



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

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Q. Were you a contractor on this part
of the road? A. No sir I was not. Q. Were
any that ditch your best spoke of? A. The
contractors are digging it. It is not
completed. Q. It was done under
their contract? A. Yes sir. Q. Could
not they have or the. Well said Company
better? A. Yes sir - it was laid out by
me. Q. What become of the earth that
was taken out? A. It would go into
the bank - in the fill. Q. They do that
all along the line of the road whether
there is a marsh or bare ground?
A. Not where it is not necessary to
drain. They do not go so deep - just
enough to make a fill. Q. But they
dig out the side of the road to get
the material to fill with? A. Yes sir.
Q. How deep did this ditch go below
the surface? A. A little over four feet
deep. Q. And it is dug only in places?
A. It is not completed. Q. It is dug
only in places? A. Yes sir. Q. And there
are places it has stopped? A.
Certainly, there are places that I
not get dug out. Q. But the bed
of the road is finished? A. No sir
it is not. Q. What does it look
of being finished? A. It is not
finished. Q. You speak of the
character of the marsh, & v

1 you know where his meadow is?
 2 A Yes Sir, The bay of the canal
 3 runs through the meadow and
 4 a portion of it, A Yes Sir, It crosses
 5 a portion of it, Q, How does the
 6 soil of the meadow differ from
 7 the soil of the meadows if at all, A
 8 It differs very much, Q, How, A The
 9 Marsh is composed of Moss and is
 10 very soft - The meadow he can drive
 11 a team on, and he would not on
 12 the Marsh - There is grass grass on
 13 the meadow and very little on the
 14 Marsh, Q, Will you state whether
 15 the surface of the soil on the meadow
 16 is not composed chiefly of the de-
 17 composed Moss and vegetable matter?
 18 A, It is black soil now, Q, Is not that
 19 composed of decayed vegetable matter
 20 mixed up, A It has probably been
 21 been some time, The indication
 22 is that meadows was in the same
 23 condition the Marsh is now, A
 24 No Sir, Not so deep, Q, You mean
 25 deep in the vegetable ^{decayed} matter?
 26 A, Yes Sir - Q, The depth in the
 27 bottom the soil, Is it not, A, It de-
 28 pends on how much water there
 29 is, Q, Assuming that the water
 30 has been off or dried out, or
 31 prevented from flooding in

78 (Question withdrawn) Q. That march — the surface of the march, was it not where you saw it in such a condition but what cattle could travel over it at any time — The march west — the large march? A. Cattle could have traveled over it. Q. Was not it in that condition when you saw it, that cattle could by scattering around and not making any path over it they could travel over the sod? A. Yes, sir. Q. You drive piles in there? A. Yes sir. Q. How long were the piles? A. 25 feet. Q. They went down 25? A. No sir they are not driven 25. Q. How far are they driven? A. About 18 feet. Q. Where was your attention first called to the cattle road leading to the west high land upon his farm? A. Shortly after we located the line there. Q. Who called your attention to it? A. Mr. Rogers the Engineer. Q. You say there was no beaten path in it? A. No, sir. Q. It was solid ground was not it? A. It was solid ground a portion of it. Q. I crossed the portion at the west end — how was it? A. Solid ground there. Q. You spoke of the bridge across Carve creek. You say it is wide enough so cattle can pass

7 Q. under it? A. Yes, sir. Q. How wide is
8 it? A. It is nearly eleven feet between
9 the banks. There are two banks — two
10 passages of eleven feet each of them.
11 Q. How wide is that creek now in its
12 low stage of water? A. Between 25
13 and 30 feet. Q. The Banks are not as wide
14 as the creek there, the two put together?
15 A. Hardly. Q. You spoke of a drain.
16 How far west of the creek is the drain
17 that you said could be used for a
18 cattle pass also? A. It is nearly a
19 1000 feet west. Q. What was it build
20 for, or what was the opening left for?
21 A. Left for a drain and a cattle pass.
22 Q. Is the Rail road interested in the
23 cattle pass? A. Not that I know of.
24 Q. State whether it was not placed
25 immediately over a depression in
26 the ground where there was an old
27 drain? A. Yes, sir it was. A. So
28 in building the road you simply
29 left the drain that was already existing
30 there? A. Yes, sir. Q. Didn't make
31 it any wider? A. We did not make
32 it any wider. Q. You spoke of there
33 being three places upon his farm
34 where there could be road crossings
35 across the track. Will you state
36 where they are? A. There is one on the
37 west end of the cut in his field and
38 one place at the east end of this cut,

7 Q and a place at the west end of the
cut just west of the Carve creek.

2. These places then are all adjacent
to a cut are they not? A. Yes, sir.

2. In either of these crossings there is
a cut on one side or the other, is there
not? A. No, sir.

2. Which one is there
not? A. The west one that I spoke of
can be crossed on the level with the
Track on both sides.

2. That comes
to the fill in the marsh? A. Yes, sir
and just east of the cattle pass, or
driven as Mr. Pfliger calls it.

2. Is
not there a cut, the first cut when you
come right there immediately to the
east of that crossing? A. Yes, sir there
is a cut there.

2. That is what I asked.
If there was not adjoining each one
of these crossings over the track? A. Yes,
sir.

2. Will you state whether
in either ^{one} of these crossings a train
of cars can be seen by the person
that wishes to cross from the
north to the south over either one of
these crossings.

How far before the
crossing can the person that wishes
to cross see the train, A. They can
see for half a mile on the East,
and they can see them to the junction
on the west.

2. This is inside of the
circle? A. Yes, sir. 2. Standing inside
of the circle they can see right and

74 1 left? A. Yes, sir they can. Q. Now
2 crossing from south to the north, can
3 the person wishing to cross see the
4 train coming from the east while he
5 is working the crossing? A. Yes, sir.
6 he can. Q. How far? A. For nearly
7 a half a mile. Q. Is not there an
8 embankment there? A. Yes, sir. Q.
9 Do you mean he can see the train
10 from each one of these crossing or from
11 the east one? A. From the east one.
12 Q. Where selected it? A. Yes, sir.
13 Q. That one he can see from the east?
14 A. Yes, sir. Q. There is another cut
15 east of that east crossing? A. Yes, sir
16 there is one at the crossing creek —
17 just west of the creek. Q. That is
18 some distance away? A. About 400
19 feet from his crossing, Q. A small
20 cut is not it? A. Yes, sir. Q. Then
21 the crossing he selected was the best
22 for safety was not it? A. No, sir I
23 do not think it was. Q. The crossing
24 that he selected was better than one
25 of the middle crossings as a matter
26 of safety in getting across? A. His
27 crossing that he selected is the middle
28 crossing. Q. The middle of the three that
29 you refer to? A. Yes, sir. Q. Is not there
30 a fourth one between what you call
31 the middle one and the west one? A.
32 No, sir not any good crossing.

Q. But there can be a crossing there?

A. Yes, sir you can build a crossing of course. Redirect Examination

By Mr. Mc Nair. Q. You are asked whether in putting in this cattle crossing and ~~drive~~ ^{you} drain you widen the ditch any. Is not that opening that you left there wider than any ditch that was there? A. Yes, sir. Q. Just describe the width of the ditch and the width of the opening you left? A. The ditch is nearly filled up now. In fact you can hardly see it—that there was a ditch there. It could not possibly have been over four feet wide when it was dug. Q. How wide is the opening? A. Eleven feet. Q. You were asked if you left the ditch the same width. I presume it would be of course when you said you left a filling of the same width of the ditch and the ditch was eleven feet before and is now? A. Yes, sir. Q. You also said that the bridge across the River lacked about 5 feet of crossing. Are not these two openings independent of and beyond and clear of that portion that is across the creek? A. Yes, sir. Q. So that that instead of a bridge and opening 25 feet long over the creek you have got your two openings on the land in addition? A. Yes, sir. Q. About how long is the whole thing?

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1 A. It is nearly 100 feet. 2. You spoke of
2 one crossing that you could go across with
3 out any trouble — level on both sides.

4 But that was not the one that he
5 adopted. From that crossing can you see
6 the cars from either way? A. Yes, sir.

7 2. There is no cut on either side of the
8 iron? A. No sir it is level on both sides.

9 Recross Examination By Mr. Hind's

10 2. This last crossing it is on the march,
11 is it not? A. No, sir. 2. Will you

12 explain where it is — where the crossing
13 might have been? A. At the west

14 end of the cut that is just east of the
15 cattle pass or drain. 2. On what

16 part of the farm is it? A. It is
17 just east of the march — the branch

18 march. 2. How far east of where you
19 drive the piles? A. About 100 feet.

20 2. Will you state whether when a
21 person gets along to that place going

22 from the south to the north side of the
23 track, the cuts or the hills there through

24 which the road is cut does not stand
25 between the person and the coming

26 train from the east? A. It does where
27 he is about 100 feet from the crossing,

28 but before he gets to that point he
29 can see the train from both sides.

30 2. But when he gets up there near the
31 crossing there are two hills between him

32 and the cars at that place? A. There

8799 1 is one hill. Q. Isn't there two of them?
2 A. No, sir not but what he can see over.
3 There is not two hills that he can see
4 over. There was not two cuts that he could
5 not see over from that point. Mr. Mc Nair—
6 Will these ditches through the meadow
7 be completed when the rail road is
8 completed. Objection to as immaterial.
9 Objection overruled. Exception by (defendant)
10 Respondant. Objection with drawn.
11 Mr. Mc Nair— Will the ditches be completed
12 with the completion of the road according
13 to the place of its construction? A. It
14 will. Objection to a incompetent and immaterial
15 Objection overruled. Exception by respondent
16 Q. You stated that this part of the road
17 ^{there} was being graded by the contractor?
18 A. Yes, sir. Q. Is there any provision
19 in these contracts for the digging of
20 this ditch. Objection to a incompetent
21 and not the last evidence Objection
22 sustained. Q. Will you state what
23 ^{knowledge} ~~claim~~ you have in regard to that
24 ditch. What makes you say that it
25 is going to be completed as a ditch?
26 A. Because I have staked it out
27 and ordered the contractors to dig
28 the ditch. Q. That you have done your
29 self? A. Yes, sir. Q. You have no orders
30 from the company in regard to it?
31 A. Yes, sir I have orders from the
32 Chief Engineer. Mr. Rogers.

78 1 2. No other officer. Objected to.
2 (Questions with drawn)

3 George M. Powers. Called by (plaintiff)
4 appellants, sworn testified as follows
5 on direct examination. Direct
6 Examination By Mr. Mc Nair.

7 Q. Where do you reside? A. I reside
8 in Chanhassen township Carver
9 County. Q. How long have you been a
10 resident of Carver County? A. I came
11 where I now live in 1853. Before
12 Carver County was organized.

13 Q. You have been a resident of
14 Carver County ever since Carver County
15 was a county? A. Yes, sir. Q. What
16 is your business? A. Farmer.

