



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

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No.

1231

personal
property

DISTRICT COURT,
CARVER COUNTY, MINN.

Rosa Roers

Plaintiff.

vs.

Joseph Green

Defendant.

L. L. Baxter & Samuel Fowler

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Aug. 11, 1879

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

State of Minnesota,
County of Carver

District COURT.
8th Judicial District

Rosa Koers. Plaintiff

AGAINST

Joseph Green - Defendant

COMPLAINT.

The complaint of the Plaintiff in this action shows to this Court, and states:

That said Plaintiff is the owner and entitled to the immediate possession of that certain personal property which is described as follows, that is to say:

one mare 13 years old of white color

one mare 12 years old bay colored with white spot on forehead

~~one mare colt 18 months old iron grey color.~~

One mare colt 4 months old bay color.

one set of double harness one ~~7~~ neck yoke and whiffletree

That the same, all and singular, and the possession thereof, are wrongfully and unlawfully detained from said Plaintiff by said Defendant at the County of Carver in the State aforesaid. That said Plaintiff has demanded and caused to be demanded of said Defendant the delivery and possession thereof before the commencement of this action; but said Defendant has refused and still refuses and neglects to deliver the same, or any part of the same to the Plaintiff And that the same is worth, and of the actual value of Two hundred and forty (240) dollars.

Wherefore said Plaintiff demand judgment against said Defendant for the immediate return and possession of the property above described, or the sum of Two hundred and forty (240) Dollars, the value thereof, in case a delivery thereof cannot be had, and Sixty dollars Dollars, damages for the detention thereof besides the costs and disbursements of this action.

Dated July 21 1879

L. L. Baxter and S. Fowler

Plaintiffs Attorneys
Chaska Minnesota

Carver County.

District Court.

Rosa Roes

^{vs.}
Joseph Green

Complaint on Claim and Delivery.

L. L. Baxter and S. Fowler
Plaintiffs Attorneys

Ramaley & Cunningham, Printers, St. Paul.

State of Minnesota,
County of Carver } ss. Rosa Roers being first
duly sworn says that
she is the Plaintiff in the foregoing complaint
mentioned. That she has heard read the said
complaint and knows the same to be true of her
own knowledge except as to the matters which
are therein stated to be on her information
and belief and as to those matters she believes
it to be true.

Subscribed and sworn to
before me this 24th day of
July A.D. 1879

J. A. Sargent
Judge Probate

Rosa Roers

District Court
County of Carver

Rosa Roers.

- vs.
Joseph Green

Complaint &
verification

Filed August 11th A.D. 1879.
Chas. Gayenbuhl Clerk,
-Tells-

L. A. Bentler and
S. W. Smith
Plffs Attys.

State of Minnesota

District Court.
Eighth Judicial District
County of Carver.

Rosa Rovers.

Plaintiff.

^{vs}
Joseph Green.

Defendant.

The above named Defendant for answer to the Plaintiffs Complaint in the above entitled action. denies each and every allegation, statement, matter and thing in said Complaint contained.

Dated Chaska 1879.

W. C. Odell

Atty for Deft.

State of Minnesota } ss.
County of Carver. }

W. C. Odell of said County being first duly sworn says that he is the Attorney for the Defendant in the above entitled action. that the above and foregoing answer is true to the best of this affiant's knowledge, information and belief. and that this verification is made by this affiant and not by said Defendant for the reason that said Defendant is absent from Chaska. and the

County of Leavitt where resides
this affiant.

Subscribed & sworn to - W. B. Odell.
Before me this 6th day
of September A.D. 1879
J. H. Gayentmuhl
Clerk District Court
Leavitt, Kansas.

District Court
City of Leavitt
County of Leavitt.
Rosa Brown.

vs
Joseph Brown.
Answers.

Filed, September 6th A.D. 1879.
J. H. Gayentmuhl
Clerk.

16th

W. B. Odell
Atty for Def.

State of Minnesota }
County of Carver }

District Court
Eighth Judicial District

Rosa Roen - Plaintiff
- against - } Stipulation
Joseph Green - Defendant.

It is hereby stipulated and agreed by and
between the parties to the above entitled action
that the said action be and the same is
hereby dismissed without costs to either
party.

October 4th 1879

S. Fowler

Atty for Plaintiff

W. C. Adell

Atty for Deft.

County of Cane
District Court

Rosa Koers
against

Joseph Green

Stipulation
for Dismissal. Oct 10. 1879

John H. Hester 10th & 11th 1879
C. H. Hester
John H.

160

L. J. Bunker & S. Foster
Plffs Attys

Assault

No. 1232

DISTRICT COURT,
CARVER COUNTY, MINN.

Ferdinand Strache
Plaintiff.

vs.

Peter Michels
Defendant.

H. E. Odell
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry Aug 13 1879
Power
Register of Actions A Page 180
Term Tried Oct 1879
Judgment for Defendant
Amount of Judgment \$ 26.97
Date of Judgment Dec. 10th 1880
Judgment Book B Page 16
Default Judgment Book _____ Page _____
Date of Docketing _____ 1 _____

SUBPOENA.

STATE OF MINNESOTA,
DISTRICT COURT.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

J. E. H. Lewis

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the fourteenth day of October 1879 at 9 o'clock, in the fore noon, then and there to give evidence in a cause to be tried between

Ferdinand Strache Plaintiff
and Peter Michels

Defendant on the part of the

Plaintiff

Hereof fail not, on pain of the penalty that will fall thereon.

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this fourteenth
day of October in the year 1879.

C. Kraenzle Clerk.

Original

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF

Ferdinand Strache

vs.
Peter Michels.

Subpoena on the part of

Mauntiff

STATE OF MINNESOTA,
CARVER COUNTY.

Oct. 14th 1879

I have duly served the within by reading
the same to the within named Dr. E. H.
Lewis,

as I am therein commanded.

F. E. DuToit Sheriff

FEES—Service Subpoenas 50
Mileage - \$
Return - - \$

Filed in said Court, this fifteenth
day of October A. D. 1879.
J. W. Raynolds Clerk.
Attorney.

