



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

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No.

335
77

DISTRICT COURT,

Carver County, Minnesota.

Hausmann Manufacturing Co
Plaintiff

vs.

F. H. Kahls

Defendant

Geo. R. T. Hart

Plaintiff's Attorney.

P. R. Curran

Defendant's Attorney.

Date of Entry *Feb 8* 19*13*

Register of Actions, *E* Page *130*

Term Tried 19

Judgment for

Amount of Judgment, \$

Date of Judgment 19

Judgment Book Page

Default Judgment Book Page

Date of Docketing 19

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(Light Ink)

State of Minnesota,

In District Court,

County of Ramsey.

Second Judicial District.

The Hansmann Manufacturing Company (Incorporated), Plaintiff.

-vs-

F. W. Kohls,

Defendant.

State of Minnesota,

ss

County of Carver.

P. R. Curran being first duly sworn, says:

- (1) That he is the Attorney for the defendant in the above entitled action.
- (2) That at the commencement of said action said defendant, F. W. Kohls, was and still is an actual resident of Carver County, Minnesota.
- (3) That the summons herein was served upon said defendant on the 23rd day of January, 1913, and the time for answering has not expired.

P. R. Curran

Subscribed and sworn to before me this 31st day of January, 1913.

John J. Foley

Notary Public, Carver Co. Minn.
My Com. expires April 6, 1913.

To Geo. R. T. Hart,

Attorney for Plaintiff.

On the above affidavit the defendant demands that the place of trial of this action be changed from Ramsey County to Carver County.

P. R. Curran

Attorney for Defendant,

Young America, Minn.

#119 110728

Original

District Court,

County of Ramsey

Hansmann Manufacturing Co.

Incorporated, Plaintiff.

-vs-

F. W. Kohls, Defendant.

Affidavit and Demand for
change of Venue.

Due and personal service of
the within affidavit and demand
for change of Venue, is hereby
admitted this ^{4th} day of February
1913, at 661 Gilfillan Block,
St. Paul, Minn.

Gen. R. J. Hart

Attorney for Plaintiff.

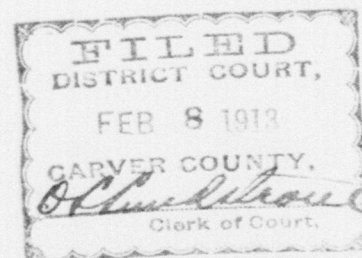
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120 3234

No. 13

DISTRICT COURT,

Carver County, Minnesota.

Gerhard Perbin
Plaintiff

vs.

J. J. Ruesch
Defendant

P. R. Curran
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Feb. 25th 1913

Register of Actions, E Page 121

Term Tried Mar 1913

Judgment for Dismissed

Amount of Judgment, \$

Date of Judgment 19

Judgment Book Page

Default Judgment Book Page

Date of Docketing 19

STATE OF MINNESOTA,

DISTRICT COURT,

Carver

Eighth

Judicial District

Gerhard Perbix

Plaintiff

No. 13

Against

List of Jurors.

J. J. Ruesh

Defendant

Attorneys Mark Here

NAMES

REMARKS

1

Fred Ess

2

Lauris Guethling

3

John F. Murphy

4

~~Albert Starnes~~

5

William Hentges

6

Ernest Gellman

7

Fred Damann

8

Fred Sprengler

9

Herman Radde

10

C. H. Hillstrom

11

Oscar Cornell

12

Leopold Fink.

13

Selby Peterson

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No. 13

STATE OF MINNESOTA,

County of *Carver*

DISTRICT COURT.

Gerhard Perling

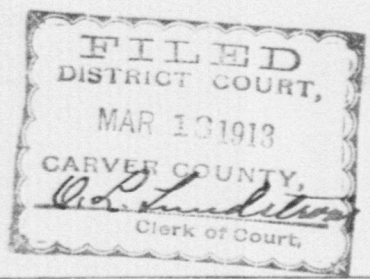
Plaintiff

Against

J. J. Ruesch

Defendant

JURY LIST.



No. 982.

E121

State of Minnesota,

In Justice's Court,

County of Carver.

ss.

Before J. R. Fox, Esq.,

Justice of the Peace

Gerh. Perbix,

Plaintiff.

-VS-

J. J. Reusch,

Defendant.

Know all Men by these Presents, That we J. J. Reusch of
the County of Carver, State of Minnesota,

as principal, and

F. F. Kloth and Ed. Bauermeister of said County and State

as sureties,

are held and firmly bound unto Gerh. Perbix

in the sum of

One Hundred & No/100

Dollars, lawful money of the

United States, to be paid unto the said Gerh. Perbix his

heirs, executors, administrators

or assigns, for which payment well and truly to be made, we jointly and severally
bind ourselves and each of our heirs, executors and administrators, firmly by these
presents.

Sealed with our seals and dated this 21st day of November, 1912

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

J. J. Reusch, Defendant,

appeals to the District Court, in and for said County, from a certain judgment
rendered by said Justice of the Peace in said cause, on the 13th

day of November 19 12, in favor of said Gerh. Perbix, Plain-
tiff

and against said

J. J. Reusch, Defendant

for the sum of Thirty-seven & 57/100 Dollars.

NOW, THEREFORE, If the said Appellant shall prosecute his appeal with
effect, and abide the order of the Court therein, then this obligation shall be void;
otherwise to remain in full force and effect.

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

21st day of November A. D. 19 12.

Signed, Sealed and Delivered in Presence of

[Signatures]

[Signatures]
Ed. Bauermeister.

Seal
Seal
Seal
Seal

State of Minnesota,

County of Carver.

ss.

On this 21st day of November A. D. 1912, before me, a

Notary Public

within and for said County, personally appeared

J. J. Reusch, F. F. Kloth and Ed. Bauermeister

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

John J. Fahey

Notary Public, Carver Co., Minn.

My Com. Expires April 6th, 1913

State of Minnesota,

County of Carver.

ss.

F. F. Kloth and Ed. Bauermeister

being duly sworn, say, each for himself, that he is one of the sureties within named; that he is a resident and freeholder of the State of Minnesota, and worth double the amount for which he justifies herein, above his debts and other liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me this

21st day of November 1912

John J. Fahey

Notary Public, Carver Co., Minn.

My Com. Expires April 6th, 1913.

Amount of Justification, \$ 100.00

Ed. Bauermeister

Amount of Justification, \$ 100.00

General Laws 1907, Chap. 311, Sec. 1

State of Minnesota,

County of Carver.

ss.

F. F. Kloth and Ed. Bauermeister

being duly sworn, say, each for himself, that he is one of the sureties within named; that he is a resident and freeholder of the State of Minnesota, and worth the amount for which he justifies herein, below stated, above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me this

day of 19

Amount of Justification, \$ 100.00

Amount of Justification, \$ 100.00

Amount of Justification, \$

IN JUSTICE'S COURT

County of Carver.

Gerh. Perbix, Plaintiff.

-vs-

J. J. Reusch, Defendant.

APPEAL BOND

I hereby approve the within Bond and the sureties thereon.

Dated Nov. 21st, 1912

Justice of the Peace

The within Bond filed this 21st

day of Nov. 1912.

J. R. Fox

Justice of the Peace

1281000

No. 15.

State of Minnesota, } ss.
 County of Carver.

In Justice's Court,

Before J. R. Fox, Esq.,
 Justice of the Peace

Gerh. Perbix, Plaintiff

-vs-

J. J. Reusch, Defendant.

State of Minnesota, } ss.
 County of Carver.

J. J. Reusch

the Defendant in this action, being duly sworn, says that he appeals
 to the District Court in and for said County, from the judgment rendered by said Justice of the Peace in the
 cause, on the 13th day of November 1912, in favor of said Plaintiff

Gerh. Perbix

and against said Defendant, J. J. Reusch

therein; and that the said appeal is made in good faith, and not for the purpose of delay.

Subscribed and sworn to before me this 21st day of November 1912.

John J. Fahy
 Notary Public, Carver Co., Minn. *Justice of the Peace*
 My Com. expires April 6, 1913.

IN JUSTICE'S COURT

County of Carver.

Gerh. Perbix, Plaintiff.

-vs-

J. J. Reusch, Defendant.

APPEAL AFFIDAVIT

Filed this 21st day of November
A. D. 1912.

J. R. Fox

Justice of the Peace

1181000

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NOTICE OF APPEAL

State of Minnesota, In Justice's Court,
County of Carver, Before J. R. Fox, Esq., Justice of the Peace.
Gerh. Perbix, Plaintiff.

-VS-

J. J. Reusch, Defendant.

[illegible]

To Gerh. Perbix, Plaintiff and to P. R. Curran, Esq., his
Attorney:

PLEASE TAKE NOTICE, That the above named defendant, J. J. Reusch
appeals to the District Court in and for said County from the
judgment rendered by said Justice of the Peace, in the above en-
titled cause, on the 13th day of November, 1912, in favor of said
Gerh. Perbix, Plaintiff and against said J. J. Reusch, Defendant,
therein, for the sum of Thirty-seven Dollars and Fifty-seven Cents
and that the said appeal is taken upon questions of Law and Fact.
Dated this 19th day of November, 1912.

John J. Fahy
Attorney for the Defendant,

Norwood, Minnesota.

Notice of Appeal

In District Court
Before J. R. Fox, Esq.