17 Q. Are you acquainted with the land
18 where Mr Pflieger lives in Section
19 17 and section 8 in the town of
20 Dahlgreen in this county? A. I am
21 acquainted with the land in the
22 immediate vicinity of this new Rail
23 road & but not acquainted with the
24 whole track. Q. Are you acquainted
25 with the location where the junction
26 is made between the old line and
27 the new - where they come together
28 and a mile or two along there? A
29 I am from that point easterly. Q.
30 Are you acquainted generally with
31 the value of farming lands in Carver
32 County and in that vicinity? A I think

J. G.

I am. Q. Have you seen this particular piece of cutoff where it leaves the old line of road? A. Have. Q. Taking it as granted that Mr. Pfleger is the owner of the south west of section eight and the north west of section seventeen joining. (Referring to map) and this eighty is also his ~~here~~ here and this represents the old road and this represents the new, and running from that point clear across to his easterly line which would be taking a little off along the adge. then remaining ^{running} from there clear across this quarter section in the nearest represented, and this is his north and south and that his east and west line, and it runs across there — he being the owner of the ~~entire~~ entire track. What is your opinion would be the difference in value in this farm on June 24th without this new road, and with the new road upon there — The difference in value of that. The real English of that is what is the damage. A. I think about \$55000. If I owned the place I think I should prefer the \$55000 with the rail road, rather than to do without the rail road and without the money, and if it increased the opportunities for rail road facilities it would be less. Cross Examination By Mr. Hinds. Q. You say you

Q. I think it would be \$550⁰⁰ then to do
without the rail road. A. I mean to say
that if I owned that farm I should
prefer to have the rail road and \$550⁰⁰
or not have it and not have the \$550⁰⁰.
Q. In your estimate you are taking
into consideration that the rail road
confers some benefits as well as damage?
A. No sir not of that amount. Q. That it
confers some benefits? A. No sir. Q. What
do you mean by "rather than do without
the rail road"? A. I simply mean that
I should put the damage at \$550⁰⁰. Q.
You say, "rather than do without the
rail road". Objected to. Q. What qualification
do you mean by using the words "rather
than do without the rail road. Objected
to. A. I simply mean that if I owned
that farm and it was proposed to
build that railroad I should say,
give me \$550⁰⁰ and you can build
the road. Q. You don't own the farm?
A. No sir. Q. Not any farm near there?
A. No sir. Q. You never have owned
any farm near there. A. No nearer
than the one that I have owned. Q.
And that is how far? A. I think
it must be between eight and nine
miles. Q. You have no knowledge
of the value of farming land in that
neighborhood? A. I think I have a
general knowledge of farming lands

8 Q Throughout the county? A. But you have
no knowledge of the value in that
particular neighborhood? A. I think I
have. Q. What knowledge have you?
A. I general, count myself posted about
what is going on in the county. Q. What
knowledge have you in regard to the
value of farming lands in that
particular neighborhood? A. I think
that I generally - I Don't tell what
you think I want to know what
knowledge you have. Objected to as
incompetent. Q. What knowledge have
you in regard to the value of farming
lands in that particular neighborhood?
Objected to, That the witness having
been allowed to testify that it is
now too late to go into his competency
as an expert. Objections sustained
Exception by respondent. Q. Will you
state what you means of knowledge
is to the value of farming lands in
that neighborhood? A. I am not
aware that I am familiar with the
amount paid in case of transfers there,
but I have acted as appraiser of school
lands in every township in the county
and have tried to keep myself posted
in reference to the value of lands about
the same distance from this town and
judg that the value of lands about the
same distance from this town, if it is

82 of the same quality, in different parts
of the county is not materially different,
When did you ~~act~~ act as appraiser of
school lands. Objected to as incompetent
and immaterial. Objection overruled.

①
Exceptions by applicants. A. I do not know
as I can give the exact date. It was
somewhere in 1863 I think or 1864
about that time? Q. When were you
first upon this farm. A. About a
week ago last Monday. Q. How
came you to be there then? A. I went
at the request of Mr. Rogers. Q. The
Engineer of the matter? A. Yes, sir.
Q. Do you know what this farm
is worth? A. I am not acquainted
with the farm as a track. I have
not been over it, only what I could
observe from the track or road bed,
and by going around from that
point where the roads meet to Mr.
Frank's and then I came down
to the other road or over his fields
and then over the road again or at
least a part of it. Q. That was once
over the lands? A. I was over a part
of the road once, and the east part
three times, and I saw the whole the
same day. Q. Your answer is then
that you do not know the value of
that farm last June? A. I do not
know the value of the whole track

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Q. Do you know what the value of the farm is with the branch road on it as a whole, A. Not as a whole because I am not familiar with the northerly farm.

Redirect Examination By Mr. Mr. Blair. Q. You are familiar with what you could see on both sides of the rail road. A. I am familiar with the part that Railroad effects.

Q. What you saw on each side of it.

A. Yes sir. Q. You know the relation of the roads to each other and the wagon road, and you are generally acquainted throughout that part of the county, and you have traveled through it more or less for the last 20 or 30 years?

A. To some extent. After the usual warning of the jury the court took a recess recess until 1.30 o'clock P.M. 1.30 P.M. Phillip Seigel.

Called by appellants (Plaintiffs) sworn testified as follows.

Direct Examination By Mr. Mr. Blair. Q. Where do you live.

A. Dahlgren. Q. How long have you been a resident of Carver County? A. About 26 years.

Q. Have owned property in Carver County during that time. A. Yes, sir.

Q. Where has your occupation been generally. A. As long as I have been

84 here farming. Q. Do you carry on that
business now? Farming? A. Yes sir.
Q. Do you know where Mr Plegers
farm is in the town of Lakidgreen?
A. Yes sir. Q. How far is your place
where you live from his land?
A. Where I live it is about $\frac{3}{4}$ miles.
Q. Do you own land in the vicinity
of his farm? A. Yes sir I am a
neighbor of him. Q. Your land
joins his does it? A. Yes sir. Q.
Are you acquainted with the market
value of land in that part of the
county? A. So far yes sir. Q. And
have been for some time have you
not? A. Yes sir. Q. You know where
this new Hastings and Dakota road
off runs across the land? A. Yes
sir I have been there making hay
there and working on my other field
there every day. Q. Taking his farm
as it was on the 24th of June last
without the road located and as it
has been located since with the
road located there and the road
operated as it is to be operated. What
is your opinion as to the difference
in value without and with the
Railroad located over it and
operated there. Objected as calling
for a conclusion. Q. You may state
the jury what the difference in value

5 between that farm as it was say on
the 24th of June last without any new
railroad there and its value immediately
after and since with this new rail-
road — The Hastings and Dakota cut-
off located as it is to be operated
across that same land. Objected to
as calling for a conclusion. Objection
overruled. Exception by respondent.
A. For my part what be sold
around here. Of course it is difference
in the land. Court — What is the
difference in the market value is the
question. A. I do not know how
many acres. The court — Four Hundred.
Q. The whole farm is 400 acres. The
railroad takes about eight or nine
acres? A. About \$8000 or \$9000 on
the whole. Q. How much is the whole
damage? A. No — No — I say the
whole price for the land — the 400
acres. Q. What is the difference with
the railroad there and not there?
What is the difference in the value
of the farm, without the new rail-
road and with the new rail road
How much damage. A. I don't
know how much land it takes.
Q. Between eight and nine acres
the road occupies in going across.
You know about how it runs across
there from the westerly side toward

86 the easterly? A. About nine acres.
may be \$240⁰⁰ may be he get \$600⁰⁰
damage. Q. About \$800⁰⁰. A. The
land how much? A. About \$250⁰⁰
Q. And for the damage how much
A. About \$800⁰⁰. Q. The whole being
about \$800⁰⁰. A. Yes sir the damage to
land. Q. That is callin the land that
they take 8 or 9 acres? A. Yes sir.
about \$250⁰⁰ for that. Q. And
then the whole damage taken together
about \$800⁰⁰. A. Yes sir. Q. And
the difference between this \$250⁰⁰ this
\$800⁰⁰ is the difference you award
the balance of the farm on both
sides of the road? A. Yes sir.

Cross Examination. —

By Mr Hinds Q. Do you mean
that the whole damage to the farm
is only \$800⁰⁰ or that it is \$800⁰⁰
and \$250⁰⁰? A. For my part I
think about \$250⁰⁰ for the land
and the damage for the land \$800⁰⁰
or \$900⁰⁰. Q. Besides the \$250⁰⁰?
A. No — I say about \$800⁰⁰ damage.
Q. The whole than \$800⁰⁰ or \$900⁰⁰.
A. Yes sir the whole \$800⁰⁰ or \$900⁰⁰.
Q. Of that \$600⁰⁰ what does that
damage consist of? A. May be he
got a little trouble and spoil the
land. Q. Anything else? A. I
cannot say every thing.

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Q. That is all the damage that the \$500⁰⁰ or \$600⁰⁰ consists of? A. Yes, sir.

Q. What little trouble do you speak of.

A. Of course you get a little trouble. He got to cross to get wood and so on. He cannot go right through you know.

Q. What other trouble? A. May be he got not so handy with the cattle and such things. I don't know.

Q. Any other trouble? A. I don't know of any trouble more. Q. Do you know of any thing else that is a part of that \$500⁰⁰ or \$600⁰⁰ damage?

A. I include the whole. Q. What is the whole. A. There is eight acres spoiled of the land. Q. What does it spoil through his land? A. It makes him trouble to get wood and hay because he got it upon two sides and not so handy. Q. Is there any thing else? A. I do not know.

I did not see nothing more. Q. Did you know anything about his cattle road, or place to get around to his west eighty for his cattle around the marsh? A. I noticed everything.

Only I went through several times. I know the land just as well as my own. I never drove the cattle out and I didn't look at that. Q. And you don't know anything about that?

A. No sir. Q. So you do not make that

Q. a part of your \$500⁰⁰ or \$600⁰⁰? A.
Of course. Q. Do you put that in as a
part of your \$500⁰⁰ or \$600⁰⁰? A. Yes sir,
the whole. Q. And yet you don't
know whether he has got any cattle road
there or not? A. No I never looked at
it now. Q. Do you know anything about
his crossing to get across this road
as they have build it? A. I am
not particular. I went over it myself.
Q. Did you look to see where he
could get across with his teams?
A. I seen it but I didn't look at it
particular. Q. Did you notice whether
he could see the cars coming where
he got up ready to open the gates to
go across? A. That is more than I
can tell. I didn't look at it partic-
ular. Q. Did you include anything
for that as a part of the \$500⁰⁰ or
\$600⁰⁰ did you consider that then
was any damage there about that?
A. I don't know. Q. Will you state
whether you included in your
\$500⁰⁰ or \$600⁰⁰ damage anything
for his having to open two fences
to get across the rail road to his
work? Objected to as evidence
of it. Objection over ruled. Exception
by appellants. A. Yes sir including
the trouble of opening gates — yes sir
I took every thing in, Q. How much

Q. Q.

1 did you put in for that — for
2 just that trouble about the fences
3 and crossing the railroad with fences

4 — How many dollars. A. About \$600.00

5 Q. About \$600.00 just for that?

6 A. Yes sir — yes sir. Q. How much
7 of these \$600.00 did you put in
8 for the trouble about the fences?

9 A. Yes sir that \$600.00 for the trouble
10 and for the whole damage? Q. Is

11 the whole of that \$600.00 for the
12 trouble about the fences? The Court

13 — He wants to know how much
14 of the \$600.00 is for this trouble
15 for opening the fences or gates.

16 A. Yes sir. The Court — He wants
17 to know how much of the \$600.00
18 is for that one thing

Q How many dollars of it? A, It is hard
to tell. May be a man go different
times, May be he go one time and
not any more. Q, You cannot tell
how much of that it for that trouble?
A No. Q, You say he may go one
time or more? A Yes Sir. Q, Do you
mean one time a day or more? A Yes
Sir. Q, Do you know much of this
man's farm is across the railroad
from his house? Yes Sir. Q, How
much of his farm is north of the
creek? A He got a forty on the north
side. Q, How much of his land is
north of the branch west creek?
A I guess he got about thirty or thirty
Q, Is that not four poles? A No.
not know; May be five or six. Q,
How he not got about forty acres
of good meadow north of the
west creek? A I know it, Yes Sir.
Q, Hasnt he got to him a creek that
he has across? A He has got a creek that
— runs to the north — a Yes Sir. Q, How
much of his wheat fields are
good fields are north of the branch
road? A I cannot tell. Q, Cultivated ground?
A I guess about 40 or 50 acres. I do
not know, I never measured it. Q, Has
he not got to go across that to
do all the work on that land?