L. ED. DAVISON Print., Minneapolis.

Dr. E. H. Lewis.

SUBPOENA.

STATE OF MINNESOTA,

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

DISTRICT COURT.

August Erdmann
P. J. Van Buren *Wm. A. Griffin* *Albert Blomquist*
and Louis H. Griffin *E. B. Lewis*

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the fourteenth day of October 1899 at 9 o'clock, in the fore noon, then and there to give evidence in a cause to be tried between Ferdinand Strache

and Peter Michels Plaintiff,

Defendant on the part of the Plaintiff

Hereof fail not, on pain of the penalty that will fall thereon.

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court aforesaid, at Shaska, in said County, this thirteenth day of October in the year 1899.

G. H. Gray Clerk.

Original,

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF

Verden and Strache
vs.
Peter Michels

Subpoena on the part of

Plaintiff

STATE OF MINNESOTA,
CARVER COUNTY

Oct 18th 187

I have duly served the within by reading
the same to the within named *August*
Erdmann, P. J. Buggenum
W. A. Griffin, Albert
Blangin & Dr. E. H. Lewis
\$5.00 Paid by plaintiff.

as I am therein commanded.

J. E. Alcott Sheriff

FEES—Service *Subpoena* \$ *3.00*

Mileage *20* miles \$ *3.00*

Return *none* \$ *6.00*

Filed in said Court, this *15th* day of *October* A. D. 187*9*.

Wrayenbuhl Clerk.
1 Attorney.

200
440
240
230
470

SUBPCENA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Matthias Bauer

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the

day of

October 22, 1879.

at

6 o'clock, in the

noon, then and there

to give evidence in a cause to be tried between

Ferdinand Strache

Plaintiff

and

Peter Michels

Defendant on the part of the

Defendant

Hereof fail not, on pain of the penalty that will fall thereon.

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Carver, in said County, this

day of

October

in the year 1879.

Thirteenth

G. W. Gray

Clerk.

Original

SUBPOENA.

**DISTRICT COURT,
CARVER COUNTY.**

IN THE MATTER OF

Ferdinand Strache

vs.
Peter Michels.

Subpoena on the part of

Defendant

STATE OF MINNESOTA,
CARVER COUNTY

Oct 15. 1879.

I have duly served the within by reading
the same to the within named

not served

as I am therein commanded.

F. C. DuToit Sheriff

FEEs—Service	<u>4.00</u>	\$	4.00.
Mileage		\$	
Return	<i>Copy</i>	\$	30.

Filed in said Court, this *Fifteenth*
day of *October* A. D. 1879.
John W. Bunker Clerk.

Attorney.

L. ED. DAVISON Print., Minneapolis.

Martha Bunker.

State of Minnesota.
District Court
Eighth Judicial District
County of Carver.
Ferdinand Stracke.
Plaintiff.
vs
Peter Michels.
Defendant.

The Plaintiff in the above entitled action respectfully complains alleges and avers.

That heretofore and on the 12th day of July 1879. at the Village of Carver in the County of Carver and State of Minnesota, the above named Defendant with force and arms, assaulted this Plaintiff, and did then and there, strike this Plaintiff on his head face and body many violent blows with his hands and feet, and seized hold of this Plaintiff and threw this Plaintiff violently on to a bench, and thereby broke two ribs on the right side of this Plaintiff's body, and other injuries to the Plaintiff then and there did, so that his life was greatly despaired of; that in consequence of the injuries

so as aforesaid inflicted upon
this Plaintiff by said Defendant.
this Plaintiff ^{and still suffers} suffered great pain
and anguish of body and mind
and was for a long time tormented for
four weeks confined to his bed
and hindered and prevented from
transacting his usual and ordinary
business, and was obliged to and
did pay lay out and expend large
sums of money to wit Three Hundred
dollars for medical attendance treatment
care and nursing in curing him
of his said injuries.

That by reason of the premises this
Plaintiff has sustained loss and
damage in a large amount to wit
~~Three~~ Thousand Dollars.

Wherefore this Plaintiff demands
judgment against said Defendant
for Three Thousand dollars together
with costs of suit.

H. C. Odell

Atty for Plff
Chaska Minn

State of Minnesota }
County of Carver. }⁰⁰

Ferdinand Straacke being
first duly sworn says that he
is the Plaintiff in the action
in the foregoing Complaint en-
titled. That he has heard the fore-
going Complaint read and
knows the contents thereof and
that the same is true.

Subscribed and sworn to } F Straacke
before me this 13th day }
of August 1879

W C Adell

Notary Public

Carver County.

District Court
8th Judicial District
County of Garza,
Texas

Ferdinand Strache

vs

Peter Michaels.

Complaint

Filed August 13th 1879.
G. W. Gaymuth
Clerk

-1811-

W. L. Adell
Atty for Plff.

STATE OF MINNESOTA,
 District Court *Eighth* Judicial District,
 County of *Carver*

Ludemann Steech
 Plaintiff
 against
Peter Meckner
 Defendant

BILL OF COSTS AND NOTICE OF TAXATION.

COSTS BY STATUTE.

\$ 5.00

DISBURSEMENTS.

Affidavits,		\$ 1.40	} \$ 12.74
Sheriff's Fees,	<i>Service of Writs</i> <i>Service of Subpoenas</i>	10.80	
Clerk's Fees, (to be taxed,)			6.05
Witness' Fees,	<i>L. C. Rich Attendance 2 days</i>		2.00
	<i>Same 22 miles</i>		1.92

Total \$ 26.97

STATE OF MINNESOTA,
 County of *Carver* ss.

L. L. Baxter

being duly sworn, says, that he is the Attorney of the defendant in the above entitled action, and that the above specified items of disbursements have been necessarily made or incurred therein by said defendant.

That the said witnesses necessarily attended said court as witnesses for said defendant upon the trial of the above entitled action the number of days and traveled the number of miles to so stated and set forth in the foregoing bill of costs and disbursements.

