



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

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No. 3437
-224-

**DISTRICT COURT,
CARVER COUNTY, MINN.**

G. E. Hurschke

Plaintiff

*School District No 32 Carver
County, Minnesota*

Defendant

Hubert T. Park

Plaintiff's Attorney

Defendant's Attorney

Date of Entry *June 5th* 1915

Register of Actions *E* Page *224*

Term Tried *March Term 1917*

Judgment for *Plaintiff*

Bill
Amount of Judgment, \$ *141.17*

no judgment entered
Date of Judgment 191

Judgment Book Page

Default Judgment Book Page

Date of Docketing 191

EIGHTH JUDICIAL DISTRICT:
Hon. C. M. Tift, Judge
Glencoe, Minnesota

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

NATURALIZATION DAYS:
Second Monday in March
Second Monday in October

O. L. LUNDSTROM

CLERK OF COURT

CHASKA, MINN.

inst from Jan. 8-1915 to June 20th 1917
at 6% = \$8.66
or inst for 3mo = 88 cents.

figured inst from date of verdict
as jury is supposed to figure up
what is coming to party including
interest

58.90
 .88 inst

 59.78

 1915-1-8 20
 1917 6 20
 2.5-12
 10.00
 " 50
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 21.94
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1915 1.00
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 1916 11.04 " 79.22
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 3-200
 Mar 20 - 1917
 6 40
 1.6
 1.04
 0.51

NATURALIZATION DAYS:
Second Monday in March
Second Monday in October

O. L. LUNDSTROM
CLERK OF COURT
CHASKA, MINN

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

EIGHTH JUDICIAL DISTRICT:
Hon. C. M. Tift, Judge
Glencoe, Minnesota

See Inventory
Herman Luvado

1837

384

1872-1877.

~~22~~
4 days

7.70

26 Thomas
226
175
187

368 miles
136 "
504 "

30.24 eastward
19.00 west
49.24
5.00 fuel
54.04
5.00 fuel
59.04
136 "

184
184
368 miles
22.08 "
14.16 "
36.24
19.00
55.24

18.16
55.24
4.00 witness fee
61.00
65.24

HOTEL H. McKAY Mc KAY BROS. PROPS.

AMERICAN, \$2.00 UP
EUROPEAN, \$1.00 UP
TURKISH BATH IN CONNECTION

*refl
ver*

COR. FIRST ST. AND FIFTH AVE., WEST.

Duluth, Minn.,

9/1

1911

H. Snyder Architect
Estimate of labor and
material cost in Watertown
School house

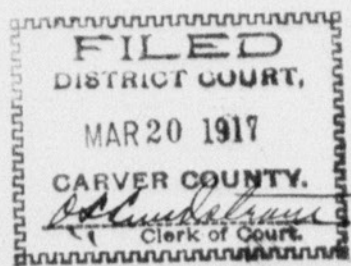
roof & Dapple block	\$400-
carriage & smooth iron work	900-
lath & plastering	900-
hardware	150-
Mill work	450
Total	\$2800 ⁰⁰

C. E. Mische

4/2800
700
12000
600
1800

*Fourth Estimate
Sep 7-1911*

224



E 224

Illegible
(Light Ink)

SPECIFICATIONS
OF MATERIALS, AND LABOR, NECESSARY IN THE ERECTION AND COMPLETION OF
TWO STORY & BASEMENT BRICK SCHOOL BUILDING.
FOR DISTRICT NO 32., CARVER. COUNTY. MINN.

According to the accompanying plans and specifications as furnished by R.E. Marshall, Architect, 92 7th St South. Minneapolis, Minn.

These plans are drawn to a scale of 1/4 inch to the foot except where other wise stated, and referred to herein, consisting of the following drawings, viz;:

Plans for the Foundation and Basement:

" " " First and Second Floors.

Elevations Front, Rear, Right and Left

Sectional Details, and plans for Roof.

And all necessary details to complete the building.

All to be under the supervision of the Architect, R.E. Marshall or in his absence, the Owner's and building committee will have full charge of the work untill completed.

Where (Owner) is mentioned it applies to all members of the School Board, and Building Committee. In these specifications.

The Contractor shall furnish all materials, labor, transportation, scaffolding, utensils, etc; of every discription required for the full proformance of the work herein specified, except as other wise particularly mentioned.