Leh. Perby, Plaintiff
vs
J. J. Reusch, Defendant

Due and personal service
of the within Notice of
Appeal is hereby admitted
this 21st day of Nov. 1912

P. R. L.
Plaintiff's Attorney

Filed this 21st day of
Nov. 1912

J. R. Fox
Judge of the Peace

No. 13. Verdict for Plaintiff

State of Minnesota } ss Justice Court
County of Carver } Before J. R. Fox
Justice of the Peace

Geo. Perbix
vs Plaintiff

J. J. Rensel
Defendant

at a court held at the Village of Young America, on the
11th day of Nov. 1912. Before J. R. Fox, Justice of the Peace
in and for said County, in an action between
Geo. Perbix Plaintiff, and J. J. Rensel Defendant
the jury find a verdict in favor of the Plaintiff
and against the Defendant in the sum of
\$ 21.00 and Costs

Dated Nov. 11th. 1912

Steve A. McPadden
Foreman

In Justice's Court
Carver County.

Geo. Pubix Plaintiff.

vs

J. J. Rensch Defendant.

Verdict of Jury.

Filed with me this
11th day of Nov. 1912

J. R. Fox
Justice of the Peace.

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(Light Ink)

No. 12

Norwood, Minn., Sept 24th, 1912.

Jacob Reusch, Esq.,

Norwood, Minn.

Dear sir:--

Mr. Gerhard Perbix of this village has a claim against you in the sum of Twenty-five Dollars. He is insisting that a summons should be issued making you defendant. I suggested that the matter could be adjusted without going to law on the matter and am writing this with a view of getting this matter straightened out. Please see Perbix at least by Monday next. I can't refuse to issue as long as he is good for the costs and ready to deposit same.

Respectfully yours,

Albert M. Kline

Half. Ex 2.

Superior Court
County of Carver

Her. Rev. Rix
Plaintiff

J. J. Kinch
Defendant

Filed

R. Fox
Attorney of the Plaintiff

WHOLESALE CASKETS
FUNERAL SUPPLIES OF ALL
DESCRIPTIONS

Cr notice, \$21.64

FUNERAL CARS, CASKET WAGONS
AMBULANCES, HACKS, EMBALMERS'
WAGONS, FIRST CALL BUGGIES

No. 11

G. PERBIX

REPRESENTING

J. L. KOLL

708 CENTRAL AVE., MINNEAPOLIS, MINN.

NORWOOD, MINN.,

3/15 1912

J. T. Pensch.

Dear Sir:- I called your
attention to the claim I hold
against you. Kindly let
me know whether you wish to
fix this up or not.

I do not wish to cause you any
additional expense or further
proceeding relative to this matter.
By next Monday, March 18th, I would
like to hear as to what you intend
to do.

Yours Respectfully,
G. Perbix.

Wd. Ex. 1

In Justice Court
County of Cass

Geo. Purdie
vs Plaintiff

J. J. Rence
Defendant

Filed J. R. Fox

Justice of the Peace

810.2

No. 10.

NORWOOD, MINN.

1911

Received from G. Perlin.

Thirteen Dollars
for one month's board rent.
Jan. 6th '12. To Feb 6th '12.

Gustav Thormert
Buffalo Lake.

Ex. A. G. P. L. H.

Justice Court
County of Carver

Gen. Parker
vs
D. J. R. H.

J. J. R. H.
Defendant

Filed
J. B. Fay
Justice of the Peace

State of Minnesota } ss No. 9
County of Carver }

I hereby certify and return that, by virtue of the within writ,
I have personally summoned as jurors, the several persons
named therein, by reading the same to each of them, viz:

Wm. Ray, C. F. Schwarzkopf, H. Vogler Sr. Steve

W. Sadler, Gust Trick and Fred Schult

Dated this 11th day of Nov. 1912

Fees Mileage 12 miles - \$ 1.20
Summing jury - 1.00
\$ 2.20

Wm. Roth
Constable.

In Justice Court
County of Carver

Gen. Reboix
vs. Pltff.

J. J. Rensen
Def't.

Filed this 11th day
of Nov. 1912

J. R. Fox
Justice of the Peace

Return of Verdict.

State of Minnesota } ss No. 8.
County of Carver }

The State of Minnesota to the Constable or Sheriff of said
County: You are hereby commanded to summon
Wm Rau, C. F. Schwarzkopf, H. Vogler Sr.,
Steve McGadden, Gust Erick Sr., ^{and} Fred Schult

to be and appear before the undersigned, one of the Justices
of the Peace in and for said County, on the 11th day of
Nov 1912 at ^{two-fifteen} ~~two-thirty~~ o'clock in the afternoon of said
day, in the Village of Young America in said County
to make a ~~trial~~ jury for the trial of a civil action between
Geo. Barbix, Plaintiff and J. J. Reusch, Defendant,
and have you there and there this writ.

Given under my hand this 11th day of Nov. 1912

J. R. Fox

Justice of the Peace.

In Justice's Court
County of Cameron

Gen. Parker
City

vs

J. J. Rensch
Lieut.

Venue

Filed with me this
10th day of Nov. 1912

J. R. Fox

Justice of the Peace

Pro.

~~W. Duast~~ Deft. 4

Wm. Raw

~~J. Bergmann~~ Deft. I~~Aug. Milke~~ Ref. 2~~Rupert Tenor~~ Ref. 5~~A. P. Brinkman~~ Ref. 6~~Ed. Trick~~ Deft. 3~~J. L. Powers~~~~C. Stender~~ Deft. 5~~C. P. May~~ Ref. 1~~R. M. Leonard~~ Ref. 3~~Emil Man~~ Ref. 4

A. F. Schwarzkoff

~~H. Baescher~~ Deft. 2~~Ellis Haenen~~ Deft. 6

H. Bogler Jr

Steve Mc Padden

Gust Trick Jr

Fred Schult

State of Minnesota } ss Justices Court
County of Carver } Before J. B. Fox
Justice of the Peace.

Geo. Perkins
Plaintiff

vs
J. J. Rensch
Defendant.

I hereby certify that the following is a list of names of
eighteen inhabitants of the County of Carver qualified
to serve as jurors ~~therein~~, in the Justice Court of
said County, made by me, as directed by said
Justice of the Peace, from which said panel a
jury in the above entitled cause.
Witness my hand this 11th day of Nov. 1912.

Wm. Roth Constable.

In Justice Court.
County of Carver.

Geo. Perkins
Plaintiff

vs

J. J. Rensch
Defendant.

Jury List

Filed with me this
11th day of Nov. 1912.

J. B. Fox
Justice of the Peace

State of Minnesota, } ss.
County of Carr

The STATE OF MINNESOTA, To

Theodore Zifer

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of Young America, on the 11th day of Nov. 1912 at 1 o'clock in the after noon of said day, to give evidence in a certain cause then and there to be tried between

Gerhard Rubix

Plaintiff, and

J. J. Ruesch

Defendant, on the part of the

Plaintiff

Given under my hand this

11th day of Nov.

1912

J. R. Fox

Justice of the Peace

State of Minnesota,

ss.

County of

Carr

I hereby certify and return, that on the

11th

day of

Nov.

1912

I served the within Subpoena upon the within named parties, personally by exhibiting and reading the same to

Sheldon J. Jaffer

and paid

in advance \$

fees for one day's attendance, and for

traveling to and returning from the place where he was required to attend; also, that

3

necessarily traveled

2

miles in the service of said Subpoena.

Dated this

11th

day of

Nov.

1912

FEES,---Mileage,

2

Miles, \$

20

Service,

\$

15

Wm. Roth

Constable

IN JUSTICE'S COURT

County of

Carr

Gen. Perbix

vs

Sheldon J. Jaffer

J. J. Rensch

Defendant

SUBPOENA

Filed this 11th day of Nov.

A. D. 1912

Justice of the Peace

J. R. Fox

9113000

State of Minnesota } No. 5. In Justice Court
County of Carver } ss Before J. H. Fox, Esq. Justice
Guthrie Perkins, Plaintiff

J. J. Rensch, Defendant
For value received I hereby promise and agree to pay all
costs that may be allowed and taxed for or
against the plaintiff in the above entitled action
Date Nov. 11, 1912

J. J. Rensch.

State of Minnesota, No. 5. In Justice Court
County of Carver } ss Before H. Fox, Esq. Justice
Guthrie, Plaintiff

J. J. Rensch, Defendant
For value received I hereby promise, and agree
costs that may be allowed and taxed for or
against the plaintiff in the above entitled action
Date Nov. 11, 1912
J. J. Rensch.

No. 4

State of Minnesota } In justice Court
County of Carver } Before John Fox Justice
Gen. Perbis } Plaintiff
L. J. Rieper } Defendant

Plaintiff for his reply to defendant's
answer denies each and every allegation
therein and each and every part thereof.

P. R. Curran.
atty for Plaintiff.

State of Minnesota } ss
County of Carver }

Gen. Perbis being first duly
sworn says, that he is the plaintiff
in the above entitled action; that
he has read the contents of the reply; and
that the same is true of his own knowledge.

Gen. Perbis.

Subscribed and sworn to before
me this 11th day of Nov. 1912.

J. R. Fox
justice of the peace, Carver Co. Minn.

(original)

In Justice's Court

Carver Co. Minn

Gen Perlin - Plff

vs

J. J. Rudick - Deft

Reply

Filed with me this

11th day of Nov. 1912

J. R. Fox

Justice of the Peace

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Handwritten notes in the center margin, mostly illegible due to fading.

Handwritten notes in the right margin, mostly illegible due to fading.

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(Light Ink)

be hence dismissed.

(2) That he have his costs and disbursements herein.

John J. Fahey,

Defendant's Attorney.

Norwood, Minnesota.

State of Minnesota, }
County of Carver. } ss

J. J. Reusch, being duly sworn, says that he is the defendant in the above and foregoing entitled action; that he has read the foregoing answer and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein stated on information and belief and as to those matters he believes it to be true.

Subscribed and sworn to before me :

this 11th day of November, A.D. 1912 :

John J. Fahey
Notary Public, Carver County, Minn.

My Commission Expires April 6, 1913.

