



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

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Replevin

No. 1238

DISTRICT COURT,
CARVER COUNTY, MINN.

James Perry
Plaintiff.

vs.

Jacob Wirtz et al
Defendant.

Ernest Heinlein
Plaintiff's Attorney.

Samuel Fowler
Defendant's Attorney.

Date of Entry Sept. 4, 1879

Register of Actions B Page 7

Term Tried April General 1880

Judgment for Plaintiff

Amount of Judgment \$ 195.01

Date of Judgment Sept. 22, 1884

Judgment Book B Page 240

Default Judgment Book Page

Date of Docketing Jan. 7, 1885

Judgment Record Page 402 -

State of Minnesota,

JUSTICE COURT.

County of LeavenworthJames Piny Plaintiff

AGAINST

COMPLAINT.

Jacob Wirth Defendant
and Gustave Tsen Defendants

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 Roan Cow Eight years old, one Red Cow
 Seven years old, one Red heifer three years old,
 one Roan Steer 4 years old, one Steer of red
 color with a few white spots, is about 4 years
 old, one Steer about three years old of red
 color with a few white spots, one red Steer
 about three (3) years old.

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 Leavenworth
 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 refuse and neglect 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
Twenty five — (25) — dollars.

Set. 7.
 7.

Plaintiff & Attorney.

County,

JUSTICE COURT.

James Murray
Planting

198.

us.
Jacob Verick &

Yusufine Leder
D. 11/10

COMPLAINT IN REPLEVIN.

Received of
of March 20 1859
Walter B. Jones
Justice of the Peace

Filed this 12th day of March
 James T. Martin
 Justice of the Peace

Plaintiff, Attorney

RAMAIAH & COMPANY, Printers, St. Paul.

James M. Smith

State of Minnesota,

IN JUSTICE COURT,

County of Crow

ss.

Before

Justice.

James Perry

Plaintiff

against

**AFFIDAVIT
IN REPLEVIN**

Jacob Wirth ~~James Perry~~ Defendant

State of Minnesota.

James Perry

came

County of Crow

ss.

before me personally, and being first duly sworn doth say, that he is

said Plaintiff in the above entitled cause; that said

Plaintiff is entitled to the immediate possession of that certain personal property to recover possession of which this suit is brought, and which is described as follows, that is to say: One brown cow eight years old, one red cow seven years old, one red heifer three years old, one brown steer 4 years old, one steer of red color with a few white spots is about 4 years old, one steer about three years old, of red color with a few white spots, one red steer about three years old

that the same is wrongfully detained from said Plaintiff by said Defendant at the County of Crow and State aforesaid; that it was not taken from him by any process legally and properly issued against him

and that the actual value of the aforesaid property is Twenty-five (25) Dollars, according to the best knowledge and belief of the affiant, and further saith not.

Subscribed and Sworn to before me,

On this

20th

day of

Nov

1879

Walter S. Johnson
Justice of the Peace

his
James X Perry
mark

11
JUSTICE COURT,

Before W. S. John Justice

County of Canon

James P. Perry

AGAINST

W. S. John

AFFIDAVIT IN REPLEVIN.

Filed March 20 A. D. 1879

W. S. John
Justice of the Peace.

Ernest K. Bailey
Plaintiff Attorney

RAMALEY & CUNNINGHAM, Printers, St. Paul.

filed this 12th day of April 1879

Jonas P. Atkins

Justice of the Peace

Filed Sept 4th 1879,
G. W. Brown
Clerk,

State of Minnesota,

County of Leaver

In Justice

Court.

James Perry Plaintiff

-vs-
Jacob Smith - James McGrath
~~unknown~~ Defendant.

Know ALL MEN BY THESE PRESENTS, That we James Perry the above named plaintiff and Leallo Merminan and James McGrath as sureties

are held and firmly bound unto

the above named

defendant in the above entitled action, in the sum of One hundred & thirty Dollars, lawful money of the United States, to be paid unto the said Smith

the above named defendant

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. Dated this 20 day of March A. D. 1879

The condition of this obligation is such that WHEREAS, an affidavit has been duly made in this action that the said defendant wrongfully detain from said plaintiff certain personal property therein described, of the value of Twenty five Dollars, and said plaintiff claim the immediate delivery of such property to him according to the statute in such case provided.

NOW THEREFORE, if the said plaintiff shall prosecute said action with effect, and return said property to said defendant if a return is adjudged, and shall pay to him such sum as for any cause may be recovered against the plaintiff then this obligation shall be void, otherwise of force.

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

20 day of March A. D. 1879

Signed, Sealed, and Delivered in Presence of

Ernest Kautila

C. G. Halgren

STATE OF MINNESOTA.

County of Leaver

ss.

Be it Known, That on this

day of March

A. D. 1879,

came before me personally

James PerryLeallo Merminan and James McGrath

to me well known to be the same persons who executed the foregoing Bond, and they each severally acknowledged the same to be his own free act and deed.

C. G. Halgren

Notary Public Minn.



State of Minnesota,

County of Leaon

Leaon Munnian and

James M. Grate came before me personally, and
being by me first duly sworn, doth say, each for himself, that he is the surety above named; that
he is a resident and freeholder of and in this State of Minnesota, and worth the amount of
One hundred and twenty 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

A. D. 187 9

C. J. Halgren
James M. Grate
day of March

C. J. Halgren
Notary Public Minnesota

2102

Court.

County of

John, Judge of the Peace
Wagoner's Court

BOND IN CLAIM AND DELIVERY OR REFRAIN.

I hereby approve the within bond and the
sureties thereon.

Dated March 20 A. D. 1879

William E. John
Justice of the Peace

Filed March 20 1879
William E. John
Justice of the Peace

Emory C. Austin

Plaintiff's Attorney.

Ramaley & Cunningham, Printers, St. Paul.

Filed this 12th day of April 1879

• Jonas P. Arline

Judge of the Peace

State of Minnesota,

County of Leaver

JUSTICE COURT.

James Perry Plaintiff

Amended

AGAINST

COMPLAINT.

Jacob Wirth and
Gustave Leyer Defendants

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, namely to say:

One Roan Cow eight years old. One Red Cow seven years old. One Red heifer three years old. One Roan Steer 4 years old. One steer of Red color with a few white spots ^{about three years old} is about 4 years old. One Steer of Red color with a few white spots. One Red Steer about three years old.

That on the 17th day of March A.D. 1879 at Waterville in said County the Plaintiff and said Defendants made and entered into a contract whereby said Defendants sold and delivered to Plaintiff two horses in consideration whereof and as part of the purchase price thereof Plaintiff delivered to said Defendants the property above described. That the Defendants then and then represented and stated to said Plaintiff that said horses and each of them were sound. That relying on said representations and statement so made by said Defendants and not otherwise said Plaintiff was induced to enter into said contract. That said representations and statements were false and fraudulent in every particular. That on the 20th day of March A.D. 1879 Plaintiff recovered said contract and demanded said property. That the same, all and singular, and the possession thereof, are wrongfully and unlawfully

detained from said Plaintiff by said Defendants at the County of Leaver 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 refuse and neglect 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

Twenty five dollars.

State of Minnesota 3rd James Perry being duly
 sworn says that he is plaintiff in the above
 entitled action. that he has heard read the contents
 and foregoing complaint and knows the contents thereof
 and that the same is true of his own knowledge
 except as to those matters therein stated on information
 and belief and as to those matters he believes it to be
 true -

Subscribed and sworn to before me ^{this} James X Perry
 this 15th day of April A.D. 1879 mark
 Jonas P. Arkin
 Justice of the Peace

Lawson County,
 JUSTICE COURT,

James Perry

vs.
 Jacob Wick et al

Sheweth
 COMPLAINT IN REPLEVIN.

Filed April 15 1879

James P. Arkin
 Justice of the Peace

Filed April 14 1879
 J. H. Cunningham

James H. Cunningham
 Plaintiff Attorney
 JAMES H. CUNNINGHAM, PRINTER, ST. PAUL.