The Contractor shall lay out his work and be responsible for it's correctness. He shall keep a competent ferman on the premises. He shall not sublet any part of the work with out the consent of the Architect or the Owner's. The Contractor shall obtain all necessary permits to carry out his work, paying the lawful fee there-fore. He shall give to the proper authorities all requisit notice required relating to the work in charge. He shall afford the Architect and the Owner's every facility for inspection of the work and materials at all times. Also to have access to the building and premises at any and all times.

Sheet #2.

He shall be responsible for all violations of the law or damage to property caused by him or his employees, and shall properly protect his work during it's progress. The Contractor shall verify all measurements given on the accompanying drawings.

(1) WORK AND MATERIALS:.

All materials to be used are to be of the best of their several kinds and quality as herein specified. All labor to be performed in the best work-man like manner by skilled work-men both to be subject to the approval of the Architect and the Owner's. All materials must conform with the laws, rules, and regulations in force in the locality in which this building is to stand. Any thing herein after specified to the contrary not with standing.

(2) Special notice to Contractors.

It is to be strictly understood by the Contractor doing this work that there will be no intoxicating liquors drank or brought on the premises or works during the entire construction of the building.

(3) DETAIL DRAWINGS:

Full sized will be furnished as the work progresses, in their preparations (minor modifications may be made which does not materially effect the cost of execution, and they will be delivered to the Contractor upon request after the award of the contract. All the drawings are intended to co-operate with and form a part of the specifications and accompanying contract. Where figures are given they are to be followed in preference to any measurements by scale. Any thing which is not shown on the drawings, but which is mentioned in these specifications, or vice versa or any thing not expressly set forth in either, but which is reasonably implied shall be furnished and performed, and the same as though specially shown and mentioned in both.

(4) INSPECTION:.

The Architect and the Owner's reserves the right to inspect all the materials to be used at any time during the course of construction. Whether materials be on the ground or in the factory.

✓

(5) CHANGES:.

No changes or alternations shall be made involving change in cost, unless ordered by the Architect in writing, setting forth fully the nature and extent of the change, the terms and conditions under which it is made.

to which the assent of both the Owner's and the Contractor is attached.

It is also to be understood that any changes made does not render void the original contract bond or any part thereof.

The Contractor shall not make any changes in the plans with out first getting the consent of the Architect to do so. Should any thing be omitted from the drawings or these specifications, which is necessary to a clear understanding of the same or should any error appear in either of the various instruments furnished or the work done by sub-contractors effecting the work, included in this specifications, it shall be the duty of the General Contractor to at once notify the Architect or the Owner's. In the event of the General Contractor failing to give notice, he shall make good to or defects in the work caused there by.

(6) ARBITRATION:.

Should any dispute arise respecting the true meanings of the drawings and specifications, the same shall be decided by the Architect, and his decision shall be final at all times.

(7) ACCEPTED AND REJECTED MATERIALS:.

The decision of the Architect, or the Owner's will be final relative to the work or materials furnished, and that rejected is to be removed promptly from the site. It will be understood, however, that every item in place in the building which is covered by payment, is considered, and will not be later rejected, unless defect shall develop which was not visible prior to the payment; and when, for such cause, materials is rejected, the entire expense incident to replacing the material, is to be born by the contractor.

The Contractor is to be responsible for the protection not of all materials delivered on the site, but also all materials in place untill the final exceptance of the building as evidence of the final payment on the contract and the delivery of the structure to the Owner's

(8) INSURANCE:.

The Owner's is to have the building insured, made payable to the Owner's and the Contractor as their interests may appear.

(9) PAYMENTS:.

Payments of ~~85%~~^(executed) per cent of the value of the work and satisfactorily in place, based on the estimate value thereof as given by the Contractor to the Architect, this estimate is to be delivered on the first day of each month, and the payment of ~~85%~~^{day} per cent of this estimate will be paid said Contractor on the ~~the~~ tenth of each month until the completion of the building.

(10) CITY LAWS:.

The Contractor, without the intervention of the Architect or the Owners is to comply with all the city ordinances for the regulation of the building on private property and temporary use of high ways beyond the building line.

(11) CONTRACTOR'S FOREMAN:.

The Contractor is to have a representative fully empowered to act in all cases for him (in his absence) on the site, and neither the Owner's or Architect will give to any one except said Contractor or his foreman any direction or instructions. Should such representative not give proper attention to such direction or instructions, such neglect will be sufficient cause for refusal on the part of the Owner's to make further payments, until the settlement of the question involved.