(NOTARIAL SEAL)

Original

Justice Court
Barber County

Gerhard Perbit

vs

J. J. Rensch

Answer

Filed this 11th
day of Nov. 1912

J. R. Fox
Justice of the Peace

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(Light Ink)

No. 2
1
2 State of Minnesota

In Justice's Court

3
4 County of Carver.

Before John Fox, Esq., Justice.

5 Gerhard Perbix-----Plaintiff

6 -vs-

7 J. J. Ruesch-----Defendant

8
9 Plaintiff complains of defendant and alleges:

10 That during all the time hereinafter mentioned plaintiff was
11 a resident of the village of Norwood in the above said County and
12 State; that on the 6th day of Jan., 1912 said plaintiff rented
13 a dwelling house from Gust Thacmert situated in Block 2, Lot one
14 in said village paying his rent in advance from the said 6th day
15 of January, 1912, to February 6th 1912; that upon the said 6th
16 day of January, 1912, when plaintiff attempted to move his
17 house hold furniture in to said house that he had so rented, he
18 found said defendant in possession of said house and who explain
19 ed that the rooms that he intended to have moved into were not
20 ready for use; that said defendant then and there agreed to pay
21 said plaintiff for his loss of time for every day he so continued
22 to hold possession and necessarily kept plaintiff waiting to
23 move into said house; that defendant continued to hold possession
24 for seven days from and after the said 6th day of January, 1912;
25 that plaintiff's loss of time, namely seven days, was reasonably
26 worth and of the value of Thirty five dollars.

27 That no part of said sum has ever been paid though many times
28 demanded.

29 WHEREFORE plaintiff demands judgment: (1) For Thirty five dollars.
30 (2) For his costs and disbursements herein.

31 *P. R. Curran, Atty for Plaintiff*

32 State of Minnesota###
33 County of Carver

34 Ger. Perbix being first duly sworn says, that he is the plaintiff
in the above entitled action; that he has read the foregoing complaint
and knows the contents thereof; and that the same is true of his own
knowledge.

35 Subscribed and sworn to before me this 4 day of Nov A.D. 1912
Ger. Perbix
Justice of the Peace Carver Co.

State of Minnesota,

ss.

County of Carver

The STATE OF MINNESOTA, To the Sheriff or any Constable of said County:

You are hereby commanded to summon

J. J. Rensch the Defendant herein
if he shall be found in your County, to be and appear before the undersigned, one of the
Justices of the Peace, in and for said County, on the 4th day of
November 1912 at 10 o'clock in the fore noon of said day
at my office in the Village of Young America in said County, to
answer the complaint of

J. Rerby Plaintiff, in a civil action, wherein the Plaintiff claim
the sum of Thirty-five Dollars (\$ 35.00)
with interest thereon from the 4th day of Nov. 1912 at
the rate of 6 per cent per annum;

and have you then and there this writ.

Given under my hand and dated this

21st day of October 1912

J. R. Fox
Justice of the Peace

STATE OF MINNESOTA,

County of

Camer

ss.

FEEs—Mileage, *3* Miles *30*
Service, .15
Copy, .15
Total, \$ *60*

I hereby certify and return, that on the *25th* day of *Oct.*
191*2* in said County, I served the within Summons upon the within named Defendant personally,
by reading the same to said Defendant and delivering a copy thereof to him.

Henry Hennin Constable

STATE OF MINNESOTA,

County of

ss.

FEEs—Mileage, . . . Miles
Service,15
Copy,15
Total, . . . \$

I hereby certify and return, that on the . . . day of . . .
191 . . . in said County, I served the within Summons upon the within named Defendant , by leaving
a copy thereof at his last usual place of abode, with one . . .
a person of suitable age and discretion, then residing therein, Defendant not being found.

Constable

Original
IN JUSTICE'S COURT

County of

J. R. Fox
Plaintiff

vs

J. J. Rensch
Defendant

SUMMONS

Returned and filed this *25th*
day of *Oct.* 191*2*

J. R. Fox
Justice of the Peace

At the request, cost, and risk of the
Plaintiff I authorize

Henry Hennin

to serve and return this Summons.

Dated *Oct. 25th* 191*2*

J. R. Fox
Justice of the Peace

61212000

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(Light Ink)

State of Minnesota,

In Justice's Court

County of Carver,

Before J. R. Fox, Esq., Justice of the Peace.

J. Perbix,

Plaintiff.

-vs-

: Return to District Court

J. J. Reusch,

Defendant.

Young American Minnesota

Oct. 21st, 1912

Summons issued returnable at my office in the village of Young America, in said County on the 4th day of November, 1912, at 10 o'clock A. M. and delivered to constable Henry Heinen for service. Plaintiff's claim \$35.00.

Oct. 25th, 1912

Summons returned by constable Heinen with his certificate thereon showing personal service upon the within named defendant by reading the same to him and leaving a copy thereof with him.

Constable fees:

Service \$0.30

Mileage 3mi .30

Total \$0.60

Constable fees paid by plaintiff.

Oct. 25, 1912

Summons filed

Nov. 4th, 1912, 10:45 A. M. By consent of both parties case was continued for one week until Nov. 11, 1912, at 10 o'clock A. M. Pleadings will be filed on adjourned day.

Nov. 9th, 1912.

Complaint filed.

Nov. 11th, 1912

Answer filed. Reply Filed. 11 o'clock A.M. case called. Plaintiff appeared with Attorney P. R. Curran. Defendant appeared with Attorney J. J. Fahey. Plaintiff demands a jury trial and parties agree to a jury of six. Plaintiff deposited the jury fee of \$6.00 in court. Officer Wm. Roth ordered to draw a jury list of 18 names of residents of this county. Jury list filed from which each party struck 6 names. Venire issued requiring Wm. Rau, A. F. Schwartzkopf, H. Vogler, Sr. Steve McPadden, Gust Trick, Sr and Fred Schultz to appear forthwith and act as jurors in this cause, and delivered to officer, Wm. Roth for service. Venire returned by officer Roth with his certificate thereon that "by virtue of the within writ I have personally summoned as jurors the several persons named therein by reading the same to each of them." Venire filed. Jurors all present in court and accepted. Jurors sworn. Officer taking charge of jury sworn.

Before a jury was empanelled defendant made a motion to dismiss this action "on the ground and for the reason that the com-

plaint does not state facts sufficient to constitute a cause of action." Motion denied. Defendant takes exception thereto. Defendant then requests of the court to instruct the plaintiff to amend his complaint "because said complaint does not state facts to constitute a cause of action." The court denies request. Exception by defendant's counsel.

J. J. Reusch called for cross-examination under the statute, sworn and testified in said matter.

Gerhard Perbix, plaintiff, called, sworn and testified in his own behalf. Receipt offered in evidence, marked plaintiff's exhibit "A" and filed.

Question: Where did you pay Mr. Thaemert?

Objected to by plaintiff as immaterial. Objection overruled,

Question: What amount of rent did you pay in the month of Feby? Objected to by plaintiff as material and not the best evidence. Objection overruled. Letter offered in evidence, marked defendant's exhibit "1" and filed. Objected to by plaintiff. Objection overruled. Plaintiff takes exception to ruling for the reason that "there was nothing about that brought up in the direct examination."

Court adjourned for 10 minutes recess.

Letter was offered in evidence, marked defendant's exhibit "2" and filed. Objected to by plaintiff. Objection overruled.

Question: Did Mr. Thaemert allow you anything off for the rent at the time that Mr. Reusch occupied the premises between the 6 and 13th day of Jan? Objected to by plaintiff's counsel. Objection sustained.

Theodore Zieper called, sworn and testified in behalf of plaintiff. J. J. Reusch recalled.

Defendant rests.

Gerhard Perbix called by defendant for cross-examination under the statute.

Plaintiff rests. Testimony closed. Attorneys argue cause to the jury. Jury retires. Jury returns written verdict in court and found for the plaintiff in the sum of \$21.00 and costs. Verdict filed. Jurors paid their fees and discharged.

It, is therefore adjudged that the plaintiff recover of the defendant the sum of \$21.00 and the costs of this action taxed at \$16.57. Total judgment \$37.57. Dated Nov. 13, 1912. J. J. Reusch, Justice of the Peace

Nov. 21, 1912.

Affidavit of appeal filed. Appeal bond approved and filed. Notice of appeal with admission of service filed. Defendant paid court \$2.00 for return. Appeal allowed.

Costs

Justice's Fees

Issuing Summons	.25
Security for Costs	.25
Two adjournments	.30
Affidavits to Complaint, Answer and Reply	.45
Issuing 1 subpoena	.25
Issuing Venire for Jurors	.25
Swearing jury and attending officer	.40
Swearing 3 witnesses on trial	.45
Filing 12 papers in case	.60
Entering 3 orders and exceptions thereto	.45
Entering 5 motions and objections	.75
Taxation of costs	.15
Entering judgment	.25
Entering 7 folios docket entries	1.05
Total	<u>\$5.35</u>

Officers Fees

Serving summons and copy	.30
Travel 3 miles	.30
Serving 1 subpoena	.15
Travel for subpoena 2 miles	.20
Writing jury list and summoning jury	1.15
Attendance on jury	.50
Attendance in court 1 day	1.00
Total	<u>\$3.60</u>

Witness Fees

Theodore Zieper 1 day, 2 mi	1.12
-----------------------------	------

Jury Fees	6.00
Recapitulation	

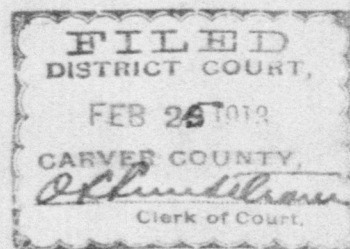
Justice's Fees	\$5.35
Officer's Fees	3.60
Witness Fees	1.12
Jurors Fees	6.00
Total	<u>\$16.57</u>

I hereby certify and return that the above is a true and correct copy of the proceedings as they appear in my docket of all matters taken in said above entitled matter and that I have included herewith all the papers connected with the trial of said cause the same being numbered consecutively from 1 to 16 inclusive.