Subscribed and sworn to
 before me this 16th day of
 December 1880

L. L. Baxter

Wm. Graymuhl
Notary Public
Carver, Minn.

STATE OF MINNESOTA,
District Court Eighth Judicial District,
County of Carver

Ludwig Stueck
Plaintiff
against
Peter Michener
Defendant

Sir: Take notice that I ^{at his office in said county} shall apply to the Clerk of said Court on the 8th day of December A. D. 1880 at two o'clock in the forenoon, to tax and insert in the judgment then and there to be entered in favor of the defendant and against the Plaintiff the foregoing items of costs and disbursements.

Wm C Odell
Plffs Atty

L L Dwyer
Defendants Attorney

STATE OF MINNESOTA.

County of Carver
District Court.

Ludwig Stueck
agst.
Peter Michener

NOTICE OF TAXATION OF COSTS.

Due service of the within notice is admitted
this 6th day

December A. D. 1880

W. C. Odell
Atty for plff.

Filed December 9th 1880

L L Dwyer
Clerk.

L L Dwyer
Atty for Def

Pioneer Press.

1
State of Minnesota
County of Anoka, District Court
1st Judicial District.

Ferdinand Strache
Plaintiff
Peter Michels,
Defendant.

The above entitled action
came on for trial at the General Term of said Court
October 14th A.D. 1879. And on motion of W. C. Bell
Attorney for plaintiff, the said action was dismissed
by the Court.

Now therefore, on motion of H. H. Baxter
Attorney for defendant, it is hereby adjudged and
determined and the judgment of this Court is that
said defendant do recover of said plaintiff, his
costs and disbursements stated in said action at
the sum of Twenty six dollars and ninety seven cents -
and that said defendant have his lawful process
therefor.

Statute Costs	\$ 5.00
Sherriff's fees	" 12.30
Adm'r's fees	" 6.05
Witness fees	" 3.42
Total	<u>\$ 26.77</u>

Dated December 10th A.D. 1880.

By the Court: *H. H. Baxter*
Clerk.

State of Minnesota
District Court
County of Cass,

Ferdinand Strache
vs
Peter Michels,

Judgment Roll.

Judgment for Defendant
for costs \$26.94,

Given, December 10th A.D. 1880
G. Thompson Clerk
J. R.

-180-

Ch. L. Baxter Attorney
for Defendant,

No.

1233

Mdse

SOLD

DISTRICT COURT,
CARVER COUNTY, MINN.

Walter A. Wood

Plaintiff.

vs.

William Barr

Defendant.

Samuel Fowler

Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry Aug 14, 1879

Register of Actions A Page 234

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

STATE OF MINNESOTA,

COUNTY OF CARVER.

District Court,

EIGHTH JUDICIAL DISTRICT.

Walter A. Woods — Plaintiff

- against -

William Barr — Defendant

SUMMONS.

The State of Minnesota to the above named Defendant:

You William Barr are hereby summoned and required to answer the Complaint of the Plaintiff in the above entitled action, a copy of which is herewith served upon you, 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 the sum of one hundred and forty five dollars ~~beside~~

together with the costs and disbursements of this action.

Dated at Chaska,

A. D. 187

S. L. L. L.

Plaintiff's Attorney.

Chaska Minnesota

State of Minnesota } I hereby certify and return
 County of Carver } that at the Town of Laketown
 On the 15th day of August 1874 in
 said County and state I served the

Within summons upon the the within named
 defendant William Barr by reading the
 same to him, ^{personally} and also delivering him a true copy
 thereof

for service 1.00
 copy 50
 travel 50
 \$ 2.00

F. E. DuToit
 Sheriff of Carver County
 By Nathan Logelin Deputy

DISTRICT COURT,

COUNTY OF CARVER,

Walter A. Woods

-vs-

William Barr

SUMMONS.

Filed Sept 2nd 1874
 Geo. W. W. W. W. W.

Plaintiff's Attorney.

Chaska, Minnesota.

Davison & Henderson, Print, Minneapolis.

234.

State of Minnesota,
County of Carver }

District Court.
Eighth Judicial District

Walter A. Woods - Plaintiff }
- against - } Complaint
William Barr - Defendant }

The Complaint of the Plaintiff in the above
entitled action respectfully states and shows
to the Court:

That heretofore to wit: on the 15th day of July
A.D. 1879 the above named Defendant
became and was indebted to the above
named Plaintiff \$ in the sum of one
hundred and forty five dollars for goods
wares and merchandise sold and delivered
by the Plaintiff to the Defendant at his
request and that said goods wares and
merchandise were and are reasonably worth
the said sum of one hundred and forty
five dollars which sum said Defendant
agreed to pay therefor.

That no part of said sum has ever
been paid.

Wherefore the said Plaintiff demands
judgment against said Defendant
for the sum of one hundred
and forty five dollars together with

District Court
County of Carter

Walter A. Woods

25.

William Bar

Complaint

*John Sept. J. Webb,
East Weymouth
Mass.*

234 =

Spencer
Thurber's Attorney

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 herein for such order and further saith not.

Subscribed and sworn to
before me this 14th day of
August A.D. 1879

E. H. Lewis
Court Commissioner
Carver County Minn

D. Kent

District Court
Carver County

Walter A. Woods

- vs. -

William Barr

Affidavit for Attachment

To the Clerk of said Court.

Refusing the within Affidavit
and a Bond approved by me in
the within entitled Cause. Let a
Writ of Attachment issue as

within prayed.

Dated August 14th 1879

E. H. Lewis 1879

Court Commissioner

Carver County

Minnesota.

Filed, August 14th 1879,
C. Graymuhl
Clerk

Attest
D. Kent, Atty.

State of Minnesota,

DISTRICT COURT.

County of

Carrar

ss.

Eighth

Judicial District.

Walter A. Woods

Plaintiff

- Against -

William Barr

Defendant

Bond for Attachment.