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North of the mill race! A. Yes I
 know of course to you though. I
 could not a furrow have to go across
 it a great many times a day. His
 mind more this time, and his cattle?
 A. That is what I want to say.
 I. You think that what the mill
 race takes for the space it worth about
 \$250, is it? A. Yes Sir. I. How much an
 acre do you calculate it worth? A.
 About \$20, — I own 2 or 3, I. About
 how much an acre? A. I say about
 \$20, — and may be out 20 or 30 may be
 \$25, — I. So you think the land
 is now worth about \$250, — How
 much do you consider that farm
 worth as it is now in its present
 condition, with the mill race across
 it — the whole farm of 400 acres? A.
 May be it is worth about 400 or
 to \$500, — I. Have you had any
 trouble with Mr. Pflieger? No Sir. I
 didn't you know some trouble
 with him a couple of years ago?
 No Sir. I. Didn't he say? A. No Sir
 I have threshed for him the year
 Thaddeus Ritten, was the fellow by the
 Appellment, whom we met before at
 fallowen — but I am not sure by the
 M. H. — I. Where do you reside?
 A. In Chicago. I. How long have

Q. Have you been in this vicinity? A. No, I have
 not. Q. Have you seen Mr. Pflieger
 from across which the proposed
 road runs? A. Yes Sir. Q. Have
 you seen the road as located
 the new road across the land?
 A. Yes Sir. You know how it is sit-
 uated, and how it is constructed
 do you not? Yes Sir. Q. Have you seen
 where the road is and where the
 high ground and the creek. The
 spring and the well pass, as
 it is then upon the land, and the
 new road? A. Yes Sir. Q. Do you
 know the ^{market} value of land in that
 vicinity, and in Carroll County?
 A. I helped to appraise some land,
 Q. Are you acquainted generally
 with the market value of land?
 Yes Sir. I think I know. Q. Will
 the jury if you please what is the
 difference in value of that 400 acres
 that Mr. Pflieger claims to be the
 owner of then including the 160
 acres upon which he lives, and
 the 160 acres north of it and the
 80 acres ~~west~~ ^{east} of it. The difference
 in value on the 240th of June without
 the ^{road} located across it, and
 the ^{road} located across it, and
 what is the amount if any, of the

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increases, in the value of that, or the whole
 farm - (Objected to as calling for a
 conclusion on facts not disclosed)
 Q. What is the difference between
 the value of that farm ~~before~~ its value
 on the 24th day of June this present
 year, and the value with the rail
 road location than as it is located?
 Objected to - Objected to our rec'd - A.
 I am not acquainted with the
 back part of his farm. I have
 been over the place where the rail
 road goes over his meadow. Q. Can
 you state the difference - What is
 the damage? On that place where
 the road runs? Yes Sir - (The Cent)
 Q. The difference of the value of the farm?
 A. I think it is worth about \$75
 Q. You think the farm is damaged
 \$75 by running this road over
 100 feet through that place where
 it does run? A. Yes Sir - Q. You
 saw the land on the north side
 of the road when it is cut off
 and you saw the land on this
 side when the beam is? Yes Sir - Q.
 You fix it \$150 for the land
 taken, and the damage to the
 rest of the farm? A. That is
 what my opinion is - Or see
 the same by Mr. Hester

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Q. Didnt you state you did not know the
 back part of his farm. A. I mean that back
 part where that timber is back of the house
 I have not been over there. Q. The 60 known
 as the poor farm you are not acquainted
 with? A. No Sir. There is a part of the farm
 right north of the railroad. where the two
 tracks commence. Q. Do you mean North
 or South of the railroad? A. Where the
 new branches off - the first part of it is
 on the old right of way. Q. You do not
 know this part of the land north of
 that? A. Not away back north. Q. Do
 you know the land that is South of that
 of the old road? A. About. Q. Do you
 know any part of this land except
 what you saw yesterday? A. That is
 all I know about it. Q. You went out
 there yesterday didnt you? A. Yes Sir.
 Q. Went out there on purpose to see it? A.
 Yes Sir. Q. To go over it to be a witness?
 A. Yes Sir. Q. At the request of whom. A. Col
 Baxter. Q. You went out when where
 the jury went out? A. I went out on the
 same train. Q. And traveled over the road
 at the same time? A. Yes Sir. Q. You
 saw what the jury saw? A. I do not
 know what. Q. Did you go any where
 where the jury did not go? A. I went on
 the upper end where it branched off. Q. You
 went back to the same place? That you got off

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the train at? A. Yes Sir. Q. Any where else?

A. No I looked at things around there. Q.

You state that the damages is \$750.00 to

what part of the land? A. For that land

that is taken there by the railroad. Q. What

else if anything? For the land and for dam-

ages. Q. Did you state that this \$750.00 was

for the land taken and for the damages to

the three fences through which it went?

A. Yes Sir that is what I meant by it.

Q. You did not include the damages to the

other part of the farm if there were any?

A. I didn't look for any damages. Q.

But it is a damage to the three fences that

the branch road runs through? A. Yes

Sir. Q. And not to the damage of the

whole 400 acres. A. I didn't look at the

other land. Q. How much of these \$700 did

you consider as the value of the land that

they take. A. I value the land different

prices - some worth more and some less.

Q. The whole value of the land that they

take? A. I think about 250 dollars by

opinion. Q. And the other 500 dollars

you consider as the damage to the three

fences that they cut? A. Objected to as lead-

ing. Objection overruled. Exception by

appellant. A. For that \$500.00 I allowed

him for the trouble he got afterwards. Q.

You said the damage to the three fences

So that what you mean? the damage to the

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1 careful when he goes across a railroad.
2 Q. Did you notice whether there was any
3 cattle road leading from his building to
4 his west so called along the edge of the
5 marsh next to the railroad? A. I did
6 not. Q. You did not consider any dam-
7 ages for the loss of such a road or such
8 a strip? A. A cattle road on the 100 feet?
9 Q. No - a cattle road between the marsh
10 and the old rail fence road - I mean
11 being deprived of it? A. I did not notice
12 any. Q. So you did not include any-
13 thing for the loss such a road in your es-
14 timate of damages. A. I had not seen
15 any so I could not include it. Q. did
16 you notice his meadows? Yes Sir, Q.
17 Did you in your estimate of damages
18 consider that the meadow was dam-
19 aged any? A. What they take off, what is
20 left I think they benefit it by draining it
21 it is damaged for what they take away
22 Q. Instead of being damaged it is being
23 benefited. A. That is in my opinion. Q. did
24 you go over his meadow? A. I went
25 over one side of it and found it was
26 pretty marshy. Q. Did you notice
27 how that meadow was situated in
28 reference to the surrounding land -
29 the higher land? A. I suppose it drains
30 into the creek. Q. Did you notice it? A.
31 No I did not. Q. did you notice that the

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 land was sunched by the surrounding
 lands being — sunched by the waters
 of the surrounding lands flowing over
 it in certain seasons of the year? Q.
 I have not been there when the waters
 were flowing over it, Q. So you did
 not notice it? A. No Sir. Q. and you
 did notice that the railroad deprived it
 of that benefit, A. The railroad could
 not take it on the north side, Q. You
 say you think the meadow was benefited
 by the drainage? A. For cutting these det-
 aches on both sides of the road. I look to
 me that that meadow was pretty wet,
 Q. Did you know that Mr. Plegger had
 built a drain right along where they
 had made the embankment because
 they had covered up the one that he
 had dug? A. I didn't notice that. Re-
 direct Examination By (Mr. W. H. Fair)
 Q. Did you notice that the murre that
 had washed in there had improved that
 wet low marsh much? A. I have not
 noticed any improvement in that it
 is pretty wet, Q. Didn't you walk down
 from where the ^{roads} ~~roads~~ come together —
 the new and the old on the old track
 all where the wagon road leads
 up to the log house. Didn't you walk down
 on the track all the way along with Mr. Van-
 derwater and myself? A. I walked

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along a piece of the road and then in-
to the marsh. Q. Right along where the
cattle track was? A. Yes Sir. Q. Did
you discover any cattle path there? A.
I didn't see any cattle path in that marsh
and we walked clear across it. Q. We
went clear down didn't we? A. Yes Sir.

A. B. Rogers.

Called by Applicant worn testified as
follows

Direct Examination.

By Mr. McMan

Q. You are by profession a civil engi-
ner? A. I am Sir. Q. And have had charge
of the locating of this proposed road
here? A. Yes Sir. Q. You state what
if anything transpired between you
Mr. Pflieger in regard to your putting
in or omitting to put in a cattle pass
where the cattle had been in the habit of
going to get to the woods pasture on the
north of this proposed road? Objected
to as immaterial. Q. And you have put a
cattle pass under the road just where
this place he speaks of was? A. Yes Sir.
Q. Did not Mr. Pflieger say that he would
rather have a ¹⁰⁰ ft and have that left out
instead your putting it in. Objected to as
immaterial. Objection overruled. Ex. 1-

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1 ion by respondent, A. Mr Pflieger
2 did not tell me that he would rather
3 have that 100⁰⁰, but he told me that I
4 might do as I pleased there — put
5 in the cattle pens or pay him the 100⁰⁰
6 in here to him. Q Afterwards you decided
7 to pay the 100⁰⁰ but have not done so,
8 A. No we have not been able for it yet.
9 Q You are also the same engineer and
10 agent who located the old Haurbings
11 road through that Country? A. I was
12 Chief Engineer at the time it was lo-
13 cated. Q And arranged the right of way
14 A. Yes Sir. Q You are familiar with
15 and the prices paid along on this new
16 line? A. Yes Sir, Q Are you familiar
17 with the prices of farms in that locality
18 and around there and this side of there?
19 A. Nothing more than by hearing. The
20 Court, — The question is whether you
21 are acquainted with the values of farms
22 as they are held in the market consid-
23 ed worth? A. Only in that way, I know
24 of what they talked of as a value out there.
25 I do not think that value would differ
26 from mine, It is only an impression that
27 I ^{have} got from hearing people talk about it.
28 Q And you have also heard what they
29 sold for? A. Yes Sir what they said
30 they were sold for. Q From your
31 general knowledge of the value of land
32 in that locality what would you say

101 the damage to this farm from the location of this Railroad was?

4 Objected to as no foundation laid, incompetent immaterial & asking for a conclusion for the facts that are not stated. A. It is hearsay in regard to the prices for which those lands are held.

The Court 10 Are you acquainted with the value of land around there as it is held in the market. Do you know anything about it? A. I know only what people say these lands are worth. I never went to a man and said I will give you so much for it and he and he accepted it.

Court 18 You know what people hold their lands at. A. In some places out there

Court 20 Are you acquainted with the general market value independent of the price they ask for Railroad purposes? A. Only in those ways. I told you I have heard the value that certain people place upon their lands out there in certain cases.

Court 27 That is all you know about it A. I do not know that I have had any other means of knowing. If I had asked a man what he would take for his place or offered him for it I would have better means of telling it. Q.

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2 Don't you know what that farm
3 sold for where the big house and the
4 big barn is? Objected to. Q. Don't you
5 know what the man adjoining this ask-
6 ed? Objected to. Q. Don't you know the
7 price of several farms up there. Objected
8 to.

Court The question is whether you have any
9 general knowledge of the market value
10 of lands there so that you feel competent
11 to be able to express an opinion as to whether
12 a man asked too much or too little for a farm
13 if he was offering for sale. A. I should
14 think in that case I have a knowledge
15 of the value of. What is your opinion
16 is the ~~value~~ of difference in the value of
17 that land with or without that cut off?
18 Is it less valuable or more valuable, A.
19 I should think it less valuable, since
20 the road is built there Q. How much
21 less? To the amount of 500⁰⁰ Not to re-
22 cepted that

Cross Examination.

By Mr. Tinsd.

23 Q. Do you think it is not as much
24 as that, A. I swear that I don't think
25 that the damage exceeds that, Q. Do you
26 think it as much as 200⁰⁰ 500⁰⁰ A. I
27 think 500⁰⁰ is liberal for it, Q. It may
28 be too liberal - Do you think 500⁰⁰
29 too much? A. I think it would be a fair

deal D. Neither too much nor too little?
 A. Not a great many out of the way.
 Q. Do you estimate for that \$500⁰⁰ any
 part of it for the land actually taken, do
 you include in your \$500⁰⁰ any ~~part~~
 thing for the value of the land that is
 actually taken? A. I certainly should
 Q. How much. A. Not half of it, I would
 not reckon that land worth \$30⁰⁰ an
 acre the average of it. — Mr M^r Hairs — have
 you made search repeatedly for this cattle
 road that runs up there. A. Too alleged
 one yr Sir, Mr M^r Hairs — Is there
 any cattle path there. A. I have never seen
 any indication of one. Q. There was
 some dry ground there? A. Yes Sir
 there was ground that was harder
 than the marsh, along the edge,
 part of which was on the Company's
 old right of way.

