



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

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Labor performed
No. 1242

DISTRICT COURT,
CARVER COUNTY, MINN.

Aug. Breneke by his next
friend Ernest Kaindl
Plaintiff.

Martin Meidinger, Henry
Stobach and Chas. Sedle, Defendants
as Heide, Stobach and Schiefele
Defendant.

Ernest Kaindl
Plaintiff's Attorney.

Wm C. Odell
Defendant's Attorney.

Date of Entry September 20, 1879
Court Register
Register of Actions A Page 10

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 *Crow* } ss.

THE STATE OF MINNESOTA,

To the Sheriff or any Constable of said County:

You are hereby commanded to summon *Martin Michofen, Henry Strotach*
and Charles Schleffe, Co-partners as Michofen, Strotach and
Schleffe, Defendants,

if ~~they~~ shall be found in your County, to be and appear before the undersigned, one of the Justices of the Peace
in and for said County, on the *23rd* day of *August* A.D. 18 *79* at *nine*
o'clock in the *fore* noon, at my office in the *Village* of *Watson*
in said County, to answer to *August Borneke (Infant)* by his next
friend Ernest Heinicke Plaintiff

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

Given under my hand this *15th* day of *August* A.D. 18 *79* *A.D. 18*

Walter L. John
Justice of the Peace

State of Minnesota

Carver

County, ---ss.

I hereby certify that I personally served the within summons by reading the same to the within named defendant, in his hearing, and at his request, delivered to him a true copy thereof, in said County, on the 14th day of August 1879 at the Town of Chaska in said County & State

Math. Layton Constable.

~~Fees~~ ~~Filed at~~

Service,

Copy,

~~Wit~~

Adelberg

15

15

20

\$ 15.00

SUMMONS,

AGAINST.

August Bierma

Filed 23rd day of August A.D. 1879

Walter DeLoach
Justice of the Peace.

Filed Sept 24th 1879
C. W. Wraymire
Deputy

10.

No 1

State of Minnesota
County of Leaver } ss

To Walter St John Esq Justice of the
Peace of said County.

Sir, I do hereby request
you to appoint Ernest Hennrich Esq of
Washington Minnesota my next friend
for the purpose of commencing and
prosecuting an action against Martin
Miehofen Henry Ströback and Charles
Schleife, co-partners as Miehofen Ströback
and Schleife, of Chaska Minnesota
Dated August 13th ad 1879

August Borneke

State of Minnesota
County of Leavenworth
In Justice Court

August Boncke et al
- vs -

Martin Melchior et al

Request to appoint next
friend for Plaintiffs

Filed August 15/879

Walter S. John

Prothonotary of the Court

Filed Sept 20th 1879.
E. W. Weymühl Clerk,
- 10 -

No 2.

State of Minnesota } In Justice Court before
County of Leavenworth } Walter St John Justice of the Peace
August Borncke, by his
next friend Ernest Hauke
Plaintiff

Order appointing next
friend.

-vs-

Martin Meisner, Henry
Grodek, and Charles Schlichte
co-partners as Meisner, Grodek & Schlichte
Defendants

To Ernest Hauke
Watertown Minn.

You are hereby notified that
by request of August Borncke the above plaintiff
you are hereby appointed the next friend of
him, the said plaintiff August Borncke, for the
purpose of prosecuting the above entitled action
Dated August 15th A.D. 1879

Walter St John
Justice of the Peace

State of Minnesota }
County of Leavenworth } ss

I hereby accept the above
appointment and agree to act as the next friend
of August Borncke in the said action.

Dated August 15th A.D. 1879

Ernest Hauke

No 4

State of Minnesota } In Justice Court Before
County of Carver } Walter St. John Justice of the Peace
August Bonke by
his next friend
Ernest Hainlin Plaintiff

- 75 -

Complaint

Martin Merhopf Harry
Shrbuck and Charles
Schleple, Copartners as
Merhopf Shrbuck & Schleple }

1 The plaintiff complains
and alleges, that between the 6th day of April
A.D. 1879 and the 14th day of July A.D. 1879
the plaintiff at Chariton in said County
worked fifty four and one fourth ($54\frac{1}{4}$)
days for said defendants as a laborer
in their brick yard

2 That said services were reasonably
worth seventy $75/100$ dollars,

3 That defendants have paid
plaintiff therefor the sum of thirty
six dollars and no more, and that
there now due and owing the plaintiff
thereon the sum of thirty four $35/100$
dollars which became due on the
14th day of July A.D. 1879

4 That defendants refuse to pay
the same,

Wherefore plaintiff demands
judgment against the defendants
for the sum of thirty four $35/100$ dollars
and interest thereon from the 14th day of
July A.D. 1879 and his costs

and disbursements herein.

Dated August 23rd A.D. 1879

Ernest Hemelin

Atty for Plffs

State of Minnesota }
County of Cass }

August Borneke being
duly sworn says that he is plaintiff
in the above entitled action, that the
alleged complaint is true of his own
knowledge except as to those matters
therein stated in information and being
sworn as to those matters he believes it to
be true.

Subscribed and sworn to }
before me this 23rd day of }
August A.D. 1879 }

August Borneke

Walter S. Johnson
Justice of the Peace

Filed August 23
A.D. 1879

Walter S. Johnson
Justice of the Peace

Filed Sept 20th A.D. 1879.
Ernest Hemelin

11

County of Carver } ss.

Before W. St. John Esq
Justice of the peace

August Burnake Plaintiff
Eugene Hainlin his next friend
- against -

Martin Meisner Henry
Strobach and Charles Schlefle
Co-partners as Meisner Strobach and
Schlefle

State of Minnesota } ss.
County of Carver }

Charles Schlefle being duly sworn, says
that he is one of the Defendants above named
in the above entitled action, and that said
Defendants appeal from the judgment
rendered by Walter St. John Esq on the 23^d day of
August 1879 ~~for~~ to the District Court in and
for said County which judgment was for the sum
of forty dollars and that said ^{appeal} of said Defendants
is made in good faith and not for the purpose of delay.

Subscribed and sworn to before me
this 1st day of September A.D. 1879
Geo. A. Dutoit
Notary Public. Minn.

Charles Schlefle

Justice Court
Cannon Co.
Before W. Sh. Johnson Esq
J. R.

Bumake
vs
Meihofer Stöckel &
Schlefe.

Affidavit on
appeal

Filed Sep 11
a d 1879

Walter Dyer

Justice of the Peace
Filed, Sept 2nd 1884.
2 Edw. W. C. C. C. C.

Storham! (11)
Atty for Appellants.

State of Minnesota, In Justice Court
County of Carver ss. Before W. L. John Esq
Justice of the peace

August Burnake a minor by Ernest Hainlin
his next friend - Plaintiff,
- Against -

Martin Meikhofer Henry
Strobach and Charles Schlefle
copartners as Meikhofer Strobach
& Schlefle

To the above named Plaintiff
and to Ernest Hainlin Esq his Attorney

You will please take notice
that the above named Defendants appeal
to the District Court in and for said
County of Carver from the judgment
rendered against them on the 23rd day of
August 1879 by said Walter L. John
justice of the peace, in the above entitled
action, and that said appeal is taken
upon questions of both law and fact.

Dated September First 1879

Yours &c
C. W. L.

Defendants' Attorney
Chaska Minn.

Justice Court
Carver County

Bumake
v
Meekhof Strobaek
and Schley -

Notice of Appeal

Service of a copy of the
within notice of appeal is
hereby admitted this 1st
day of September 1879
Ernest Haaslin

Plaintiffs Attorney
Filed Sep 1st 1879
Walter B. Johnson
Justice of the Peace

Schley
- 1015 -
Def's Atty

Filed for Plaintiff's Use
Sept 1st 1879
Walter B. Johnson

State of Minnesota,
County of Carr

IN JUSTICE COURT,

Before Halter St John Jy
Justice of the Peace.

~~Martin Meihof~~
by August Burnake minor
his next friend Plaintiff
- against -

BOND ON APPEAL.

Martin Meihof Henry Strobach
and Charles Schlefe Co-partners as
Meihof Strobach and Schlefe - Defendants

Know all Men by these Presents, That we

Charles Schlefe one of the above named Defendants for and in behalf of all
of said Defendants as principal, and George Faber and Otto Stroeck
as sureties, are held and firmly bound unto August Burnake the
Plaintiff above named, in the sum of Eighty

Burnake Dollars, to be paid to the said August
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 First day of September
A. D. 1879

The condition of this obligation is such, that whereas the said August B Defendants
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 Plaintiff
and against said Defendants on the Twenty third day of
August A. D. 1879

Now Therefore, if the said appellant
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

Bowen

R. Melvin

Charles Schlefe L.S.

George Faber L.S.

Otto Stroeck L.S.

STATE OF MINNESOTA,

County of Carr

Be it Known, That on this First

day of September D. A. 1879, came before me personally Charles Schlefe
and George Faber and Otto Stroeck

to me well known to be the same persons who executed the foregoing Bond, and they severally acknowl-
edged the same to be their own free act and deed.

Geo. A. DuFort
Notary Public
Minn.

State of Minnesota,

County of *Cannon*

George Fisher

and *Endorsed*

Hammer *Otto Hirsch* 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 *Eighty* — — — — — dollars, specified in the foregoing Bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

August 2nd 1879
Geo. H. Hammer

Subscribed and sworn to before me, on this *First* day of *September* A. D. 1879

Geo. A. Dwyer
Notary Public
Minn.

IN JUSTICE COURT,

Cannon County.

Before *W. L. John* Justice.

August Bonacker

against
Meister Brosch & Schlegel

BOND ON APPEAL.

I hereby approve the within Bond and the sureties thereon.

Dated and filed *Sept 1st*
A. D. 1879

Walter L. Johnson
Judge of the Peace.

Johnson
Attorney for Appellant

Printed and for sale at the St. Paul Pioneer Office.

Filed, Sept 20th 1879.
W. L. Johnson
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State of Minnesota, In Justice Court Before
County of Carver }^{ss} Walter St. John Justice of the Peace

August Boneke by his next
friend Ernest Hauke, Plaintiff }
against- } Transcript of docket
Martin Muehler, Henry
Strobach and Charles
Schlefer, Defendants
copartners, as Messrs. Strobach & Schlefer

August 15th ad 1879. The above named plaintiff
filed with me a request in writing, that Ernest Hauke
be appointed his next friend for the purpose
of this action. Whereupon I did appoint the said
Ernest Hauke the next friend of said plaintiff
for such purposes.

The said Ernest Hauke then filed
with me his acceptance in writing of said
appointment; whereupon I did at once issue a
summons against the defendants herein, which
summons is returnable on the 23rd day of August
ad 1879 at 9 o'clock a.m. of said day at my
office in the Village of Watertown in said County.

The summons was delivered to Math. Logelin
Constable to serve.

Aug 23rd 1879. The summons was returned by
the said officer Math. Logelin personally served on
the said defendants at the town of Chaska in said
County on the 16th day of August ad 1879 by
said officer, as appears by his return in writing
indorsed thereon and filed in this case.

Aug. 23rd 1879 The case was called at
9 o'clock a.m. The plaintiff appeared in person

1 and by his next friend and Counsel Ernest Hamilton Esq
2 and filed his Complaint in writing duly verified, and
3 asked judgment against the defendants for the
4 sum of \$36.50 for labor performed ^{for defendants} as shown therein.