(12) THE SPECIFICATIONS:.

It is the intention that this specification shall cover those material points only which the drawings are not competent to cover; and the fact that certain items are indicated on the drawings and not mentioned herein will not relieve the Contractor from furnishing them. It is the intention that the drawings and this specification shall co-operate that all matters in connection with the proposed structure necessary for making accurate estimates for the completion of the building, shall be fully set forth. There are, however, certain operations and materials necessary for the construction, and unless these are of unusual nature no mention thereof will be made

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But such fact will not relive the Contractor from his obligations to provide all items.

(13) THE ARCHITECT:.

The Architect is to be the technical adviser to the Owner's , And have General direction and over sight of the building operation, with the right conceded by both Owner's and Contractor to accept or reject final materials or workman ship, to decide the amount due at each payment period, and to determine when the Contractor has complied with the conditions of his agreement, He is not to be responsible for such items as whether or not liability for liens exists, or for such other matters of business details as do not require technical training to Architectural practice. As the Architect must depend on the clear requirements for the drawings and specifications for his authority in exercising his duties, It is desirable that all questions which may arise be fully settled therein, as far as practicable, before the submission of bids, therefore all parties who propose to submit bids should , in writing, call attention to any points which in their judgement are not fully explained by the drawings and specifications, at least six days before that set for the receipt of proposal, and such questions with replies there to will be forwarded to each prospective bidder. And the failure of any bidder to ask for supplementary information will be construed, after the award of the contract, as barring him from demurring from any ruling which in the opinion of the Architect is justified by the contract requirements.

Any question of a technical character which may arise between the Owner's and the Contractor, The Owner's will be governed by the decision of the Architect.

(14) TIME FOR COMPLETION:.

The time for completion of the work will be August 15th- 1911, and it will be a condition of the contract that there will be a deduction from the final payment the sum of as liquidated damages for each days delay after the expiration of such period untill the final exceptance of the work by the Architect, and it's delivery to the Owner'.

(15) CLEANING UP:.

At the completion of the work the Contractor must clean out the building removing all dirt and rubbish, both in and around the building and to remove from the premises and adjacent streets, all materials and machinery pertaining to the work. The Contractor is to clean out the building at least once a week from shavings and etc; to prevent damage by fire or other wise. The Contractor being bound to remove all improper work or materials upon being notified to do so by the Architect or the Owner8s within forty eight hours after receiving notice to that effect.

(16) RETURN OF INSTRUMENTS:.

The drawings and specifications furnished for this work are to be considered instruments of service, and are to be used for this building only are the property of the Architect and must be returned to him immediately on the completion of the work set forth herein.

(17) CO-OPERATION:.

Each Contractor is to co-operate with other Contractors doing work on the building, so that as a whole the job shall be a complete, and finished one of it's kind, and shall arrange and carry on his work in such a manner that any of the cooperating Contractors shall not necessarily hinder in the progress of his particular work, And when his work or any part thereof is finished, he shall remove from the premises all tools, machinery, debris, etc; And so far as he is concerned leave the building, and adjacent premises clear, and free from obstruction and hinderance.

(18) LOCATION:.

The Contractor shall lay out the building from the drawings, and under the directions of the Owner's and furnish and put in place stakes or batter boards as may be necessary. All measurement to be taken from the plans.

(19) SURVEYING:.

The Owner's will have the lot surveyed if necessary and furnish the usual lines and levels, The Contractor to stake out the foundation.

(20) EXCAVATING:.

The Contractor will excavate the basement and footings, drains, etc., of the dimensions as shown on the plans and sectional drawings, and to place all footings below the present level of the lot. All dirt that is removed from the basement is to be dumped on the lot as directed by the Owner's, keeping the top soil separate from the clay or sand, and to do any other excavating necessary to carry out the work specified.

The grade line shown in the drawings is to be the established grade or line to which the ground is to be graded and is not to be taken for the present grade line of the lot. The Owner's will grade the lot after the completion of the building.

MASONS SPECIFICATIONS.

SEE GENERAL CONDITIONS AT THE BEGINNING OF THIS SPECIFICATION.

(1) FOOTINGS.

Footings are to be placed under all outside walls and inside masonry walls, piers, and chimneys. All footings are to extend on each side of the walls or piers, 6" inches and to be not less than 12" inches in thickness of well mixed concrete.