KNOW ALL MEN BY THESE PRESENTS, That we Philip Henk Agent for the Plaintiff above named as principal and George A. DuLoit and George Seiden as sureties are held and firmly bound unto

William Barr

defendant

in the above entitled action, in the sum of Two hundred and fifty Dollars, lawful money of the United States, to be paid unto the said

William Barr

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 Fourteenth day of August 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 Fourteenth day of August 1879

Signed, Sealed and Delivered in Presence of

Howe
Ezekiel Hamner

P Henk [SEAL.]
Geo. A. DuLoit [SEAL.]
George Seiden [SEAL.]

State of Minnesota,
County of Carver } ss.

BE IT KNOWN, That on this fourteenth day of August
A. D. 1879 came before me personally Philip Heck and George A
DuToit and George Faber
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

Ed Lewis
Court Commissioner Carver Co
} ss. George A DuToit and
George Faber

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 and fifty
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 14th day of August
A. D. 1879

Geo. A. DuToit
County Clerk
Ed Lewis Court Commissioner
Carver County Minnesota.

DISTRICT COURT,

County of Carver

Gallen A. Woods

- vs. -

William Barr.

BOND OF ATTACHMENT.

I hereby approve the within bond and the
sureties thereon.

Dated August 14 A. D. 1879

Ed Lewis

Court Commissioner
Carver County

Filed, August 14th 1879,
W. H. H. H. H. H.

W. H. H.

Plaintiff's Attorney.

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

W. H. H.

State of Minnesota,
County of Carver

BOND FOR COSTS.
DISTRICT COURT,
Eighth Judicial District

Walter A. Wood

against

William Barr

Know all men by these presents, That we Philip Henk a
Principal and George A DuToit and
George Faber do sureties
are held and firmly bound unto the Clerk of the District Court aforesaid, or his successor
in office, in the sum of Seventy-Five Dollars, lawful money of the United States, to be
paid to the said clerk of the said court, or his successor: for which payment, well and
truly to be made we bind ourselves our heirs,
executors and administrators, firmly by these presents. Sealed with our seals and
dated the fourteenth day of August A. D. 1879

The condition of the above obligation is such, that if the said plaintiff in this
action shall well and truly pay or cause to be paid to the said clerk of said court, or his
successor, all disbursements and costs that may be adjudged against the plaintiff in
this action, then this obligation shall be void, otherwise in full force and effect.

Signed, sealed and delivered in presence of

Howe
Jack Hammer

P Henk [SEAL.]
Geo. A. DuToit [SEAL.]
George Faber [SEAL.]

State of Minnesota,
County of Carver

Philip Henk
and George A DuToit and George Faber came personally before me, on this
fourteenth day of August A. D. 1879 to me well known
to be the same persons who executed the foregoing bond, and each acknowledged the same
to be his own free act and deed.

State of Minnesota,
County of Carver

George Faber
being first duly sworn doth say, each for
himself, that he is the same person as the surety above named; and is a resident and
freeholder of and in the State of Minnesota, and worth the sum of Seventy-Five Dollars,
above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and Sworn to before me,

On this 14th day of August A. D. 1879

E. H. Lewis Court Commissioner

Court comm. Co. Minn.

Geo. A. DuToit
George Faber

District Court.

County of Carter

Walter A. Woods

AGAINST

William Barr

BOND FOR COSTS.

and approved.
Filed August 14th A.D. 1879.
C. W. Weyenbuhl
clerk.

W. A. Woods

Plaintiff's Attorney.

DISPATCH PRINT.

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State of Minnesota,

County of Carver,

DISTRICT COURT,

Eighth Judicial District.

Walter A. Woods

Against

William Barr,

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 Walter A. Woods the Plaintiff, for a Writ of Attachment against the property of William Barr

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, William Barr, is about to dispose of his property with intent to delay and defraud his Creditors 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 William Barr 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 One Hundred and forty five 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

John L. MacDonald Judge

of the District Court aforesaid, at Chaska

this fourth day of August in the year 1879.

G. W. Rayenbuck Clerk.

State of Minnesota }
County of Carver }

By virtue of the Within Writ
Issued out of the District Court for the
Eighth Judicial District county of Carver
and State of Minnesota. I have on the 15th day of
August 1879 attached and levied upon the
following described property ~~of~~ the defendant
~~from~~ ^{grains of wheat or about four hundred and sixty bushels}
being situated as follow. S. E. 1/4 section 36
Township 116. Range 24. Carver county Minnesota

H. E. Ductait
Sheriff of Carter County Minn
By Math Fogelius Deputy

District Court,

County of Garner,

Walter, A. Wood

As
William Barr,

WRIT OF ATTACHMENT.

Issued August 14th 1879

August 14th 1879
 Abbeysgrabenbuchel
 Werk.

Returned September 22, A.D. 1874.

Very respectfully
Clerk.

Plaintiff Attorney.

Printed and for sale at the office of the *Zi*, Paul Pioneer.

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State of Minnesota } ss. Of hereby certify and
return that at the Town
County of Cass } of Lakeview in said County
and State on the 15th day
of August 1899 I send a copy of the
within writ upon the defendant and
also filed a copy with the Town clerk
with the within very true and correct
Sheriff of Cass County
By the Justice of the Peace

[illegible]

District Court
Carver County

Walter A Wood
against
William Barr

Dismissal

Filed September 27th 1879.
J. H. Weyenbushl
Clerk,

= 234 =

Stout
Plffs Atty

No. 1234

Provisory Note

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Hendrick

Plaintiff.

vs.

Sebastian Allman

Defendant.

Samuel Fowler

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry August 22, 1879

Register of Actions A Page 226

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 1st Judicial District

Philip Henk — Plaintiff
AGAINST

AFFIDAVIT FOR ATTACHMENT.

Sebastian Allman — Defendant

State of Minnesota,
County of Carver

ss.

Philip Henk

before me personally, and being first duly sworn, doth say, that he is Philip Henk the Philip Henk came

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 one hundred and twenty two (22)

Dollars, and the ground thereof is as follows, that is to say: One promissory note made by said Defendant dated February 1st 1879 payable for the sum of eighteen dollars and interest at 12 per cent per annum payable ten months after date to said Plaintiff or his order.