5 After waiting one term, and no appearance
6 being made by or on the part of the defendants
7 herein, or either of them, on motion of the plaintiff
8 I did proceed to take the evidence on his part
9 and it appearing from the evidence ^{the Plaintiff} of August
10 Bomke, who was duly sworn and testified as a
11 witness herein in his own behalf, that all of the
12 allegations in said Complaint are true, and
13 that said plaintiff is a minor of the age of
14 eighteen years. It is ordered accordingly
15 by me that said plaintiff, August Bomke
16 recover of said defendants, ^{Martin} Mehofer, Henry
17 Stroback and Charles Schelle, the sum of
18 thirty six 15/100 dollars and his costs herein,
19 taxed at \$2.00

20 Walter St. John

21 Justice of the Peace

22
23
24
25 State of Minnesota }
26 County of Carver } ss

27 I here by certify that
28 the foregoing is a true transcript
29 of my Docket in the above entitled
30 action and that the enclosed papers No
31 1 & 7 Enclosure are all the papers filed
32 with me in said cause Dated Sep 1st 1879

33 Walter St. John

Justice of the Peace

State of Minnesota
In Justice Court
County of Carver,

August Bernick by his next friend
Ernest Hainlin
Against
Martin Michhofer Henry Strobach
and Charles Schleple Partners as
Michhofer, Strobach and Schleple,

Filed Sept 20th 1879.
C. Krause Clerk.

= 11 =

No.

1243

Labor
performed

DISTRICT COURT,
CARVER COUNTY, MINN.

Gerard Van Riel
Plaintiff.

vs.

Martin D. Riel
Defendant.

W. C. Odell
Plaintiff's Attorney.

L. L. Batten
Defendant's Attorney.

Date of Entry

Sept. 23, 1879

Register of Actions

A

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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, } ss. **THE STATE OF MINNESOTA,**
County of Cornwall

To the Sheriff or any Constable of said County:

You are hereby commanded to summons

Martin Dols if he shall be found in your County, to be and
appear before the undersigned, one of the Justices of the Peace in and for said County,

on the 2nd day of April 1879, at Ten o'clock in the

fore noon, at my office in Chaska in said County, to answer to

Herold Van Pal

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

Given under my hand, this 21st day of March A. D. 1879

J. F. Dilley

Justice of the Peace.

John Hilgers Constable

STATE OF MINNESOTA,

County of _____

I hereby certify and return that at _____

in said County and State, on the _____

day of _____

187

I served the within summons upon the within named defendant, by _____

My fees:—Service, 25.

Copy, 15.

Mileage, 2.00

Constable.

IN JUSTICE'S COURT.

County of Cornwall

Before J. F. Dillay Esq.
Justice of the Peace.

Gerard Van Pal
against

Martin Dols

SUMMONS.

Returned and filed this

day of March 22 A. D. 1879.

Justice of the Peace.

Pioneer Press Co., St. Paul, Minn.

State of Minnesota } ss.
County of Carver. }
In Justice Court
Before James F. Dilley.
Justice of the Peace.
Gerrard Van Pol
Plaintiff.
vs
Martin Dols
Defendant.

The above named Plaintiff. for
complaint against the Defendant
in the above entitled cause. states
and shows to the court. that heretofore
to wit during the year 1878. said
Plaintiff performed and rendered
work. labor. and services. in and
about the clearing, grubbing and
breaking land. hauling manure.
and building roads. upon a certain
farm or tract of land owned by said
Defendant in the Town of Benton in
said County and State; that such labor
work and services were ~~the~~ performed
and rendered by said Plaintiff at the
special instance and request of said
Defendant. and for his. said Defendant's
benefit. that such work labor and
services. so done and performed by

said Plaintiff for said Defendant
more reasonably work and of the
value of Ninety five dollars. the
sum charged therefor in the bill
of particulars hereto annexed. which
is made a part of this complaint: that
no part of said sum has ever been
paid. and the whole amount thereof
is due and owing from said Defendant.

Wherefore this Plaintiff demands
judgment against said Defendant
for the sum of Ninety five dollars
together with costs of suit.

Dated April 26 1899

W. B. Odell

Atty for Plff

State of Minnesota }
County of Carver. } ss.

Gerard Von Pol Spring
first duly sworn says that he is
the Plaintiff named in the foregoing
Complaint, and that the facts stated
in said Complaint are true of
his own knowledge.

Subscribed and sworn to } Gerard Von Pol
Before me this 26th day of }
April 1899 J. F. Dillay
Justice of the Peace

State of Minnesota }
County of Carver }⁰⁰

In Justice Court
Before James T. Dilly
Justice of the Peace
Gerard Von Pol
Plaintiff.

vs
Martin Dols
Defendant.

Plffs Bill of Particulars

Clearing, grubbing & breaking	
4 ³ / ₄ acres of Land @ 17 [¢] /sq. ft.	80.00
Hauling and spreading 40	
loads manure &	10.00
Building Roads	5.00
	<u>95.00</u>

All done upon a certain farm
or tract of land owned by Defendant
at Benton.

Justice Court
before
James F. Dilley
Justice of the Peace

Gerard Von Pal

vs

Martin Dals.

Receipt

Filed April 26th 1879

J. F. Dilley
Justice of the Peace

Conrad 268
M. Dals 300
J. F. Dilley 100
Court 1445
Justice 1210

W. B. Odell
att'y for Df.

and delivered

to said plaintiff 8 tons of hay
at plaintiff's special instance and request
which said hay was reasonably worth and
of the sum of \$40 per ton. That said
plaintiff agreed to pay said defendant for
said hay when he should thereafter
have defendant's said menses in
hay to be left upon said menses
by said plaintiff. That said plaintiff left
defendant's said menses on the 27th day
of March 1877 but, although requested so
to do refused to do since then and still
does refuse to pay in hay or otherwise
the defendant for the hay so as afore-
said purchased of him - except two
tons which defendant claims
he received.

For a further counter claim defendant
alleges that on or about the said
24th day of November 1877 the de-
fendant sold and delivered to
plaintiff at his special instance and
request six tons of hay reasonably worth
and of the value of \$200 each
no part of which has been paid
For a further counter claim defendant
avows that, in consideration in part
for the use of defendant's said
menses, the plaintiff promised and

took and agreed to keep the fences on said
premises in repair and to put the in
proper repair during the time he should
occupy the same. ~~That~~ or say said
defendant in law through the sum of
thirty dollars. That said plaintiff
did not repair or keep in repair
the said fences and that he has
left and abandoned said premises
but neglects and refuses to pay to the
defendant the said sum of \$30
which is now due and owing
from him to defendant.

Defendant further complains that in part consideration for the
said use of defendant's premises by the
plaintiff as aforesaid said plaintiff
promised under oath and agreed
to deliver to defendant one bushel
of the wheat he should receive thereon
during the year 1878. That though
after requesting to deliver the said
wheat to said defendant, he said
plaintiff has and still does refuse
so to do but has converted and disposed
of the same ~~for~~ his own use. That said
wheat at the time of such conversion
was worth the sum of 75 cents per bushel
which sum is now due and owing from

Plaintiff to defendant. Wherefore
 Plaintiff demands, fully, merit
 against the Plaintiff for the sum
 of Seventy eight dollars and 45 Cts
 under the costs of this action.

L. H. Baylton
 Depy Atty

County of Curmuss

Martin Dols being duly sworn
 on oath says that he is defendant in the
 above entitled action, that he has heard
 read the foregoing answer and knows the
 contents thereof and that he allows it

to be true -

Martin, Dols

Subscribed and sworn
 to before me this 26th day of
 April A.D. 1879.

J. F. Diller

Justice of the Peace

Justice Court
 Curran County

Gerhard Van Lee

vs

Martin Dols

Answer

Filed April 26th 1879

J. F. Diller

Justice of the Peace

L. H. Baylton
 Depy Atty

State of Minnesota }
County of Carver. }

In Justice Court
Before James T. Dillay
Justice of the Peace
Gerard Von Pal
Plaintiff.

vs
Martin Dols
Defendant.

Said Plaintiff for Reply to the
allegations of new matter set
forth in the Defendants answer
herin. denies each and every
allegation thereof.

W. C. Dull.

atly for Dff.

State of Minnesota }
County of Carver }

Gerard Von Pal being first
duly sworn says that he is Plaintiff
named above and that the foregoing
Reply is true.

G. Von Pal

Subscribed & sworn to
Before me this 26th day
of April 1899

J. F. Dillay
Justice of the Peace

Justice Court
before
James F. Dilley
Justice of the Peace

Gerard Von Dol

v

Martin Dole

Reply

Filed April 26th 1894

J. F. Dilley
Justice of the Peace

W. C. Adell
att'y for Dole

State of Minnesota }
County of Carver. }

In Justice Court
Before James T. Denny.

Justice of the Peace.
Carver Co. Minn.
Plaintiff.

vs
Martin Dols
Defendant.

I hereby agree to pay all costs
which may be adjudged against
the Plaintiff in the above entitled
action.

Dated April 26 1879. W. J. Allen

Von Pol

&

Dols

Security for Cells

State of Minnesota,
County of Carver

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

You are hereby commanded to summon
~~L. John Reus~~ *J. Ohlund. Nils Hamner. N. C.*
~~Shenherm. Jacob Rydberg~~ *And Peter Green,*
H. Gabehner

to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the
26th day of April at one o'clock in the after noon
of said day, in the village of Chaska to make a jury for the
trial of a civil action between Gerard Von Pal

plaintiff and Martin Dols

defendant :

and have you then and there this writ

Given under my hand, this

26th

day of

April

A. D., 1879

J. F. Dilly
Justice of the Peace.

State of Minnesota } ss
County of Corner }

I certify that by virtue of the within venire I
have summoned the following named persons as jurors
Viz. John Reuss, Henry Gobelker Peter Erren
Fred. Ohland and Michael Hammer

M. H. Mayres

FEES \$100

State of Minnesota,
County of Carver } ss.

IN JUSTICE COURT,

Before

James S. Dickey
Justice of the Peace.

Gerard Von Pol
Plaintiff.

Martin Dols
Defendant.

STATE OF MINNESOTA,
County of Carver }
Gerard Von Pol

came personally before me, and being duly sworn,
he doth depose and say, that he is Gerard Von Pol
said Plaintiff in the above entitled cause; that said Plaintiff
appeals to the District Court 8th Judicial District in and for said county, from the
judgment rendered by the said Justice of the Peace, in this cause, on the 26th
day of April A. D. 1877, in favor of said Defendant 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 7th day of May 1877 }

J. S. Dickey
Justice of the Peace

G. Von Pol

In Justice Court,

Carver County.

Garard Von Pol
Plaintiff.

against

Martin Dols
Defendant.

AFFIDAVIT ON APPEAL.

Filed on the 6th day of

May A. D. 1879

J. F. Dille
Justice of the Peace.

State of Minnesota, } No. 16. **IN JUSTICE COURT.**
County of Carver } Before James T. Dickey, Justice.

Gerard Von Pal
Plaintiff.

Martin Dols
Defendants

BOND ON APPEAL.

Know all Men by these Presents, That we Gerard Von Pal
the above named Plaintiff
as principal, and Jacob Von Muelken
and Henry Wertz as sureties are held and firmly bound unto
Martin Dols above named
in the sum of Fifty
Dollars, to be paid to the said Martin Dols.
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 6th day of May
A. D. 1879.