Wherefore said Plaintiff demand's judgment against said Defendant for the immediate
 return and possession of the property above described, or the sum of Twenty five
 Dollars, the value thereof, in case
 a delivery thereof cannot be had, and
 Dollars, damages for the detention thereof, besides the costs and disbursements of this action.

Dated April 15th 1879
 James H. Cunningham
 Plaintiff's Attorney.

State of Minnesota }
County of Lawer }

Justice Court
Before W. St. John, Esq.
Justice of the Peace

James Perry Plaintiff

- against -

Jacob Wirth and

Gustave Liser - Defendant

} Answer of Defendant
Liser

The above named Defendant Gustave Liser
for answer to the Complaint of the Plaintiff
herein denies each and every allegation in said
Complaint contained except as hereinafter
expressly stated and admitted -

And said Defendant Gustave Liser further
answering said Complaint alleges that the
personal property mentioned in said Complaint
is worth and of the value of one hundred and
five dollars.

And for a further answer to said Complaint
said Defendant Gustave Liser alleges that he
now is and was at the time of the commencement
of this action the owner and entitled to the
immediate possession of all of said personal
property described in said Complaint.

And for a further answer to said Complaint
~~and as a counter claim~~ that said Defendant
alleges that all of said personal property was
on the 20th day of March A.D. 1879 wrongfully
taken from the possession of said Defendant Gustave

W. St. J.

Lever by the said Plaintiff and was and is detained by said Plaintiff and that said Defendant in endeavoring to recover possession of said personal property has incurred great expense and damage and has been damaged thereby in the sum of seventy five dollars.

Wherefore the Defendant ^{Gustave Leser} demands judgment against said Plaintiff for the immediate return and possession of the property in said complaint described or the sum of one hundred and five dollars the value thereof in case a delivery thereof cannot be had and for seventy five dollar damages for the detention thereof besides the costs and disbursements of the action

No 6

Filed this 31st day
of March A.D. 1879
Walter S. Jett
Justice of the Peace

Power
Attorney for Defendant Gustave Leser
Filed this 12th March 1879
Donno H. Arline
Justice of the Peace

March 22. 1879
Halter, D. J. & Co. Justice of the Peace

Before me this 31st day of March 1879
I have read and deem to
action is true.

State of Minnesota
County of Ramsey
Gustave Leser being duly sworn deposes that he is one of the Defendants in the within entitled action and that the matter in issue is as follows

State of Minnesota
 County of Leasne }
 James Perry Plff }
 - vs - } Reply
 Jacobowitz and
 Gustav Sier Dfts }

The plaintiff for
 reply to the counter claim of the
 defendant in this action denies
 each and every allegation therein
 contained -

Dated March 3rd ad 1879
 Ernest Kaialui
 Atty for Plff -

State of Minnesota
 County of Leasne }
 James Perry }
 being duly sworn says he is
 plaintiff in the above entitled
 action. That the foregoing reply
 is true of his own knowledge
 except as to those matters
 therein stated on information and
 belief and as to those matters
 he believes it to be true

Subscribed and sworn to before me this 31st day of } James Perry
 March ad 1879 } Mark
 Walter L. Johnson
 Justice of the Peace

Ex 13

Filed this 12th day of April 1879

Jonas P. Atkins
Justice of the Peace

No 7

Arraignment of James Perry

Filed this 31st day
of March A.D. 1879

Walter B. Johns
Justice of the Peace

Filed, Sept 14th A.D. 1879.

Wm. H. H. H. H.
Clerk

State of Minnesota
County of Carver }

In Justice's Court.
Before Walter St John Esq
Justice of the peace

James Perry - Plaintiff

against -

Jacob Wirth

Defendant

And Gustave Lieser - Claimant.

Affidavit

County of Carver } ss.

Gustave Lieser being first duly sworn says
That he is the owner of and entitled to the possession
of all that certain personal property heretofore, to
wit, on the 20th day of March A.D. 1879 seized
upon and taken by one Albert Kunnawau a constable of said County
under and by virtue of a writ of Replevin
issued in the above entitled action -

That said personal property is described as follows

to wit: one roan cow eight years old one red cow seven years old one red heifer
three years old one roan steer 4 years old one steer of red color with a few
white spots is about 4 years old - One steer about three years old of red color
with a few white spots - One red steer about three years old.

That the value of said personal property is one
hundred and five dollars.

That the ground of the title and right of this
affiant is as follows, that said personal
property and each and every portion of it was
on the 18th day of March A.D. 1879 purchased by
this affiant from one Jacob Wirth who was on
said day the owner of said personal property and
was in possession of the same.

Subscribed and sworn to 

Ex. 13

before me this 31st day of
 March A.D. 1879 } Just. Peter
 Walter D. Johnson
 Justice of the Peace

W.C. 4
 Carver County
 Justice Court
 Before M. St. John Esq.
 L. E.

Henry
 . 20.

~~Walter D. Johnson~~

Affidavit of
 Claimant

Filed this 31st
 day of March A.D. 1879

Walter D. Johnson

Justice of the Peace

Filed this 12th day of April
 1879

Gordon P. Allen

Justice of the Peace

Filed September 14th 1879

Wm. W. W. W. W.

Claimant's Copy

State of Minnesota, Samuel Fowler being first duly sworn says
 County of Carver 3rd that he is Attorney for the Claimant within
 named said that on the 31st day of March A.D. 1879 he served a
 duplicate of the within named Affidavit upon the within
 named Albert Kuntzmann by delivering a duplicate of the
 within Affidavit to said Albert Kuntzmann.

Subscribed and sworn to before me
 this 31st day of March A.D. 1879

Walter D. Johnson
 Justice of the Peace

Fowler

State of Minnesota
County of Carver

In Justice's Court
Before Walter St John Esq.
Justice of the Peace

James Perry
Against
Jacob Wirth
and Gustave Lecer

} Affidavit.

County of Carver } ss.

Gustave Lecer being first duly sworn
says that he is one of the Defendants in the
above entitled action - That he believes
that from prejudice and bias Walter St John
Esq. the justice before whom said action is
pending will not decide impartially and
fairly in said action -

And affiant asks that the venue of said
action may be changed according to law.

Subscribed and Sworn to

before me this 31st day of
March A.D. 1879

} Gust. Lecer

Walter St John

Justice of the Peace

Set G.

Filed this 12th day of April 1879
Jonas P. Atkins
Justice of the Peace

1879
Justice Court
Carver County

Ferry
v
North et al.

Affidavit
Filed this 31st day
of March A.D. 1879
Walter L. Johnson
Justice of the Peace
Filed Sept 4th A.D. 1879
Wm. R. Johnson
Attorney for Defendant
L. L. L.

State of Minnesota, In Justice Court
County of Cass }
James P. Plaintiff }
-vs- } Stipulation

Jacob Wirth and
Gustave Loefer Defendants }

It is hereby stipulated
and agreed by and between the
^{Plaintiff} ~~parties~~ in the above entitled action
^{and the Defendant Gustave Loefer}
that this cause be continued to
and be brought on for trial
before Justice P. Atkins. Esq. a
Justice of the Peace in and
for the Territory of Minnesota in the
County of Cass and State of
Minnesota at his office in
Wabasha in said County of
Cass, on the 15th day of April
A.D. 1879. at 11 o'clock of the
forenoon of said day. And it is
hereby stipulated and agreed that said Defendant
Gustave Loefer may can and does file the answer in
this action before Walter St John Esq. the justice before
whom said action was commenced and that said filing
of said answer shall and does have the same effect
as if the same were filed before the justice to whom
said action is transferred also that said Plaintiff
shall have the same right to file a reply herein before
said Justice Walter St John Esq. under the same terms

Det. J.