(2) FOUNDATION.

All foundation walls are to be of the thickness as marked on the drawings and to be constructed of thoroughly mixed concrete.

(See plans). All inside masonry walls, piers, chimneys, etc; are to be of well burned brick from footings to joint line. (See sections).

(3) CONCRETE.

Concrete in all foundation walls where concrete is called for shall

be mixed (1) one part Atlas Portland Cement (2) two parts clean sharp sand, (4) four parts broken stone or clean gravel, of such size as will pass through a 2" inch ring.

The footings may have coarse stone or gravel, but to be same mixture. Same must be well grouted with Atlas Portland Cement and sand. In mixing the concrete the cement and sand shall be thoroughly mixed before the water and stone are added. All concrete shall be properly rammed or puddled in place, and allowed to set without being disturbed. All concrete shall be conveyed and deposited in place in such a manner that no distinct separation of the different elements will occur, and should such separation occur it shall be immediately remixed and deposited in place or not used.

All concrete shall be deposited in place as soon as possible after being mixed, obtaining a thoroughly homogeneous mass. Before the placing of the concrete is suspended the joints to be after wards formed shall be made in such a place and in such a manner as will not injure the strength of the complete structure. No concrete shall be used that has attained its initial set before being placed.

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Contractor is to place wires #10 Galvanized wire in concrete for bonding facing blocks to same, anchors to be placed 12" inches on center and one row of anchors for each (3) courses of facing block.

All foundation or basement walls are to be constructed of concrete up to joist line, leaving an offset of 5" inches at the grade line to receive the veneer work on side walls (See section detail). All inside walls (Masonry), chimneys, fresh air flues, and vent flues, etc; are to be constructed with a good grade well burned Twin City brick or its equal. The inside basement walls may be constructed of concrete same as out side walls, if contractor so desires.

All inside basement walls, chimneys, vent flues and fresh air flues are to have concrete footings, placed under the same 12" inches deep and same to extend at least 6" inches on each side of the masonry.

(4) CHIMNEYS AND VENT FLUES.

Construct all chimneys, fresh air flues and vent flues, where shown on drawings. All to be of the dimensions and sizes as given. Same to be constructed of good well burned common brick laid in lime mortar.

All fresh air flues and chimneys are to be plastered on inside, all chimneys and vent flues exposed above the roof are to be faced with same brick or facing tile as used in the exterior of the building. All chimneys and other brick work above the roof to be flashed with #26 Galvanized Iron (See specification for roof).

All openings of foul air vent flues are to be taken off at the floor level. All openings from fresh air flues are to be placed 7' feet from the floor to bottom of opening, (see section).

Cover all vent flues with Galvanized iron hood, as shown on elevation.

The contractor is also to furnish and put in place all Galv Iron vent flues from toilet rooms and coat rooms etc; as shown and called for on plans and details, same to be constructed from #26 Galvanized iron and to extend above ceiling of second story.

(5) WALL FACING ABOVE GRADE.

All out side walls of basement, entrances, pilasters etc;, are to be veneered or faced with the Twin City Inter Locking Terra Cotta facing blocks. No.....

Sheet # 10.

All exterior brick to be laid with brick layers cement mortar.

(6) STONE WORK.

All stone work shown and called for on plans and these specifications shall be made from Carthage Superior Lime stone or its equal. All stone work shall be sawed stone, which will include all window sills, water table or sill course, arches over entrances, wall coping etc; where called for on drawings. All window sills are to be lug sills. All stone work to be free from checks or cracks, all stone work to be anchored to brick walls with 3/16" x 1" inch strap Iron anchors (See detail).

(7) WALL BACKING.

All out side walls of the building above first floor joist line are to be backed with Twin City Hollow brick or equal all to be well burned brick laid in lime mortar, Wall backing to start on top of concrete foundation. Anchors may be turned over all windows that do not have a bearing of joist, All windows that have a joist bearing shall ^{have} one 6" x 4" x 3/8" -L placed over same to receive joist and brick work, (See plans)

(8) BRICK ANCHORS.

All facing block to be securely anchored to the backing with Twin City wall anchors. Same to have anchors every 4 courses of blocks one anchor to each block.

(9) COAL CHUTE.

The contractor is to furnish and set in place where shown on drawings Two Majestic Steel coal chutes, size 18 x 22 inches.