The condition of this obligation is such that, whereas the said Gerard
Von Pal 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
Martin Dols and against said
Gerard Von Pal on the 26th
day of April A. D. 1879.

NOW THEREFORE, if the said Appellant Gerard Von Pal
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

W. S. Velkoul

A. Kunkel

Gerard Von Pal

[SEAL]

Henry Wertz

[SEAL]

Jacob Von Muelken

[SEAL]

State of Minnesota, } ss.

County of Carver } Be it Known, That on this

day of May A. D. 1879, came before me personally

Jacob Von Muelken and Henry Wertz
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.

W. C. Odell
Notary Public
Carver Co.

State of Minnesota,

County of

Carver

ss.

Jacob Von Munckus and

Henry Wirtz 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

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

6th day of May

A. D. 1879.

H. C. O'Neil,

Notary Public

Carver Co.

IN JUSTICE COURT.

County

Carver

BEFORE

Justice.

J. F. Delany

Jacob Von Munckus

AGAINST

Marley Cole.

BOND ON APPEAL.

I hereby approve the within Bond and the sureties thereon.

Dated and filed

May 6th

A. D. 1879.

J. F. Delany

Justice of the Peace.

H. C. O'Neil

Attorney for

Reff.

State of Minnesota }
County of Carver } ss

In Justice Court
Before James F. Dille.

Justice of the Peace.
Gerard Von Pol
Plaintiff.

vs
Martin Dols

Defendant.

Sir,

Please to take notice that the
above named Plaintiff appeals
to the District Court 8th Judicial
District in and for said County
of Carver from the judgment
rendered by said Justice of the
Peace in the above entitled
action on the 26th day of April
1879. against said Plaintiff herein.
and that the said appeal is taken
upon questions of both law
and fact.

Dated May 5th 1879

Yours &c

A C Odell

To the above named Deft and Atty for Plffs
L C Baxter
Atty for Deft

Justice Court
Before
James T. Delley

Gerard Von Pol.

v.

Martin Dols

Notice of appeal

Due service of the
within notice of appeal
by copy is hereby
admitted this 5th
day of May 1879

L L Bayton
att'y for deft

W C Odell att'y for plff

State of Minnesota } ss. In Justice Court
County of Cass }
1

Justice fees

\$4.45

M. H. Mumpes
Constable fees
\$2.65

John Diezger
Constable fees
\$1.00

Witnesses

C. Phleger

\$1.00

L. Dols \$1.00

L. Dours \$1.00

\$3.00

Jury fees
paid by pff.

\$2.50

P. Erren
Interpreter
\$1.00

Total \$12.00

besides jury
fees.

Gerard Von Pal plaintiff }
vs. }
Mortie Dols Defendant }

Transcript of
~~the docket~~

March 21st 1879. Summons issued returnable
on the 2nd day of April 1879 at Ten O'clock
A.M. and delivered to — — . April 2nd
1879. Summons returned served. April 2nd
1879 Ten O'clock A.M. case called and parties
answer to their names. By consent of both
parties case adjourned until the 15th day of April
1879 at Ten O'clock A.M. Also by consent of
both parties pleadings to be put in on the adjourn-
ed day. April 15th 1879. Ten O'clock A.M.
case called and parties answer to their names.
By consent of both parties case held open
until the case of Siggel vs. Spearlin which
is now on trial is concluded. By consent of
both parties case adjourned until the 26th day of
April 1879 at 9 O'clock A.M. Also by consent
pleadings to be put in on the adjourned day. April
26th 1879. case called and parties answer to their names.
Plaintiff filed a written complaint duly verified. Defendant
filed a written answer duly verified. Plaintiff filed a written
reply duly verified. Plaintiff demands a jury whereupon I
directed Matthias Mumpes to make a list of Eigh-
teen inhabitants qualified to serve as jurors. The list

Having been made and each party having struck its
names therefrom I issued a writ returnable at One
O'clock P.M. for the following named persons
selected to serve as jurors. viz. John Reuss
Fredk. Okland. Michael Hanner. Peter Erren
Henry Kobelkei. Security for costs demanded
by defendant and required by the court and
given. The jury appeared and there being only
five both parties agreed to a trial by a jury
of five. The jurors were sworn without
objection. Peter Erren sworn for interpreter.
Herold Von Pal plaintiff sworn.
Thomas R. May sworn for plaintiff.
Lewis Thom sworn for plaintiff.
Herman Weyzer sworn for plaintiff.

Plaintiff Rests.

Conrad Phleger sworn for defendant.
Martin Dols ~~Plaintiff~~ sworn.
Lucas Dols sworn for defense.
Leonard Diers " " "

Defense Rests.

G. Von Pal recalled.

Cornelia Von Pal sworn for plaintiff.

The testimony then closed and the case was submitted
to the jury. The jury retired to their room in charge of
M. H. Nuyes sworn for that purpose and returned with
a verdict for defendant. Whereupon I entered judg-
ment on this 26th day of April 1879 in favor of the

defendant Morhin does and against the
plaintiff heretofore Von Pol for the costs of
this action taxed at \$12.⁰⁰

Judgment April 26th 1879. \$12.⁰⁰

J. F. Diller

Justice of the Peace

May 6th 1879. Plaintiff made and filed an
affidavit for appeal and bond in the penal sum of
Fifty dollars approved by me together
with a notice of appeal with proof of due
service thereof upon the defendant and paid
me the sum of \$2.⁰⁰ my fee for the return.
Appeal thereupon allowed May 6th 1879.

Return forwarded to Clerk of District Court

J. F. Diller

Justice of the Peace

State of Minnesota } ss. In Justice Court.
County of Carver } Before J. F. Dilly Justice.

Gerard Von Pal Plff.

against

Martin Dols Defndt. } Return to appeal

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

Charles May 23rd 1879.

J. F. Dilly

Justice of the Peace

State of Minnesota
Justice Court

County of Carver,

Gerard Von Pal

vs

Martin Dols.

Transcript of Docket.

(Sd.)

Filed Sept 23rd 1879.
G. W. Weyenbushcl Clerk.

No. 1244

Mdse
SOLD

DISTRICT COURT,
CARVER COUNTY, MINN.

Phillip Siegle
Plaintiff.

vs.
Johann Speck
Defendant.

H. C. Odell
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry

Sept. 23rd 1879

Court
Register of Actions

A

Page 23

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 } ss.

THE STATE OF MINNESOTA.

To the Sheriff or any Constable of said County:

You are hereby commanded to ~~summon~~

John Speckin

if he shall be found in your county, to be and appear before the undersigned, one of the
Justices of the Peace in and for said county, on the 31st day of
March 1879 at One o'clock, in the after noon, at my
office, in the village of Chaska, to answer to

Phillip Seigle

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

Given under my hand this

15th

day of

March

A. D. 1879

J. F. Dillay
Justice of the Peace

STATE OF MINNESOTA,

County of *Carver*

88.

I hereby certify and return, that at *Carver* in said County
and State, on the *24th* day of *March* 1879, I served the
within summons upon the within named defendant, by *Reading the same*
to him personally

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

My fees:—Service *15*

Mathias Fogelin
Constable.

~~Costs,~~

Mileage, *40*
55

IN JUSTICE COURT.

Philip Seigle

vs.
Fogelin

SUMMONS.

Given. Sept 28 1879
Wm. Fogelin Clerk.

Returned and filed this

30th
day of *March* 1879

J. F. Dilly
Justice

State of Minnesota }
County of Carver. } ss.

In Justice Court
Before James T. Dillay
Justice of the Peace.

Phillip Seagle
Plaintiff.

John Specian
Defendant.

The above named Plaintiff for complaint against the defendant in the above entitled cause states and shows to the Court, that heretofore to wit, in the winter of 1878 and 1879, said Defendant with force and arms broke and entered the close of this Plaintiff, in the Township of Dahlgren in said County and State, and took and carried away certain goods and chattels, to wit Drumst, two cords of hard wood, then and there the property of this Plaintiff, and converted and disposed of the same to his own use, that the wood so taken and carried away and converted by said Defendant was then and there to wit at the time and place aforesaid worth and of the value of forty five dollars.

Wherefore Plaintiff demands judgment
against said Defendant for the sum
of Forty five dollars. together with
costs of suit.

Dated Chaska Mich 31st 1879

N. C. Odell.

Atty for Plff.

State of Minnesota }
County of Carver. }

Phillip Siegle of said County
being first duly sworn says that he
is the Plaintiff named in the foregoing
complaint. and that said Complaint
is true.

Subscribed and sworn to }
before me this 31st day of Philip Siegle
March 20 1879

J. L. Silley
Justice of the Peace

State of Minnesota } In and to the County
County of Carver } ss Before J. F. Dillie
Justice of the Peace

B. D. Bigle }
against } Answer
John Specken }

The Defendant
you answer to the complaint of
the Plaintiff stating each and every
allegation and each and every part
thereof in said complaint contained
whereupon Defendant demands
only costs against the said
Plaintiff for the costs of this action

J. C. Richter
Defendant's Atty

State of Minnesota
County of Carver } ss

Came before me John
Specken and being by me duly sworn
an oath says that he is the Defendant
in this action and that the foregoing
Answer is true of his own know-
ledge

Subscribed and sworn to } John N. G. Dillie
before me this 21st day of }
March A.D. 1872

J. F. Dillie
Justice of the Peace

John Martin Lewis

Leona Lewis

P. Sayal

sup

John Speck

Curran

$\frac{7}{2}$
9

Filed Mch. 31st 1879

J. F. Diller

Justice of the Peace

Filed Sept. 28th 1879

George W. Smith

Clerk

Justice Court
before

James F. Dilly
Justice of the Peace

Phillips Seiger

vs

John Specklin.

Complaint

Filed mch 31st 1879

J. F. Dilly
Justice of the Peace

Filed Sept 22nd 1879.
Wm. A. Seiger vs John Specklin

W. C. Odell
Atty for Deft

State of Minnesota }
County of Carver } SS.

The State of Minnesota
To Adolph Heide and Reynold Voss
you are hereby required to appear before
the undersigned one of the justices of the peace
in and for the said county at his office
in the town Chaska, in said county on
the 14th day of April 1879 at Ten O'clock
in the forenoon of said day to give evidence
in a certain case then and there to be tried
between Phillip Heide Plaintiff and John
Speckman defendant on the part of the
plaintiffs.

Given under my hand this 11th day of April 1879.

J. F. Dille
Justice of the peace

State of Minnesota,
County of Carr

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

D. Harker
You are hereby commanded to summon
H. Bickhoff, F. Hammer, P. Hunt, G. Rudolf,
Matt. Smith and Phillip Myer *Ch. H. Harker*
Monmans

to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the
15th day of April at 9 o'clock in the fore noon
of said day, in the Village of Chapla
trial of a civil action between Phillip Seigle

plaintiff and John Specklin

and have you then and there this writ.