Filed this 12 day of April 1879

• Jonas P. Atkins
Justice of the Peace

No 8

Justice Court

Perry

v

North et al

Indorsement

Filed this 31 day
of March A.D. 1879
Walter D. John

Filed Sept 14th A.D. 1879
Wm. J. M. M. M.
Clerk

It is ordered that the above docket be kept open for the purpose of receiving further applications for writs of habeas corpus in said action.

Dated March 31st 1879

Emmett H. M. M.

Att'y for Plaintiff

Wm. J. M. M.

Attorney for Defendant

State of Minnesota } In Justice Court before
County of Carver } Jonas P. Atkins Justice of the Peace

James Perry Plaintiff

-vs-

Jacob Wirth and

Gustav Leiser Defendants

Return on appeal

To the Hon

J. L. McDonald Judge
of 8th Judicial District Carver County

I Jonas P. Atkins one of
the Justices of the Peace in and for said
County, do hereby certify and return
that the annexed ~~process~~ and
papers returned from a to z, ~~in~~ inclu-
sive are all the papers relating to
said Cause filed with me and that
the papers marked with the letters A and
B, are a true transcript of my docket
entries in said Cause and also a
true record of all the proceedings
had before me in said Cause

Given under my hand this
the 3^d day of September A. D. 1879

Jonas P. Atkins
Justice of the Peace

State of Minnesota } In Justice Court before
County of Carver } Jonas P. Atkins Justice of the Peace

James Perry Plaintiff

-vs-

Jacob Withrd and Gustav Leser

Defendants

April 13th 1879 This cause came before me on an order for change of venue made by Walter H. John Esq. a Justice of the Peace of Watertown in said County which order appear to have been made upon the affidavit of the Defendant Gustav Leser for change of venue, and the stipulations of the parties now on file in my office.

The cause was called at 11 o'clock A.M. Plaintiff appeared in person and by his attorney E. Hamlin Esq. and filed an amended complaint. The Defendant Gustav Leser appeared in person and by his attorney H. Fowler Esq.

The plaintiff demanded a trial by jury whereupon I directed A. Remwan Esq. the Constable in attendance on Court to make a list of the names of twenty-four inhabitants of said County qualified to serve as jurors in the Dist Court.

The list was made by the officer as directed. Each party then struck therefrom six

Set A.

names, and I then issued a venire for a jury containing the names of the twelve persons remaining on the said list returnable at 2 O'clock this day and delivered the same to A. Remmwanz Constable to serve, I then issued a Subpoena on the part of the Plaintiff for J. C. Edwards and Jacob Gager and handed to A. Remmwanz Constable to serve & recess was then taken until 2 O'clock P. M.

April 13th 1879 - 2 P. M. Cause was called parties appeared, the venire was returned and some of the jurors summoned being absent and some being excused, certain talisman over summoned when both parties consented to a trial by a jury of six, whereupon by the consent of both parties made in open Court the following named persons was sworn as a jury to try the Cause vs. J. R. C. Flood Anthony Tafferson Uwan Lusty Esq. J. Mulford Andrew Johnson and F Barmick.

The cause was then opened on the part of the Plaintiff by E. Hainlin Esq.

The following named persons were then sworn and testified as witnesses on the part of the Plaintiff to wit - James Perry J. C. Edwards W. L. Sudoleth and Jacob Gager. (a number

of objections were made and exceptions taken which appear in the minutes of the Court on file among the papers in this Cause) The Plaintiff then rested his case. Defendants Counsel moved to dismiss the action on the ground that the testimony taken failed to establish a cause of action under the pleadings. The motion was overruled by the Court and the Defendant excepted to the ruling of the Court.

Defendant by his Counsel then rested and waived any argument to the jury.

The Cause was then summed up by the Counsel for Plaintiff and Submitted to the jury who then retired under charge of Constable A Henneman sworn for that purpose.

April 16th 1879 - 12.15 a.m. the jury returned into Court and rendered the following verdict.

State of Minnesota }
County of Carver }

James Peery

-vs-

Jacob Wirth and Gustav Leser

We the undersigned jurors in the above intitled action find a verdict in favor of the Plaintiff for the recovery of the property in the Complaint described, or in case said recovery cannot be made than the said Plaintiff to recover the sum of ninety five Dollars in

line thereof. - Respectfully submitted
Geo. T. Mulford Foreman
J. A. C. Flood Anthony Haffner Andrew
Johnson Swan Lusty Fred Barnick

Thereupon I did adjudge and
determine that the Plaintiff recover of the
Defendant the property described in
the Complaint in this action to wit
one roan cow eight years old, one red
cow seven year old, one red heifer three
years old, one roan steer four years old,
one steer of red color with a few white
spots is about four years old, one steer
about three years old of red color with
a few white spots one steer about three
years old, or for the sum of ninety five
Dollars the value thereof, in case a
return of said property cannot be
had and for his costs and disburse-
ments herein taxed at nineteen and
50/100 Dollars

Jonas P. Allen
Justice of the Peace

April 24th 1879 Defendant filed his
affidavit for appeal to District Court
stating it was made in good faith and
not for the purpose of delay, also
filed his bond in appeal according

Set B.

to Statute with surties justifying in
an amount sufficient to secure the
plaintiff his judgement and costs
which bond I approved, also filed
notice of appeal with proof of service
upon plaintiffs attorney stating the
grounds of appeal to be questions of
both law and facts, also paid me
my fee for making the returns
Appeal allowed,

Jonas P. Atkins
Justice of the Peace

The plaintiffs costs was taxed by me
as follows, — Justice fees

filing 11 papers transcript	\$8.50	ent 14 exceptions	\$2.10
bath to amended Complaint	15	writing 23 folios of	
issuing venire for jury	25	testimony	3.45
swearing jury	25	filing 11 papers	.55
bath to officer taking charge of jury	15	ent. judgment	25
bath four witnesses	60	taxing cost	15
			\$8.45

Constable fees		mitig. dummy jury 7 m.	\$.70
serv writ of replevin	\$.50	serv subpoenas	.40
mileage	.10	Attending Court	1.00
attend court 2 day	.50	taking charge of jury	.50
jury list	.15		\$5.05
swearing venire	1.00		

Witness fees

J. C. Edwards attend court & mileage	\$ 1,12
W. L. Vuddeth	1,12
Jacob Zager	1,12
	<u>\$ 3,36</u>

Jury fees

J. A. C. Flood	50 ^{cts}	} And. Johnson	50 ^{cts}	
A. Hafferson	50		Geo. T. Mulford	50
Wm. Lusty	50		F. Harnick	50
			<u>\$ 3,00</u>	

Filed, Sept. 4th 1889.
 J. H. Hafferson
 Clerk

State of Minnesota
County of Carver

In Justice's Court
Before J. D. Atkins Esq
Justice of the Peace

James Perry
-against-

Jacob Smith and
Gustave Leser

Notice of appeal

Take notice that Gustave
Leser one of the Defendants in the above
entitled action appeals to the District Court
of said County of Carver from all that
judgment rendered against said ~~Defendants~~
and in favor of the above named Plaintiff
in the above entitled action by Jonas
D. Atkins Esq Justice of the peace on the
15th day of April A.D. 1879 and that said
appeal is taken upon questions of both
law and fact

Respectfully

James Perry - Plaintiff

and to E. Hainlain Esq

Attorney for said Plaintiff

C. Fowler

Attorney for Defendants

Gustave Leser

Det. 3.

filed the 24th day of

April A.D. 1879

Jonas P. Atkins
Justice of the Peace

Justice Court
Carver County

James Perry
against
Jacob Wirth and
Gustave Leser.

Notice of appeal

Due service of a copy of the
within notice is hereby admitted
this 24th day of April A.D. 1879

Ernest Konicke

Attorney for Plaintiff

The with Justice after having
served copy on Defendant.
Get Defendant's admission of
service before filing.

filed Sept 4th A.D. 1879,
H. W. Wraymuhl Clerk,

Boyer
Atty for Deft Leser

State of Minnesota,
County of Camer

ss.

IN JUSTICE COURT,
Before J. S. Aikin Esq.

Justice of the Peace.