John Pflager.

The respondent recalled testified as
 follows.

Direct Examination

By Mr Hinds.

Q Did you hear Mr Rogers's tes-
 timony about that cattle pass? A.
 backed & as gone over. Q. Did you hear
 what Mr Rogers said a while ago?
 A. Yes Sir. Q. Did you hear what Mr
 Rogers told the jury that you said?

Q. Yes Sir. Q. Did you say it, did
you tell Mr Rogers so? A. No Sir
Q. What did you tell him? A. I told
Rogers if you cannot
put this cattle crossing with this point
on the West end of the high ground
that you give me a \$100 more just
for this crossing then whatever
the damage is — That is what I
told him and we didnt agree on
this, and so I left and he left

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and this was the end of it. Q. You may state what was said between you and him - what you said to the Excemner there about that ditch?

A. What I will claim at the present time now for the undercrossing or which? Q. No about the ditch under the Railroad on the meadow - is it correct? A. I did not talk not a single word to Mr Rogers. Q. Who did you talk with?

A. I talked with Vanderwater.

Q. What was said between you and him? A. I said to him now Vanderwater you know it we got water overflowing this place, this part of this meadow west on the road there. And there we had a drain ditch to let the water when it comes to much so that it can get into the creek, and I dont want to have this part overflowed on account of your Rail road. Then the very least you got to do you must dig me a ditch clear into the creek so it takes the water out of that cut over foot below the grass and so he promised me. And they commenced on it and have not finished yet, Q. Do they run the Rail road over that ditch? A. Yes sir. Q. And sloped that up? A. Yes sir. Q. And

this ditch they were to dig was in the place of that? A. Yes sir. Cross Examination by Mr Mc. Hair. Q. Then these new ditches that they dig do not damages any more than the old ditch? A. Certainly. It carries the water South westerly instead of North westerly. Q. If your old ditch was under the road bed and these new ditches are paralleled to it and within a few feet of it and they don't carry it in the same direction. Was your old ditch that you say we filled up by the road bed under the road bed? A. Yes sir. Q. And running the same way that the road bed does? A. No sir. It crosses it not exactly by square across. Q. And they put these ditches in at your request at the place of the old one? A. To let the water into the creek so it don't overflow and don't condemn entirely the East side of my meadow. Q. And you say you told him you wanted them a foot below the grass? A. Yes sir. Q. You told Mr Rogers that if he didn't put in the cattle crossing to the woods pasture, that for that not being put in alone he must give you a \$100⁰⁰? A. Besides the other damages. Q. For that alone he must give you a \$100⁰⁰. A. Yes sir.

Q. Is not that what he said when
he was on the stand when he said if
he didnt put in that Cattle cross-
sing - that in leaving of that he must
give you a \$100⁰⁰.? is not that just
what Mr Rogers said? A. I told
him so. Evidence Closed.

18 The Court - Gentlemen of the jury this is a
proceeding which comes here by way of appeal
from the report of the commissioners ap-
pointed by this Court to assess the da-
mages to the different land owners re-
sulting from the taking of a strip of
land necessary for that purpose and
the construction and operation of the
railway of this company, the
the Hastings and Dakota Railway
Company, for the purposes of this
railway. The appeal is taken by the
Railway Company, and in this pro-
ceeding here upon this appeal only the
damages affecting the land or farm
of the respondent, John Pfleger, is invol-
ved. It is tried here so far as the da-
mages are concerned in the same
manner as if the matter had been
originally submitted to you, and you
are to decide upon the amount of
damages that the respondent, Mr
Pfleger, is intitled to, as if it had been
originally submitted to you and with-
out regard to any action of the Com-
missioners upon that subject. In other
words, you will not be in any man-
ner affected, or influenced, by the
determination or decision of the com-
missioners as to the amount of damages,
and you are to act upon that wholly
and exclusively from the evidence offered

109 before you here. This company, the
Haisting and Dakota Railway Company,
appear here in Court as seeking in the
first place - demanding or attempting
to exercise the right of taking private
property for what is recognized as a
public use, for that purpose by the
settled adjudication of the court.
This State has the power to take
private property for public use from
any individual owner of the same.
The only condition being, when that
fact is established that it is for public
use, is that the state shall compensate
the individual owner therefore justly.
Now, the state through its legislation
has delegated to the Haisting and
Dakota Railway Company the right
of exercising this power, which is recog-
nized as the right of eminent domain.
The law recognizes a rail road as
being in its nature public and the
corporation acting under authority
granted to them by the state as
being public corporations, and the
purposes of a railway company a public
one, so far as to allow them in that
capacity to come in and claim to take
it and by proceeding according to the
manner provided by the legislature
to take private property for their use as
a public use. The constitution guarantees

to every man owning property here a right
to take and hold and enjoy the same
and protect him against its being
taken from him for a public use
except he receives a just compensation
therefore. The law provides that a
railway company if they desire to
build a road according to their
charter to apply to a Court to have
three disinterested persons appointed
commissioners. Notice is to be given to
the land owners, and those parties
may appear before the Court, and
both parties can be heard (The rail-
way company and the land owners)
as to who should be appointed
commissioners for that purpose.
Such proceedings were had and an
award was made by those commis-
sioners appointed in that way, and
that award being satisfactory an appeal
was taken to this Court, and the
matter is now submitted to you as
if it had been originally commenced
here. The whole question, and the only
question for you to pass upon here
is, what is a just compensation to
Mr. Pagar for the taking of the land
for this branch line of road over his
farm and across and through it as
it has been described to you by the
evidence and as you have seen it

Mr

111 for the purposes of a rail road, so that
the Company after taking it from him
and having it awarded to them will
have the right to operate and maintain
a rail road there. to operate their cars
upon it and to use the same for all
the purposes of a ~~road~~ rail road for
all coming time if they see fit at least
as long as they keep it for that purpose.
The only question here that it is neces-
sary after having made this explanation
for me to refer to at all is as to the
rule you are to be guided by in deliv-
ering what these damages shall be.
Now the Rail road Company having
the right to take this — the same
right that the state would have to
take it for any other public purpose,
as I before remarked — is required to
pay to him what is a just compen-
sation, of course, to be just must be
so as to the amount awarded to him
being sufficient to compensate him
for his land but must be also just
to the Rail road Company and not
being excessive. As you have heard the
remark during the course of trial,
the true rule briefly stated in a
case of this kind, is the difference
in the market value of the land
immediately, before the taking and
appropriation of it by the Rail road

11/2
Company and the railroad built upon
it and operation - take into conside-
ration all the uses that it is subject
to as a rail road. In determining this
matter, of course, the proper rule you
will see at once will not allow you
to allow to any person damages for
instance that he himself might think
he would sustain. It may be true
that one man occupying that land
might think it would be a greater
damage than another. But the
law can not in such a case - is
unable, if you please, to fix a better
rule and a more just one than that
the party should be reimbursed for
the depreciation in the actual value
of his farm. Now, to perhaps present it
a little more clearer to you. in carrying
out that rule you ask yourself this
question, what could John Plegar
have sold this farm for at a reasonable
sale - not at a forced sale, but what
could he have sold it for on the 24th
of June last without the rail road
upon it, assuring that there was some
person there that was willing to buy
it and pay what was a fair market
value for it. You have seen the
farm and you have heard the tes-
timony with reference to what it
was worth without the railroad.

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Ask yourselves the question what would you or any other reasonable man - or prudent man give for that farm if you wanted to buy it and Mr O'Flegar was willing to sell it on the 24th of June without the railroad. What would be - in other words, a reasonable and fair price for it, he being willing to sell and you willing to buy. There the next question presented for your consideration is, what would you or any other reasonable man be willing to pay.

H 9
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Mr. Gleyer for this farm provided you or such a person wanted to buy it and he was willing to sell. Having all the time in that case and on the other regard, of course, to the market value of the land surrounding, and with the Railroad upon it, and subject to all the burdens and inconveniences which the railroad in the reasonable exercise of their authority and necessities of the road imposed upon it? What would you be willing to give under such circumstances? The difference then between what the farm was worth without the Railroad at that time and what it was worth with the Railroad and with the right of the Railroad Company to operate and maintain it as it has been suggested and admitted here would be the amount that the man would be entitled to as a just and reasonable compensation for the taking of the land.

In determining the question as to what any prudent or reasonable man would be willing to pay for that farm after the Railroad was built upon it for the purpose of ascertaining the difference between what was the value of the farm before it was so taken - In fact it is your duty to take into consideration all the differences, all the changes, that the taking and constructing of this Railroad makes upon the farm - All the burdens or rather all the inconveniences that it imposes upon the land owner additionally to any such that might have existed before the Railroad was built there - Now in estimating those damages you have no right to include for instance any prospective losses by reason of fire. In other words you have no right to imagine that a house is going to be burned and allow

115 anything for that; but you have a right to consider
the danger of fire as influencing if it does the
market value of the property or the desirability of it
and to what extent if any it would influence
the market value by influencing the mind
of the purchaser and preventing him from
giving as much for it as he would if that
danger did not exist. You have a right to take
into consideration in considering this matter
all inconveniences and to what extent a
farmer would be required in the reasonable
or rather the ordinary use of that farm or how
often he was compelled to cross from one side of
his land to the other in cultivating and using it
and he would be likely to do; and to what extent
it would be an inconvenience to him to be
compelled to cross it and what of any
inconvenience it makes or imposes upon
it by reason of any change it may make in
the shape of it, or in the necessity or manner of placing
it or in the cultivation of it. All those matters you
have a right to take into consideration and you are
better able to judge from the testimony of farmers
than Counsel or myself could suggest. The whole
point about it is, in a word, to look over the
land, consider all the testimony you have heard and
you take into consideration anything and everything
which has been shown by the testimony, not what
arises in your own imagination - to be facts and
matters connected with it by reason of the building of this
road that you consider as operating and affecting
a reasonable man's mind and influencing him against

779 purchasing it to the extent in that way of affecting
116 the market value. Of course it is impossible for
witnesses to come here and tell you what the market
value of this farm is with the Railroad on it, because
its market value is not yet established. Neither the
Railroad nor the landowner can be required to wait for
the settlement of this matter until it had a fixed market
value on it. Therefore they come here with their witnesses
and each gives in his opinion what the farm was worth
with the Railroad upon it, and he gives you the reasons
upon which he bases that opinion, and the other side does
the same thing, and there is a conflict of testimony as to the
amount and it is for you to judge what the amount should
be. It really ought not to be necessary to give you
any instruction as to what you have to consider. What
facts you have to consider in determining the market
value because you have a right to consider all of the
evidence that has been allowed to go to you. To what either
side thought was not proper to be submitted to the jury
was objected to and if the Court thought it was not proper
the objection was sustained and it was not allowed to
go to you and therefore in determining this matter of
the amount that the land owner is entitled to receive
you have a right to take into consideration all the
evidence that has been submitted to you in the case
and to determine from that the amount.
It is a matter about which there need be very little
dispute. There is no intricate proposition of law
involved in it and it all resolves itself down to
what was the fair market value of this land before the
Railroad was placed over it and what is a fair market
value with the Railroad on it as it is now located.

1117 And the company having a right to operate their
trains upon it and to such an extent as they
deem necessary in the operation of the road.