Given under my hand, this

14th

day of

April

defendant :

A. D., 18 79

J. F. Dillig
Justice of the Peace.

State of Maine
County of Carver

do certify and return
the village of Chaska in

Said county and State on the 15th
day of April 1879 I served this return

on the Within named persons ~~H. Byhoffer~~ J. Hammer
Joseph Franken. J. Lemming. Math. Smith
P. Myer. Ch. Maselher. D. Parker Aull
T. Sisellie. Mathias Logelin
Constable

Filed Sept 28th 1879,
Clerk of Court
Maine

State of Minnesota
County of Carver

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

You are hereby commanded to summon
Thos. Satter. Wm. Hettte. Jac. Bachoffer. Jos. Wunninghoff
Nicholas Schoenleum P. Barthel

to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the
14th day of April at one o'clock in the after noon
of said day, in the Village of Chaska
trial of a civil action between Phillip Siegle

plaintiff and John Spickler

defendant :

and have you then and there this writ.

Given under my hand, this 14th day of April A. D., 18 79

J. F. Dilley
Justice of the Peace.

1

State of Minnesota } ss I hereby certify and rec
County of Carver } that on the 14th day of April
1879 at the village of Chaska
in said county and State I served
this venire on the ~~within~~ ^{names} ~~J. Salter~~ ^{of} Jacob
Byhoffer ~~Wm Hedtke~~ J. Winninghoff Nicholas
Schenborn Peter Barthel by reading the same
to them personally Mathias Logelin
constable

Filed for record 1879
C. J. Thompson
Clerk

State of Minnesota }
 County of Carver. }
 In Justice Court
 Before James F. Dilley
 Justice of the Peace
 Phillip Seigle
 Plaintiff.
 vs
 John Speckens
 Defendant.

It is hereby stipulated by the
 parties to the above entitled cause
 by their respective Attorneys that
 said cause be adjourned until
 the 14th day of April 1879 at 10 o'clock
 A M of said day for trial.

Dated Chaska April 7th 1879

N. C. Odell

Atty for Plff.
 F. H. Pierce
 Atty for Deft.

Justice Court
before
James F. Dilley
Justice of the Peace
Phillip Seigle

vs

John Speck
Stipulation

Filed April 7 1879
J. F. Dilley
Justice of the Peace

Filed Sept 23rd 1879.
(Apprayment) Clerk.

Filed

CP

State of Minnesota,

County of Carr

ss.

IN SENATE
Before W. H. Dill

Justice of the Peace.

P. Sigel Plaintiff

vs.
Johann Speckman Defendant

State of Minnesota,

County of Carr

ss.

Johann Speckman

came personally before me, and being duly sworn, he doth depose and say, that he is the

said

Defendant in the above entitled cause; that said Defendant appeals to the District Court in and for said County, from the judgment rendered by said Justice of the Peace, in this cause, on the 14th 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 24th day of

April

A. D. 1879

J. F. Dill
Justice of the Peace

Johann Speckman

IN JUSTICE COURT,

Seaver County.

P. Seigel

Examiner

Against

John Specker

AFFIDAVIT ON APPEAL.

on the *24th* day of

April A. D. 187 *7*

J. F. Dilling
Justice of the Peace.

Printed and for sale at the St. Paul Pioneer Office.

Filed Sept 20th A.D. 1879
Chas. W. Ayer
County Clerk

State of Minnesota,
County of Hennepin

IN JUSTICE COURT.

Before

M. F. Dilly

Justice of the Peace.

P. Seigel
Chas. Speckman

BOND ON APPEAL.

Know all Men by these Presents, That we Chas. Speckman

as principal, and

Hermann Brinkman

Joseph Franken as surety, are held and firmly bound unto
P. Seigel above named

in the sum of One Hundred and Twenty-five
Dollars, to be paid to the said P. Seigel
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 24th day of April

A. D. 187⁷

The condition of this obligation is such, that whereas the said Chas. Speckman
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 P. Seigel
and against said Chas. Speckman, on the 15th day of
April A. D. 187⁷

Now Therefore, If the said Appellant Chas. Speckman
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

T. C. Ricker

Chas. Speckman
J. Franken
H. Brinkman



State of Minnesota,

County of Hennepin

ss.

Be it Known, That on this 24th

day of April A. D. 187⁷, came before me personally Hermann
Brinkman and Joseph Franken
to me well known to be the same persons who executed the foregoing Bond, and they severally
acknowledged same to be their own free act and deed.

T. C. Ricker Notary Public
Hennepin County
Min

State of Minnesota,

County of Carver

} ss.

Wesley B. Smith and

Joseph Frank 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 thousand and twenty-five Dollars, specified in the foregoing Bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

J. Frank
W. B. Smith

Subscribed and sworn to before me on this 24 day of April A. D. 1872

John C. Rice Notary Public
Carver County Minn

IN JUSTICE COURT.

Before U. L. Dill Justice.

City of Carver

Seized
against

John Springer

END ON APPEAL.

whereby approve the within Bond and the thereon.

and filed this 24 day of April

J. F. Dill
Justice of the Peace.

y for

Press Printing Co., St. Paul.

Filed April 23rd 1872
Wesley B. Smith
Joseph Frank

State of

County of

Wagon

Before O. F. Sully

Justice of the Peace.

P. Seigel Plaintiff

vs.

John Specker Defendant

Sir: Please to take Notice, That the above named Defendant -
appeals to the District Court in and for said County: from
the judgment rendered by said Justice of the Peace, in the above entitled
action, on the 15th day of April A. D. 1878, against said
Defendant therein; and that the said appeal is taken
upon questions of Law and Fact -

Dated April 24th 1878

Yours Respectfully,

L. C. Rice

Att'y for Defendant

To the above named Plaintiff

and

W. C. Edell

In Justice Court,

Barren County.

vs
Seig
ry

Against

hu Specker

ce of Grounds of Appeal

vice of the within notice is hereby

itted at *St. Paul*

esota, on this *24th* day of

Aug A. D. 187 *8*

N. C. Ocell

Printed and for sale at the St. Paul Pioneer Office

Atty for Def
Filed Sept 13th 1878
Chas. W. B. Smith

Justice fees.
\$8.25

Comptroller fees
M. Logelin
\$7.55

Interpreter
M. H. Hughes
\$1.00

Witness
A. H. H. \$1.48
\$2.48
R. J. J. \$1.22
\$2.22

John Lisle
\$1.00

A. T. T. \$2.48
\$3.00
Jury 1st
\$3.00

Interpreter
D. Kessler
\$1.00

2nd Jury
\$3.00

State of Minnesota } ss.
County of Le Sueur }

In Justice's Court
Before

J. F. Silbey
Justice.

Phillip Seigle Pff.
against
John Speckin default.

March 13th 1879. Summons issued return made
on the 31st day of March 1879 at One O'clock
P. M. and delivered to Matthias Logelin
deft. Pff. March 31st 1879 Summons duly
and personally served on the 24th day of March
1879 as appears by officers return enclosed there-
on. Fees 55. March 31st One O'clock P. M.
case called and parties answer to their names.
Plaintiff filed a written complaint duly verified.
Defendant filed a written answer duly verified.
Defendant asks for an adjournment for one
week. Whereupon I adjourned the case until the
7th day of April 1879 at one O'clock P. M.
April 7th 1879. One O'clock P. M. case
called and parties answer to their names.
A written stipulation for the adjournment
of the case until the 14th day of April at Ten
O'clock A. M. was filed signed by the attorneys
of the Respective parties. The case was accord-
ingly adjourned until the 14th of April at Ten
O'clock A. M. April 14th 1879 Ten O'clock A. M.
case called and parties answer to their names. The

defendant demanded a jury and both parties
agreed to a trial by a jury of six. Whereupon
I directed Matthias Logelin Constable to make
a list of Eighteen inhabitants qualified to
serve as jurors. The list having been made
and each party having struck ~~out~~ ^{and} his names
therefrom I issued a writ - returnable at One
O'clock P.M. for the following persons selected as
Jurors viz. L. Moeschler, Wm. Reddick J. Biehoffer
J. Wimmerhoff. A. Schaubert and P. Borthel.
The jury all appeared and were sworn without
objection. Adolph Reddick sworn for plaintiff. Question
by defendant. Had you worked for defendant before?
Objected to as immaterial. Objection sustained, Excepted
to. Reinhold Voss sworn for plff. Question by
defendant. Was it not a fact that every one drove
through the fence. Objected to as immaterial. Objection
sustained and exception taken. Question by defendant. Did
Moeslin cut the wood. Objected to as immaterial.
Objection sustained, Excepted to. Phillip Seigle
plaintiff sworn. Alfred Torrey sworn for plff.
Question by plaintiff. Did you measure a certain pile of
wood belonging to Plaintiff and taken by defendant John
Specklin during 1878 and 1879. Objected to as immaterial
and objection overruled and excepted to.

Plaintiff Rests. John Specklin defendant sworn.
Question by defendant. Did you get the wood from Leonard
Gieren. Objected to as not being alleged in the answer.

Objection sustained and excepted to. Leonard Guern
sworn for defense. Defendant offers an amended
answer to which plaintiff objects. Objection sustained
and excepted to. Defense Rests.

The testimony then closed and the case was
given to the jury who retired to their rooms in
charge of Matthias Logelin constable sworn for that
purpose. The jury returned into court stating they
were unable to agree. Whereupon I discharged them
and directed Matthias Logelin constable to make
a list of Eighteen inhabitants qualified to
serve as jurors. The list having been made and
each party having struck six names therefrom
I issued a writ returnable at 9 o'clock A.M.
on the 15th day of April 1879. for the following
named persons selected as jurors. Viz. F. Exelie
F. Heanmer, C. Moeschler, D. Kerkler, J. Francken
and Phillip Meyer. April 15th Ten A.M. case called
and parties present. Defendant offered an affidavit
for change of venue. Reception of the affidavit
denied on the grounds that the trial had already
begun. Exceptions taken. Jurors all appeared and
were sworn without objection. Adolph Reedick sworn
for plaintiff. Question by plaintiff. Do you know a piece of land
owned by Plaintiff in the Town of Dohlgren. Objected
to as immaterial and not in issue. Objection overruled
and exceptions taken. Ans. I know the land. Question
by defendant. How much did defendant pay you

for hauling the wood. Objected to as immaterial. Objection
Sustained and exceptions taken. Reinhold Voss sworn for
plaintiff. Question by ~~defendant~~ ^{plaintiff}. Do you know a
piece of land owned by Plaintiff in Dahlgren.
Objected to as immaterial and not in the pleadings. Objected
overruled and exceptions taken. ^{Ans} Don't show anything
about the land. P. Seigle plaintiff, sworn. Question by
Plaintiff. State whether during the winter of 1878 & 1879
John Spectin entered land owned by you and carried
away wood belonging to you. Objected to as immaterial
and no foundation laid. Objected to overruled and
exceptions taken. John Seigle sworn for plaintiff.
Alfred Torrey sworn for plaintiff. Plaintiff Rests.
Dagobert Herker sworn for Interpreter. Konrad Spectin
sworn for defense. Leonard Guisen sworn for defense.
John Spectin default. Sworn. Question by p^l. Who
was the owner of the land. Objected to as not cross examination.
Objection overruled & excepted to. Question by p^l.
From whom did Leonard Guisen rent the land from which
you hauled the wood. Objected to as not cross examination.
Objection overruled and excepted to. Defense Rests.
H. C. O'Neil atty for p^l. It says in evidence what was
and ~~was~~ ^{was} ~~received~~ ^{received} by John Spectin
made as an amended answer but was not received in
court. Objected to as not impeaching testimony. Objection
Sustained and excepted to. The testimony then closed
and the case was given to the jury who retired to their room
in charge of Matthias Seigle Constable sworn for that
purpose and returned with a verdict of \$20.⁰⁰ for
plaintiff. Whereupon I entered judgment on this 15th day

of April 1879 in favor of ^{the} plaintiffs Phillip Seigle
and against the defendant John Specelin
for the sum of \$20.⁰⁰ Damages and costs
of this action taxed at \$32.⁴⁸
Judgment April 15th 1879 \$52.⁴⁸

J. F. Dilly

Justice of the Peace

April 24th 1879. Defendant made and filed an affi-
davit for appeal and bond in the penal sum of
\$125.⁰⁰ Approved by me together with a notice
of appeal with admission of due service thereof
upon the plaintiff and paid me the sum of \$2.⁰⁰
my fee for the return.