James Perry
against
Jacob Worth and Gustave Leser

STATE OF MINNESOTA,
County of Camer

Gustave Leser came personally before me, and being duly sworn,
he doth depose and say, that he is Gustave Leser named as one of the Defendants
said in the above entitled cause; that said Defendant Gustave Leser
appeals to the District Court 1st Judicial District in and for said county, from the
judgment rendered by the said Justice of the Peace, in this cause, on the Fifteenth
day of April A. D. 1879, in favor of said Plaintiff therein; and that
the said appeal is made in good faith, and not for the purpose of delay, and further saith not.

Subscribed and Sworn to before me,
On this 23rd day of April 1879 }

E. A. Dutoit
Notary Public

Gust Leser

In Justice Court,

Crow County.

James P. Ray

against

*Jacob Wirth and
Gustave Leser*

AFFIDAVIT ON APPEAL.

Filed on the *24th* day of

April A. D. 187*9*

Jonas P. Atkins

Justice of the Peace.

5-25-76. Ramaley & Cunningham, Printers, St. Paul. 500.

File with Justice

*Filed Sept 4th AD 1879.
Raymond H. Clark,*

*Notary
City for Dept Leser*

State of Minnesota,
County of Carr

IN JUSTICE COURT,

Before J. P. Atkins Justice.

James Perry
- against -
Jacob Mirth and
Gustave Leser

BOND ON APPEAL.

KNOW ALL MEN BY THESE PRESENTS, That we

Gustave Leser

Joseph Franken as principal, and John Kerker and
James Perry as sureties are held and firmly bound unto
above named
in the sum of Two hundred and thirty
Dollars, to be paid to the said James Perry
for the payment whereof, 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 Twenty-third day of April

A. D. 1879

The condition of this obligation is such that, whereas the said Gustave Leser
one of the Defendants above named appeals to the District Court for said county from that certain
judgment rendered by said Justice of the Peace, in the above entitled action, in favor of said
James Perry and against said
Jacob Mirth and Gustave Leser on the Sixteenth
day of April A. D. 1879

NOW THEREFORE, if the said Appellant Gustave Leser
shall prosecute his appeal with effect and abide the order of the Court therein, then this obligation
shall be null and void, otherwise of force and effect.

In testimony whereof, we have hereunto set our hands and seals the day and year aforesaid.

Signed, Sealed, and Delivered in Presence of

Howe
Ch. Curran

Gust. Leser
John Kerker
J. P. Franken

SEAL

SEAL

SEAL

STATE OF MINNESOTA.

County of Carr

ss.

Be it Known, That on this Twenty-third
day of April A. D. 1879, came before me personally Gustave Leser
and John Kerker and Joseph Franken
to me well known to be the same persons who executed the foregoing Bond, and they severally
acknowledged the same to be their own free act and deed.

Lea. A. DuBois
Notary Public
Minn.

State of Minnesota,

County of Carver

ss.

John Kerker

and

Joseph Franken

came before me personally, and being by me first duly sworn, doth say, each for himself, that he is the surety above named; that he is a resident and freeholder of and in this State of Minnesota, and worth the amount of Two hundred and thirty 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
A. D. 1879

John Kerker
Joseph Franken
23rd day of April
E. A. DuBois
Notary Public
Minn.

IN JUSTICE COURT

Carver County

BEFORE
J. P. Atkins Justice.

James Perry

AGAINST
Jacob Smith et al

BOND ON APPEAL.

I hereby approve the within Bond and the sureties thereon.

Dated and filed April 24th

A. D. 1879

Jonas P. Atkins

Justice of the Peace.

Robert

Attorney for Deft Leiser.

File with Justice

Filed September 4th 1879
C. Thompson Clerk.

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

James Perry

vs.

Jacob Wirth &
Gustave Leser

We the jury in the above
entitled action find
for the defendant
Gustave Leser and that
he is entitled to the imme-
-diate possession of the
property in controversy;
and we find
the value of said
property to be the
sum of Ninety five (\$95.00)
dollars.

G. Rade

Foreman

State of Minnesota
District Court
Warner County

James Perry
vs
Jacob Smith and
Susan Vetter.

Verdict of Jury

Filed, October 15th 1849
Edmund Smith
Clerk,

I

State of Minnesota,
County of Carmen.

Superior Court

James Perry,

AGAINST

Jacob North and Gustave Leeson

Affidavit of Disbursements.

Defendant's

~~Plaintiff's~~ Costs and Disbursements.

Statute Costs,

\$ 10.00

Disbursements.

~~Plaintiff's~~ Affidavits,

1.00

Sheriff's Fees,

5.40

Clerk's Fees to be added,

11.40

Jury fees,

3.00

Joseph. Kutil ¹⁰⁰⁰ ~~Plaintiff~~ day ²⁴ mul stones 4.60

Mrs J. Kutil day ²⁴ " " 4.60

William Waf. " " " " 4.60

Costs in justice court 19.86.

Costs of Return and appeal 2.00

\$ 128.00

" 64.01

Total \$ 192.01

Amount Claimed in Summons.

Principal,

\$ 95.00

Interest,

33.00.

\$128.00

State of Minnesota,

County of Carmen.

ss.

Geo W Walsh,

came personally before me, and having been first duly sworn, he doth depose and say,
that he is _____ the Attorney of said Plaintiff in the above entitled cause;

that the above bill and items of Costs and Disbursements therein are just and correct,

and have been necessarily incurred therein, and that each of said witnesses

~~were sworn to before me, and travelled the distance there mentioned and were~~
Subscribed and Sworn to before me, and main witnesses

On this 16 day of September 1884

Geo. W. Walsh

G. W. Wrayenbuhl

Notary Public
Carmen, Minn.

State of Minnesota,

County of _____

Court _____

AGAINST

Affidavit of No Answer.

State of Minnesota,

County of _____

ss.

came personally before me, and having been first duly sworn, he doth depose and say, that he is the Attorney for the Plaintiff in the above entitled action;

and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,

On this _____ day of _____

18

Ernest Hansen.
Atty for Plaintiff
Sine

You will
Please take notice
that on the 22nd day
of September 1884
at 10 o'clock in
the forenoon of said
day I will apply
at the clerk of the
District Court in
and for the county
of Cannon at the Court House
in village of Charles
to them the within and
foregoing items of
costs and disbursements
taken in the within
judgment

Dated Sept 16th 1884

Geo M Walsh
Atty for defts.

District Court
Cannon County.

James Roroy

against
Jacob Smith and
Constantine Kater.

AFFIDAVIT OF NO ANSWER, &c.

Filed the Sixteenth day of
September A.D. 1884
S. H. Grayenbush Clerk.

Geo. M. Walsh

Attorney for Plaintiff

Pioneer Press.

State of Minnesota
County of Carver.

District Court
Eighth Judicial District.

James Perry, Plaintiff
and C. Merriman
and James McGrath, Heirs, etc.
against
Jacob Wirtz and
Gustav Heber, Defendants.

The above entitled action
came on for trial before said Court at the General
Term thereof, on the 15th day of October A.D. 1879, before
a jury duly impanelled and sworn and after trial
had, the said jury rendered a verdict in favor of the
defendant Gustav Heber, for the immediate possession
of the property in controversy to the value thereof assessed
by said jury at the sum of Thirty five dollars.

Now therefore, on motion of Geo. W. Walth, attorney
for said defendant Gustav Heber, it is thereby adjudged
and determined and the judgment of this Court is that
said defendant Gustav Heber recover of said Plaintiff
James Perry and C. Merriman and James McGrath, his
heirs, the immediate possession of the property in controversy
to the value thereof to wit: Thirty five dollars as per verdict,
with Thirty three dollars interest, together with the sum
of Sixty seven dollars and one cent, costs and disbursements
taped in said action, the whole amounting to the sum

of one hundred ninety five dollars and one cent, and that
said Defendant Gustav Hester have his lawful profits
wherefor.