1st The first request I am asked to give you is
"That annoyance from passing trains and the
frightening of horses and endangering the lives of cattle
and other live stock are consequential damages for
which no compensation can be made." That is a distinct
proposition of law is true, but in so far as those things
may affect the farm or rather may be considered by you
as operating upon a man's mind to injure the sale
of the farm and if you should conclude that
anything of that nature would affect its market
value by lessening its desirability in the market
why you have a right to consider it for that purpose
and for that alone: but you cannot allow any
damages - You cannot sit down and say "So
much for frightening horses" or "So much for
endangering the lives of live stock" Nothing of
that kind but you have a right to consider whether
by reason of the road being built across there there would be any
such annoyance existing would affect the market value of the
farm - the depreciation, if any, and how much. You have
a right to consider any and every change that the building of the
road makes - not only makes but affects the farm in its use as
a farm for the purpose of determining the matter of inconvenience
or the depreciation in its value. If such annoyances
as are mentioned in this request would not in your
opinion affect the sale of this farm

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its desirability. A man might be
willing to pay just as much for the
farm with the road erected than for
the value of the land before as they
would before; Why? Of course it is only
to be considered in that way, and
only you have a right to consider
the inconvenience that are imposed.
2^d — Second, "No Compensation Can be
Allowed for Damages to persons
or things, that is to say. No compensation
can be allowed for deranging the
3^d — flow of surface water". If the con-
struction of any permanent embank-
ment interferes with the flow of
surface water in such a manner
as to depreciate the value of the farm
in any way you have a right
to take it in consideration, but it
must be only such change as is
made by reason of the construction
of the railroad. Now I must be
satisfied that you can not be
allowed damages for any flow
of water that would be caused
had that railroad not been there.
Now I must be satisfied that the
derangement of the ^{land & surface} water apart from
and damage and depreciation of the
value of the farm and interference with
its use and enjoyment to the injury

see p 19

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of the land owner, Othman deriving
 of the water makes the damage less
 and would not be a matter subject
 to consideration, and in the same
 way that Council request me to say
 that no compensation can be allowed
 for damage to persons or teams -
 That is true. It is a subject that can
 not be computed, But you have
 a right to consider or not a party
 has to subject himself to any in-
 convenience or additional trouble
 and care against damage for
 himself and team, as one of the
 inconveniences which the construction
 of this road imposes upon the land
 owner and upon the person in the
 full use and enjoyment of the same.
 You cannot wonder often to the
 value of space for anything of that
 kind, and you are not to go
 off and imagine a great many
 things, that might not occur, But
 you are to determine from the facts
 many itself, given by the witnesses
 what are the inconveniences that have
 been imposed, One speaks about
 continual danger to himself and
 teams, Now it is for you to
 take a reasonable view of these
 things and determine in your

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2 Now mind, what would be a reason-
3 able compensation for a Man
4 being compelled to guard against
5 any accident that might ^{result} ~~occur~~
6 Of course you will understand
7 that if the rail road company
8 in the operation of its train, along
9 and across the right of way, kill
10 any of this man's stock carelessly
11 and by their fault, they would
12 have to pay him for them, the
13 taking of the right of way would
14 not give this company the right
15 to kill cattle, and if the company
16 should leave property belonging
17 to this man, without standing the
18 responsibility the right of way
19 the company would have to pay
20 him for that, if the company, in
21 the operation of its train, should
22 negligently kill the land owner
23 or his family, they would have
24 to respond in damages for that,
25 consequently you can not take away
26 that - that would make no sense
27 but in the matter of the use of
28 the farm, what additional burden
29 would this incurrence or carrying
30 ^{of any} burden upon a reasonable man
31 and to what extent would a reasonable
32 man be compelled to guard against

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them and he on the back seat
 and so forth. Are the Elements
 of me have a right to consider.
 The Cause for the Appellant excepted
 to so much of the Charge of the
 Court, as qualifies or relates to the
 first request. Also to so much
 of the Charge of the Court as relates
 to the third request, and qualifies
 it, and also to so much of the
 Charge of the Court as regards
 the second request.

The Court continuing. This form of
 verdict you will take and
 determine upon the amount of dam-
 ages, and assess it in this and
 sign it by your foreman, I was
 going to suggest that you might
 proceed and act intelligently in
 the matter, or at least expeditiously, that
 you take a note without any
 discussion at all, and without
 the expression of any opinion at
 all. I have found by experience that
 jurors, when they return a verdict
 when they return to stand right in, and
 such would engage in a discussion
 and he is some times if he has
 done that, a little reluctant to yield.
 Mr. Mann ought not to be despised
 when he steps into the jury room

122-
He put his foot down and stubbornly
made up his mind what his verdict
will be. But compare now, what is
the only object of having twelve men
on the jury. Otherwise one would be
enough. And you take a oath
as to what you think the depreciation
of the premises. That would
give you an idea of about how
you stand. It might be well
enough to take two or three
Some men begin talking about
having made up their minds.
And if you are well apart
then you sit down and discuss
the matter and determine what
should be the difference in the
value of the farm.

The jury then retired and after an
deliberation returned a verdict for the
respondent assessing his damages
at the sum of fourteen hundred dollars.
The foregoing case contains all
the evidence given upon the trial
of the above entitled action, and
a full statement of all of the pro-
ceedings had therein.

The foregoing having been found to
be conformable to the truth is hereby
allowed and signed as the settled
case in said action.

January 17th 1881.

J. L. Macdonald
Judge 8th Dist

(Note.)

The foregoing case was presented to me for allowance and signature Dec. 11th 1880, and thereupon respondents counsel objected as stated in the stipulation ^{herein} made by counsel and dated that day. These objections are overruled for the following reasons:

1. It being endorsed "Proposed Case" and signed by appellants counsel was in my opinion ~~sufficient~~ ^{sufficiently} notice as to the character of the paper served and the purpose for which it was served. The stipulation made as to amendments, when it was served (Nov. 20th 1880) shows that it was received and retained as the "proposed case."

2. The proposed case was served Nov. 20th 1880; the order allowing appellant thirty days was made Oct. 21st 1880. The proposed case was therefore served within the thirty days.

3. As to the 3^d objection it is only necessary to notice that by the stipulation of Nov. 20th 1880, Respondents counsel had until Dec. 7th 1880 to propose amendment to the proposed case. As appellant could not move ^{for settlement and signature} until that date, and did, as already stated, on Dec. 11th 1880, it is certainly within time.

J. L. MacDonald
Judge -

District Court
Clerk's Office

The Milwaukee
Butt St. Paul, & Academy
Company, Appellant

John P. Hoyer, Resp-
dendent

Proposed Case

Filed January 14th 1881,
G. W. H. H. H. H. H.
H. H. H. H. H.

J. L. Barton
Atty for Appellant

State of Minnesota District Court
County of Carver Eighth District

Julius Pfluger Respondent
against
The Hastings and Dakota
Railway Company Appellant

To S. Krugmuhl Esq
Clerk District Court

Pay to the above
named Julius Pfluger the amount in
the above entitled matter above
receipt of said Pfluger or his Atty
Dated July 4th 1882

L L Dayton
Attorney for the Hastings
& Dakota Railway Company
Appellant

State of Minnesota
District Court
County of Carver

In the Matter of the Appeal of
John Pflieger
vs

The Hastings & Dakota
Railway Company,

Order to pay Awarded

Given, February 14th 1882
G. Maynahl
Clerk

No.

State of Minnesota,
County of baton

DISTRICT COURT,

Judicial District.

John P. Flanagan Plaintiff
against
The Hastings & Dakota Railway Co. Defendant
Appt

You will please take notice, that the Hastings & Dakota Railway Co
Appellant
appeals to the Supreme Court of the State of Minnesota, from the
Order of this Court in this action, made on the
24th day of March 1881, denying appellant
motion to set aside the verdict rendered herein
and for a new trial of said cause.

Dated March 24 1881
L. S. Baxter & Southworth

Attorneys for Appellant

To Hon. Henry Hinds

Attorney for Respondent

and L. H. Krayentuhl Esq

Clerk of the District Court.

DISTRICT COURT,

County of

Scott

John Pflug
Plaintiff

against

The Hartung & Co. Ry Co
Defendant

NOTICE OF APPEAL TO SUPREME COURT.

In service of within notice
by copy is admitted this
day of March 1881

Henry Harico

Att for Pflug

S. B. Bate & Son
Attorney for

Filed March 1881
W. H. H. H. H. H.

W. H. H. H. H. H.

State of Minnesota
County of Carver
District Court
for Judicial District,

The Hastings and Dakota
Railway Company, Appellant
vs
John Pfleger, Respondent.
Oct 21, 1880.

At the Entry of the Verdict
in the above entitled action the Counsel for Appellant
W. H. Baxter gave notice of Motion for a new trial and
asked the Court for a Stay of proceedings for 30 days -
Whereupon the Court ordered a Stay of proceedings
in the case of Respondent for 30 days - to enable
Appellant to make and file a case for a new trial
in said action.

State of Minnesota
County of Carver
I Gustave Krazenbuhl, Clerk of
said Eighth Judicial District County
of Carver State of Minnesota, do hereby certify that the foregoing
is a true copy of the order of Court in the above entitled
action entered in the minutes of this Court, that I have
compared the said copy with the original entry and that
the same is a true transcript therefrom.

Witness my hand and seal of said Court, at Charles
Lake County, this 15th day of December A.D. 1880.

G. Krazenbuhl
Clerk.

State of Minnesota
District Court
County of Kanab,

The Hastings and Dakota
Railway Company, Appellants

vs
John Pfeiffer, Resp't,

certified copy of the order of
Court for stay of proceedings,

Filed Jan 19th and 1881

E. W. Vandenbuhl
clerk

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State of Minnesota } District Court
County of Carver } Eight Judicial District.

John Rfluger } Resp

vs

The Hastings & Dakota Railway Co. App
County of Scott vs.

E. Southworth being duly sworn says that he is one of the attorneys for said Appellant in said cause; that said Appellant has made and served upon Hon. Henry Stinde, attorney for said Respondent herein, a notice of motion to vacate the verdict herein and for a new trial, which motion is to be heard on the 7th day of March 1881, and that appellant will make said motion at said time; that said Respondent has served upon Hon. S. L. Baxter, one of appellants attorneys herein, notice of taxation of costs, and, as deponent is informed and believes, proposes to immediately enter judgment and issue execution herein.

Wherefore deponent in behalf of appellant, prays that all proceedings herein, on the part of respondent be stayed until the hearing and determination of said motion for new trial, not exceeding twenty days.

That no previous application for the aforesaid order has been made.

Subscribed & sworn to before me }
the 23rd day of February 1881 } E. Southworth
No. K. Harriman }
Clerk District Court
Scott County, Minn.

State of Minnesota
Dist. Court: 8th Dist.
County of Scott

John Teller

The Hunting & Sports Pig Co

Alb. T. Oden Staying Proceeding

derived 2/25/81

Filed March 25, 1884,
City of New York.

Gifts by subscription

Adm.

L. E. Baxter & E. Southworth

Setg for apt

Upon reading and filing the foregoing affidavit and upon application of appellant, it is

Ordered that all proceedings upon the part of said John Pfluger Respondent herein, be stayed until the hearing and determination of the motion for new trial therein referred to, not exceeding twenty days.

February 25th 1881.

J. L. McDonald
Judge 84

State of Minnesota
Dist. Court 8th Dist.
County of Carver
John P. Fleeper Respt.
vs.
The Hastings & Dakota
Railway Co. Appt.

This cause came on to be heard before me at the Court House in Henderson in Sibley Co. in said State, on the 7th day of March A.D. 1881, upon appellant's motion to set ~~aside~~ aside the verdict rendered herein, and for a new trial of said cause. After hearing E. Southworth Esq. of counsel for appellant in support of same, and Henry Hinds Esq. for respondent, in opposition thereto, it is Ordered, that said motion be and the same is hereby denied, with ten dollars costs of motion to respondent.

Mar. 24, 1881
J. B. Macdonald
Judge 8th Dist.

State of Minnesota
District Court
County of Carver,

John Pflieger, Resp't

The Hastings and Dakota
Railway Company App't,

Vendor of the Court
denying motion for new trial.