Appeal thereupon allowed April 24th 1879.
Return forwarded to Clerk of District Court.

J. F. Dilly

Justice of the Peace

State of Minnesota }
 County of Carver } ss. In Justice Court -
 Phillip Seigle pff. } J. F. Dilley
 vs. } Justice.

John Specklin defendt. } Return to Appeal
 In pursuance of the notice of appeal by the
 defendant in the above entitled action and of the Stat-
 ute in such case made and provided I do hereby
 certify and return that the annexed is a true and
 correct transcript of all the entries made in
 my docket in said action and that the papers
 hereto attached are all the process and other papers
 relating to said action filed with me. And I do
 further certify and return that my fees for this
 return were duly paid by the said defendant at
 the time of taking said appeal
 dated May 8th 1879.

J. F. Dilley
 Justice of the Peace

State of Minnesota
 Justice Court
 County of Carver.

Phillip Seigle
 John Specklin

Transcript of Docket.

Dated Oct 18 1879

1879

Filed Sept 18 1879.
 J. F. Dilley

No.

1245

Loss
of
Cow

DISTRICT COURT,
CARVER COUNTY, MINN.

Bruno Schubert
Plaintiff.

vs.
The Minneapolis & St. Louis
Railway Company
Defendant.

Samuel Fowler
Plaintiff's Attorney,

W C Adell
Defendant's Attorney.

Date of Entry Sept. 23, 1879

Register of Actions A Page 19

Term Tried Oct. General 1879

Judgment for Plaintiff

Amount of Judgment \$ 86.37

Date of Judgment May 27, 1880

Judgment Book A Page 607

Default Judgment Book Page

Date of Docketing May 27, 1880

Judgment Record Page 310

✓ State of Minnesota District Court
County of Carver Eighth District

Runo Schubert }
 agent }
The Minneapolis }
and St Louis Railway }
Company }

It is hereby stipulated
by and between the parties to the
above entitled action that the
case proposed by the above named
defendant in the said action
which is hereto attached be
settled and approved by said
above named court and filed
in said action as a part of the
records thereof, as the same now is.
Dated Dec 27th 1899

Brown

Plaintiff, Attorney,
J. L. Bayne
Defendant's Attorney

1
2
3 State of Minnesota
4 District Court Eighth Judicial Dist
5 County of Cook

6
7 Bruno Schubert }
8 } against
9 The Minneapolis
10 and St. Louis
11 Railway Company }

12
13 The above entitled
14 action came on for trial before
15 the above named Court Hon-
16 able J. Macdonald judge of said
17 Court, and a jury at a regular
18 term of said Court held at
19 Chicago in and for said
20 County of Cook on the 14th
21 day of October A.D. 1877

22 The following named
23 witnesses were then, after the jury
24 had been duly empanelled and
25 sworn, and after the said
26 plaintiffs, Attorney and Counsel
27 the case to the jury, called
28 on the part of the plaintiffs
29 and testified as follows
30
31
32

1
2
3
4
5 Bruno Schubert the above named
6 plaintiff was sworn in his own
7 behalf and testified as follows
8 I live in Chaska town and am
9 the plaintiff in this action, on the
10 26th day of February last I was in
11 possession of land between Chaska
12 and Carver, there was on that day
13 a railroad running over that tract
14 of land and on that day I had a cow
15 injured by that railway about 10 or
16 11 o'clock in the fore noon, the cow was
17 hurt pretty bad, the hind was open in
18 some places and in some places the
19 belly was open, and the leg got
20 broken, and she was hurt all over
21 skin off and plenty of wounds on
22 her, she could not walk, at that time
23 the cow belonged to me, at the time
24 of the injury the cow was worth twenty
25 five dollars, immediately after the
26 cow was hurt she was worth nothing
27 I am a farmer and deal in cattle
28 I know the value of cattle in this
29 neighborhood, the cow is a live but
30 of no value to me, except to eat. - Gives
31 no milk, is poor, lame and sore in the
32 head yet, and has got a lump on her leg now.

1
2 Cross Examination - The date of the injury
3 was the 24th of February 1899, between
4 11 and 12 o'clock in the forenoon, The cow
5 at that time was in my pasture near
6 Marshlers, it may be seven or eight hun-
7 dred yards from my house, it might
8 be a little further, there were with
9 her twenty six other head of Cattle that
10 I owned, At the time of the injury these
11 Cattle were about three or four hundred
12 yards from the the Hastings and Du Kato
13 railroad, they were all down in that cor-
14 on below my meadow there, the Hastings
15 and Du Kato rail road does not cross the
16 pasture, but runs four or five hundred
17 yards from it in some places, At the
18 place where the accident occurred
19 that rail road runs right on
20 the side of the pasture, there is
21 a fence, my fence-between the pasture
22 and ~~the road~~ the Hastings and Du Kato
23 rail road, At the upper part of the fence
24 there was a good deal open, but my
25 Cattle would not go out in the day
26 time in the upper part by the house where
27 I drove the cattle in, It might be that
28 the fence for a long distance along the
29 Hastings and Du Kato Railroad was
30 closed at that time, I cannot tell but
31 there is no train ~~crossing~~ coming at
32 that time, about that hour and the

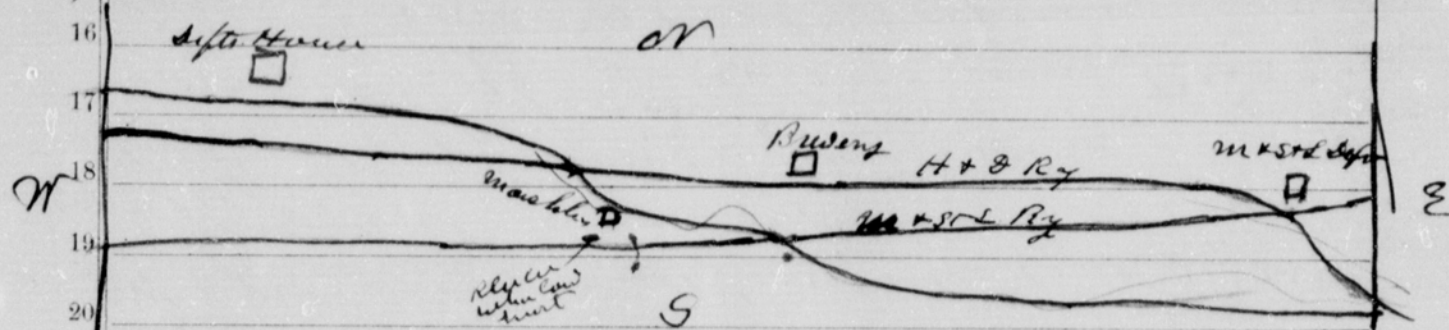
1
2 could not hurt any cattle of mine
3 It is a fact that the fence for a long
4 distance along the line of that track
5 - (the Kustings and Dakota track) - was
6 down on the ground at that time
7 I don't deny that. Where may it
8 have been a fence board off a two
9 I turn my cattle into that pasture
10 about 6 or 7 o'clock in the morning
11 for the purpose to get into it to eat
12 There was pretty good feeding at
13 that time of the year in the meadow
14 There is down in the meadow a spring
15 and there is grass growing all all
16 winter. The spring is down in the
17 meadow about five or six or seven or
18 eight hundred yards from the Minneapolis
19 and St. Louis rail road, in the upper part
20 of them ~~is~~ a spring where the cattle get
21 their water, I mean by the upper part in
22 the middle of the meadow. You can
23 see them today. That is the place where
24 I locate my cattle. I mean to be made
25 stand that the Kustings and Dakota
26 Rail road is three or four hundred
27 yards from the Minneapolis rail
28 road track in some places, and at
29 the place of this accident, I have
30 or more measured it. I just think it
31 It is just my impression that that
32 is the distance. I cannot tell how

1 many trains passed through my place
2 over the Minneapolis, and St. Louis
3 rail road each day. I never watched
4 them, cannot tell whether there were
5 ten trains or five trains at that
6 time in February. I see about four
7 two one way and two the other
8 freight and express, don't know
9 whether special trains were running on the
10 road at the time, or whether it was a
11 special train that killed my cow. I did
12 not see the train. I went to the depot
13 and found out the number of the engine
14 I believe it was Number 9 if I am
15 not mistaken. There were four
16 trains on the Hastings and Dakota
17 rail road at that time, two
18 going up one at 11 o'clock A M
19 and one in the evening, and going
20 down one about 5 o'clock A M and
21 one at 9 o'clock P M

22 The cattle went into the pasture for
23 the grass and for the woods, and
24 with the tops off the woods and they
25 come there for water. I turned the
26 cattle into the pasture for the purpose
27 of giving them water, and for the purpose
28 of giving them pasture then, I have got
29 plenty of hay too. I turned them in
30 to the pasture about 9 o'clock. Half
31 past 8 o'clock or something like that
32

1
2 for the purpose of giving them water
3 There were no one with the cows
4 to watch them or bring them back
5 I am certain here any one to watch
6 those cows in the winter, I got
7 fences in that position and I think
8 if I pay my taxes for it I can
9 put them in. I left them there until
10 2 or 4 o'clock in the afternoon and
11 then I take them home.

12 The following diagram was then
13 shown to the witness and by
14 him explained - He then continued as
15 follows.



22 The diagram is all right. It is mostly
23 substantially correct. The Hastings
24 and Dakota road is correct and
25 the place where the cow was killed
26 is the same as indicated on diagram.
27 It was about 50 or 60 or 100
28 feet from from the line I believe
29 where my line and Marsh line
30 meets. She was lying on the left
31 hand side down by the lake.
32 The lake is here as indicated on the
diagram. Then by the Minneapolis

1
2 And St Louis railroad there is a spout
3 There and the water runs out of
4 that spout. That is almost all
5 springs down there. There is lots of
6 springs coming through the railroad
7 ~~track~~ track there. The spring where
8 my cattle got hurt is up in the middle
9 of the meadow, about a hundred or
10 125 feet from the track of the Min-
11 neapolis and St Louis railroad track
12 I did not measure it. The spring is ~~about~~
13 in the middle between the two tracks,
14 the Hastings and Dakota and Min-
15 neapolis and St Louis railroad
16 tracks, about the same distance from
17 the one ~~as~~ the other, ~~I cannot~~
18 ~~It may be~~ I cannot tell. It may
19 be a little further to the Hastings
20 and Dakota railroad but
21 there is a good fence all around
22 around them, they cannot get up
23 on that road.