Judgment	\$ 95.00
Interest	" 33.00
Costs & Disbursements	" 67.01
Total	<u>\$ 195.01</u>

Dated September 22^d. A.D. 1884.

By the Court:

G. Graymuhl
Clerk.

State of Minnesota
District Court
County of Ramsey.

James Perry, Plaintiff

vs.
Jacob Mirth
Gustave Heber, Defendants.

Judgment Roll.

Judgment damages \$95.00

Verdict " 32.00

Costs " 67.01

Total \$195.01

in favor of defendt. Gustave Heber,

Filed, January 14th 1885.

C. W. Weyenbucht
Clerk.

- 7 -

Geo. W. Walth Clerk for Gustave Heber
St Paul, Minn.

October 1845.

Jama Perry
ms)
Jacob Wirth and
Gustave Leser.

John Radde
John Lang
Charles Leone
Joseph Bauer 1 D.
Jacob Schog
Gottlieb Radde
Phillip v. Johnson
Maximilian Wepel
Andrew P. Ward
Jonas Anderson
David Johnson
Henry Tesch
Michael Campbell 2 D.
Anthony Bury 3 D.
August Wamner

282

James Perry
Mr
Great Smith and
Antonio Lopez

Chief of Bureau,

Giles October 15th 1849
Gibbsburg
Utah

I

State of Minnesota }
County of Carver }
James Perry

v.s.

Jacob Wirth and Gustave Leser

We the undersigned, jurors
in the above entitled action find
a verdict in favor of the Plaintiff
for the recovery of the property in the
complaint described or in case said
recovery cannot be made - then the
said Plaintiff to recover the sum of
Ninetyfive dollars in lieu thereof.

Respectfully Submitted.

Geo. D. Mulford, Foreman,
J. A. C. Flood

Anthony C. Shefferon
Anders Jansen
Swan Lundy
Fred Barnard

Ex. d.

State of Minnesota
County of Carver

James Perry
against
Jacob Wirth and Gustave Leser

Decision of jury

Filed this 16th day
of April A.D. 1879

Jonas P. Atkins
Justice of the Peace

Filed Sept. 4th A.D. 1879.
C. W. Raymond
Clerk.

(17)

(1) Plff. testimony

James Perry Sworn as part of Plaintiff.

I am the Plaintiff in this action, do know the Defendants by sight, saw them in this town on the 17th day of March, saw them on the 16th saw West on that day did not know Leser then, I know the property described in the complaint, I was the owner of the cattle on the morning of the 17th of March, I raised them from calves on the farm, — I made a trade I traded 7 head of cattle and a note of \$110⁰⁰ to the Defendants for a span of horses, — the trade was made partly at Kiehl's stable and partly at his house. —

Ques. What was said when the trade was made?

Ans. he the Defendant West warranted the horses to be sound,

Def^t. moves to strike out the answer on the ground that it is improper irrelevant and is not testimony pertinent to the pleadings. —

Motion overruled, Def^t excepted to the ruling

Ques. What did he say when he made the warranty?

Objected to as improper impertinent and not pertinent to the issue,

Objection overruled Exception taken

Ans. I told him it was for my boy that I was buying the horses

he clapt the boy on the shoulder and said "I warrant them to be perfectly sound, I am glad you got them;" - I noticed ^{that} the big mare was a little lame and asked what was the matter with her, he said, it was on account of the Cabs, that they had been six or seven days on the Cabs and inside of two or three days they will be all right, they are only sore in the feet by standing in the Cabs, I cant swear wheather Mr. Leser was present or not, I cant remember.

Def. moves to strike out all that testimony relating to the conversation between Plaintiff and Mr. With on the ground that it is improper immaterial and does not relate to the matter at issue.

The motion was overruled and exceptions taken

Ques. Where was you when the warranty was made?

Ans. We was in Kiels house when the bargain was made to the best of my knowledge.

Def. Moved to strike out the last answer on the ground that it

is not responsive to the question
Motion sustained.

Was at Kiedels house when
the warranty was made as near
as I can recollect, but that was
not the only time

Ques. Did he make those representations
or warranty at any other times?

Objected to as immaterial.

Objection overruled and exception taken
Ans. Yes at several times, made them
at Kiedels stable when we was
making bargain for the horses,

Does not know if Defendant Leser
was present or not.

Mr. Leser hitched up the horses and
we drove them through the Town
and we bred the horses then we
came back again and Mr. Wirth
drew up the note and mortgage and
went to a Notary Public and had
it signed, And Mr. Leser took
it and put it in his pocket

Mr Wirth told him to go down
with me and have every thing
fixed up, Then Log Giddels
and my boy went after the
Cattle and put them in Kiedels
yard

Now, Did you see any person
purchase or pretend to purchase
those cattle after the trade was
made at that time or immediately
after

Objected to as leading. by Dep?

Objection overruled and exception taken

Ans. At or about the time the bargain
was made Mr. Graf was about
buying two or three Cows, he asked
me about them, it was the Cows
I traded of, I saw Mr.
Graf pay money to Wirth

Filed the 15th day of April 1879
Jonas T. Perkins
Justice of the Peace

Filed September 14th 1879
J. J. W. Wirth
Wirth,

State of Minnesota,

County of Larson

88.

THE STATE OF MINNESOTA,

WHEREAS,

James Perry
Write.

To the Sheriff or any Constable of said County:

complaints that

first name unknown

has taken and does unjustly detain

the following goods and chattels, to wit:

one Brown cow eight years old, one red
seven years old, one red heifer three years old, one brown
four years old, one steer of red color with a few white spots
about four years old, one steer about three years old of
color with a few white spots, one red steer about two years

and which are of the value of

Twenty five

(95-)

Dollars.

THEREFORE YOU ARE COMMANDED that you cause the same goods and chattels to be replevied without delay; and

343

No. 8.

JUSTICE COURT
WRIT OF REPLEVIN.

Ramaley & Cunningham, Printers, St. Paul.

*Filed Sept 4th 1879
G. H. Gray*

Service, \$.50
Copy, " "
Mileage, " "
Fees, " "

Constable

of Hennepin Co

we a and County of Hennepin

tendant by *Edward A. Jensen*
~~and the within summons upon the within named De~~

~~in said County, +~~

~~at the~~

day of ~~the~~ further certify that on the

and I

Jensen firm

and delivered the same to the within named

1879 I took the property therein described, viz:

the within writ, on the *20th* day of *March*

I certify, in obedience to

County of *Hennepin*

ss.

State of Minnesota,

No. 8

IN THE SHIRE

James Perry

shall give security, as required by law, that you cause the said goods and chattels to be delivered to the said *James*

Perry

and also that you summon the said

Wirth

to be and appear before me, one of the Justices of the Peace in and for said County, on the *31st*
day of *March* 1879 at *ten* o'clock in the *fore* noon, at
my office in Water town
James Perry in the said County, to answer complaint of

Given under my hand, this

20

day of

March

A. D. 1879

Walter S. S.

filed this 12th day of April 1882

Jonas P. Atkins

Justice of the Peace

L. A. L.

Defendant appears specially by S. Foster his Attorney
and moves to dismiss the action on the
following grounds:-

1st That the return made to the writs in said
action do not show that the same have ever
been served.

2nd That the justice before whom said
action is pending is not a qualified
justice in and for Carter County.

Motions denied and

Exception taken by Defendant & A. A.