Filed March 25th 1881,
G. W. Grayenbucht
clerk,

240

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

John Pfeiffer Resp't

The Hastings & Dakota Railway Co. App't

Take notice that the above named appellant
the Hastings & Dakota Railway Company will move
said Court ^{at the general term thereof in and for Sibley County} before ~~Sham J. Macdonald, Judge thereof~~
^{the court going} at ~~his chambers~~ ^{Borough of Sibley} in the ~~city of Sibley~~ ^{Sibley} in said district, on the 7th day
of March 1881, ^{at 10 o'clock in the forenoon or as soon thereafter as counsel can} for an order vacating ~~the~~
verdict in said cause and ^{granting} for a new trial
thereof, and for such other and further relief
in the premises as may be just, for the following
grounds, to-wit:

- First Excessive damages, appearing to have been
given under the influence of passion or prejudice.
Second That the verdict is not justified by the evidence
and is contrary to law.
Third Errors in law, occurring at the trial, and
excepted to by the said appellant.

Said motion will be made upon the statement of
the case and other files in said cause.
Sharon Feb. 20, 1881
By Hon. Henry Hinds } S. L. Baxter & E. Southworth
Att'y for Resp't } Att'y for App't

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

John Pfeiffer
vs
The Hastings & Dakota Ry Co

Motion of Motion for New Trial

TMA

Served Feb. 23, 1881 by delivering to
H. H. Jones office of Henry Hinds

Filed March 23rd 1881
G. H. Hays
Clerk

S. S. Baate & E. B. Smith
Attys for H. H. H.
Chaska Chaska

The Appellant requests the Court to instruct the jury,

1st That annoyance caused by passing trains; the frightening & endangering the lives of cattle, or other live stock, are compensated for which no compensation can be made,

2^d No compensation can be allowed for danger to persons or teams,

3^d No compensation can be allowed for diverting the flow of surface water.

State of Minnesota
District Court
County of Ramsey,

The Hastings & Dakota
Railway Company Appt
by
John P. Pleyer, Esq.

Requests of Appt,

Filed October 20th 1886,
C. Braunbuhl
Clerk

True

The Mattingly & Wadsworth
Railway Company, Sept 7 October 19th 1880
John Pflieger. Rpt

Peter Bartley

Edwin Aldritt

William Bernhardt

Francis A. Lisle

~~Henry Engler~~ Excepted by R.R.

Henry Snicker

Charles Stender

George Klein

John Engler

John Wards

~~Joseph Smith~~

Joseph Burkhart

~~Geo. H. H. H.~~

Charles E. Hancock

Henry Komoritz

State of Minnesota
District Court
County of Carver,

John Pfleger Resp
vs
The Hastings & Washburn
Railway Company, Appt.

Jury List.

Filed October 20th 1880
G. Graymiller
Clerk,

140

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

John Pfeuger Respondent

vs

The Hastings & Dakota Railway Co. Appellant

Whereas the above named Hastings & Dakota Railway Company Appellant, appeals to the Supreme Court of said State of Minnesota from all that certain order made in said Court on the 21st day of March 1881 ~~denying~~ denying appellants motion for an order vacating the verdict in said case and granting a new trial thereof

Now therefore I David S. Howe of the City of Shakopee in said State do hereby undertake promise and agree to and with said John Pfeuger Respondent, that said Appellant the Hastings & Dakota Railway Company will pay the costs of said appeal and the damages sustained by said respondent in consequence thereof, if said order or any part thereof is affirmed or said appeal dismissed, and abide and satisfy the judgment or order which the appellate court may give therein, not exceeding the sum of Twenty-eight

hundred dollars
dated March 24, 1881 David L. How

State of Minnesota }
County of Scott }^{ss} David L. How
being first duly sworn says that he is a resident
freeholder of said state and is worth five
thousand six hundred dollars above
his debts and liabilities and value
of his property which is exempt from
execution

Subscribed and sworn to } David L. How
before me this 24th day of March 1881 }
E. Southworth
Notary Public Scott Co. Minn.

County of Scott ss. Be it known that on the 24th
day of March 1881 personally appeared before me,
David L. How to me known to be
the person named in and who executed
the foregoing undertaking and acknowledged
the same to be his free act and deed.

E. Southworth
Notary Public Scott Co.
Minn.

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

John Pfeiffer Reft

vs

The Hastings & Dakota Ry Co
Appl

Undertaking on Appeal

The within undertaking
being in the sum and with
surety as directed by me
is hereby approved
March 24. 1881

J. L. MacDonald
Judge 8th Dist.

Filed March 25th 1881
G. Wrayenbuhl Clerk.
= 240 =

Served a copy on H. Hinds
3/24/81 S. L. —

State of Minnesota, } ss.

COUNTY OF *Carver*

DISTRICT COURT,

8th

JUDICIAL DISTRICT.

In the matter of the petition and application of the

Hastings and Dakota

Railway

Company to condemn certain real property in the County of

Carver

and State of Minnesota, filed in the said court on the

24th

day of

May

A. D. 1880.

John Pflieger and The Board of
County Commissioners of the
County of Carver

Claimant and Respondent,

vs.

The Hastings and Dakota
Railway Company

Petitioner and Appellant.

To

John Pflieger and
The County of Carver

You and each of you are hereby notified that the above named petitioner, the

Hastings and Dakota

Railway

Company appeals to the District Court in and for the County of

Carver

Judicial District, State of Minnesota, from that part or portion of the award ^{and report} of the

Commissioners, made and filed in the above entitled matter, on the

24

day of

June

A. D. 1880, which awards to

John Pflieger

as owner, subject

to the liens of

The County of Carver

as incumbrancers, the sum of *twelve hundred and sixty three* Dollars ^{as the} compensation for damages and injury to the *North East quarter of the South East quarter and the South East quarter and the East quarter of*

eight in Township one hundred and fifteen Range
twenty four

by reason of the taking of land necessary and required to be taken for the use and tracks of said Railway Company for the following reasons, and upon the following grounds, viz:

1st, *That the said company deem the said award and*
report unjust and excessive and the amount of the
compensation to be paid to the above named
claimant more than the damage or injury
to the said property

2nd, *That said commissioners did not allow in*
reduction of the damages sustained by the above
named claimant the benefit accruing to said
claimant by the construction of said road

Dated this

24

day of

June

A. D., 1880.

L. L. Bayton

Attorneys for Appellant.

Upon reading the award in the within entitled matter and the within notice of appeal and accompanying affidavit, ordered that the appellant deposit in this Court the sum of *twelve hundred and sixty three* Dollars, the amount awarded to the within named respondent, to abide the result of the appeal and the further order of the Court thereon; also that appellant give bond on appeal, as provided by statute, the penalty of which is hereby fixed at *Thirteen hundred* Dollars, and that upon such deposit and the giving of such bond, all proceedings by the respondent upon the award, except to appeal therefrom, be stayed for twenty days.

Dated June *24* 1880.

J. L. Macdonald
Judge.

DISTRICT COURT.

Leaver County.

In the matter of the petition of the *Hastings and Dakota*

Leaver Company, filed in said Court on the *24*

day of *May* A. D., 1880.

John Pflieger et al.

versus

The Hastings and Dakota Railway Company

NOTICE OF APPEAL.

Filed, June 24th 1880,
Eschreyenbuhl Clerk

263

State of Minnesota, } DISTRICT COURT,
COUNTY OF *Carr* } ss. *Eighth* Judicial District.

In the matter of the petition and application of the
Hastings and Dakota Railway Company, to condemn certain
real property in the County of . . *Carr* and State of Minnesota, filed in said court
on the . *24th* day of . *May* A. D. 188*0*

John Pfluger and the Board of County
Commissioners of the County of Carr
Claimants and Respondents
versus

The Hastings and Dakota
Railway Company
Petitioner and Appellant.

STATE OF MINNESOTA, }
County of Hennepin. } ss.

Frederick E. DuBois
being duly sworn, says that at . *Dahlgren* in the County of . *Carr*
in the State of Minnesota, on the . *29th* day of . *June* A. D. 188*0*,
he personally served a true copy of the notice of the appeal in the above entitled matter upon
. *John Pfluger*

the above named respondent, by then and there delivering in hand to and leaving with
.
said respondent such copy of the said notice of appeal, and that he then and there personally knew
. the person so served to be the respondent
therein named.

Subscribed and sworn to before me, this . . . *28th* day of . *July*
A. D. 188*0*.

F. E. DuBois,
Francis B. Bailey
Notary Public
Hennepin Co
Minn

43

DISTRICT COURT.

Sawyer County

in the matter of the application of the

Hastings and
Dakota

Railroad Company, filed May 27th
A. D. 1880.

John Pfeiffer

versus.

The Hastings & Dakota
Railway Company

Affidavit of Service of Notice of Appeal.

Filed July 10th 1880
Wm. H. H. H. H. H.
Clerk

Attorneys for Petitioners.

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State of Minnesota,
COUNTY OF *Carver* } ss.

DISTRICT COURT,

Eighth Judicial District.

In the matter of the petition and application of the *Hastings and*
S Dakota Railway Company, to condemn certain
real property in the County of *Carver* and State of Minnesota, filed in said court
on the . . . *24* . . . day of . . . *May* A. D. 188*0*

John P. Flegler and the
Board of County Commissioners
of the County of Carver
} Claimants and Respondent.

VERSUS

the Hastings and
S Dakota Railway
Company
Plaintiff & Appellant.

STATE OF MINNESOTA,
County of Hennepin. } ss.

Frederick E. Du Toit
being duly sworn, says that at . . . *Shaska* . . . in the County of *Carver*
in the State of Minnesota, on the . . . *26th* . . . day of *June* . . . A. D. 188*0*,
he personally served a true copy of the notice of the appeal in the above entitled matter upon *the County*
of Carver

the above named respondent, by then and there delivering in hand to and leaving with
to affiant personally known to be the clerk of the Board
of County Commissioners of said County of Carver
said respondent such copy of the said notice of appeal, and that he then and there personally knew

. the person so served to be the respondent
therein named. *F. E. Du Toit*

Subscribed and sworn to before me, this . . . *8th* . . . day of *July* . . .
A. D. 188*0*.

Francis B. Bailey
Notary Public
Hennepin Co
Minne

43.

DISTRICT COURT.

Carver County

in the matter of the application of the

Hastings and
Dakota

Railroad Company, filed 24 May
A. D. 1880.

John Flegel et al

versus.

Hastings & Dakota
Railway Company

Affidavit of Service of Notice of Appeal.

Filed July 10th 1880
Wm. H. H. H. H. H.

Attorneys for Petitioners.

463.

State of Minnesota,
COUNTY OF *Carver*

DISTRICT COURT,
8th Judicial District.

In the matter of the petition and application of the

Dakota Railway Company, to condemn certain
real property in the County of *Carver* and State of Minnesota, filed in said court
on the *24* day of *May* A. D. 188*0*.

John Pfleger and the
Board of County Commissioners of the
County of Carver
Claimant and Respondent.

versus

The Hastings & Dakota
Railway Company
Appellant.

Know all Men by these Presents, That we

Shurburn & Murrie
on behalf of said appellant

as principal and

Charles H. Thron and Hugh G.
Harrison

as sureties, are held and firmly bound unto

John Pfleger and the
County of Carver

above named in the sum of

Thirteen hundred Dollars,
to be paid to the said *John Pfleger and The County*
of Carver

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

22 day of *June* A. D. 188*0*.

The condition of this bond is such that whereas, the said

Hastings and
Dakota Railway Company
appeals to the District Court of said County of *Carver* from that part or portion of the
and report
award of the Commissioners appointed in the above entitled matter; made therein, and filed in said court on
the *24* day of *June* A. D. 188*0*, awarding to said respondent the sum
of *twelve hundred and sixty three* Dollars damages, as compensation
for the taking or injuriously affecting the land of said Respondent by the said Appellant, for railroad purposes.

Now Therefore, if the said appellant *The Hastings and Dakota Railway Company* shall prosecute its said appeal without delay, and abide the order the said court may make on such appeal, and pay the costs of said appeal if it should fail therein, then this obligation to be null and void, otherwise of force and effect.

In Testimony Whereof, we have hereto set our hands and seals, the day and year aforesaid.