24 Re Don't Examination, There was a boy
25 on the railroad track, and he came
26 up to my house and told me there
27 is a cow got hurt down there and
28 you had better come down, I was
29 immediately after she got hurt
30 she lay right there beside the track
31 the Minneapolis track, it was not
32 possible for her to get up as she was

1
2 to have got there from the New Times
3 and Dakota railroad track -
4 Hermann Bruckhaus, was the witness
5 as a witness for the plaintiff and
6 testified as follows. - I live in Chicago
7 know the defendant, have heard the
8 cow spoken of that was injured
9 and have seen her. I was one of the
10 party that this case is just in
11 Court, and saw her then. She was pretty
12 nearly entirely used up. She was lame
13 one foot was broken, she could stand
14 on it but could not travel, she had
15 some knocks on the head and some
16 cuts in the belly, I would not have
17 the cow at that time for nothing
18 she was nothing worth, the cow
19 stand then and don't give me
20 milk. The understanding I had as
21 far as I know a little about cows
22 Charles Mosher was then sworn as a
23 witness on the part of the plaintiff and
24 testified as follows. - I live in Chicago
25 am acquainted with the plaintiff, live
26 near him. - I know the piece of land
27 the plaintiff testified to. On the 24th of
28 February 1877 I worked on my farm
29 near it, there came a boy from Curran
30 he comes up to me and say, that he
31 thought that was my cow, and the
32 Minneapolis and St Louis railroad then.

1 a cow from the truck, and she lay
2 there and could not get up, I told
3 him it was not my cow, it must
4 be Schuberts cow and the boys went
5 up before me, and when I came
6 up we went down to see the cow
7 We came from Schuberts house down
8 to the railway, where the cow was lying
9 I cannot remember, whether just before
10 the day came to me and told me
11 of the injury I saw my train coming
12 on the road, then comes so many
13 trains I pay no attention to them
14 Then comes train all of the time, The cow
15 was much injured in the house and had
16 leg broken and the legs several
17 places skin off. The cow as I saw
18 her by the truck after the injury
19 was worth nothing, I knew her before
20 she was hurt she was the worst from
21 22 to 25 dollars.

23 Cross examination - The cow was too
24 poor to kill and gave no milk
25 I would not give anything for
26 her -

27 George Michels was next examined
28 by the plaintiff and testified in his
29 belief as follows. I live in Carver
30 I know the ~~defendant~~ plaintiff in
31 this action. I know where his pasture
32 is, where he had his cow, I know the

1
2 Minneapolis and St Louis railroad
3 that runs between here and Carver
4 I was passing along that road
5 on the 26th day of February 1879
6 The train was about a couple of
7 rods ahead of me, and I came along
8 and saw some blood on the track
9 and I looked around and
10 saw a cow lying there, and I walked
11 back a couple of steps, and then
12 saw two other boys there and they
13 stayed there by the cow and I
14 went and told Morshelm, and I
15 told Schubert and he came down
16 and looked at the cow. And
17 said that he was coming
18 up to Carver to see Mr. Tolson
19 and we walked along up
20 with them, and that is all I know
21 about it - The train was not far
22 ahead of me It got further all of
23 the time - It was about perhaps
24 a quarter of a mile from here
25 I did not hear the train whistle, I
26 heard them ring the bell on the crossing
27 but not in the position - Could have
28 heard it if they had,
29 Cross Examination. The freight too
30 it was a freight train and running
31 slow, not very fast. When I found
32 the cow the train was a little this side

1 of Schubert's place, this way, viz how
2 the board was put up there, that mile past
3 Mr Moerskle lived he knew that place
4 and the crossing. Mr Moerskle lived
5 between that place and the crossing,
6 I guess it was thirty or forty rods
7 down to the crossing. The train was
8 towards corner from Chaska -
9 I know when the bus was and Duluth
10 and road runs across Schubert's
11 position. At the place where the cow
12 was injured, it was three or four hun-
13 dred feet from the Minneapolis and
14 St Louis track to the Hastings and
15 Duluth track I guess.

16
17 Merritt Melvin was the witness and
18 sworn as a witness for the plaintiff
19 and testified as follows - I am
20 acquainted with the plaintiff and
21 have seen the cow in controversy
22 I was one of the jurors on the trial
23 in the justice court - I saw the
24 cow then - I went to Schubert's for
25 the purpose of looking at the cow
26 and found her in very bad con-
27 dition, there was one hind leg broken
28 and she was marked up very bad
29 in the side and in the head, in the
30 jaws there seemed to be a stab, or
31 stick drove in, I know of the general
32 value of cows, at that time I would

1
2 not consider that Card worth anything
3 I have not seen her since -

4 The Plaintiff was then examined and
5 testified as follows: The card is now
6 so far healed up again except
7 the head - there must be some wound
8 in it, and then it is a lump in (indicating
9 the head) and it breaks open, and
10 then the leg is lame yet, it is broken
11 below the knee - I have Dr. Jones
12 from Carver, and he said it was
13 broken - she gives no more seed
14 is poor, if I go to feed her to feed her
15 I put more in her than she is worth
16 ~~Card is a mistake~~ -

17 The Plaintiff then rested his case
18 Whereupon the defendant moved
19 the court to dismiss this action for
20 the following reasons:

21 1st Because the Plaintiff has failed
22 to prove or establish a cause of
23 action.

24 2nd Because it appears from the
25 Plaintiff's testimony that he was guilty
26 of contributing negligence.

27 3rd Because the loss and injury
28 to the Plaintiff's card for which this
29 action was brought was caused
30 by the Plaintiff's own negligence
31 in allowing his cattle to run at
32 large in the manner appearing from

the testimony.

4th Because it does not appear from the testimony on the part of the plaintiff that the damage done to plaintiffs car was caused by the defendant.

The motion denied and overruled by the court - to which the defendant duly excepted.

Michael Flynn was then called by the defendant sworn and testified as follows:

I reside in Cerrito. I am employed by the Memphis and St Louis Railway Company. and was so employed during the month of February last. I have heard part of the testimony that has been given on the part of the plaintiff in this case. I have heard a part of Mr Schucherts testimony. I know where Mr Schuchert lives - I know where plaintiffs McCleod is - the diagram sworn to by ~~for~~ by plaintiff which is the same as contained in plaintiffs testimony in this case. I saw this introduced in ^{evidence} ~~testimony~~ by the defendant. And was explained by the defendants counsel to witness. The car was injured right in line (indicating the place as stated on diagram) there is a culvert there. Close to the culvert pretty near

1
2 At the point where the cow was injured
3 it is two hundred feet from the
4 Minneapolis and St. Louis track to
5 the Hastings and Dakota track.
6 The Minneapolis and St. Louis track
7 is about sixty feet from that spring
8 (indicating on the diagram the spring
9 there marked) the tracks of the
10 two railroads at this point are
11 about two hundred feet apart
12 it does not vary much. The only fence
13 then was around the field was a
14 fence between the plaintiff and Marshall.
15 The fence was kind of anything in
16 that way (indicating on the map
17 that it was anything to the railroads
18 crossed to the Minneapolis and St. Louis
19 road on each side) I guess the fence
20 was four or five rods long - There
21 is also a kind of fence - there was
22 at that time between the two roads and
23 up next to the Hastings and Dakota
24 track - the fence at that time was
25 pretty well broken down, there was no
26 fence that was a lot to keep cattle
27 from going down to the track - there
28 was another kind of fence anything
29 between him and Marshall on the other
30 side of the Minneapolis and St. Louis
31 track road. This fence was on the north
32 side but was anything - there was no

1 There was no fence on the south or east
2 side of plaintiff's field. The pasture
3 was not enclosed by a fence.

4 I do not know anything about
5 how many acres there are in that
6 pasture. It is a very large one.
7 It runs away down into the lake
8 or Endicott, and a narrow strip
9 running the whole length of the farm
10 between the rail roads. I think
11 there may be forty acres between the
12 two rail roads including rail
13 road land and this. There is a big
14 slope of land below the Minneapolis
15 and St. Louis road. There were 12 or
16 15 miles of fence on the plaintiff's land
17 that stood up so as to prevent
18 cattle from getting in. On the north
19 and east side it would take about
20 thirty or forty miles of fence on each
21 side. This was all the fence I see.
22 There was nothing on the north
23 or east side to prevent cattle
24 from coming on to that land.
25 They could come down up
26 from the river. It was all open
27 to the commons. There is a wagon
28 road north of the Kustling and
29 Dakota road, (indicating road seen
30 as marked on diagram) - The wagon
31 road as marked on the diagram is

1
2 milky run. My lot - Schubert's house is also
3 marked about right on the diagram.
4 Schubert's barn is on the north side
5 of the Wagon road. The cattle
6 yard is on the north side of
7 the wagon road. Plaintiff has no
8 cattle yard on the south side of
9 the wagon road that I see. I am
10 familiar with the place. I am
11 present for the last eight years
12 almost every day. That is all com-
13 mon south of them. South of the wagon
14 road are the Hastings and Dakota land
15 and the wagon road. The cattle
16 in coming out to this road (the
17 Minneapolis and St. Louis road)
18 would have to cross the highway
19 to get there, and both rail roads.
20 He would have to turn them across
21 the highway. The fence in front of
22 the plaintiff's house both road and
23 pasture fence were down during
24 the month of February last, that
25 is part of them were down and
26 part up. There was nothing to prevent
27 cattle going into the pasture. The
28 diagram referred to was then received
29 in evidence.

30 Cross examination - I say that there is
31 nothing ^{on the west side of the pasture} to prevent cattle from coming
32 from the river up in to the pasture.

1
2 There was nothing there - This is a lake
3 on the east side of the pasture, Part
4 of it is surrounded by thick
5 brush and part of it is sur-
6 rounded by tall grass - There must
7 be springs running into the lake
8 as there are lots of them there
9 On the east side of that pasture lies
10 a lake. I do not know where
11 pasture it is - On the north side
12 I do say there was no fence at that
13 time to keep cattle out, there were
14 some fences up and some down
15 There was a pole fence at the
16 end of the pasture towards Marsh-
17 lers - About thirteen acres of
18 that pasture was fenced at
19 that point. I think it was
20 not fenced on that side of the
21 pasture next to the lake - I re-
22 member to see when the fences were
23 put up when I went through the
24 which I did frequently, all winter
25 I did not expect to see how
26 much fence there was very
27 particularly - On the south side
28 there has been fence in the summer
29 time but not in the winter
30 There is a fence there now I think
31 put up this fall by the Plaintiff
32 Part of it was there during the summer
as I told you

1 Re Direct Examination by the Plaintiff
2 The railroad land through the
3 position is one hundred feet wide
4 that is the Minneapolis and St. Louis
5 road, I have heard that the land
6 of the St. Louis and Decatur road
7 is of the same width - The center
8 of the track is the center of the
9 one hundred feet. With reference
10 to the fence on the highway and
11 between the highway and the
12 Minneapolis and St. Louis road
13 there were some fences up but the
14 principal part of it was down
15 at that time lying down flat
16 on the ground. There were no posts
17 there no fence at the time, the posts
18 were broken off and the boards broken
19 off and lying on the ground
20 Some time there was a fence up - 4
21 men on the 26th of February
22 and previous to that time - The
23 fence between when the injury happened
24 and the track work west of plaintiff's
25 position and between the road and the
26 the highway was up in some places
27 and down in some places
28 there was nothing to prevent cattle
29 from going into the pens the fence
30 the highway - not a thing - It was
31 open to the common for any thing
32 to go through - The fence was

1
2 in this competition all of last
3 winter, when no care was taken
4 of it. It was so all winter, that
5 feed was not used by plaintiffs
6 as a pasture during the summer
7 for two or three months, he
8 used it for a meadow, he com-
9 menced to use it for a pasture
10 sometime about the first of
11 August, after the hay was off
12 from it. There is only one fence
13 between the Municipal & St. Louis
14 road and the highway. There is no
15 fence on the south side where the
16 lake is frozen over, nothing to hinder
17 stock from coming in there, you
18 can drive through there with a
19 team. It is open to the common
20 and was so at the time of the
21 injury to the plaintiffs cow
22 and was frozen over then.