No 10

filed this 12th day of April 1879
Jonas Perkins
Justice of the Peace

filed Sept 11th 1879.
Edw. Raymond
Clerk

Justice Court

State of Minnesota }
County of Carver }
James Perry Plaintiff }
Jacob Wirth and Catharine Leiser Defendants }
Village of Watertown

March 20th A.D. 1879

Plaintiff filed an affidavit in
Replevin also filed Bond in Replevin
in writing with securities thereon
was approved by me whereupon I
issued Writ of Replevin in this
action returnable on the 31st day
of March A.D. 1879 at 10 o'clock in
the forenoon of that day office in
Watertown in said County and delivered
the same to Constable A. Remwang
to serve

March 31st A.D. 1879

Writ of Replevin returned by A.
Remwang Constable with his return
Endorsed thereon as follows

State of Minnesota }
County of Carver } ss

I certify that in obedience
to the within writ on the 20 day
of March 1879 I took the property
therein described and delivered
the within named defendant
James Perry and I further certify
that the within named defendant

Ex. M.

filed the 12 day of April 1879

Jonas T. Atkins

Justice of the Peace

cannot be found in the said
County of Carver & Remondy
Constable

The case was then called Plaintiff
appeared in person and by his
Attorney E Wainlin Esq

Defendant Jacob Waath appeared
specially by B Fowler his Attorney and
moved to dismiss this action on the
following grounds

1" that the return made to the writ in
said action does not show that the
same has been served

2" that the Justice before whom said
action is pending is not a qualified
Justice in and for said County of Carver

Plaintiff opposed said motion and
asked for time in which to make and
file an affidavit under the statutes for
the purpose of obtaining the order of the Court
to serve the summons herein by publication

Defendants motion to dismiss
was denied for the purpose of allowing
plaintiff to make and file such
affidavit and defendant Excepted

The Defendant Gustave Liser
then made and filed an affidavit
of demand marked "No 4" and asked
to be made a co Defendant herein

Plaintiff filed his complaint
in writing duly verified herein

The Defendant Gustave Leiser then
appeared generally in person and by
his Attorney S Fowler Esq and filed his
answer in writing duly verified to
the complaint in this action

Plaintiff then filed a reply
duly verified in writing

Defendant then made and filed
an affidavit for a change of Venue the
plaintiff and defendant by their Attorneys
E Mainlin and S Fowler then stipulated
in writing by stipulation signed by
them in open court that this cause
be transferred to J P Atkins Esq Justice
of the Peace in and for the Town of
Watertown in said County of Carver on
the 15th day of April A D 1879 at 11
o'clock in the forenoon of said day which
stipulation is on file marked "No 8"
The application for change of Venue was
then granted in accordance with said
stipulation and the cause transferred
to the said Justice of the Peace
J P Atkins Esq

My fees amounting to the sum of
\$ 2.50 was then paid by Defendant
Gustave Leiser
Walter A. Johnson
Justice of the Peace

State of Minnesota }
County of Carver } ss

I hereby certify that the foregoing is a true transcript of my Docket and a true record of the proceedings had before me in the above entitled action and that the enclosed papers numbered 1 to 10 inclusive are all the papers filed with me in said action.

Walter L. John
Justice of the Peace

Filed, Sept 4th 1889
W. L. John
Justice of the Peace

State of Minnesota,

County of Carver

88.

The State of Minnesota,

To J. L. Edwards & Jacob Yager

Let it
 You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for said County, at Natitwin in said County, on the 15 day of April at 11 o'clock in the fore noon

of said day, to give evidence in a certain case then and there to be tried between

James Perry plaintiff, and
Jacob Wirth and Gustave Seer defendant

on the part of the plaintiff.

Given under my hand, this

15thday of April, A. D. 1879Jonas P. Wins

Justice of the Peace.

State of Minnesota, } ss.
County of Laver

I certify that I served the within
Subpoena on the within named J. R. Edwards

at the town of Watertown in said County.

by reading the same to each of them in
person in their hearing -
Service, § .15

Fees,	40
-------	----

Dated April 14 1879

Filed this 15th day of
April A.D. 1879

Jonas P. Atkins
Justice of the Peace

Rampaley & Cunningham, Printers, St. Paul.

Upsted Sept 4th 1889
 Attorney in Court
 Clerk

East River

On the part of
James M. Smith

SUBPENA

State of Minnesota,

County of Carter

ss.

The State of Minnesota,

To Jules K. KitchJames F. McKens Sen

See A. P.
 You are hereby required to appear before ~~the undersigned~~, one of the Justices of the Peace in and for said County, at his office in said County, on the

15th day of April 1879 at seven o'clock in the fore-noon of said day, to give evidence in a certain case then and there to be tried between

James Perry plaintiff, and
Wm. H. North and Gustave Sen defendant

on the part of the Defendant

Given under my hand, this

15th

day of

April

A. D. 1879

Walter A. John

Justice of the Peace.

State of Minnesota,

County of

Carver

} ss.

I certify that I served the within

Subpoena on the within named

Julius

at the town of

Watertown

in said County,

on the

15th

day of

April

1879

that I paid to him one days fee
as witness

Service, \$.15

Mileage, .23

35

Fees,

Attest
Constable.

Dated

April 15th

1879

Filed this 15th day of
April A.D. 1879

Jonas P. Atkins

Judge of the Peace

Kennedy & Cunningham, Printers, St. Paul.

Filed Sept 14th 1879

ss.

Attest
Clerk,

On the part of

SUBPOENA

State of Minnesota,
County of Carver } ss.

The State of Minnesota,
To the Sheriff or any Constable of said County:

You are hereby commanded to summon

Gust. Schlegel & S. Gustafson, Single & John
H. & S. B. Kohler & Jos. Martin & E. Moors
J. Johnson & F. Barnick & Fritz Seiders &
Sgt. Fawcett & A. C. Florid &

to be and appear before the undersigned, one of the Justices of the Peace, in and for
said County, on the fifteenth day of April, 1879, at 2
o'clock in the afternoon of said day, at Kohler's Hall
in the Village of Watertown in said County, to make a jury for the trial of a
Civil Action between James Perry

Plaintiff, and Jacob Wirth and

Gustave Lauer
Defendant, and have you then and there this writ.

Given under my hand this 15th day of April A. D. 1879

Jonas P. Atkins

Ex. 2.

Justice's Court,
County of *Carver*

Before *Jonas P. Atkins Esq.*
Justice of the Peace.

James Perry

AGAINST
Jacob Wirth and Susan Leese

VENIRE

*Filed this 13th day of
April A.D. 1874
Jonas P. Atkins
Justice of the Peace*

POSTER PRINT.

*Filed Sept 4th 1874
G. W. Wraymuhl Clerk*

State of Minnesota,

County of Crow

88.

The State of Minnesota,

To W. L. SeidelJames P. Perkins

L. A. R.
 You are hereby required to appear before the ~~undersigned~~, one of the Justices of the Peace in and for said County, at Watertown in said County, on the

15th day of April 1879 at 11 o'clock in the fore noon of said day, to give evidence in a certain case then and there to be tried between

James Perry plaintiff, and
Jacob Wick and Gustave Tesier defendant &

on the part of the plaintiff

Given under my hand, this 14th day of April A. D. 1879

Walter E. John
 Justice of the Peace.

SUBPENA

On the part of Plaintiff

James Barry

U.S.

US.
Jacob Wirth et. al.

Ramaley & Cunningham, Printers, St. Paul.

Filed this 15th day of
April A.D. 1879

Jonas P. Atkins
Justice of the Peace

John W. H. & Co. N.Y.

281

Dated _____

Constable.

Fees,

Mileage,

Service, \$.15

on the day of *Sept* 187

at the town of Marion in said County,

Subpoena on the within named.

I certify that I served the within

State of Minnesota,
County of *Dane* } ss.

(2) Plff

Did you take the horse home after taking
the cattle to Kitch's yard?

Yes.

Took the horse home and had them
three days in his possession & then
brought them back to Kitch's.

Why did you bring them back?

Because they were not what they were
as he represented ^{them} to be.

In what respect did they differ from
what he represented them to be?

Because they were all stiffened up
and the longer he kept them the stiffer
they got & are yet.

Did you work them while in your possession?
One of them I did - the other I didn't.

Which one was it you didn't work?

The big bay.
Why didn't you work her?

Because she was not able. Worth told
me she was not able in a lot of riding in
the car. I didn't work her because
she was lame & couldn't get around
& is lame yet.

Got paid upwards to examine her.
Brought horses to Kitch's then.