IN PRESENCE OF
J. B. Gilliam
F. B. Bailey
W. B. Merrill
H. G. Harrison
C. W. Prior
SEAL
SEAL
SEAL
SEAL

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

Be it known that on this *22* day of *June* A. D. 1880, personally appeared before me *Shelburne S. Merrill* *Charles H. Prior* and *Hugh G. Harrison* to me well known to be the same persons who executed the foregoing bond, and they severally acknowledged the same to be their free act and deed, and that they executed the same for the uses and purposes therein expressed.

Francis B. Bailey
Notary Public,
Hennepin County, Minn.

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

Charles H. Prior and *Hugh G. Harrison* being each duly sworn, doth each for himself depose and say: That he is a freeholder and a resident of the State of Minnesota, and that he is worth the sum of *Thirteen hundred* Dollars, named in the foregoing bond, over and above his just debts and liabilities, and exclusive of property exempt from execution.

Subscribed and sworn to before me this *22* day of *June* A. D. 1880.
Francis B. Bailey
Notary Public, Hennepin Co. Minn.
C. W. Prior
H. G. Harrison
SEAL
SEAL

DISTRICT COURT,

County

In the matter of the application of the

Hastings and Dakota

Railroad Company, filed *May 24*
A. D. 1880.

John P. Fitzgerald

VERSUS

The Hastings & Dakota
Railway Company

BOND ON APPEAL.

By which I approve the
within bond this 24
day of June A.D. 1880
W. B. Merrill
H. G. Harrison
Judge

Attorneys for Petitioners.

Filed, June 24th 1880.
C. W. Prior

State of Minnesota
Dist. Court 8th Dist.

County of Carver

John Pflieger ^{Plt}
vs.

Hastings & Dakota

Railway Company ^{Def}

In the matter of the
appeal of said Railway
Company from the
award of the Commission
to assess the damages
to the land and farm
of said Respondent, by
reason of the taking of a
portion of said land, in
the construction of
the Branch of said Company

We the jury in the
above entitled proceeding
assess the damages of
said John Pflieger for the
taking of the land described
in the Commission's report
herein at the sum of

Fourteen Hundred Dollars \$1400.⁰⁰
Frank Eisele Foreman

State of Minnesota
District Court
County of Carver.

John Pflieger, Rept
for
The Hastings & Dakota
Railway Company, Appt.
verdict of Jury,

John, Valuter R. & A. 1880,
Guthrie, Minn.
del. R.

Geo

District Court
Carmen County

The Hastings & Dakota
Railway Company
Appellant

vs
Julius P. Hegan
Respondent.

It is stipulated that
the respondent herein under
Dec 7th to come ~~any~~ ~~in~~ ~~the~~
he may wish to present case
this day served by Appellant.
And that in the same time
that no ~~willings~~ in ~~the~~ ~~case~~
entitled action be stayed
Dated Nov 2nd 1888

L. L. Dayton
Atty for Appellant
Very kindly
for
Very sincerely,
J. L. Dayton

State of Minnesota
Dist. Court. 8th Dist.

County of Carver

The Hastings & Dakota

Railway Company Appellant
vs
Agent

John Pfeiffer Respondent

This case having come before the court for
purpose of settling the case therein.

It is stipulated that on the 20th day of November
1880. the attorney for appellant left at the office
of Respondents attorney the transcript of the
Reporters minutes of testimony and proceed-
-ing upon the trial, ^{Respondents attorney being then absent from said state} which is herewith
presented, and also the paper endorsed with
the title of the action and following said title
the words "Proposed Case" and "L. S. Baxter
Atty for Appellant", which paper is claimed
by appellant to be the proposed case, which
the court is asked to settle.

That no amendments to said so called
proposed case have been offered by respondent

That the question of settlement is brought before
the court by agreement and upon ~~due~~ notice

That said papers, to-wit: the reporter,
and said so called proposed case
transcript, were not returned by respondent
attorney to appellants attorney, and remained
in the office of respondents attorney from
the time aforesaid until this hearing.

That at the time said papers were so

said state left Respondent's attorney was absent from
and remained absent from the state until December 2^d 1880
his office, and the same were left
with the person then in charge of said
office

~~That~~ That Respondent objects to the settlement
of said case for the following grounds to-wit:-
1st That Respondent claims that said document
and proceedings does not purport to have been
proposed as a case, and is not authenticated
by the signature of appellants attorney.

2^d That Respondent claims that it was not
served within the time provided by law
for the service of a proposed case.

3^d That Respondent claims the settlement has
not been brought on within the time
provided by law for the settlement of a
proposed case.

Dec. 11. 1880

L. L. Baxter

Atty for App^ts for & Respondents

Henry Heids

atly Resp^t

The Hastings and Dakota
Railway Company, App^t

John Pfeiffer, Resp^t

Stipulation.

Filed January 19th 1881.
J. W. Van Hook
Clerk.

1

1 State of Minnesota District Court
2 County of Carver

3
4 John Pflieger Respondent

5 vs

6 The Hastings & Dakota Railway
7 Company, appellant

8 Respondent's Costs

9 To S. S. Baxter appellants atty

10 Take notice

11 that application will be made to the
12 clerk of this court at his office at Glenside
13 at ten o'clock in the forenoon of the
14 23^d day of February 1881 to tax the
15 respondent's costs in this action

16 Statutory costs \$10.00

17 Clerk's fee say " 17.70

18 Sheriff's fee say 11.20 as per return on Subpoena

19 Witness fee

20 Gottab Fingle 3.20 for 2 days & 20 miles travel

21 G. Giller 3.20 " 2 " 20 " "

22 H. Meller 3.20 " 2 " 20 " "

23 C. Pflighar 3.20 2 " 20 " "

24 M. Price 3.20 2 " 20 " "

25 Total \$44.90 =

26 Henry Birds

27 atty Resp't

1400.00
65.32
1465.32

28 State of Minnesota

29 County of Ramsey ss Henry Birds being duly
30 sworn says that he is attorney for the
31 respondent in the above entitled action

1 that the several items of costs set forth in
2 the foregoing notice have each and all of
3 them been necessarily incurred on the
4 part of the respondent in the trial
5 of the appeal therein
6 Subscribed & Sworn before me Henry Heards
7 this 21 day of July 1881

Wm. H. Heards

Notary Public

Hamsey Co

Missouri

John P. Hays

H & D W H Co

Notice of Contention
of Costs & Affidavit

Due service of within
notice is hereby admitted
this 21 day of July 1881

L. S. B. Carter

Appellants atty

John P. Hays

Respondent

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

6 John Pflieger, Respondent
7
8 against
9 The Hastings and Dakota
10 Railway Company, Appellant,

11 The above entitled action
12 having been brought on for trial at the General Term
13 of said Court on the 20th day of October AD 1880, before
14 a jury duly impaneled and sworn - and the said
15 jury having rendered a verdict in favor of the
16 Respondent and against the Appellant therein for
17 the sum of Fourteen hundred dollars,

18 Now therefore, upon motion of Henry
19 Hinds Attorney for the Respondent, It is hereby adjudged
20 and determined and the judgment of this Court
21 is that said Respondent do recover of said Appellant
22 the sum of Fourteen hundred dollars damages as
23 per verdict with the further sum of Fifty five dollars
24 and thirty two cents, interest on the above sum from and
25 since the 24th day of June together with the sum of Forty
26 four dollars and ninety cents, costs and disbursements
27 taxed in said action, the whole amounting to the sum of
28 Fifteen hundred ten dollars and twenty two cents, and
29 that said Respondent have execution therefor.

30 Dated February 24th AD 1881.

31 By the Court;

32 J. Krayenbuhl
Clerk,

State of Minnesota
District Court
County of Carver,

John P. Plegger Rept
vs
The Hastings and Dakota
Railway Company.
Appt.

Judgment Roll.

Judgment	\$1400.00
Interest	" 65.32
Costs	" 44.90

Total \$1510.22.

Filed, February 24th 1881.
G. A. Krausendahl.
Clerk

240

Henry Hinds Attorney
for Rept. Sharkey, Minn

\$1263.⁰⁰

Charlottesville, February 14th 1882.

Received of Gustave Wrayentuhl, ^{charlottesville} the sum of Twelve hundred and Sixty Three dollars, being the amount in full deposited with said clerk in the matter of the Appeal of John Pflieger vs the Hastings and Dakota Railway Company, by report of the commissioners filed on the 24th day of June, AD 1881.

Henry Heyds
atty John Pflieger

State of Minnesota
District Court
Hennepin County,

In the Matter of the Appeal of
John P. Plegier
vs
The Hastings and Dakota
Railway Company.

Receipt for the amount deposited

Filed, July 14th a.d. 1882.
G. H. Hagenbuhl
Clerk.

Ty.

STATE OF MINNESOTA,

SUPREME COURT.

SS.

MANDATE.

The State of Minnesota,

To the Hon. Judge and Officers of the District Court of the *Eighth* Judicial District, sitting within and
for the County of *Carr* Greeting:

WHEREAS, Lately in your Court, in an action therein pending, wherein

John P. Meyer, was, Plaintiff, and
The Hastings and Dakota
Railway Company, was, Defendant
a certain *Order* was entered therein *March 24th*
A. D. 1881, from which *Order* said
Hastings and Dakota Railway Co., Dist., appealed to this Court.

AND WHEREAS, The same was duly argued and submitted at the General

October Term, A. D. 1881, of our Supreme Court. After mature
deliberation thereupon had our Supreme Court did adjudge, determine, decree and ORDER, "That the
Order of the Court below, herein appealed from, be, and the
same hereby is, in all things *affirmed*

and that the *Respondent and Plaintiff* above named have judgment accordingly."
A copy of the entry of judgment thereupon in this Court is herewith transmitted, and made part of this
Remittitur.

NOW, THEREFORE, This MANDATE is to you directed and certified, to inform you of these proceedings
had in our Supreme Court, in said hereinbefore mentioned cause, and the same is hereby and herewith
REMANDED to your Court for such other or further record and proceedings therein as may be by law necessary,
just and proper, under and by virtue of the said Order herein made.

WITNESS, The Hon.

James G. Gilman
Chief Justice of the Supreme Court aforesaid, and the
seal of said Court, at St. Paul, this *17th*

day of

January A. D. 1882

Wm. St. Nicholas
Clerk of the Supreme Court.



SUPREME COURT,
STATE OF MINNESOTA.

MANDATE

TO THE DISTRICT COURT OF

Carver County
John P. Pleser
Respondent

AGAINST

The Hastings and
Dakota Ry Co
Appellant

Filed February 1st 1882
E. W. Weyenbucht

Henry Shields
Attorney for Respondent

SUBPENA.

STATE OF MINNESOTA,
DISTRICT COURT.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Hermann Miller

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the Nineteenth day of October A.D. 1889 at 9 o'clock, in the fore noon, then and there to give evidence in a cause to be tried between The Hastings & Wakota Railway Company Appellants and John Pfeiffer Respondent,

Defendant on the part of the Respondent

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court aforesaid, at Chaska, in said County, this Twentieth day of October in the year 18 89.
Graymunt

Clerk.

Original.

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF
The Hattings & Washuta
Railroad Company, app't
John Pfeiffer, Resp't.

Served
Subpoena on the part of

Respondent

STATE OF MINNESOTA,
CARVER COUNTY.

Oct, 18th
u 1880.

I have duly served the within by reading
the same to the within named *Arman*
Miller

as I am therein commanded.

J. E. Du Toit

Sheriff.

FEES—Service Subpoena \$ 50.
Mileage 16 miles \$ 1.60
Return - - \$ 2.10.

Filed in said Court, this *Twenty Second*
day of *October* A. D. 1880
Eschraeyenbuhl Clerk.
Attorney.

L. ED. DAVISON Print, Minneapolis.

Munawar Miller

SUBPOENA.

STATE OF MINNESOTA,
DISTRICT COURT.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Michael Preiss

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the *Eighteenth* day of *October* *1889* at *9* o'clock, in the *fore* noon, then and there to give evidence in a cause to be tried between

The Hastings & Dakota Railway Company
and *John Pfeiffer*, Respondent

Defendant on the part of the

Respondent

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this *Eighteenth*
day of *October* in the year 18*89*.