23 The defendant then testified -
24 The plaintiff was seen and
25 testified as follows -

26 There was at the time of the
27 injury to my cow a fence on
28 the north side of my pasture
29 between me and Mosher and
30 a fence below the Municipal
31 and St. Louis road towards the
32 lake on this side of the house

1 right into the lake to find the cattle
2 out from Chaska, I hired a fence
3 along there, I got to keep one cow
4 on the east side of my pasture -

5 The case was then without argument
6 submitted by the respective parties
7 Whereupon the counsel for the de-
8 fendant requested the Court to
9 charge the jury as follows:

10 1st That the plaintiff cannot recover
11 in this action because it appears by
12 the testimony herein that the plaintiff
13 in permitting his cattle to range
14 at will in the immediate vicinity
15 of two rail roads with nothing
16 to hinder or prevent them from
17 straying upon the track of such
18 railroads was grossly negligent
19 and that such negligence con-
20 tributed to the injury complained
21 of in this action.

22 2nd That the plaintiff cannot
23 recover in this action because
24 the injury complained of was
25 contributed to by the negligence
26 of the plaintiff.

27 3rd That the neglect of a railway
28 company to fence its road does not
29 make it liable absolutely for
30 killing or injuring cattle which
31 may stray upon the track for
32 want of such fence, and that in

Such cases negligence of the plaintiff which directly, or more or less, contributed to the injury is a defense to an action to recover for such killing or injury.

Each of the foregoing requests were refused by the Court, and such refusal duly excepted to by the defendant.

The Court then charged the jury as follows.

Gentlemen of the jury, this is an action brought by Anna Schubert against the Minneapolis and St. Louis railway company. It was brought in the justice Court and decided there and an appeal taken from that Court to this Court. It is now here and is tried here before you now just the same as if the action had been commenced in this Court. The action is for the purpose of recovering the damages which the plaintiff has sustained by reason of the injuries and depreciation in value of a cow which he owned and which he claims to have been injured by the defendant, the railroad company on the 26th day of February 1879.

1
2 The allegations are it was injured on
3 that day by the train of the defendant
4 You have heard the evidence in that
5 respect. The answer puts in issue
6 every allegation except what are
7 expressly admitted. Will they go on and
8 admit that they are a corporation
9 and at the time alleged in the
10 complaint they operated the road
11 over this land, and that the defendant
12 admits that on the 24th day of February
13 1871 a certain cow was injured
14 upon the defendant's railroad track
15 but they expressly say that the injury
16 was caused by any carelessness
17 or negligence or fault of its
18 agents. So you will perceive that
19 the point they make is that the cow
20 was not injured through their fault
21 and they go on and allege
22 that it was injured through the
23 fault and carelessness of the
24 plaintiff himself -

25 There is a law in this State that
26 requires Railroad companies to fence
27 their track within two years, I think
28 it is after the building the road
29 and if you should find from
30 the testimony that this company had
31 this road operated that length of
32 time and had failed and neglected

1
2 to build their fence on such side
3 of the road you would be bound
4 to come to the conclusion in that
5 respect that the company was
6 negligent in not building its fence
7 and would be liable to pay for
8 the injury in consequence of
9 their negligence in that respect.
10 There is however another rule
11 of law which is applicable
12 and that is that a party is
13 only entitled to recover damages
14 caused by the alleged negligence
15 of the defendant when it is
16 made to appear that they are not
17 themselves in fault;

18 Now if it should appear from
19 the ~~evidence~~ testimony in this case
20 to you that the Plaintiff was
21 guilty of contributory negligence
22 himself, that is, that his negligence
23 contributed to the production of
24 the injury or accident, why
25 he is not entitled to recover, in
26 other words the railroad company
27 has a right to come into court
28 and say: "We admit (and say
29 this Company if you please) that we
30 injured the cow, we admit
31 that the Plaintiff is damaged
32 but when it is true that we injured

1
2 his care still it was caused, by
3 his own contributory Negligence
4 And if he had done his duty in that
5 respect we would not have incurred
6 his care, In other words he should
7 do his duty at the same time
8 A man cannot put his hands
9 in his pocket and let every thing
10 go and take his chances, and
11 have all the care on every body
12 else, So you will see that the rule
13 is this, Did Schubert do his duty
14 with reference to the case?
15 Did he take all the care of
16 his case that a reasonable
17 and prudent man would, sit
18 under as he was? If he did do
19 all that a reasonable and
20 prudent man could bring himself
21 to do under the circumstances
22 in which he was placed at the
23 time, why then he is not at fault
24 and he has not contributed to the
25 injury, by reason of his own
26 negligence and carelessness
27 If you find from the testimony that
28 he was negligent and careless himself,
29 that he did not exercise the care
30 or his duty that a reasonable and
31 prudent man would under the
32 circumstances why then he is not entitled to recover

because if he had done so the injury
would not have occurred, and a
man cannot make the railroad
company pay for damage done
his live stock or any other property
belonging to him, where it appears
by the testimony that he has been
careless and negligent himself. There
is no pretence here that the company
has willfully and maliciously killed
the cow. If there was, why, the question
of negligence would not be necessary
to be considered. But they simply claim
that the cow was injured by the negligence
and carelessness of the defendant
and not that they intended to do it
maliciously.

Of course then the other party
must be prepared to come into court
with clear hands and say that
he was not at fault. The whole
question will turn on that.

If you find from the evidence
that the Plaintiff did not con-
tribute to the injury to the animal
by reason of his own carelessness
and negligence, then the next question
is did the defendant injure the
cow in the main statute and what
damages will be allowed for the cow
which would be the difference in

C.6

1
2 the value of the cow before it was injured
3 and in her present condition, that
4 is a matter of testimony. If you
5 find that the plaintiff had the
6 cow then and the injury took place
7 then the simple question is as to the
8 question of negligence. If you
9 decide that he contributed to
10 that injury by his own carelessness
11 then that ends the matter. If you
12 find that he done all that a
13 reasonable and prudent man
14 would do under the circumstances
15 then the question comes up as to
16 the amount of damages.

17 The case was then submitted to the
18 jury and the following verdict
19 rendered by them:

20 State of Minnesota

21 District Court 8th Dist

22 County of Carver

23 Bruno Schubert

24 vs

25 The Minneapolis & St Louis

26 Railway Company

27 We the jury find for the
28 plaintiff and assess his damages
29 at twenty dollars. Wm S. Carver

30 Foreman

31 The foregoing statement of case
32 contains all of the evidence given

1 upon the trial of this action and
2 also a full statement of all
3 proceedings had upon such
4 trial.

5 The foregoing is hereby allowed
6 and signed as the settled case
7 in said action.

8
9 J. L. MacDonald
10 Judge of the Dist.
11
12
13
14
15

16
17 District Court
18 Burner County

19 Bruno Schuchert
20 vs
21 The Minneapolis
22 & St. Paul Railway
23 Company
24 Probate case

25 Due service of the
26 writ of habeas corpus
27 is acknowledged, &
28 this 20th day of
29 Nov 1879
30 by the
31
32

33
34
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South

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Shaker Lake

Shaker Lake

Diagram of Primaries

Filed October 14th 1889
J. H. Wraymull
Clerk

19

No. 3.

State of Minnesota,
County of Carver } ss.

THE STATE OF MINNESOTA,

To M. Plum. C. Sampson & A. Palmer

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for said County, at Chaska in said County, on the

Tues day of April at 10 o'clock in the fore noon of said day, to give evidence in a certain case then and there to be tried between

Bruce Schubert plaintiff, and
The Minneapolis & St. Louis Railway Company defendant

on the part of the Defendant
Given under my hand, this 31st day of March A. D. 1879

J. F. Dillay
Justice of the Peace.

State of Minnesota,

County of

Carver

I certify that I served the within

Subpoena on the within named *M. J. Lin*
C. Sampson & A. Palmer

at the town of *Carver* in said County

on the *1st* day of *April* 187*9*

by Reading the same to the
Service, \$ *45* / *personally*

Mileage, *40*
Fees, *85*

Matthia

Dated *Carver 1st April*

Printed by Cunniff & Co., St. Paul, Minn.

W. F. Skene, Attorney

vs

James S. Hubert

On the part of *Defendant*
SUBPOENA

State of Minnesota,
County of Carver } ss.

THE STATE OF MINNESOTA,

To

Charles Gehl

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for said County, at Chaska in said County, on the 1st day of April at 1 o'clock in the after noon of said day, to give evidence in a certain case then and there to be tried between Emile Schubert plaintiff, and The Minneapolis & St. Louis Railway Company defendant on the part of the Defendant

Given under my hand, this 1st day of April A. D. 1879

J. F. Dillay

Justice of the Peace.

State of Minnesota, }
County of Carter }
I certify that I served the within
Subpoena on the within named Charles
Gehl
at the town of Charota in said County
on the 1st day of April 187 9
by reading the same to him
personally
Service, \$.15.
Mileage, 20
35
Fees, Matthews
Dated April 1st 187

W. & Cunningham, Printers, St. Paul.—10-75-M.

W. & Cunningham
St. Paul, Minn.

B. Schuster

On the part of Schuster
SUBPOENA

SUBPCENA

On the part of.

Plaintiff

B. Schubert

US
M. L. R. N. conf.

& Cunningham, Printers, St. Paul.--19-75-M.

Dated March 25th 1911.

Na. 1121

Service, \$ 60
Mileage, 40
Fees, \$1.00

U. M. M. C. Church
at the town of
Center & Church
in said County
on the 21st day of March 1879

Subpoena on the within named S. Y. Nichols
M. J. Nichols C. Nichols
 in said County

State of Minnesota,
County of }
I certify that I served the within

Henry Reynolds
Wm. H. Woodworth

State of Minnesota,
County of Cour } ss.

THE STATE OF MINNESOTA,To John Chromant

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for said County, at Chaska in said County, on the 1st day of April at One o'clock in the after noon of said day, to give evidence in a certain case then and there to be tried between

Bruno Schubert plaintiff, andThe Minneapolis and St Louis Railway co. defendant
on the part of the plaintiffsGiven under my hand, this 1st day of April A. D. 187 9J. F. Oilly
Justice of the Peace.

SUBPENA

On the part of

Plaintiff

B. Schubert

vs

Misc. & St. L. R. M. Co.

& Cunningham, Printers, St. Paul.--10-75-M.