(10) MORTAR COLOR.

Twin City Mortar Color is to be used in all the exterior brick work color to conform with the shade of Tile used.

(11) WATERPROOFING CONCRETE WALLS

All out side foundation walls above the footings up to grade line are to be water proofed with Cersit water proofing, and to be used according to the directions of the manufactures.

Twin City Brick Co, being the agents, St Paul Minnesota.

EXTERIOR BRICK WORK

Basement of building from grade line to stone watertable course to be constructed of Twin City Hollow facing # IIII9- Block.

All exterior tile masonry work above water table course to be constructed of Twin City facing tile #318. Use numbers as called for on elevations for trimming, all tile to be laid with 3/8" inch joints of Carneys Brick Layers Cement mortar.

The contractors figuring this work are also asked to give separate bid on the building using Twin City face brick #III9-B for base ment above grade to water table and 912-#2 Twin City face brick for all brick work above water table course as shown and called for on drawings, same to be laid with 3/8" inch joints of Carneys brick layers cement mortar, mixed as follows. (1) one part cement (2) two parts sand. All face brick to be securely anchored as before mentioned.

Sand:

The sand to be used for mortar in this building, for cement mortar and plastering must be clean grit sand, free from loam and dirt, and shall not contain any perceptible amount of clay or other soluble matter

LIME MORTAR.

All lime mortar used in this building to be well slacked Shakopee lime or Brown Hydraulic Lime.

VENT HOOD FOR LABARATORY

Contractor is to build in Labaratory Vent Hood in the foul air flue, where instructed by Architect, same to be 12" inches deep 14" inches wide and 18" inches high, fitted with wire glass sliding front, Also same to have Galvanized Iron frame for to receive glass door and glass same to be arranged so that glass will slide upward.

SPECIFICATION FOR CARPENTER WORK.

SEE GENERAL CONDITIONS AT THE BEGINING OF THIS SPECIFICATIONS.

(1) MEASUREMENTS.

All measurements and figuers are to be taken from the plans and details where figuers are omitted the carpenter will accuratly scale and measure the same accoring to the given scale. Always verifying all measurements.

Where grades of lumber are not other wise mentioned use number one long leaf Yellow pine, and any other material may not be use, unless, approved by the Arcjitect, or the Owner's.

(2) JOIST.

All joist are to be placed as marked on drawings, and of their different sizes as given an the drawings, with bearings on all supporting walls of 4" inches. When in brick walls, the ends are to be beveled as shown, so that the upper edge is just on a line with the inner side of the brick in no case shall these joist have a bearing of less than 4" inches on any brick work.

All joist in the building are to be #1 one clear Fir ,

All joist to be spaced as shown and marked on floor plans, (dotted lines on floor plans are to indicate directions joist are to run)

No changes shall be made with out the consent of the Architect.

All trimmers are to be doubled, and al headers over 6' feet in lenght are to trippled to prevent deflection of any joist.

Every fourth joist in the brick work is to be anchored there to by a strap anchor extending (2) feet on the the lower edge of the joist and to extend to the innesrside of the face brick work. acuer ends to have 1/2" inch rod not less than 8" inches in length running up right wirh the brick work. Said strap to have (4) holes punched in the strap and nailed to the joist with 20-D nails. and bent over on the oppsite side. All joist running parralell with the brick walls are to be anchored every 8' feet with same anchor, and extending across at least (3) joist, spiked to each joist with 20-D nails. All joist on first, and second flo rs to have two rows od cross bridging to each span of joist up to 25 feet in span, with 2" x 2" inch staff with tye 10-D nails at each end.

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(3) STUDDING.

Studding of all frame partitions on first and second stories are to be constructed from # one Yellow Pine, all studding are to be of 2" x 6" placed (1) foot 4" inches on centers. All studding on first and second story partitions are to have one line of 2" x 2" inch single bridging in the height of each story, this bridging being set in center of studs, studs to be spaced and centered before nailing bridging.

(4) FLOOR LINING.

The floors on both the first and second floors are to be covered with number (2) shiplap boards, laid diagonal across the building and to have not less than (2) 8-D nails to each joist.. All linings to be laid tight and to be laid as the building progresses. Joist to be centered and spaced and bridged before the lining is laid. Bridging is not to be nailed at the lower side until after the rough floor is completed.