J. R. Fox
Justice of the Peace

To C. L. Lundstrom, Esq. Clerk of the Dist. Court, Carver Co., Minn.

Dated at Young America this 24th day of February, 1913.



E121

#121 3337
No. ~~#~~ 3

DISTRICT COURT,

Carver County, Minnesota.

Christopher Simon
Plaintiff

vs.

John Lindquist
Defendant

H.C. Odell
Plaintiff's Attorney.

E.E. Hitchie
Defendant's Attorney.

Date of Entry February 26th 1913

Register of Actions, E Page 122

Term Tried 19

Judgment for

Amount of Judgment, \$

Date of Judgment 19

Judgment Book Page

Default Judgment Book Page

Date of Docketing 19

121
DISTRICT COURT

Eighth Judicial District
County of *Carver*

Christopher Simon
Plaintiff
vs.
John Lindgren
Defendant

NOTE OF ISSUE

Issue of

Land and Tax

LAST PLEADING SERVED

February 27

1913

W. C. Bull

Attorney for Plaintiff

E. E. Wichie

Attorney for Defendant

Will the Clerk please file this Note of
Issue, and enter the cause on the Calendar
for the *March* A. D. *1913*

General Term of this Court.

Yours respectfully,

W. C. Bull

Attorney for *Plaintiff*

Filed

Feb 26th

1913

1
O. L. LUNDSTROM
Clerk of The District Court
CARVER COUNTY, MINNESOTA

Chaska, Minnesota.

Christopher Simon
vs
John Lindner { March 26th

Record title in John Simon,

Added in 1873 to John Lindner

Christ Simon.

John Simon was my father

John Lindner lives South of
me

Two acres in town yard, and surrounded
by fences for about 25 years.

Fence on line between my farm
and John Lindner down to lake

My pasture entirely fenced on Lindner
line

John Lindner enters my farm
on line between mine and Postwaite's
farm. He drives sheep or 6 rods on
his own land before he reaches mine
gate in fence as long as I can
remember

2

O. L. LUNDSTROM
Clerk of The District Court
CARVER COUNTY, MINNESOTA

Chaska, Minnesota.

Isle in my pasture fence there
as long as I can remember where he
reached public highway.

John Lindner usually closed
gates. In Aug, 1912 interfered
with my gates and broke them down.
Before that time he had closed them,
upon both end east side of my farm
Damages \$25⁰⁰ to cows
Damage 25⁰⁰ to Whisk

Distance from John Lindner's
house to line 5 or 6 rods. From
there to where road turns to right 40
rods.

Public road gate road there as
long as I know place

Connection with fence to year
My father had that connection also.

3
O. L. LUNDSTROM
Clerk of The District Court
CARVER COUNTY, MINNESOTA

Chaska, Minnesota.

John Simons.

This road is only one that I
had to get out onto public highway

In 1876, in April John Simons
bought land for road where it now
runs. Had petition out for road on
line. Proceedings were abandoned
and John Simons.

I struck down my gates
35 rods from line to where road
deflects to right.

In 1872, first commenced
traveling over Simon's farm in same
place. Fence built on road in 1880

Gate in fence about 7 years ago. To
get onto Simon's land.

There were three gates to go through
to get out to public highway

I never got any paper from
John Simons for right to travel
over his land.

O. L. LUNDSTROM
Clerk of The District Court
CARVER COUNTY, MINNESOTA

Chaska, Minnesota.

Mar 13th 1876, Road proceedings,
instituted.

Chas vs. C.M. Ry. Co.

Have seen John Lindner
use road 20 to 25 years

John Lindner used road 36 or
4 years.

Is always in place south of
Simons land.

Ben Lindner.

I know where my father
lives; he traveled road 17 years.

Exp. fruit. (1)

Muellet vs. P. & M. 36 mi. 270.
76 mi. 9.
65 mi. 500.

Claimed the right to
travel road as a matter of right
on account of some previous
arrangements

EIGHTH JUDICIAL DISTRICT
Hon. P. W. Morrison, Judge
Norwood, Minn.

REGULAR TERMS OF COURT
Second Monday in March
Second Monday in October

5
O. L. LUNDSTROM
Clerk of The District Court
CARVER COUNTY, MINNESOTA

Chaska, Minnesota.

29 M. 96-
58 M. 131. Revocation of license.
96 M. 137. Hiltner v. Beseke
106 M. 204

115 M. 520,

121

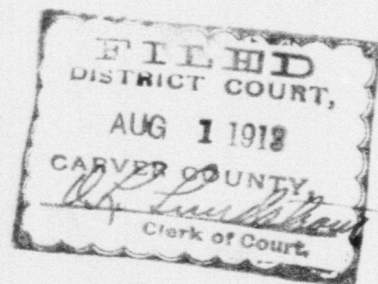
Simon

vs

Findley

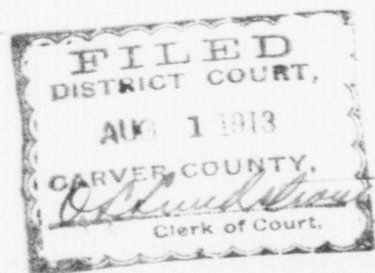
March 26th

1913.



Just Eschert

121



P. W. Morrison
Judge Eighth Judicial District
of Minnesota

Norwood, Minn. July 31, 1913.

Friend Oscar;-

I understand, the case of Christofer Simon-vs- John Lindner
had been settled by the parties ,so herewith enclose you the files.

Yours very truly,

P.W.Morrison.

Illegible
(Light Ink)

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT.

CHRISTOPHER SIMON

PLAINTIFF

-VS-

JOHN LINDNER

DEFENDANT.

Said plaintiff for his Reply in the above entitled action respectfully states and shows to the Court:

(1) He admits that John Simon was the owner and occupant of the premises now owned and occupied by this plaintiff at the time mentioned in paragraph IV of the Answer herein, and that for many years while said John Simon was so the owner of said premises defendant traveled over the same, but plaintiff expressly denies that said John Simon granted or conveyed to said defendant an easement and right-of-way over said premises or that defendant used any portion of said premises as a right-of-way or road hostile and adverse to plaintiff or his predecessors. On the contrary plaintiff avers that defendant so used and traveled over said premises under parol license so to do from said John Simon, and not otherwise, and that said parol license was, long prior to the commencement of this action, and long prior to the commission of the several acts of trespass mentioned in the Complaint, expressly revoked by this plaintiff by notice to and duly served upon defendant.

(2) That save as hereinbefore admitted plaintiff denies each and every allegation of new matter and counter-claim contained in the Answer herein.

Wherefore plaintiff prays judgment as in and by his Complaint.

W. C. Hall

Attorney for Plaintiff

Chaska, Minn..

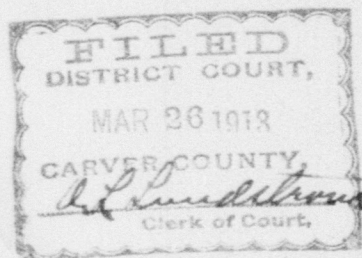
131
District Court
County of Carver.

Christopher Emion
Plaintiff

-vs-
John Lindner
Defendant

Reply -

ORIGINAL.



W. C. Hull
Attorney for Plaintiff

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

Christopher Simon

Plaintiff

vs

Answer

John Lindner

Defendant

The defendant for his answer to the complaint of
the plaintiff in the above entitled action:-

I

Denies each and every allegation in said complaint
contained except as hereinafter admitted or stated otherwise.

II

The defendant admits that subject to his easement for
a road as hereinafter stated, the plaintiff has been and is
the owner and in possession of the land in said complaint
described and that said land has been and is worked as one
farm and that there is and for more than forty years last past
has been a public highway across said land and that the same
is situate on and runs across that portion of said land which
is situated in section nine (9) and that plaintiff's dwelling
house and other buildings are situated south and west of said
highway and near the same and that the part of said land south
and west of said highway (which will hereinafter be simply
designated as plaintiff's land) is partly fenced into fields
and pastures and the defendant admits the allegations contained

in paragraph (2) of said complaint and admits that at diverse times during the year 1912 he claimed the right to and did without plaintiff's permission travel with teams and vehicles across plaintiff's land but alleges that he so travelled only along one and the same route or course where he had acquired an easement for a road as hereinafter stated and admits that he broke down and removed certain obstructions which plaintiff placed across the defendant's said road as hereinafter stated and admits that he intends to continue to use and travel said road and intends to remove therefrom any obstructions which the plaintiff may place thereon to prevent the defendant using said road.

III

Further answering the defendant alleges that for more than thirty five years last past he has been and now is the owner and in possession of a farm consisting of the southwest quarter and the west half of the southeast quarter of section 9 Township 116 Range 25 in said county and that plaintiff's land is in the northeast quarter of said section and adjoins said west half of said southeast quarter of said section; that the defendant's dwelling house and other buildings were for over thirty five years last past and now are on the defendant's land near the southwest corner of plaintiff's land; that there is a road running from the southwest corner of plaintiff's land along the west line of plaintiff's land north for a distance of about 35 rods which road for that distance is partly on plaintiff's land, that said road then deflects to the northeast across plaintiff's land to said public highway and that this road across plaintiff's land runs near by plaintiff's buildings and the defendant alleges, that this road connects his farm with said public highway and constitutes and is his road between his farm and said highway and the defendant alleges that for more than thirty five years last past he has actually, visibly, openly, and notoriously and continuously used and travelled said

road with teams and vehicles and on foot and has so used for a road the strip of land on which said road runs and that such use of said strip and road as aforesaid by the defendant was ^{all of said time} during ^A adverse and hostile to plaintiff and his predecessors in interest and was made by the defendant for himself exclusively and with the claim on his part of ownership and title to an easement for a road as against plaintiff, his predecessors in interest and as against all the rest of the world.