Dated

April 1st 1879

Fees,

30

Mileage,

20

Service, \$.15.

him personally

by reading the same to

on the 1st day of April 1879

at the town of

Chaska

in said County

Chasmon Trouse

Subpoena on the within named

John

I certify that I served the within

County of

Carver

State of Minnesota,

State of Minnesota
County of *Copier*

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

You are hereby commanded to summon

*Christ Eder, Fred. Ohlstedt, Morris Melvin, Joseph
Hunninghoff, Herman Brinkhaus, George Fay*

to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the
12th day of *April* at *One* o'clock in the *after* noon
of said day, in the *Village* of *Chassela* to make a jury for the
trial of a civil action between *B. Schnur-*

plaintiff and *Minneapolis and St Louis Railway
company* defendant :

and have you then and there this writ.

Given under my hand, this *12th*

day of

April

A. D., 18 *79*

J. F. Dillig
Justice of the Peace.

State of Minnesota
County of Carver

File

I certify and return that

The Village of Chaska in said
County on the first day of April I serve this
Venue on the within named persons Ch Eder Fred
Ohland Merritt Malven Joseph Wenzelhoff
Harman Brinthaus George Loy

per 100

Mathias Loyelin
Constable

State of Minnesota,

County of Carver

ss.

IN JUSTICE COURT,

Before

J. F. Dilly

Justice of the Peace.

Bruno Schubert Plaintiff

The Minneapolis and St. Louis
Railway Company Defendant.

STATE OF MINNESOTA,

County of Carver

N. C. Odell

came personally before me, and being duly sworn,

he doth depose and say, that he is

said Defendant in the above entitled cause; that said Defendant

appeals to the District Court in and for said county, from the

judgment rendered by the said Justice of the Peace, in this cause, on the

day of April A. D. 1877, 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 10th day of April 1877

J. F. Dilly
Justice of the Peace

N. C. Odell

In Justice Court,

Carver County.

Bruce Schubert
Plaintiff

—against

*The Minneapolis and
St. Louis Railway Company
Defendant*

AFFIDAVIT ON APPEAL.

Filed on the *10th* day of

April

A. D. 187*9*

J. F. Dillay
Justice of the Peace.

State of Minnesota }
County of Carver. }

In Justice Court
Before James T. Dillay
Justice of the Peace.
Bruno Schubert
Plaintiff.

^{vs}
The Minneapolis and St. Louis
Railway Company
Defendant.

Whereas the above named The Minneapolis
and St. Louis Railway Company, appeals
to the District Court, Eighth Judicial District
in and for said County from that certain
judgment rendered by said Justice of
the Peace in the above entitled action in
favor of said Bruno Schubert and
against said The Minneapolis and
St. Louis Railway Company on the
1st day of April 1879.

Now therefore we S. W. Lusk, and F.
H. Ferguson, of the County of Carver
and State of Minnesota do hereby
undertake and bind ourselves in
the sum of One hundred dollars, that
said appellant, The Minneapolis and
St. Louis Railway Company, shall prosecute
the appeal with effect and abide the

order of the Court Return.
Dated at Alaska this 11 day of April A.D. 1879.

J. W. Hennings
S. N. Sisk

State of Minnesota }
County of Carver, } 20.

J. W. Sisk and J. W. Hennings being
duly sworn says each for himself
that he is a resident and free holder
of the County of Carver in said State
of Minnesota. that he is worth the
sum of One thousand dollars over
and above his just debts and liabilities
and exclusive of property exempt
from execution.

Subscribed and sworn to
before me this 11 day of
April A.D. 1879

J. W. Hennings
S. N. Sisk

J. F. Dilling
Justice of the Peace

In Justice Court
before
Jimmie F. Delley.

Thomas Schubert
Plaintiff.

v.
The Miami & St. Louis
Railway Company
Defendant.

I hereby approve
of the within undertaking
and the sureties thereto,
Dated Apr 11th 1899
J. F. Delley
Justice of the Peace

W. L. Adell
Atty for Defd

State of Minnesota,

County of

Carver

88.

IN JUSTICE COURT.

Before

James P. Dilly Justice.

Mrs. Schubert

Plaintiff.

The Minneapolis and St. Louis
Railway Company - Defendant

Sir: Please to take Notice, That the above named

District Court in and for said County, from the judgment

rendered by said Justice of the Peace, in the above entitled action, on the 1st day

of April A. D. 1879 against said Defendant

therein; and that the said appeal is taken upon questions of both Law and

Fact

Dated Alaska Apr 10 1879

Yours respectfully,

W. B. Cull

Att'y for

Def't

Plaintiff

IN JUSTICE COURT,

Carver
County.

James Schubert
Plaintiff
-
AGAINST

*Minneapolis and
St. Paul Railway Co*
Defendant

Notice of Grounds of Appeal.

Due service of the within notice is hereby

mitted at *Waska*
Minnesota, on this *4th* day of
April

A. D. 1877

Bowles
Atty for Plff.

H. C. Odell
Atty for Dft.

State of Minnesota } ss. In Justice Court
 County of Carver } Before
 Justice fees \$5.90 J. F. Diller
 Sheriff's fee \$5.70 Bruno Schubert
 Jury fees 3.00 Plff.
 Witness for plff. \$10.52
 Witness for defense \$4.84
 Interpreter \$1.00

against
 The Minneapolis and
 St Louis Railway co.

Return to appeal

Defendant
 March 15th 1879. Summons issued returnable
 on the 25th day of March 1879 at Ten O'clock
 A.M. and delivered to Matthias Fogelin dep't. Sff.
 March 25th 1879. Summons returned duly
 served as appears by Officers return enclosure
 thereon. fees for service 50¢. Subpoenas issued for
 S. G. Michels, Am. Rudelouch, Chas. Mueschler
 and Henry Deggen. March 25th 1879. Ten O'
 clock A.M. Case called and parties present
 Plaintiff by himself and S. Fowler his atty
 and Defendant by his attorney T. C. Oellel.
 Plaintiff filed a written complaint duly verified
 Defendant filed a written answer duly verified. At
 request of plaintiff and by consent of both
 case adjourned until the 1st day of April 1879
 at Ten O'clock A.M. Subpoenas issued for
 Michael Flynn Chas. Sampson and A.
 Palmer. April 1st 1879 Ten O'clock A.M. case
 called and parties answer to their names. Plaintiff
 demands a jury and both parties agreed to a

trial by a jury of Six. Whereupon I directed
Mutt. Logelin constable to make a list of
eighteen inhabitants qualified to serve as jurors.
The list having been made and each party hav-
ing struck six names therefrom I issued a
venue returnable at one O'clock P. M. of
April 1st for the following named persons selected
as jurors. Christ Eder, Merritt Melvin, Fred.
Ohlund, Joseph Wimmerhoff, W. Bainskhaus
and George Loy. Subpoenas issued for Chas.
Gehl and John Ehrmantrout. Jurors all
appeared and were sworn without objection.
Bruno Schubert plff. sworn. Chas. Moeschler
sworn for plff. George Michels sworn. W.
Bainskhaus sworn for interpreter. W. Deggen
sworn. John Ehrmantrout sworn.

Plaintiff Rests.

Bruno Schubert recalled by defendant. 2.
To whom did you give this paper. objected
to as immaterial and objection sustained.
Exceptions taken. W. C. Odell atty. for defense
moves to dismiss the case on the grounds that they
have not shown sufficient evidence to constitute
a cause of action. Motion Overruled and Excepta
to. Mr. Flynn sworn for defense. Chas. Gehl.
sworn. The testimony then closed and the case was
given to the jury. The jury retired to their room
in charge of L. W. Noble sworn for that purpose

and returned with a verdict of Eighteen
dollars for plaintiff. Wherefore I rendered judgment
against the defendant and in favor of plaintiff
for the sum of Eighteen dollars and costs of
this action taxed at \$31.⁰⁰

Judgment April 1st \$49.⁰⁰

J. F. Dillay

Justice of the Peace

April 11th 1879. Defendant made and filed an
affidavit for appeal and bond in the penal
sum of One Hundred dollars approved by me
together with a notice of appeal with proof of due
service thereof upon the plaintiff and paid me the
sum of \$2.⁰⁰ my fee for the return. Appeal
thereupon allowed April 11th 1879.

Return forwarded to Clerk of the District Court.

J. F. Dillay

Justice of the Peace

State of Minnesota } ss.
County of Levee }

In Justice Court
Before
J. F. Dilley
Justice.

Brumo Schubert- plff.
vs.

Minneapolis & St Louis
Railway company defendant

Return to appeal

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

Dated Chaska May, 1st 1879.

J. F. Dilley
Justice of the Peace

Filed September 22nd 1879
J. F. Dilley
Justice of the Peace

State of Minnesota
Justice Court
County of Carver.

Bruno Schubert
M

The Minneapolis and
St. Louis Railway Company.

Transcript of Deedlet.

Filed September 23^d 1879
G. Krugenhohl
Clerk.

19

State of Minnesota
District Court
County of Le Sueur,

Wm. Schubert
vs
The Minneapolis and St. Louis
Railway Company,

Stipulation of delivery of files,

Filed November 18, 1888
G. H. G. H. G.
Clerk,

October 14th 1879.

Bruno Schubert

vs

The Minneapolis & St. Louis
Railway Company.

James C. Breckin

William Larver

John Dietrich Jr.

Jacob Schag

Phillip S. Johnson

Charles Hermann

Christie Radde

Matthias Uretzel

John Kallgren

David Johnson

Andrew P. Nord

Joseph Willmann

State of Minnesota
District Court
County of Cass

Schubert & Brown
At
St. Minneapolis & St. Louis
Railway Company
General List.

Filed, October 14th 1879.
Appraiser
Attest.

State of Minnesota. District Court
Eighth Judicial District.

County of Carver.
Anton Suiors, Plaintiff.

vs
Peter Schutrap and
Barbara Schutrap. Defendants.

Upon reading and filing the
Summons and Complaint in the
above entitled action, and said
Plaintiff having given the Bond
required by law, Ordered that an
Injunction issue restraining and
enjoining said Defendants or either
of them, their or either of their
agents servants or employees,
from cutting down, injuring or
impairing the timber, trees or
underwood standing and growing
upon said premises in said Complaint
particularly described and from
committing any further or other
waste or spoil in or upon said
land or premises, until the
further order of the Court.

Dated at Shakopee Feb'y 27th 1883.

J. L. MacDonald
Judge 8th Dist.

District Court.
Sd. Jas. District
County of Garret.

Anton Simon.

vs

Peter Schultze

et al

Order for deposition

Filed, February 28th 1883,
G. H. Gray, Clerk,
Clerk,

8.

W. C. Adell.

Ref. atty.
Paula H.

State of Minnesota
County of Carver

File

certify and return that

the Village of Charter in said
County on the first day of April. I serve this
Notice on the Within named persons Ch Eder Fred
Ohland Meritt Halven Joseph Wunninghoff
Norman Brinkhaus George Loy

for 100

Mathias Loyelin
Constable

State of Minne.

County of Cass

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

You are hereby commanded to summon

Christ Eder, Fred Ohlsted, Merritt Melvin, Joseph
Hunninghoff, Herman Brinkhaus, George Fay

to be and appear before the undersigned one of the Justices of the Peace in and for said County, on the
1st day of April at One o'clock in the afternoon
of said day, in the Village of Chassela to make a jury for the
trial of a civil action between B. Schuler—

plaintiff and Minneapolis and St Louis Railway
company defendant :

and have you then and there this writ.

Given under my hand, this

1st

day of

April

A. D., 1879

J. F. Dillig

Justice of the Peace.