(5) SETTING OF FRAMES.

The Contractor is to set all window and door frames in the brick and stone walls plumb and true also try them from time to time to see that they are not moved from their places. Securely anchor all doors frames to the brick work.

(6) PARTITIONS.

Set all frame partitions as shown on the plans straight and plumb , All frame partitions are to have 2" inch plates placed on the rough floor securely spiked to the joist for the studding to rest on. All frame partitions to be capped with (2) 2" inch plates (See plans for frames).

(7) WINDOW SASH.

All window sash are to be fitted with double windows as shown in plans and detail , Out side windows sash are to be 1-3/4" inch sash and inside sash (Windows) 1-3/8" inch sash , all sash are to be made from clear well seasoned white pine, all sash to be free from knots, sap, and other defects. All windows are to be hung on Silver Lake Sash cord and weights.

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These sash apply to all windows for basement, first and second stories unless other wise shown or particularly mentioned here after.

(8) WINDOW FRAMES.

All window frames are to be constructed as per detail, all to be box pocket frames fitted with necessary antifriction pulleys and pockets, all frames are to be made from # one Northern Pine.

(9) OUT SIDE DOOR FRAMES.

All out side door frames are to be made of clear white Pine and are to be constructed as per detail, All door frames to be casurely anchored in the brick work.

(10) FINISHED FLO RS.

All finished floors above the basement , for Vestibules, Enterances, floors for First and Second story , library and office to be laid with clear maple flooring 2-1/4" inch face , same to be blind nailed with 8 penny flooring nails at each joist, floors to be left smooth and clean ready for floor finish or oil

(11) FLOOR DEADENING.

Under the finished flo rs on first and second stories place one layer of Acme Keystone Hair Insolater, weighing not less than 60 lbs to the bail of 500 sq ft or its equal.

(12) STEEL WORK.

The steel work to be used in the construction to be taken from the drawings, all steel work to have one coat of mineral paint applied before being placed in the building, painting to be done by the parties furnishing the steel work (See plans for steel.)

(13) BASEMENT FLOORS

All basement floors are to be cemented 3" inches in thickness, bottom to be constructed of cement (1) one part to (4) parts of clean gravel The same to have top finished with 3/4" inch Portland cement and gray sharp sand, and troweled to an eveness.

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Sheet #14.

(14) DRAINING AND TILING OF BASEMENT.

The Contractor is to place in the basement two tiers of 4" inch drain tile under the floors of the basement same to extend the entire length of the basement and connect with the sewer or dry well out side the building. This applies to the draining of the basement floor only, no it is to be understood that no toilet plumbing is to be attached to this tile.

(15) CORNICE.

All cornice are to be constructed as shown on plans and elevations where Galvanized Iron is called for same shall be made from # 26 galvanized iron. The contractor is to place all necessary wood look-outs in the brick work to properly receive the galvanized cornice.

(16) ROOF SPECIFICATION.

The contractor is to construct the roof according to plans and sections slope of roof to be as shown on sections, All roof joist are to be #1 yellow pine or fir, 2" x 10" inches placed 16" inches on centers, all spans up to 10 feet are to have one row of 1" x 2" inch cross bridging all spans of joist over 10 feet to have two rows of bridging.

Over the joist place #2 pine 6" dressed and matched flooring same to be laid tight and to be securely nailed with (2) 10-D nails to each joist. Over the sheathing lay a 5 ply Pitch and Gravel roof according to the following specifications.

(17) PITCH AND GRAVEL.

There shall be (1) one thickness of sheathing paper or unsaturated felt five (5) thicknesses of Tarred Felt weighing not less than Fourteen (14) pounds per one hundred (100) square feet, single thickness, and not less than one hundred and twenty (120) pounds of Coal Tar Pitch, and not less than four hundred (400) pounds of H Gravel or three hundred (300) pounds of Slag from 1/4 to 5/8 inches in size and free from dirt. Per one hundred (100) square feet of completed roof

The material shall be applied as follows: First, lay the sheathing or unsaturated felt lapping each sheet one (1) inch over the preceding one, Second, lay the

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Sheet #15.