IV.

Further answering the defendant alleges that about 35 years ago John Simon who was then the owner of plaintiff's land and from whom plaintiff derived his title to same, granted and conveyed to this defendant an easement and right of way in perpetuity for a road for the defendant's use to travel on with teams, vehicles, or on foot across plaintiff's land over the route and course where the said road now runs as aforesaid between the said public highway and the west line of plaintiff's land and that such grant and conveyance was made by said John Simon for and in consideration of the grant and conveyance to him then made by the defendant of a strip of land which the defendant then owned and possessed which strip was and is about ^{two} ~~four~~ rods wide of which one ^{half} rod in width was part of what is now plaintiff's land and the balance was ^{and is} part of the northwest quarter of said section which strip extended from said public highway along the west line of plaintiff's land south to the point where said road deflects from said west line to the ~~south~~ ^{north} east across plaintiff's land as aforesaid, that said John Simon then took possession of said strip of land and that plaintiff now has possession of the same and derived his right to such possession from said John Simon and under said grant and not otherwise.

V.

AS and for a counterclaim against the plaintiff the defendant first realleges and makes part of this counterclaim all the defendant's allegations herein before made and further alleges that during the year 1912 the plaintiff at numerous and divers times with malice toward the defendant and prompted by cussedness and wickedness obstructed the defendant's said road at many points where it runs on plaintiff's land, by placing across it fences of wire, logs, rails and piling brush heaps on same and building thereon stacks of grain, hay and other farm produce with the purpose and design of preventing the defendant from the use of his said road, that defendant in order to travel on said road was obliged to and did remove such obstructions and that thereupon the plaintiff would put and erect other obstructions on said road which the defendant would also remove and that he, the plaintiff did so obstruct said road about forty different times during the year 1912 and that the defendant was thereby subjected and put to great annoyance, trouble, loss of time and expense and was damaged thereby in the sum of five hundred dollars.

WHEREFORE the defendant demands judgment that the plaintiff take nothing in this action and that the defendant recover of plaintiff the sum of five hundred dollars and his costs and disbursements herein.

E. E. Witche
Defendant's Attorney,
335 Boston Block,
Minneapolis, Minn.

Original

State of Minnesota
County of Carver

District Court
8th Judicial District

Christopher Simon

vs
John Lindner

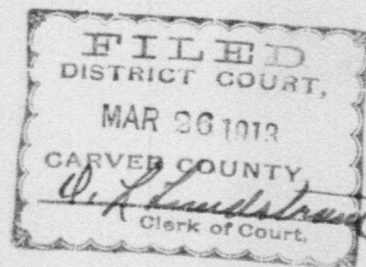
Answer

Due service of within
answer is hereby admitted
this 16th day of February 1913
W. C. Hall
Plaintiff's Attorney

Filed with clerk

See 115 Minn 520
Mutton vs. Blomworth

E. E. Westlake
Attorney for Defendant
335 Boston Block
Minneapolis Minn



No. 2625

State of Minnesota, } ss.
County of Carver

DISTRICT COURT
Eighth Judicial District

THE STATE OF MINNESOTA

TO

Christ Lindner

GREETING:

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 26th day of March 1903, at 10 o'clock in the noon, then and there to give evidence in the cause to be tried between

Plaintiff

, and

Christopher Simons

Defendant

on the part of the

Defendant

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

Witness the HON. P. W. MORRISON, Judge of the
District Court aforesaid at Chaska this 26th
day of March A. D. 1903

Clerk of District Court.

ORIGINAL

No. 2625

STATE OF MINNESOTA,
COUNTY OF CARVERDISTRICT COURT,
Eighth Judicial District.*Christy H. Barber*

AGAINST

John Barber
SUBPOENAIssued *March 26 1903*

Clerk District Court.

Returned and Filed

March 26 1903

Clerk.

On part of *Deputy Sheriff*State of Minnesota,
COUNTY OF CARVER

ss.

DISTRICT COURT
Eighth Judicial District.

I hereby certify and return that I served the within Subpoena on the within named
Lars E. Lindner by reading said Subpoena to him in his
presence, and by delivering to him a true copy thereof, in County and State aforesaid,
on this *26th* day of *March* 190*3*

Fees,	Service,	<i>50</i>
	Mileage,	<i>20</i>
	Total,	<i>70</i>

G. A. Gatz

Sheriff of Carver County.

By _____ Deputy Sheriff.

No. 2624

State of Minnesota, } ss
County of Carver

DISTRICT COURT
Eighth Judicial District

THE STATE OF MINNESOTA

TO *Michael Hansen* GREETING:

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 *26* day of *March* 190*5*, at *fourth* o'clock in the *noon*, then and there to give evidence in the cause to be tried between

ORIGINAL
Plaintiff

, and

Defendant

on the part of the

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

Witness the HON. P. W. MORRISON, Judge of the
District Court aforesaid at Chaska this *26th*
day of *March* A. D. 190*5*

P. W. Morrison
Clerk of District Court.

State of Minnesota, } ss.
COUNTY OF CARVER

DISTRICT COURT

Eighth Judicial District.

I hereby certify and return that I served the within Subpoena on the within named
Michael Sresne by reading said Subpoena to him in his
presence, and by delivering to him a true copy thereof, in County and State aforesaid,
on this 26th day of March 1913

Fees, { Service, 50
Mileage, 20
Total, 70

G. L. Gatz
Sheriff of Carver County.

By _____ Deputy Sheriff.

No. 2624

STATE OF MINNESOTA,
COUNTY OF CARVER

DISTRICT COURT,
Eighth Judicial District.

AGAINST

SUBPOENA

Issued

March 26 1913

Clerk District Court.

Returned and Filed

March 26th 1913

Clerk.

On part of Defendant

No. 2623

State of Minnesota, } ss.

County of Carver

DISTRICT COURT

Eighth Judicial District

THE STATE OF MINNESOTA

TO

William Reinke

GREETING:

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 26th day of March 1903, at fourteenth o'clock in the noon, then and there to give evidence in the cause to be tried between

Plaintiff

, and

Defendant

on the part of the

Defendant

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

Witness the HON. P. W. MORRISON, Judge of the

District Court aforesaid at Chaska this 26th

day of March A. D. 1903

O. S. Christensen

Clerk of District Court.

ORIGINAL

State of Minnesota,
COUNTY OF CARVER

ss.

DISTRICT COURT
Eighth Judicial District.

I hereby certify and return that I served the within Subpoena on the within named
Wm. Krueger
by reading said Subpoena to him in his
presence, and by delivering to him a true copy thereof, in County and State aforesaid,
on this *26th* day of *March* 190*3*

Fees, { Service, *50*
Mileage, *20*
Total, *70*

A. D. Gatz
Sheriff of Carver County.

By _____ Deputy Sheriff.

No. 2623

STATE OF MINNESOTA,
COUNTY OF CARVER

DISTRICT COURT,
Eighth Judicial District.

Christy J. Larson

AGAINST

John Lindner

SUBPOENA

Issued *March 26th* 190*3*
A. D. Gatz
Clerk District Court.

Returned and Filed
March 26th 190*3*
A. D. Gatz
Clerk.

On part of *Deputy Sheriff*

No. 2626

State of Minnesota, } ss

County of Carver

DISTRICT COURT

Eighth Judicial District

THE STATE OF MINNESOTA

TO

GREETING:

You are Thereby 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 26th day of March 1903, at 1 o'clock in the noon, then and there to give evidence in the cause to be tried between

Plaintiff

, and

Defendant

on the part of the

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

Witness the HON. P. W. MORRISON, Judge of the

District Court aforesaid at Chaska this 26th

day of March A. D. 1903

Clerk of District Court.

ORIGINAL

No. 2626

STATE OF MINNESOTA,
COUNTY OF CARVER

DISTRICT COURT,
Eighth Judicial District.

AGAINST

SUBPOENA

Issued March 26th 1903

Clerk District Court.

Returned and Filed

1903

Clerk.

On part of Defendant

State of Minnesota,
COUNTY OF CARVER

ss.

DISTRICT COURT

Eighth Judicial District.

I hereby certify and return that I served the within Subpæna on the within named
Ern Lindner by reading said Subpæna to him in his
presence, and by delivering to him a true copy thereof, in County and State aforesaid,
on this *26th* day of *March* 1903

Service,

Fees,

Mileage,

Total,

J. D. Gray Sheriff of Carver County.

By

Deputy Sheriff.

SHERIFF'S RETURN-783

1 File & Book No. Court, Minn.

State of Minnesota,

Carr

} ss.

I hereby certify and return, that on the

4th

day of *February* 191*3*, in the *Town* of *Uacoric* County and
State aforesaid, I served the *Summons and Complaint* hereto attached
upon *John Lindner*
the defendant named therein, by handing to and leaving with

personally a true and correct copy thereof.

Dated this *4th* day of *February* 191*3*

J. D. Katz

Sheriff's Fee: Service, \$ *1.00*
Travel *32* \$ *3.20*
Total, \$ *4.20*

Sheriff of *Carr* County, Minn.
By _____ Deputy

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STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT

Christopher Simon

Plaintiff

vs.