Commanded cattle from Kitch &
he would not give them to me.
This was on the day that Command

Ex. 12

I then replevied them. They were in the same place then that they were when I delivered them to Defdt. Defdts neither were here at that time.

(Objection)

What did Keitel say to you at the time you demanded the cattle? Objected to as irrelevant, immaterial and improper.

Objection sustained & Exception taken.

Cattle mentioned in complaint were worth \$90.⁰⁰ or \$95.⁰⁰

X 9x

— Cross Examined —

They are worth \$95. more or less. Am a good judge of cattle. They are worth \$95.⁰⁰ might be worth more. Believe they are worth that, might be worth more to somebody else.

Wouldnt swear they were worth less than that when they were replevied.

(Objection)

What value did you put on cattle on the day of the trade? Objected to as irrelevant & immaterial.

Objection sustained & Exception taken.

Made note to Wirth

Chattle mortgage made to Wirth.

When first talked of making trade

Peter Campbell, Ed Flood & L. Suddith
were present. Don't remember of
Leser being present at that time.
Campbell talked to me at the time of
the trade, ^{recollection of} No talk with Leser until
he hitched horses up. Something
said ^{about horses} when Campbell & others were
present. At that time were present
Ed Flood, my son, Tom Haverly and
O'Brien son & Logan Suddith and
I made the trade on the warranty.
These men heard the warranty.
Some of these men are in town now.
I can't say Leser was present then.
Was a holiday - A great many people
were in town. Next talk of
Warranty was in at Keitel's.

All previous mentioned names
were there except Ed Flood, did
not see Leser there. Leser did
warranted the horses to me while
I was riding past School house
with him. Said he would warrant
them to be sound as far as he knew.
Had other conversation with Leser.
Leser talked of horses being in cars
so long - they were stiff in the feet,
worth told Leser to hitch them up while
He & worth were making the bargain.

filed this 15th day of April 1879

Jonas P. Arlins

Juror of the Peace

Bargain was not closed & note
not signed until after I took the
ride, Price ^{of cattle} was not fixed
until after the ride. Told Logan
Suddith there was \$10—difference in
the trade between them & for him to
go back and split the difference with
them. Did not ask Leser when
riding with him what horses
were worth. Drove with Leser
about a quarter of a mile.
Made the note after taking the ride
and went with Leser to C. S. Halgren's
Notary Public to have papers drawn.
Heard no talk between North & Leser at that
time. Did not hear Leser say he
would get money to pay Halgren
from North. Couldst say it
without his hearing it. Saw one
of the horses about an hour ago.
Used one of them since the trade.
Used one of them today. My note & ^{my}
mortgage shows for them and they
are mine until I get note and
mortgage returned.

Re Direct Examined
Left them at Keitel's eleven days.
Took them home then because

I could keep them cheaper at home,
Am a farmer.

Say the reason I took horses
home was to protect myself on the
note & mortgage & because I could
keep them at home cheaper.

(Objection) Would you or would you not
have made this trade with Wirth
if Wirth had not represented the
horses as sound. Objected to,
as improper immaterial and not
proper subject for redirect examination.
Exception overruled. Exception taken.

Would not have bought horses if they
had not been represented to me to
be sound.

Joseph Edwards Sworn.
" " "

Live in Watertown - Am a farmer
and horse doctor - Doctored horses
ten years. Heard most of Perry's
testimony. Know one of horses.
Saw them before Perry got them, at
Keitel's Stable. Was called in by a
man with Leser. Perry got
me to examine the bay mare on
the day suit commenced. Did
not find said horse to be sound.
It had been foundered.

and settled in the shoulders for
at least two or three months,
Horse was lame at the time.

Don't think horse can be cured
so as to make him sound again.
Founders could not have taken place in
two or three days previous.
Saw other horses but took no
particular notice of it.

X Ex - — Cross Examined —

Don't know defdts to be
partners - Did not represent
themselves to me as such.

Man with Leser asked me to look
at the horses.

— W. L. Suddith Sworn —

— " — " — " —
Live in Watertown. Know all
parties to the action. Heard the
testimony of Perry. Was present
at the time the trade was made
between these parties. Heard
talk at Kitch's Stable between the
parties - Leser and Worth both
warranted horses to be sound
before trade was made. Was
present when horses were hitched
up. Perry & Leser were in wagon.

Perry asked Leser if horses were sound - Leser said they were^{and} that there were no blemishes on them. After that I went out to Mr Perry's and help drive in the Cattle.

Cattle were put in a pen in Mr Keitel's yard. No mark put on Cattle at that time - Don't know if there was afterward.

Did you see anybody purchase or pretend to purchase any of those Cattle shortly after they were brought to Keitel's Yard - I did

Objection made -

obj -
Excep -

Objection overruled & Exception taken

William Graf pretended to purchase them of Jacob Wirth. He paid Wirth \$30 - for them in paper money.

What did Wirth do with the money?

Objected to, as immaterial.

obj -
Excep -

Objection overruled & Exception taken
Put it into his pocket. This was about half an hour afterward.

At that time I was not working for any one. When I brought Cattle in I was working for Wirth.

I went with Leser to Winsted and Silver Lake after that

Remained in their employ twelve days. Went away with them on the 18th day of March 1879.

I know when defendants first heard that Perry had replevied the Cattle. It was at Winstead on the following Sunday after the trade was made.

Leser was at that time at Silver Lake with horses to sell. I heard a conversation between Leser & Wirth at Silver Lake on Monday after that. Part of it was in German & part English. German part did not understand.

Wirth told Leser he must come to Watertown after those Cattle of his. Wirth gave Leser a bill of sale of the Cattle, and told him if Perry didn't give up the Cattle - to go to Chaska and get a writ and a lawyer to get the Cattle. Wirth hired a team to bring Leser to Watertown - for Gasmer's team.

Wirth gave Leser money. On Saturday they came to Watertown. They bought other Cattle & horses after this trade. How did they mark their Cattle?

Objected to, as immaterial
Objection Overruled & Exception taken

Filed this 15 day of April 1879
James P. Atkins

Justice of the Peace

Obj-
overruled
Exceptions

Cattle marked with a "W" and put
on with shears - They traded for
23 head of Cattle after they left
here and three calves also.
I helped drive the Cattle to Minneapolis,
They were delivered to Jacob Wirth.
Do not know when bought from Mr.
Staus same day - Leser and
Wirth both told me they were
partners, They told me what
to say when I came home and
Mr Wirth gave me \$2.00 to keep
still about it.

Cross Examined

I got back Monday the 31st March
I spoke to a great many in town
about this trade after I got back.
Did not tell them all I have told
tonight, I told the story Wirth
wished me not to tell, I told the
people here I got paid to keep still,
Wirth told me not to say anything
about their business, He told me
to tell in Watertown that he was
in Milwaukee, I did not do so, I
was told by him to keep my mouth shut
I was Silver Lake when Leser told
me that Wirth were partners, that
before Cattle were replevied

W
A
D
S

X Ex

Wirth paid all bills for keeping
stock and Hotel bills also.
never saw Leser pay any bills.
Wirth gave him money to pay me
for going to Minneapolis. I was
not just by but heard Wirth say to Leser
never mind & pay for taking the
Cattle to Minneapolis. When Wirth
spoke to Leser he spoke in English.
He said when we were about to
leave with the Cattle - Here is money
to pay for taking Cattle to Minneapolis.
Had no trouble with Wirth or Leser.
When they spoke about bringing Cattle
they said better not come. They
spoke in English. Mixed talk was
in English. Wirth made out the
bill of sale of Cattle. It was to
show he sold the Cattle to him.
Bill of sale was written. At
every place where he bought Cattle
he made out a bill of sale of them.
Law Leser sold two teams of horses
in Silver Lake but did not take
the money for them. He bargained
for them & Wirth took the money.
One was a barrel team and the
other was one way more & left more

Perry myself Ed Flood & Graf all were
in the stable when the trade was
being made. Wirth, myself,
Hitz Grof Ed Flood, Perry & son were
in the Keitels house while trade was
made, Leser was at stable hitching
up horses. Was on St Patrick's day,
Was in house, when trade was made,
Drove about half mile on St Patrick's day,
I heard what was said in wagon that
day. Did not hear Perry ask Leser
the price of the horses. Leser said
he would warrant horses to be sound
in every particular & no blemishes
on them and to pull good. Did
not hear Leser say the horses were
right so far as he knew. Know
I am right - Helped Leser unhitch
horses. Was present when note
was signed, I signed the mortgage
as a witness. I talked some to
Perry & others while they were trading
I said if they were sound they were
a cheap pair of horses. Four
of us in wagon. Wirth hired
me - Wirth gave me orders to
hitch & unhitch horses when I
worked for him.