Also one promissory note made by said Defendant dated April 1st 1876 for the sum of thirty five dollars and interest payable January 1st 1878 and owned and held by said Plaintiff

Also one promissory note made by said Defendant dated April 1st 1876 for the sum of thirty five dollars and interest payable January 1st 1877 and owned and held by said Plaintiff

And that said Defendant is about to dispose of his property with intent to delay or defraud his creditors

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 22nd day of August A.D. 1879

J. P. Dilling
Justice of the Peace

P. H. M.

District Court
County of Carter

Philip Hawk
against

Sebastian Allman

AFFIDAVIT FOR ATTACHMENT.

of said Court:

within affidavit and a Bond approved
within entitled cause, let a Writ of
issue as within prayed.

August 22nd

1879

A. H. Lewis
Judge of said Court
Clerk of said Court

Filed August 22^d A. D. 1879.

W. H. Carpenter
Clerk of said Court.

Shuter

Plaintiff's Attorney.

Pioneer Press Co., St. Paul

474

State of Minnesota,

DISTRICT COURT.

County of

Carver

ss.

Eight

Judicial District.

Philip Henk - Plaintiff

- against -

Sebastian Allman - Defendant

Bond for Attachment.

KNOW ALL MEN BY THESE PRESENTS, That we Philip Henk
as principal and
are held and firmly bound unto Sebastian Allman

as sureties
defendant
in the above entitled action, in the sum of Two hundred and fifty Dollars,
lawful money of the United States, to be paid unto the said
Sebastian Allman his
heirs, executors, administrators or assigns, for which payment well and truly to be
made, we jointly and severally bind ourselves, our heirs, executors and adminis-
trators firmly by these presents.

Sealed with our seals and dated this 21st day of August
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 de-
fendant 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
21st day of August 1879

Signed, Sealed and Delivered in Presence of

Math Logelin

P Henk [SEAL.]
John Her Lee [SEAL.]
J. C. Stran Ken [SEAL.]

State of Minnesota,
County of Carter } ss.

BE IT KNOWN, That on this 21st day of August
A. D. 1879 came before me personally Philip Henk and John
Kerker and Joseph Franken
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 Carter

Joseph Franken

ss.

John Kerker and

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 and fifty
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 21st day of August

A. D. 1879

J. A. Dillay
Justice of the Peace
John Kerker
for Franken

DISTRICT COURT,

County of Carter

Philip Henk

Sebastian Allman

BOND OF ATTACHMENT.

I hereby approve the within bond and the
sureties thereon.

Dated August 22nd A. D. 1879

E. H. Lewis

Count Commissioner
Carter Co Minn

Filed August 24th A.D. 1879.
Highway entered
detour

Robert

Plaintiff's Attorney.

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

Wm. D. Dyer

Aug 23 1879

Property
No. 1435 Title

DISTRICT COURT,
CARVER COUNTY, MINN.

E. W. Lewis
Plaintiff.

vs.

Alex R. Spiel
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Aug 23rd 1879

Register of Actions "A" Page 166

Term Tried April General 1880

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. } ss.

DISTRICT COURT,

Eighth Judicial District.

C. R. Lewis } Plaintiff
agent - }

SUMMONS.

Alexander R. Spaul } Defendant - }

THE STATE OF MINNESOTA.

To the above named Defendant.

You, A. R. Spaul 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 this Court, at Chaska in said County, and to serve a copy of your answer to the said complaint, on the subscriber at his office in Chaska in the County of Carver and State aforesaid, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff will have the amount he is

entitled to recover ascertained by the Court
or under its direction and will take judgment
against you for the amount so ascer-
ained besides the costs of this action

Dated... Carver Aug 10th A. D. 1879

Frank N. Nunn Plaintiff's Attorney.

Chaska, Minn.

State of Minnesota 3.00
County of Cass. 3

I hereby Certify and return
that I have made due and diligent search
for the within defendant A.R. Spell, in the
County of Cass, Minnesota, and find that
he is a non-resident thereof.

Chaska, Sept. 5th 1879.

Fees — \$1.00

F. E. DuToit
Sheriff Cass Co.
Minnesota

Witnessed & attested
to the Sheriff

E. R. Harris

CS

A. R. Spell

summons

Filed Sept 13th 1879.
Wm. J. (page) Clerk

— 166 —

Frank Harris
attys for spell
Cass Co.
Minn.

Foll State of Minnesota
County of Carver
District Court -
5th Judicial District

E. H. Lewis } Plaintiff
agent-
Alexander R. Shul } Defendant

The Complaint of the Plaintiff
respectfully states and shews to
this Court. That on the 10th
of May A.D. 1879 said Plaintiff
being desirous of purchasing
Lot Number Six (6) in Block
number four (4) as designated
upon the Plat & Record on
record in the Office of the
Register & Deeds for said County
of Carver Minnesota, made
application for the purchase
of said property to one
Alexander Ramsey the Agent
of said defendant. That said
Agent offered this Plaintiff
that said Plaintiff could
purchase said property
of said defendant upon such

terms as could be agreed
upon by said Plaintiff and
Defendant, that by the written
terms of said agreement
it was mutually agreed
and understood that said
Plaintiff could in the mean
time and before the purchase
of said Lot and finally con-
summate & occupy said premises
before mentioned by removing
thereon his dwelling house
Barn and other buildings
that in pursuance
of said mutual agreement
and understanding well known
by said Defendant, and
apparent to by him, said
Plaintiff on or about
the 29th day of May A.D.
1879 removed his said
dwelling house and Barn
and other buildings to and
upon said premises at the
actual expense and outlay
of this Plaintiff in the sum
of one hundred dollars
that having so removed

upon said premises and occupied the same. This Plaintiff made further application to said defendant for the purchase of said property and was then and ever since has been ready and willing to pay a reasonable price therefor as should be agreed upon by said Plaintiff and defendant.