Summons

John Lindner

Defendant

The State of Minnesota

To Said above named Defendant:

You are hereby summoned and required to answer the Complaint of the plaintiff in the above entitled action, a copy of which said Complaint is hereto attached and herewith served upon you, and to serve a copy of your Answer to said Complaint on the Subscriber at his office in the City of Chaska in the County of Carver and State of Minnesota within twenty days after the service of this Summons upon you, exclusive of the day of such service; And if you fail to answer said Complaint within the time aforesaid said plaintiff will apply to the Court for the relief demanded in said Complaint.

W. C. Hall

Attorney for Plaintiff,
Chaska, Minn.

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

Christopher Simon

Plaintiff

Vs.

John Lindner

Defendant

Said plaintiff for his Complaint in the above entitled action respectfully states and shows to the Court:

(1) That said plaintiff is and for a long time prior hereto has been the owner in fee and in possession of those certain tracts or parcels of land situate in said County of Carver and known and described as follows, viz: All that part of the South-West Quarter of the South-East Quarter and Lot 5 of Section 4 Township 116 Range 25 lying south of the Right-of-Way of the St. Paul, Minneapolis and Manitoba Railway Co., as the same is located and established. Also Lots 5, 6 and 7 of Section 9 Township 116 Range 25. That said several parcels of land now are and continuously for more than forty years past have been cultivated and worked as one farm, and running through that portion of said farm situated in said Section 9 and from a point near the Southeast corner thereof to a point near the North-West corner thereof is and for more than forty years last past has been a public highway, and the dwelling and all farm buildings of plaintiff's said farm are located south and west of said public highway, and that portion of plaintiff's said farm so lying South and west of said public highway is and for more than forty years past has been enclosed with fences and the same is and during all the time aforesaid has been divided by fences into fields-pastures-barn-yard and garden plot.

(2) That said defendant occupies and for many years past has occupied a farm situated in the south half of said Section 9 and the northern boundary line of the farm so occupied by said defendant for a distance of twenty rods or more constitutes the southern boundary line of that portion of plaintiff's said farm lying South and West of the public highway hereinbefore mentioned.

(3) That said defendant at diverse times during the year 1912, wrongfully claiming the right to travel with teams and vehicles across that portion of plaintiff's farm lying north of the farm so occupied by him, broke down and destroyed the pasture and barn-yard gates upon plaintiff's farm, and, without the permission of plaintiff, traveled and drove across the same at pleasure, and wrongfully claimed and asserted that he has an easement in and over plaintiff's said farm, and refused to permit this plaintiff to restore the pasture and barn-yard gates upon his farm, and threatened this plaintiff with great bodily harm in case he did restore and replace said gates so destroyed by said defendant, or in any manner obstruct what defendant calls his "road". That said defendant so broke down and destroyed the gates upon this plaintiff's said farm, to-wit, ten times during the farming season of 1912, thereby throwing the pastures and barn-yard upon plaintiff's said farm open, and permitting plaintiff's stock to stray therefrom to and upon said public highway, to the damages of said plaintiff in the sum of Three Hundred Dollars. That said defendant threatens to shoot plaintiff or any other person who rebuilds or restores the pasture and barn-yard fences upon this plaintiff's farm or in any manner obstructs or interferes with defendant in traveling or driving over the same, and plaintiff fears that said defendant will carry his said threats into execution should plaintiff restore his said gates or in any manner interfere with or obstruct defendant in his said use of plaintiff's said farm. That said defendant threatens to, intends to and will continue to destroy the pasture and barn-yard gates upon this plaintiff's said farm, and to prevent plaintiff from having the free

and ~~into~~ uninterrupted use and enjoyment of his said farm, and threatens to, intends to and will travel over plaintiff's said farm at pleasure, unless restrained from so doing by this Honorable Court, and in consequence thereof plaintiff will continually suffer and sustain damages, the precise amount of which it will be difficult, if not impossible, for plaintiff to establish, and plaintiff will be put to a multiplicity of annoying and vexatious suits to recover his said damages to the great and imparable injury and damage of plaintiff

(4) That said defendant has no estate, right, interest or easement in or to plaintiff's said farm, or any part thereof, and has no right to enter upon or travel over the same, or any part thereof, and in so entering upon and traveling over said farm and interfering with plaintiff in the use and enjoyment thereof, defendant is acting wrongfully and unlawfully, as is well known to said defendant, and is so acting without the license or permission of this plaintiff and over his objection and protest, and is a wilful trespasser.

Therefore plaintiff demands judgment and decree as follows:

First: Perpetually enjoining and restraining said defendant, his agents, servants and employees from entering upon, traveling over, or in any manner exercising dominion over any portion of plaintiff's said farm, and from in any manner interfering with any fence or gate upon said farm, and from asserting or claiming any way over or easement in said farm.

Second: For his damages in said sum of Three Hundred Dollars and the costs and disbursements of the action.

Third: For such other and further relief in the premises as ^pthe Court may seem meet and proper.

W. C. Bull

Attorney for Plaintiff,
Chaska, Minn.

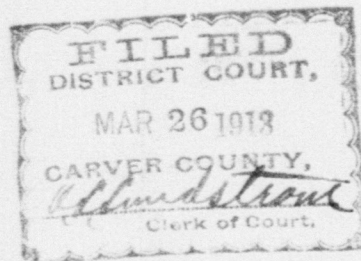
^{-H 121}
District Court
County of Carver

Christopher Simon
Plaintiff

-vs-

John Lindner
Defendant.

Summons & Complaint
ORIGINAL



W. C. Hull
Attorney for Plaintiff
Charles Mann

No. 13338

DISTRICT COURT,

Carver County, Minnesota.

Hermania Suter
Plaintiff

vs.

Peter Bauer
Defendant

H.C. Orell
Plaintiff's Attorney.

P.R. Curran
Defendant's Attorney.

Date of Entry March 3 1913

Register of Actions, E Page 123

Term Tried March 22 1913

Judgment for rent

Amount of Judgment, \$ 159.74

Date of Judgment March 22 1913

Judgment Book D Page 429

Default Judgment Book Page

Date of Docketing March 22 1913

B 131

No.

DISTRICT COURT,

Carver County.

Hermia Sauter
Plaintiff

against

Peter Bauer
Defendant

NOTE OF ISSUE.

LAST PLEADING SERVED,

Feb

1913

Jury Case.
W. C. Coale

Attorney for Plaintiff.

P. R. Curran
Attorney for Defendant.Will the Clerk please file this Note of
Issue, and enter the cause on the Calen-
dar for the March A. D. 1913.

General Term of this Court.

Yours, etc.,

W. C. Coale
Attorney for Plaintiff.

Filed Mar 3rd 1913

O. R. Lundstrom Clerk

The \$3.00 deposit required by Sec. 2, Chap. 48, General Laws
of 1883, must be paid before any action will be entered in
Clerk's Office.

State of Minnesota,
County of Carver } ss.

I hereby certify and return, that on the 6th
day of February 1913, in the Town of Benton County and
State aforesaid, I served the Summons and Complaint hereto attached
upon Peter Baur
the defendant named therein, by handing to and leaving with him

personally a true and correct copy thereof.

Dated this 6th day of February 1913

Sheriff's Fee: Service, \$ 1.00
Travel 20 \$ 2.00
Total, \$ 3.00

G. D. Gatz
Sheriff of Carver County, Minn.
By _____ Deputy

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT

Hermina Sauter

Plaintiff

vs.

SUMMONS

Peter Bauer

Defendant

The State of Minnesota

To the above named Defendant:

You are hereby summoned and required to answer the Complaint of the plaintiff in the above entitled action, a copy of which said Complaint is hereto attached and herewith served upon you, and to serve a copy of your Answer to said Complaint on the Subscriber at his office in the City of Chaska in the County of Carver and State of Minnesota within twenty days after the service of this Summons upon you, exclusive of the day of such service and if you fail to answer said Complaint within the time aforesaid said plaintiff will take judgment against you for the Sum of One Hundred Sixty two and 50/100 Dollars, and interest thereon at the rate of 6% per annum since September 10th 1912, together with the costs and disbursements of this action.

W. C. Hull

Attorney for Plaintiff,
Chaska, Minn.

STATE OF MINNESOTA

COUNTY OF CARVER

DISTRICT COURT

EIGHTH JUDICIAL DISTRICT

Hermina Sauter

Plaintiff

vs.

Peter Bauer

Defendant

Said plaintiff for her Complaint in the above entitled action respectfully states and shows to the Court:

(1) That on, to-wit, the 3rd day of March 1910, said plaintiff, she being then the owner in fee of the premises hereinafter mentioned, did, by an instrument in writing duly executed and acknowledged, demise, lease and let unto said defendant for the full term of three years commencing on the 10th day of March 1910, at and for the agreed and stipulated annual rental of \$325.00, those certain premises situated in said County of Carver and known and described as follows, viz: The North Half of the South East Quarter and the South Half of the North East Quarter of Section 13, Township 115 Range 25, excepting therefrom that portion thereof lying north of the railroad and that portion thereof previously sold to the Railroad Company.

(2) That said defendant did in and by said instrument in writing hire said premises from said plaintiff for the full term aforesaid and agreed to pay as rent therefor said annual rental so agreed and stipulated and agreed to pay said annual rental in Semi-annual installments of \$162.50 each, payable on the 10th day of March and the 10th day of September each year during said term.

(3) That said defendant entered into and took possession of said demised premises under and pursuant to the terms of said instrument

in writing and has ever since been and now is in possession thereof under and by virtue of said instrument, and not otherwise.

(4) That said defendant has paid each of said Semi-annual installments of said annual rental of said premises except said Semi-annual installment which so became due and payable on the 10th day of September 1912, which said installment said defendant has neglected and refused to pay, although payment thereof has been duly demanded.

Wherefore plaintiff demands judgment against said defendant for the Sum of One Hundred Sixty Two and 50/100 Dollars and interest thereon at the rate of 6% per annum since the 10th day of September, 1912, together with the costs and disbursements of this action.