Re Direct

"Over"

filed this 18th day of April 1879

Jonas P. Atkins

Justice of the Peace

Filed Sept 14th 1879,
C. W. Weyenbuhl
Clerk.

Do you know what Wirth & Lieser
did to the horses when they wanted
to take them out to ^{exhibit them} make a trade
in order to make them act lively?
Obj- Objectioned to as irrelevant & immaterial
Excep- Objection overruled & Exceptions taken.

Yes - They put red pepper in their
hind end and turpentine on their
ankles & something their nose,
I helped fix them up. I had
a stick made for the purpose.

Jacob Gager. Sworn.

Know parties to the action -
Saw them in Waterbury on 17th of
March - Where did you go and
who did you go with?

Obj- Objectioned to as being immaterial.
Excep- Objection overruled & Exceptions taken.

Went with Wirth to Jonas Ek's, from
there to Brandenburg & from there to
Mathias Staus. Wirth traded Staus
a horse for a yoke of Cattle and a
note for \$10.⁰⁰ Was a gray horse.
Had a talk with Wirth after the trade.
Wirth said the horse he traded Staus
had the heaves worse than Staus
mare had them that he had there now.
Wirth warranted the horse to be sound

Was about 10 rods from Stausen's house when Wirth told me this. Wirth said he was going to sell Perry a team & his partner Lessor would do it. Nobody came here with Wirth & Lessor so far as I know.

Motion to
Dismiss
the action

Defendants Counsel moved to dismiss the action on the ground that the testimony taken fails to establish a cause of action under the pleadings.

Motion overruled & Exception taken.

Defendants Counsel here rested their case & waived any argument to the jury.

W.
S.

filed April 15th 1879

Jonas P. Atkins
Justice of the Peace

filed Sept 14th 1879
Gutierrez
Wink,

7
Judgment Roll.

Know all men by these Presents.
That whereas Gustav Leser of Milwaukee
Wisconsin. did on the 22nd day of
September 1884. recover by judgment
in the District Court Eighth Judicial
District State of Minnesota, in and
for the County of Barron, against James
Perry, C. Merriman and James McGrath,
the sum of One Hundred ninety five
and 1/100 dollars, as by the records thereof
will more fully appear.
Now I the said Gustav Leser, in
consideration of One Dollar, the receipt-
whereof is hereby acknowledged, have
sold, assigned, transferred and set over
unto Joseph Martin, of ~~St. Paul~~ ^{St. Paul}
Minnesota, and hereby sell, assign
transfer and set over unto the said
Joseph Martin, the said judgment,
and any and all sum or sums of
money, or other benefit or advantage
that may be had or obtained by reason
of said judgment.
And I do hereby make, constitute
and appoint the said Joseph Martin,
his Executors, Administrators and
assigns, to be my true and lawful
Attorney or attorneys irrevocable, for
me, and in my stead but for his
sole and proper use and benefit,
and at his own costs and charges
to ask, demand, and by all lawful

means recover and receive all
money due or to become due, on
the said judgment, and on ex-
ecution upon the said judgment
or process legal proceedings upon
said judgment which I might
do for the recovery thereof, and on
payment or collection of the same
to give good and sufficient releases
and discharges of the said judgment,
and to substitute attorneys under
him for the purposes aforesaid and
revoke the same.

In witness Whereof I have hereunto
set my hand and seal this 20th day
of July 1886.

Gustav Leser [R.S.]

State of Wisconsin }
County of Milwaukee }

Be it known that on this 20th
day of July, AD 1886, personally came
Gustav Leser, the person who executed
the same freely and voluntarily, for
the uses and purposes herein expressed.

Legislative }
Notary Public
Wisconsin

State of Minnesota
District Court
County of Carver.

James Perry, Plaintiff
vs

Jacob Wirth, and Gustav Leser
Defendants

Assignment of Judgment by
Gustav Leser to Jacob Wirth

Assignment of
Judgment

Filed April 24th 1884
A. H. Grayson, Clerk

1 Know all men by these Presents.
2 That, Whereas, Gustav Leser of Milwaukee
3 Wisconsin, did on the 22nd day of
4 September 1884, recover by judgment, in
5 the District Court, Eighth Judicial District,
6 State of Minnesota, in and for the County
7 of Carver, against James Perry, C. Merriam
8 and James McGrath, the sum of One Hundred
9 Ninety five and 1/100 Dollars, as by the record
10 thereof will more fully appear. ^{and}

11 Whereas said Gustav Leser, did, by an
12 instrument in writing, under his hand
13 and seal, made and dated on the 20th day
14 of July A.D. 1886, duly acknowledged and
15 delivered, sell and duly assign transfer
16 and set over, unto Jacob Wirk of St. Paul,
17 his Executors, Administrators or assigns,
18 the aforesaid judgment, and any and all
19 sums of money or other benefit or advantage
20 that may be had or obtained by reason of
21 said judgment. ^{and} did authorize and
22 empower said Jacob Wirk, his Executors
23 Administrators or assigns, to ask, demand
24 and by all lawful means recover and
25 receive all money due or to become due
26 on said judgment to the same extent, that
27 said Gustav Leser could do were such assign-
28 ment not made.

29 Now I, the said Jacob Wirk, the assignee and
30 owner of such judgment, in consideration
31 of One Dollar, and other benefits, the
32 receipt whereof is hereby acknowledged, have
33 sold, assigned, transferred and set over

unto James McGrath of Watertown
Minnesota, and hereby sell assign
transfer and set over unto said James
McGrath the said judgment so as aforesaid
recovered by said Gustav Lier, and by
him sold and assigned to me, and any
all sum or sums of money, or other
benefit or advantage that may be had
or obtained by reason of said judgment,
To Have and To Hold forever.

And I do hereby make, constitute and
appoint the said James McGrath, his
Executors, Administrators and assigns
to be my true and lawful Attorney or
Attorneys, irrevocable, for me, and in my
stead, but for his sole and proper use and
benefit, and at his own cost and charge
to ask, demand, and by all lawful means
recover and receive, all money due or
to become due, on the said judgment, and
to sue out Execution upon said judgment,
or prosecute legal proceedings upon the
same, which I might do for the recovery
thereof, and on payment or collection
of the same, to give good and sufficient
releases and discharges of said judgment
and to substitute Attorneys under him
for the purposes aforesaid.

In Witness Whereof, I have hereunto set my
hand and seal this 11th day of April 1887

Supervisor of

J. O. Hammen

A. R. Kuiper

Jacob Wirth [Seal]

1 State of Minnesota } ss.
2 County of Ramsey,

3
4 It is known that on this 18th
5 day of April A.D. 1887, before me personally
6 came Jacob Witt, to me known to
7 be the identical person who executed
8 the foregoing assignment, and acknowledged
9 that he executed the same for the uses
10 and purposes therein expressed.

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Notary Public Ramsey County
Minnesota

State of Minnesota
District Court
County of Leaver.

James Perry, Plaintiff

vs
Jacob Wirth and
Gustav Keder
Defendants.

Assignment of
Judgment by
Jacob Wirth to James McGrath.

Filed April 24th 1884
Attest: [Signature]