E. Gray

Clerk.

Original.

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF
The Hastings & Hartland
Railway Company, Appt.
vs.
John Pfeiffer, Resp.

Subpoena on the part of
Respondent,
Served

STATE OF MINNESOTA,
CARVER COUNTY.

Oct. 18 - 1888

I have duly served the within by reading
the same to the within named *Michael*
Preis.

as I am therein commanded.

J. E. DuBois Sheriff

FEES—Service Subpoena \$ *50*
Mileage - - \$
Return - - \$

Filed in said Court, this *Twenty second*
day of *October* A. D. 18*88*
Ystraymbuhly Clerk.
Attorney.

L. ED. DAVISON Print., Minneapolis.
Michael Preis,

SUBPOENA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

George Guntler

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District and County of Carver, at the Court House in said County, on the Nineteenth day of October 1880 at 9 o'clock, in the fore noon, then and there to give evidence in a cause to be tried between

St. Hastings & Duluth Railway Company Appellants
and John Pfeiffer, Respondent

Defendant on the part of the

Respondent

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska in said County, this Nineteenth
day of October in the year 18 80.

G. Wrayentubly Clerk.

Original

SUBPOENA.

**DISTRICT COURT,
CARVER COUNTY.**

IN THE MATTER OF
*The Hastings & Dakota
Railway Company, Appt*
vs.
John Pflieger, Resp

Subpoena on the part of

Respondent
served

STATE OF MINNESOTA,
CARVER COUNTY.

Oct 18 - 1880.

I have duly served the within by reading
the same to the within named *George
Gutler*

as I am therein commanded.

F. E. Du Toit,

Sheriff.

FEES—Service Subpoena \$ *50.*
Mileage - - \$
Return - - \$

Filed in said Court, this *Twenty Second*
day of *October* A. D. 18*80*

John Pflieger Clerk.

Attorney.

LEON D. DAVISON Print., Minneapolis.

George Gutler

SUBPOENA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Gretchen Finkel

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the 16th day of October 1884 at 9 o'clock, in the fore noon, then and there to give evidence in a cause to be tried between

The Hastings & Wakarusa Railway Company, Appellants.
and John Pflieger, Respondent

Defendant on the part of the

Respondent

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska in said County, this 16th
day of October in the year 1884.

J. Gray

Clerk.

original
SUBPOENA.

**DISTRICT COURT,
CARVER COUNTY.**

IN THE MATTER OF
The Hastings & Nebraska
Railway Company, Appt
vs.
John P. Plegier, Appt

Subpoena on the part of

Respondent
Sumner

STATE OF MINNESOTA,
CARVER COUNTY

Oct. 18 - 1880

I have duly served the within by reading
the same to the within named *Gustaf*
Pinkel

as I am therein commanded.

J. E. Du Toit

Sheriff.

FEES—Service *Subpoena* \$ *50.*
Mileage - - \$
Return - - \$

Filed in said Court, this *Twenty second*
day of *October* A. D. 18*80*

G. Wraymuth Clerk.

Attorney.

L. ED. DAVISON Print., Minneapolis.

Gustaf Pinkel

SUBPENA.

STATE OF MINNESOTA,

DISTRICT COURT.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

ss. Conrad Flegler

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District and County of Carver, at the Court House in said County, on the Eighteenth day of October 1889 at 4 o'clock, in the fore noon, then and there to give evidence in a cause to be tried between

The Hastings and Dakota Railway Company Appellant
and John Flegler Respondent

Defendant on the part of the

Respondent

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this Sixteenth
day of October in the year 1889.

J. Grayentubly

Clerk.

Original.

SUBPOENA.

**DISTRICT COURT,
CARVER COUNTY.**

IN THE MATTER OF

*The Hastings and Dakota
Railway Company, expt*

vs.

John P. Reger, Resp

Subpoena on the part of

Respondent.

STATE OF MINNESOTA,
CARVER COUNTY.

Oct. 18 1880.

I have duly served the within by reading
the same to the within named *Conrad
Pflegher*, & also by
copy

as I am therein commanded.

F. E. De Port

Sheriff.

FEES—Service *Subpoena* \$ 50.
Mileage *2 miles* \$ 20
Return & *copy* \$ 30
100.

Filed in/said Court, this *Twenty fourth*
day of *October* A. D. 1880

John P. Reger

Clerk.

Attorney.

L. ED. DAVISON-Print, Minneapolis.

Conrad Pflegher

SUBPŒNA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Robert Patterson

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the Eighteenth day of December A.D. 1880, at Nine o'clock, in the After noon, then and there to give evidence in a cause to be tried between

The Hastings & Wakarusa Railway Company Appellant
and John Meyer, Resp't

Defendant on the part of the Appellant

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this Sixteenth
day of December in the year 1880.

C. Graymiller

Clerk.

Original

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF
Hallings & Railroad
Railway Company, Appt
John P. Flegner, Resp
Subpoena on the part of
Appellant

STATE OF MINNESOTA,
CARVER COUNTY.

Oct. 18th 1880

I have duly served the within by reading
the same to the within named *Robert*
Patterson, and also by
paying of mileage and two
days attendance, in
all *\$3.50* on port of app'ts.
as I am therein commanded.

F. E. DuToit Sheriff.

FEES—Service Subpoena \$ *50*
Mileage *24 miles* \$ *2.40*
Return \$ *2.90*

Filed in said Court, this *Twenty second*
day of *October* A. D. 18*80*
John P. Flegner Clerk.
John P. Flegner Attorney.

L. ED. DAVISON Print, Minneapolis.

Robert Patterson,
Respondent

\$2.44.

SUBPOENA.

STATE OF MINNESOTA,)

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

DISTRICT COURT.

To

Geo W. Pomeroy

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the fourth day of April at 10 o'clock, in the forenoon, then and there to give evidence in a cause to be tried between L. D. ...

and

to give evidence in a cause to be tried between
The Hastings & Dakota Railway Company App't
and John Pfeiffer, Resp't Plaintiff

Defendant on the part of the

Appellant

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

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

day of

in the year 18

Clerk.

Original

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF

*The Montgomery, St. Paul & Northern
Pacific Railway Company, App't*

VS.

John A. Flegler, Resp't

Subpoena on the part of

Appellants

STATE OF MINNESOTA,
CARVER COUNTY.

Oct. 18 - 1880.

I have duly served the within by reading
the same to the within named *Geo. M.
Powers*, and also by pay-
ing him mileage and two
days attendance in
all *\$2.75* on part of app't.
as I am therein commanded.

J. E. DuSart

Sheriff.

FEES—Service *Subpoena* \$ *50*
Mileage *12 miles* \$ *1.20*
Return - - \$ *1.70*

Filed in said Court, this *Twenty Second*
day of *October* A. D. 18*80*.

J. Wrayenbush Clerk.
Attorney.

L. ED. DAVISON Print, Minneapolis.

*Geo M Powers
paid \$1.75*

SUBPOENA.

STATE OF MINNESOTA, }
DISTRICT COURT. ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

James ~~Johnson~~ Vanderwerker

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the Eighteenth day of October 1880, at nine o'clock, in the After noon, then and there to give evidence in a cause to be tried between

The Hastings and Dakota Railway Company App't Plaintiff
and John Pflieger Respondent

Defendant on the part of the Appellant

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this Eighteenth
day of October in the year 1880.

C. Gray Clerk.

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF

*The Hastings and Dakota
Railway Company, appt*

*vs.
John Pfliger, Resp*

Subpoena on the part of

Appellant,

STATE OF MINNESOTA,
CARVER COUNTY.

October 18 1880.

I have duly served the within by reading
the same to the within named *James
Vandewater*

as I am therein commanded.

F. E. DuBois Sheriff

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

Filed in said Court, this *Twenty Second*
day of *October*, A. D. 18*80*
Asprayenbahl Clerk.
Attorney.

L. ED. DAVISON Print, Minneapolis.

James Vandewater

SUBPENA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Phillip Siegle

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the Eighteenth day of October AD 1880, at Nine o'clock, in the After noon, then and there to give evidence in a cause to be tried between

The Hastings and Dakota Railway Company Appellant,
and John D. Flyger Respondent

Defendant on the part of the Appellant

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this Sixteenth
day of October in the year 1880.

J. Graymont Clerk.

Original

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF
The Hastings & Dakota
Tramway Company, Appellant
vs.
John Siegle, Respondent,

Subpoena on the part of

Appellant
Served

STATE OF MINNESOTA,
CARVER COUNTY.

Dec. 18 - 1888

I have duly served the within by reading
the same to the within named *Philip*
Siegle and also by
paying him mileage and two
days attendance in all
\$2.85, on part of appellant,
as I am therein commanded.

F. E. DuBois Sheriff.

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

Filed in said Court, this *Twenty-first*
day of *October* A. D. 188*8*

G. W. Gray Clerk.
G. W. Gray Attorney.

L. ED. DAVISON Print, Minneapolis.

185- *Philip Siegle*
Served

SUBPOENA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

A. B. Rogers

To

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the Eighteenth day of October AD 1886 at Nine o'clock, in the After noon, then and there to give evidence in a cause to be tried between The Hastings and Warata Railway Company, Appellant, and John Pflieger Respondent

Defendant on the part of the Appellant

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

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court aforesaid, in Chaska in said County, this Fifteenth day of October in the year 18 86.

E. Wrayentubly Clerk.

Original

SUBPOENA.

DISTRICT COURT,
CARVER COUNTY.

IN THE MATTER OF
The Hastings & Northwestern
Railway Company, App't
vs.
John Pfeiffer, Resp't

Subpoena on the part of

Appellant.

STATE OF MINNESOTA,
CARVER COUNTY.

Oct. 18 1880

I have duly served the within by reading
the same to the within named *A. W.*
Rogers.

as I am therein commanded.

J. G. DuBois

Sheriff.

FEES—Service *Subpoena* \$ 50.
Mileage - - \$
Return - - \$

Filed in said Court, this *Twenty second*
day of *October* A. D. 1880

Upshur & Uphur

Clerk.

Attorney.

L. ED. DAVISON Print., Minneapolis.

A. W. Rogers.

SUBPOENA.

STATE OF MINNESOTA, }
DISTRICT COURT. } ss.

FOR THE EIGHTH DISTRICT, CARVER COUNTY.

To

Theodore Betting

GREETING:

IN THE NAME OF THE STATE OF MINNESOTA, you are hereby commanded, that laying aside all and singular your business and excuses, you be and appear before the Judge of the District Court, for the Eighth Judicial District, and County of Carver, at the Court House in said County, on the Eighteenth day of October 1889, at nine o'clock, in the After noon, then and there to give evidence in a cause to be tried between The Mankato & Wakarusa Railway Company, Appellant and John Pfeleger, Respondent
Defendant on the part of the Appellant
Hereof fail not, on pain of the penalty that will fall thereon.

WITNESS, The Honorable JOHN L. McDONALD, Judge of the District Court
aforesaid, at Chaska, in said County, this Eighteenth
day of October in the year 1889.

J. Grayentubly

Clerk.

Original

SUBPOENA.

**DISTRICT COURT,
CARVER COUNTY.**

IN THE MATTER OF
The Hastings & Waukegan
Railway Company, Appt
vs
John Flegler, Resp

Subpoena on the part of

Appellant,

STATE OF MINNESOTA,
CARVER COUNTY.

October 18- 1880

I have duly served the within by reading
the same to the within named *Theodore*
Bitting and also by
paying him mileage and
two days attendance in all
\$2.12, on part of appellant,
as I am therein commanded.

A. A. DeLoe Sheriff

FEES—Service Subpoena \$.50
Mileage - - \$
Return - - \$

Filed in said Court, this
day of *October*

Monty Guond
A. D. 1880

John Flegler Clerk.
John Flegler Attorney.

L. ED. DAVISON Print., Minneapolis.

412, Theo. Bitting,