W. C. Hull

Attorney for Plaintiff,
Chaska, Minn.

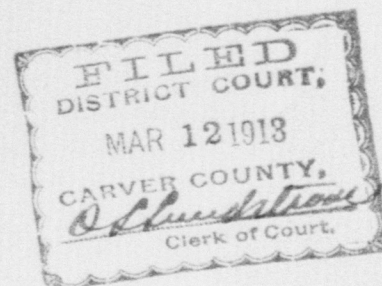
District Court
County of Carver.

Hermia Sauter
Plaintiff

-vs-

Peter Bauer
Defendant

Summons & Complaint
ORIGINAL.



W. C. Cull

Attorney for Plaintiff

E/23

Charles, Minn

1 STATE OF MINNESOTA

DISTRICT COURT

2 COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT

3 *****

4 Hermina Sauter,

5 Plaintiff,

6 VS

ANSWER

7 Peter Bauer,

8 Defendant.

9 *****

10 Now comes the defendant for his Answer to the
11 complaint of the plaintiff herein:

12 1. Alleges that heretofore and on the 3rd day of March,
13 1910, plaintiff and defendant entered into a written contract
14 for the lease of that certain property mentioned in the
15 complaint herein and upon the terms and conditions mentioned
16 in said complaint herein.

17 2. Plaintiff admits that there is due and owing upon
18 said last instalment under the terms of said lease the sum of
19 One Hundred thirty-two and 60/100 (\$132.60) Dollars.

20 3. Further answering, defendant denies each and every
21 allegation, matter and thing in said complaint contained save
22 and except those allegations in this Answer admitted.

23 I
24 4. Further answering and by way of counterclaim and
25 and recoupment defendant re-alleges all of the allegations
26 contained in paragraphs one and two in the Answer herein.

27 2. Plaintiff further alleges that heretofore and at
28 or about the time the defendant entered into possession of
29 the premises set forth in the lease herein, the plaintiff
30 unlawfully and without right, dispossessed the defendant of
31 the use of those certain three acres of land lying south of
32 the Chicago, Milwaukee & St. Paul Railway Company and along
33
34
35

1 the North boundary of the premises described in the complaint
2 herein, and further described as that part of said farm
3 upon which the Chicago, Milwaukee & St. Paul Railway Company
4 had constructed a spur track which said three acres of
5 land was part of the premises described in the complaint
6 herein and was covered by said lease, the possession and use
7 of which rightly belonged to the defendant herein.

8 3. That during all the life of said lease the plaintiff
9 has unlawfully and wrongfully retained possession of said three
10 acres of land and wrongfully and unlawfully deprived the
11 defendant of the use and occupation of said premises.

12 4. That since the year 1910 and during all the times
13 mentioned herein and during the life of said lease, the
14 plaintiff herein rented the said three acres of land to the
15 Chicago, Milwaukee & St. Paul Railway Company for an annual
16 rental of Fifty (\$50.00) Dollars per year which she has
17 converted and appropriated to her own use.

18 5. That the reasonable rental value for the use and
19 occupation of said three acres was the sum of Fifty (\$50.00)
20 Dollars per year or a total sum of One Hundred fifty and 00/100
21 (\$150.00) Dollars for the use of the said three acres for the
22 years 1910, 1911 and 1912. That by reason of the foregoing
23 defendant has been damaged in the sum of One Hundred fifty and
24 00/100 (\$150.00) Dollars.

25 II.

26 1. Further answering and by way of a second counterclaim
27 the defendant re-alleges all of the allegations contained in
28 paragraphs one and two of the Answer herein.

29 2. Defendant further alleges that a great portion of
30 the land mentioned in the complaint and lying south of and along
31 the right of way of the Chicago, Milwaukee & St. Paul Railway
32 Company so leased including the said three acres, consisted
33 of meadow lands and that during the season of the year when
34 there were heavy rains the water from said rains naturally
35

1 and without hinderance drained off of said premises.

2
3 3. That subsequent to the time the defendant entered
4 into possession of said premises the plaintiff herein as
5 alleged in the first counterclaim herein, entered into
6 possession of those certain three acres set forth in the
7 first counterclaim herein and unlawfully and wrongfully
8 leased the said three acres of land to said Chicago, Milwaukee
9 & St. Paul Railway Company and unlawfully authorized and
10 permitted said Chicago, Milwaukee & St. Paul Railway Company
11 to construct across said three acres and across the premises
12 occupied by the defendant herein, a high dirt embankment for
13 the purpose of constructing on top of said embankment a spur
14 track for its own use.

15 4/ That across said meadow land and across said three
16 acres prior to the construction of said spur track and said
17 high dirt embankment there had been constructed a ditch for
18 the purpose of draining off the water on said meadow lands
19 and that said ditch was so constructed that its lowest part
20 was at or near that part of the farm across which said high
21 dirt embankment was constructed and that the water collected
22 from said meadow lands drained into said ditch and flowed
23 through said ditch and across said meadow lands and in a
24 direction toward said high dirt embankment.

25 5. That the Chicago, Milwaukee & St. Paul Railway
26 Company did construct a high dirt embankment across said three
27 acres and in constructing said embankment no culvert or other
28 method of allowing the water to drain off of said premises
29 was made and that during the years 1911 and 1912 and
30 particularly during the haying season of said years and when
31 the hay on said premises was cut, heavy rains occurred and by
32 reason of the construction of said embankment the water from
33 said rains was unable to flow away and off of said meadow land
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35

1 and consequently remained upon said premises and damaged
2 and destroyed the hay then upon said premises.

3
4 6. That during said times and by reason of the
5 construction of said embankment eighteen tons of hay were
6 damaged and destroyed by the rains occurring during the years
7 of 1911 and 1912 and by reason of all the foregoing defendant
8 herein has been damaged in the sum of One Hundred eighty and
9 00/100 (\$180.00) Dollars.

10 III

11 1. Further answering and by way of a third counterclaim
12 the defendant re-alleges all of the allegations contained in
13 paragraphs one and two of said Answer.

14 2. That during the life of said lease the defendant
15 herein at the special instance and request of the plaintiff
16 herein made certain repairs upon the buildings and premises
17 mentioned in the complaint herein and particularly had a new
18 water tank constructed upon said premises of the reasonable
19 value and cost price of Seventeen and 00/100 (\$17.00) Dollars.

20 3. Defendant further alleges that at the special
21 instance and request of the plaintiff herein he purchased
22 window lights for the use of the buildings upon said premises
23 of the reasonable value and cost price of fifty cents (50¢).

24 4. Defendant further alleges that at the special
25 instance and request of the plaintiff herein he had wall paper
26 hung upon the walls of the buildings on the premises mentioned
27 in the complaint herein of the reasonable value and cost price
28 of Six and 50/100 (\$6.50) Dollars.

29 5. That no part of said sums or any of them have been
30 paid though often duly demanded.

31 IV

32 1. Further answering and by way of a fourth counterclaim
33 the defendant re-alleges all of the allegations contained in
34
35

1
2 paragraphs one and two of defendant's Answer.

3 2. That between May 1st, 1912 and June 1st, 1912,
4 defendant with two men and a team hauled various
5 articles for the plaintiff at her special instance and
6 request and that the reasonable value of said services was
7 the sum of Eight and 60/100 (\$8.60) Dollars.

8 WHEREFORE defendant demands judgment against the
9 plaintiff in the sum of Two Hundred thirty and 00/100
10 (\$230.00) Dollars together with the costs and disbursements
11 herein.

12 P. R. Curran
13 Attorney for Defendant.
14 Young America, Maine.
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(Originals)

DISTRICT COURT
COUNTY OF CARVER

Hermine Sauter,

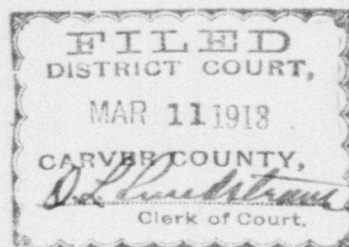
Plaintiff,

vs

Peter Bauer,

Defendant.

ANSWER



P. R. Curran
Attorney for Defendant.
Young America, Minn.
E 123

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STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT.

HERMINA SAUTER

PLAINTIFF

-VS-

PETER BAUER

DEFENDANT.

Said plaintiff for his Reply in the above entitled action respectfully state and shows to the Court:

(I) That he denies each and every allegation of new matter and counter-claim contained in the Answer herein.

Wherefore plaintiff demands judgment as in and by her Complaint herein

W. C. Dull

Attorney for Plaintiff

Chaska, Minn..

District Court
County of Carver,

Complaint herein

Hermina S. Carter
Plaintiff
vs.
Peter Baran
Defendant.

-vs-

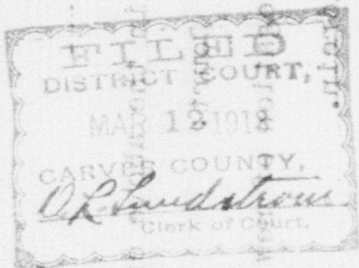
HERMINA CARTER

COUNTY OF CARVER
STATE OF MINNESOTA

PLAINTIFF

RICHARD JUDICIAL DISTRICT.
DISTRICT COURT.

Wherefore plaintiff demands judgment as in and by her
complaint contained in the answer herein.
(1) That she denies each and every allegation
for respectfully stated and shows to the
Said plaintiff for the reasons
herein.



E/23

W.C. Adell
Attorney for Plaintiff

Attorney for Plaintiff

CHAS. W. MINN..

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STATE OF MINNESOTA,

DISTRICT COURT,

County of

Carr

ss.