¶ 4. And the Complaint of the Plaintiff further states and shows that notwithstanding said agreement between said Plaintiff and defendant, said defendant did on or about the 18th day of August 1879 without the knowledge or consent of this Plaintiff sell and dispose of said property to one H. P. Peterson for the sum of thirty dollars and make execute and deliver to him, said Peterson a deed of the title in fee therefor. That

thereafter this Plaintiff has
been notified to quit
and abandon said premises
and is thereby compelled
to remove from the same
at great expense and cost
to him this Plaintiff, & the
Plaintiff demands in the
sum of two hundred
dollars

Wherefore the
Plaintiff demands judgment
against said defendant for
the sum of two hundred
dollars as his damages
besides the costs of this action

Dated at Carson
May 20th 1879

Frank Warner
att'y for Plaintiff
Carson
Nev

State of Minnesota
County of Carson

E. H. Lewis
being first duly sworn
deposes and says, that
he is the Plaintiff in the
 foregoing Ejectment action
that the facts set forth

in the foregoing Complaint
and true of his own
knowledge. Except as to
those matters therein stated
upon information or
belief such as to those
matters he believes it to
be true

Given Under
Subscribed before E. H. Lewis
me this 20th day
of August A.D. 1879

Frank Warner
Justice of the Peace

411 Court St

District Court
2nd District

E. D. Lewis
vs
Alex R. Spur
Complainant

Filed August 23^d 1884
J. H. Kraybill
Clerk

166.

Frank Warner
att. for P. L. S.
Curran
M.

State of Minnesota
County of Carver
District Court
San Judicial District

C. A. Lewis } Plaintiff
vs -
Alexander Spaul } Defendant

The Plaintiff for
reply to the Answer of
the defendant denies
each and every allegation
set forth in said Answer
wherefore the Plaintiff
demands judgment as
in the Complaint mentioned
Date Answer
Oct 16th 1879 } Frank Xarmon
att'y for Plaintiff
Carver
Min

State of Minnesota
County of Carver } P. A. Lewis
being first duly sworn
deposes and says that
he is the Plaintiff in the
foregoing entitled action
that the facts set forth

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

C. H. Lewis
vs-
Alexander L. Spel

Upon Joinder
Complaint-
Answer
Reply

Last pleading served December
11th 1889 - The Clerk will
please enter the cause on the
Calendar

Frank Warner
att'y for Pltff
Carver
Min

Dist. Court
8th District

C. H. Lewis

^{by}
Alexander L. Spur
Note & Answer

Filed March 26th 1880,
G. W. Gayenscht
Clerk

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

E. A. Lewis } Plaintiff
vs }
Alexander Spul } Defendant

You are hereby notified
that the issue of fact in the
above entitled action will
come on for trial at the
next Regular Term of the
District Court to be held
in and for said County
at Chaska on the 5th day
of April A.D. 1880 at the opening
of the Court on that day
or as soon thereafter as
Council can be heard

L. L. Baxter
att'y for deft }
~~Chaska~~
Minn }

Frank Warner
att'y for Plt }
Carver
Minn }

Dist. Court
8th District

~~Walter H. F.~~

As

Alex R. Spur

Notices of Trials

filed, March 24th A.D. 1880
Stryker's Court, Delmar,

Due service of
the within notice
is hereby admitted
this 24th day of
March A.D. 1880

L. L. Burt

Deputy Clerk

Frank Turner
att'y for Plaintiff

State of Minnesota
County of Carver
District Court
St. Paul Judicial District

C. D. Lewis
vs.
A. R. Spul

Carver County, Minn.
Frank Warner being
first-duly sworn deposes
and says that he the
attorney for the Plaintiff
in the above entitled action
that this deponent believes
that the above named
defendant A. R. Spul is not
a resident of the State of
Minnesota and cannot be
found therein. That this
deponent has deposited a
copy of the summons and
complaint in this action
in the Post Office at Carver
Carver County Minnesota in
an Envelope duly stamped
and directed to A. R. Spul
Pension Office Washington
D. C. the supposed place

& residence of the said defendant
aforesaid, that no other
residence of the said defendant
is known to the Plaintiff or
this deponent

That said defendant
has property in Carver, Cass
County Minnesota and is
not a resident of the state
of Minnesota and that the
object of the above entitled
action is to recover from
said defendant damages
in the sum of two hundred
dollars by reason of the
breach of a contract made
between said Plaintiff and
defendant by the terms of
which said defendant
agreed to sell and convey,
by proper deed & conveyance
Lot Number six (6) in Block
Number four (4) as designated
upon the recorded Plat
of Carver in said County of
Carver, to this Plaintiff and
further defendant hath not

Adon T. and Subscribing
before me this 12th day
of September A.D. 1899

Frank Warner

A. P. Peterson
Notary Public

District Court
St. Louis District
"

C. H. Lewis

vs

A. R. Speer

in "

Off of Publication
of Summons
"

Filed Sept 4th 1879

Geppengrubb
Clerk

W.

Frank Warner
att'y for Plaintiff
Carson
"

State of Minnesota,
County of Leavenworth

District Court,
Eighth Judicial District

E. H. Lewis

Plaintiff

against

Alley R. Spaul

Defendant

You will please take notice that the depositions and testimony of Alley R. Spaul the defendant above named, and Alexander Ramsey residing at the City of Washington in the ~~State~~ ^{District} of Columbia ~~and~~ witnesses whose testimony is wanted on behalf of said ~~Defendant~~ will be taken in behalf of the said Defendant

by and before Jas. M. Callen Esq., a Notary Public of the ~~State of~~ District of Columbia at his office, ~~in the Number 110, Louisiana~~ Avenue in the ~~County of~~ City of Washington ~~and State of~~ Aforesaid on Monday the fifth day of April A. D. 1880, at ten o'clock in the fore noon.

Dated March 15th 1880

L. L. Baxter

Attorney for Defendant

To Frank Warner

Attorney for Plaintiff

District **COURT,**

County of *Carr*

E. H. Lewis

Plaintiff

against

Ally R. Shul

Defendant

NOTICE FOR TAKING DEPOSITION.

(Law of 1873.)

L. L. Paster

Attorney for *Shul*

Pioneer Press.