Eighth

Judicial District

Hermia Santer

Plaintiff

-vs-

Peter Bauer

Defendant

Sir: You will Please to Take Notice. That the issue

Fact

in the above entitled action will be brought on for

trial

at the next

General

Term of the District Court to be held in and for the County of

Carr

at the Court House in the

City of Chaska

in said County on the

10th

day of

March

A. D. 1913,

at the opening of said Court on that day, or as soon there-

after as counsel can be heard.

Dated

Feb

1913

Yours respectfully,

W. C. Dunn

Attorney for

Plaintiff

To

P. R. Curran Esq

Attorney for

Defendant

District Court,

815

Judicial District

County of

Carver.

Hermine Sauter
Plaintiff

vs

Peter Bauer
Defendant

Notice of Trial.

Due service of the within Notice is
hereby admitted this
day of 19
at

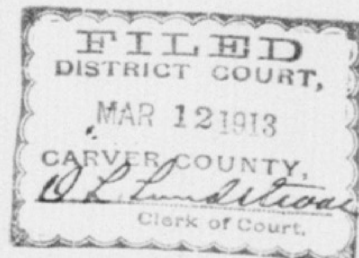
Attorney for

W. C. Hull

Attorney for

Plaintiff

200—FREE PRESS PRINTING CO., HARRATO, WIS. —10-10-500



E123

STATE OF MINNESOTA,

DISTRICT COURT,

Carver

Eighth

Judicial District

Hermania Sauter

Plaintiff

No. 11

Against

List of Jurors.

Peter Bauer

Defendant

Attorneys Mark Here

NAMES

REMARKS

1

J. F. Campbell

2

Martin Kitcher

3

William Roepke

4

Cornelius Staker

5

Frank K. Mueller

6

B. B. Mielke

7

H. S. Hamman

8

George Schlenk

9

Joseph Rademacher

10

Aug. Mantzfel Sr

11

Henry Starns

12

William Hatz

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No. 11

STATE OF MINNESOTA,

County of *Carver*

DISTRICT COURT.

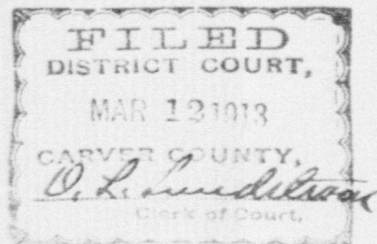
Hermania Sauter

Plaintiff

Against

Peter Bauer
Defendant

JURY LIST.



No. 982.

E123

Left
at 1

Minneapolis Minn.

June 17 to April 1912

Walter Linn

St. Paul, Minn.

Dear Sir: I have the honor to acknowledge the receipt of your letter of the 17th inst. in relation to the matter of the purchase of the land for the proposed new bridge over the Mississippi River at St. Paul. I am sorry that I am unable to give you a more definite answer at this time, but I am sure that the matter will be settled soon. I am, Sir, very respectfully,
Yours truly,
Walter Linn

Walter Linn

FILED
DISTRICT COURT,
MAR 13 1913
CARVER COUNTY,
MINN.
Clerk of Court.

E/23

State of Minnesota,

County of

Carver

} ss.

IN DISTRICT COURT OF SAID COUNTY,

Judicial District

5th
March Term, 1913

Term, 1913

IN THE MATTER OF

Hermania Sauter
vs. PlaintiffPeter Bauer
Defendant

We, The Jury in the above entitled action, find in favor of the plaintiff and assess *new*
 damages in the sum of *One Hundred thirty*
four and 41/100 DOLLARS.
 1.0

Fred J. Hamann
 Foreman.

Dated at

Chaska

this

13th

day of

Mar

A. D. 1913

DISTRICT COURT

Judicial District

Term, 19

State of Minnesota,

County of

ss

VERDICT FOR PLAINTIFF

In the Matter of

Hermania Sauter
vs. Plaintiff

Peter Bauer
Defendant

Filed in open Court the

13th

day of

March 1913

O. Lundström
Clerk.

No. 863

E 123

State of Minnesota, }
 County of Carver } ss. Eighth Judicial District.
Hermia Sauter Plaintiff

Peter Bauer Defendant

AMOUNT OF JUDGMENT OR VERDICT.

Amount of Judgment or Verdict, - - - - - \$ 134.46
 Interest on same from the Plaintiff's day of 1 - - - - - \$

Statutory Costs, - - - - - \$ 10.00

2 Affidavits, - - - - - \$ 50
 Acknowledgments, - - - - - \$
 Sheriff's Fees, - - - - - \$ 3.00
 Jury Fees, - - - - - \$ 3.00
 Clerk's Fees (to be taxed), - - - - - \$ 5.75

WITNESS FEES, VIZ.:

(Give name of each Witness, Residence, Number of Days and Dates of Attendance and Number of Miles Traveled.)

NAMES.	RESIDENCE.	NO. DAYS ATTENDANCE.	DATES OF ATTENDANCE	NO. MILE TRAVELED.	
<u>Carl Hesse</u>	<u>Cologne</u>	<u>2</u>	<u>Mar 12-13</u>	<u>18</u>	\$ <u>3.08</u>
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$

The above Bill of Costs and Disbursements taxed and allowed at - - - - - \$ 25.33

Dated March 22nd 1913 Total Amount, \$ 159.74
W. C. Lindstrom Clerk

AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota, }
 County of Carver } ss. W. C. Lindstrom
 being duly sworn, says on oath, that he is the Attorney of the plaintiff in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said plaintiff in the above entitled action, and that the foregoing items of disbursements, and each item thereof, have been actually and necessarily paid or incurred therein, by and on behalf of said plaintiff; and that each of the above named witnesses was a material witness for the said plaintiff in said action, and was duly sworn, and testified on the trial of said action, on behalf of said plaintiff. That each of said witnesses actually and necessarily traveled the number of miles above set opposite his name, in going from his said place of residence to, and returning to said place of residence from, the place of trial of said action, and for the purpose of so testifying, actually and necessarily attended said Court the number of days and on the dates hereinbefore stated; and that the residence of each of said witnesses is at the place above stated. That said witness was not sworn because defendant's claim was dismissed

Subscribed and sworn to before me this
17th day of March 1913
W. C. Lindstrom
 Notary Public, Carver County Minn.
Clerk Dist. Court

NOTICE OF TAXATION OF COSTS.

State of Minnesota, }
County of Carver } ss.

DISTRICT COURT,

Judicial District.

Hermia Sauter

Plaintiff

Peter Bauer

Defendant

Sir: Please Take Notice, That on the 22nd day of March 1913
at 10 o'clock A.M., application will be made to O. L. Lundstrom Esq.,
Clerk of said Court, at his office in the Court House in the City
of Chaska in the County of Carver and State of Minnesota, to have the
within bill of costs and disbursements taxed and inserted in the judgment then and there to be entered
herein.

Dated March 17th 1913

Yours respectfully,

W. C. Bell

To P. R. Curran Esq.
Attorney for Defendant

Attorney for Plaintiff

District Court,

Eighth

Judicial District,

Carver

County of

Hermia Sauter

Plaintiff

VS.

Peter Bauer

Defendant

Notice of Taxation of Costs and Bill of
Costs and Disbursements.

Due service of the within bill of disburse-
ments and affidavit to same, and notice of
taxation thereof, by delivery of copy
thereof, is hereby admitted this

day of 190, at

Attorney for

Filed this 17th day of March

A. D. 1913

O. L. Lundstrom
Clerk.

No. 13

W. C. Bell
Attorney for Plaintiff

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State of Minnesota, }
COUNTY OF CARVER. } ss.

DISTRICT COURT.

Eighth Judicial District.

Hermania Sauter

vs.

Plaintiff.

JUDGMENT

Peter Bauer

Defendant.

The above entitled cause came on duly for trial by the Court and a jury duly impaneled and sworn to try the issues between the parties thereto on the 12th day of March 1913.

W. C. Odell, Esq., appeared in behalf of the plaintiff, and

P. R. Curran Esq., appeared in behalf of the defendant. The said jury, having heard the evidence, the arguments of counsel, and the instructions of the Court, on the 13th day of March

1913, duly rendered their verdict in substance as follows: "We, The Jury in the above-entitled entitled action, find in favor of the plaintiff and assess her damages in the sum of One Hundred thirty four and 41/100 Dollars."

Now Therefore, Pursuant to said verdict and on motion of W. C. Odell Esq.,

attorney for said Plaintiff

IT IS ORDERED, ADJUDGED AND DETERMINED, That and the Judgment of this Court is that the above named plaintiff have and recover of and from said defendant the sum of One Hundred thirty four and 41/100 Dollars (\$134.41) together with his Costs and Disbursements herein taxed and allowed at the sum of Twenty five and 33/100 Dollars, amounting in the whole to One Hundred Fifty Nine and 74/100 Dollars, and that she have Execution therefor.

Witness the Hon. P. W. Morrison Judge of said Court

and the seal thereof this 22nd day of March 1913.

P. R. Curran
Clerk.

2.

1883

1883

L. A. HOLLAND

and upon motion, the court do hereby decree, that the
plaintiff be and he do hereby consent to the
dismissal of the said motion, and that the
costs of the said motion be paid by the
plaintiff, and that the said motion be
dismissed with costs.

1883

L. A. HOLLAND

and upon motion, the court do hereby decree, that the
plaintiff be and he do hereby consent to the
dismissal of the said motion, and that the
costs of the said motion be paid by the
plaintiff, and that the said motion be
dismissed with costs.

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L. A. HOLLAND

L. A. HOLLAND

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1883

1883

DISTRICT COURT,
COUNTY OF CARVER.

Hermana Sauter
Plaintiff

AGAINST

Peter Bauer
Defendant

JUDGMENT ROLL.

Filed *March 22nd* 1913

O. L. Landstrom
Clerk of the District Court.

LOUIS F. DOW CO., ST. PAUL.

(D 429)