The depositions of Alexander Ramsey and Alexander
R Speel, taken in the Fifth day of April A.D.
1880, at my office, No 610 ^{at 10 o'clock in the forenoon} Divisional Avenue in the
City of Washington, County of Washington, District of
Columbia, to be read as evidence, on behalf of the Defendant
in an action between, E H Lewis Plaintiff, and Alexander R Speel
Defendants, pending in the District Court of Carver County, Minnesota
Alexander Ramsey being by me first duly sworn, Depose as and
Says

That he was never either verbally or in writing
appointed by Alexander R Speel or anyone of the
heirs of John L Speel, late of Hanisburgh Pennsylvania
deceased, Agent for the sale or any other disposition
of any lots in the village of Carver, Carver Co Minn.
or any other property of this in Minnesota, that to
the best of his knowledge and belief he never as-
sumed to act as Agent for any of the owners
of this property in Carver aforesaid or any other
property belonging to the heirs of the said John
L Speel as aforesaid in Minnesota or elsewhere,
but that he expressly disclaimed any such
power or authority, and he further states that the
above statement applies especially to Lot num-
bered six (6) in Block numbered Four (4) designated
in the Plot of Carver in Carver Co. Minn.

Alex. Ramsey

Alex. Ramsey

Alexander R Speer being first duly sworn deposes and says

That he is the Defendant in the above entitled action that John L Speer, late of the City of Harrisburg State of Pennsylvania died December 15th 1871, intestate of certain property in Minnesota of which Lot Six (6) Block Four (4) lying in the village of Carver County of Carver Minnesota was a part. That he left as his heirs his wife having died before him, Mary M Speer now the wife of Irvin Boas of Harrisburg Pennsylvania Elizabeth R. Speer now the wife of Chauncey R Rogers of Corry Pennsylvania John N Speer U S Navy of New London Connecticut, and Alexander R Speer of Washington City D.C. That these the heirs of the late John L Speer deceased of Harrisburg Pennsylvania, duly appointed Alexander R Speer of Washington City D.C, attorney for the sale of or for such other disposition as he thought proper of any or all of their lands in Minnesota, and especially of Lot Six (6), Block Four (4), in the village of Carver County of Carver Minnesota, and that the evidence of this is on record in the office of the Recorder of Deeds for Carver County Minnesota at Chaska Carver County Minnesota. That he has never nor to the best of his knowledge and

Alex. R. Speer

believe, have any of the aforesaid heirs at any
time or for any purposes whatever appointed
Alexander Ramsey, or any one else his or their
agent for the sale or any disposition what-
ever of any of their property lying in
the State of Minnesota and especially of
Lot Six (6) Block Four (4) lying in the village
of Carver Carver County Minnesota. And to
the best of his knowledge and belief neither
Alexander Ramsey nor any one else ^{except the Defendants} has at any
time attempted to act as agent for the heirs
of John L. Speer deceased late of Hamilton
Pennsylvania for the sale or any disposition
whatever of any of their property lying in
Minnesota and especially of Lot Six (6) in
Block Four (4) lying in the village of Carver
Carver County Minnesota. That no agreement
was ever entered into with the Plaintiff E. H. Lewis ^{by the Defendants}
or any one else ^{having authority to act} for the sale of or occupancy of
or for any purpose whatever of said Lot Six (6)
Block Four (4) in the village of Carver, Carver
County Minnesota.

Alex. R. Speer

District of Columbia

County of Washington - ss

Be it Reminded that I took the annexed depositions
pursuant to the annexed notice, and I was then

Alex. R. Speer

and there a Notary Public in and for the District of
Columbia duly appointed by the President of the
United States. That I exercised the power of that
office in taking such depositions; that by virtue
thereof I was then and there authorized to admin-
ister an oath; that each witness before testifying
was duly sworn to testify the whole truth and
nothing but the truth relative to the cause
specified in the annexed notice; that the
testimony of each witness was correctly read
over to him by me before he signed the same;
and was then subscribed in my presence.

Witness my hand and Notarial seal
this 5th day of April A.D. 1880
James Mich. Cullen
Notary Public

Notary fees as commissioner in this case
\$5 - paid by Defendant Alexander R
Spue
James Mich. Cullen
Notary Public

Attachment

No. 1236

DISTRICT COURT,
CARVER COUNTY, MINN.

Ernest Poppitz
Plaintiff.

vs.

William Lempe
Defendant.

W. C. Odell
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Aug. 27, 1899

Register of Actions A Page 3

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 of Judicial District

Ernst Poppitz - Plaintiff

AGAINST

AFFIDAVIT FOR ATTACHMENT.

William Lumpf - Defendant.

State of Minnesota,
County of Carver

Ernst Poppitz came

before me personally, and being first duly sworn doth say, that he is Ernst Poppitz 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 One Hundred

ten and 75/100 Dollars, and the ground thereof is as follows, that is to say:

That during the years 1874 1875, 1876, 1877, 1878 & 1879, said Plaintiff sold and delivered to said Defendant at the request of said Defendant certain Goods, wares and Merchandise reasonably worth and of the value of One Hundred ten and 75/100 Dollars, and thereupon said Defendant became indebted to said Plaintiff in said sum to wit in the sum of One Hundred ten and 75/100 Dollars, no part of which said sum has ever been paid.

And that said Defendant is about to assign and dispose of his property with intent to delay his 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 August A.D. 1879 } Ermst Poppitz
J. F. Dickey
Justice of the Peace

District Court
County of Carver
Ermst Poppitz
AGAINST
William Lempe

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 August 27th 1879
E. H. Lewis
Court Commissioner
Carver Co Minn
Filed A.D. 18

Clerk of said Court.

W. C. Deed
Plaintiff Attorney.

ST. PAUL PRESS PRINT.

Filed August 27th 1879
Wm. Lempe
-3-

State of Minnesota,

DISTRICT COURT,

County of Carver

Eighth Judicial District.

Ernst Poppelt Plaintiff

vs
William Lemp.

Defendant

Bond in Attachment.

Know all Men by these Presents, That Ernst Poppelt as
Principal and James V. Dickey and
John Kerker as Sureties,
are held and firmly bound unto

defendant in the above entitled action, in the sum of Two Hundred and fifty
Dollars, lawful money of the United States, to be paid unto the said

William Lemp his
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.

Scaled with our seals and dated this 27th day of August
A. D. 1879

The Condition of this obligation is such that, whereas, the above named plaintiff has
applied to the proper officer for a writ of attachment against the property of

defendant in said action, and has filed an affidavit pursuant to the statute in such case
provided. Now therefore, if the said plaintiff shall pay all costs that may be awarded to
said defendant (if he recover judgment in said action,) and all damages which he may
sustain by reason of the attachment, not exceeding the sum of Two Hundred
and fifty dollars, 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 August A. D. 1879
Signed, Sealed and Delivered in presence of

Ernst Poppelt
J. V. Dickey
John Kerker

State of Minnesota,

County of Carver

Be it Known, That on this

day of August A. D. 1879

Ernst Poppelt
James V. Dickey and John Kerker
came before me personally
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.

W. C. Duff
Notary Public
Carver Co. Minn.

State of Minnesota,

County of Carver

John Aertsen

James P. Dilly,
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 & Fifty 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 29th day of August A.D. 1879

W. C. Odell

J. P. Dilly
John Aertsen

Notary Public

Carver Co Minn.

DISTRICT COURT,

County of Carver

Ernest Gapschke

vs

William Aertsen

BOND IN ATTACHMENT.

I hereby approve the within Bond and the sureties thereon.

Dated August 29th 1879
A.D. 18

Edw Lewis

Court Commissioner
Carver Co

W. C. Odell Minn

Plaintiff Attorney.

Paul F. Fries

Filed August 29th 1879

Ernest Gapschke

Promissory
Note
No. 1237

DISTRICT COURT,
CARVER COUNTY, MINN.

*The Minneapolis
Harvesting Works*
Plaintiff.

vs.

W. H. Weeber
Defendant.

L. S. Baxter
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *Sept. 1st. 1879*

Register of Actions *A* Page *3*

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
District Court Eighth Judicial District
County of Carver

The Minneapolis
Hardware Works
against
Wm H. Schutte

The plaintiff in the above
entitled action for complaint against
the defendant therein respectfully
states and shows to the court that
said plaintiff is a corporation duly
created and organized and ex-
isting under the laws of the state
of Minnesota.

That on the 9th day of May
AD 1876 one Timothy Keating made and
executed in writing and delivered to
John Schutte & Co his promissory note
whereby for value received he promised
to pay to the order of the said John
Schutte & Co the sum of twenty five
dollars, on the 1st day of January
AD 1878, with interest at the rate of
ten per cent per annum, and if not
paid at maturity then said note to
draw interest at the rate of twelve per
cent per annum from maturity

And also by the terms of said note the said Keating undertook and agreed that if suit should be commenced thereon in addition to all taxable cost of such suit to pay five per cent Attorney fees, upon the amount due on said note when action was commenced thereon and also all other expenses which should be incurred in the collection of said note which said sums it is conditions and agreed by said note shall be entered in the judgment that may be rendered on said note.

That thereafter and on the said 9th day of May 1872 the said Timothy Keating made and executed in writing and delivered to the said John Schattoe his certain other promissory note whereby for value received he promised to pay to the order of the said John Schattoe on the 1st day of January 1879 the sum of twenty five dollars with interest thereon at the rate of twelve percent per annum after maturity if the same was not then paid and with interest at the rate ten percent per annum from date until maturity. And also

by the terms of said note the said Plaintiffs undertook and agreed that if suit should be commenced thereon in addition, ~~in addition~~ to all taxpayer cost of such suit to pay five percent attorneys fees upon the amount due on said note when action was commenced thereon, and also all other expenses which should be incurred in the collection of said note, which said sum it is conditionally and agreed in said note shall be entered in the judgment that may be rendered on said note. Both of which said promissory notes bear date of the 9th day of May A.D. 1876 that before the delivery of the said promissory notes as aforesaid the above named defendant and one C. Smith, they the said Smith and the said defendant being then and there partners as Smith & Weibull did for value received guarantee the payment of said promissory notes and each and both of them according to the terms thereof, and did then and there bind or about the said 9th day of May A.D. 1876, by their said firm name sign and execute the ~~following~~

an endorsement on the back of
such and both of said promissory notes
in the words and figures following
to wit - "For value received we hereby
guarantee the payment of the within
note according to its terms"

(Signed) Smith & Michael

That after execution and delivery of
said promissory notes as aforesaid
and before the maturity of either of
them the same were both said and duly
transferred together with the Guarantee
thereon endorsed and herebefore
referred to to the above named plain-
tiff, who ever since has been and
still is the lawful owner and holder
thereof

That no part of said notes or either
of them has been paid. That
the said Timothy Keating is and
for more than two years last past
has been insolvent, and nothing
can be collected of him upon said
promissory. That about one year
before the commencement of this
action the above named O. Smith
died, leaving the said defendant the
only surviving partner of the said
late firm of Smith & Michael

Wherefore the plaintiff demands judgment against the said defendant for the sum of fifty dollars with interest thereon as follows: toward upon the sum of twenty five dollars at the rate of ten per cent ^{per annum} from May 9th 1876 to January 1st 1878, and from and since the last named date at the rate of twelve percent per annum upon the sum of twenty five dollars at the rate of ten percent ~~from the 9th~~ per annum from the 9th day of May 1876 to the 1st day of January 1878, and from the last named date at the rate of twelve percent per annum, and also for the sum of three and 9/100 dollars due as attorney fees by the terms of said promissory note, and the costs and disbursements of the plaintiff in this action.

L L Bayler
Plaintiff's Attorney

District Court
Carver County

The Minneapolis
Horse & Mule
Wagon
Wagon
Complaint.

Filed Sept 14th 1899.
G. W. Wagon
Attorney

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L. L. Beatty
Plaintiff's Attorney