Second, lay two full thicknesses of Tarred Felt, lapping each sheet seventeen (17) inches over the preseding one, and nailing as often as maybe necessary to hold the sheets in place until remaining felt is applied. Third, coat the entire surface of this two-ply with hot Pitch mopped on uniformly. Fourth lay three (3) fullthicknesses of Felt lapping each sheet twenty-two (22) inches over the preceding one, mopping with hot Pitch the full width of the twenty-two (22) inch lap between the plies, so that in no case in the last three plies shall Felt touch Felt. Such nailing as is necessary shall be done so that all nails will be covered by not less than two(2) plies of felt. Fifth, spread over the entire surface of the roof a uniform coating of Pitch, into which while hot, imbed the Gravel or Slag. The Gravel or Slas in all cases must be dry.

(18) FLASHING.

The flashing of the brick walls and chimneys for to receive the roof use Campfields Raggle block # 100, same to be calked with oakum and Raggle Cement . See detail. Flash from down spout 2' feet square of copper same to be calked in down spout.

(19) SCUTTLE DOOR.

The contractor is to place in the libaray a scuttle door size 30" x 30" and to be fitted with hinges to raise up, same to match other finish of libaray. Frame work to be cased around over the plastering. Also p place door of the dimentions directly above in the roof and to be fitted with tight cover, edges of cover to extend 3" inches down over the frame work, Same to have large hook and eye for fastening to the frame work .

(20) LATHING.

All basement ceilings and frame partitions in toilet rooms are to be lathed also all ceilings and frame partitions on first and second floors both entrances, office and library. All lath used must be number (1) pine lath free from red knots, bark, and well seasoned, brake joints at every 18" inches. Place lath 3/8" inch on ceilings and but a very little closer on side walls. No lathing through angles allowed. All angles and corners to be made solid by the carpenter before lathing is begun. All lath to be nailed at each joist or stud with (3) penny course nails.

(21) WIRE LATH OR EXPANDED METAL.

Use metal lath or expanded metal where frame lathed partitions join brick walls, by running strip of metal lath extending at least 3" inches on each partition or wall. Also use expanded metal lath over all girders or beams, also at all places where necessary for protection of plastering

(22) BASEMENT PLASTERING.

Plaster ceilings only in the following rooms of the basement boiler room, fuel room, fresh air room and ~~other~~ rooms. All the hallance of basement rooms, and Halls of basement plaster side walls and ceilings. There is to be Portland Cement Wainscoting 4 feet from the floor in all basement rooms, and Halls, where plastering is called for. All other plaster to be Zenith or equal Hard Wall cement plaster, all to be (3) coat work, finish coat to be gray sand float finish coat.

All plaster all walls and ceilings of all rooms, halls, ward robes, office, library, closets etc; on first and second stories and landings, also ceilings of the two main entrances. All plaster is to be fresh and to be shipped direct to the job, plaster to be Zenith Hard Wall Plaster or its equal. All plaster work called for on this job to be (3) coat work, Third or finish coat to be floated with gray sand leaving a first class job of finish ^{sand}. All corners are to be cut through the plastering from floor to ceiling to prevent cracking.

(23) GROUNDS.

Grounds are to be placed $3/4"$ x $7/8"$ on all lathed partitions around the openings so that $3/4"$ inch being allowed for lath and plaster. All exposed corners are to have universal corner bead from floor to 8 ft in height, same to be securely fastened to the studding or brick work, same to be set plum and true. It is also to be understood by the contractor doing this work that all corners and angles are to be run straight and plumb, Also finish coat to be free from cat faces and darby marks.

Plaster stair case as shown in sections, 28" inches high

BLACK BOARDS.

The Owner's will furnish and set all black boards, same not to be included in this contract. The contractor is to furnish and place in each class room where shown on plans, all chalk rail as per detail. Chalk rail on first floor to be placed ^{feet} (2) feet from floor. Chalk rail on the second floor to be placed (2) 6" from floor. Owner's will furnish and set slate.

for. The contractor is to put in rib plate glass in all the basement windows unless, other wise instructed. Also furnish and set D.S.A.A. glass in all doors leading from Halls to class rooms, also in transoms, set same in doors and partitions windows of office, library and laboratory as shown on details and sections. All glass to be securely set and puttied with best grade of putty.

(26) NAILING BLOCKS.

The contractor is to furnish the Mason contractor with all necessary nailing blocks, also see that they are placed in the brick wall as called for. In all brick work wooden blocks are to be placed not more than (2) feet apart around all windows or doors openings in the basement and first story where necessary, also place wood blocks in side walls where frame partitions join, blocks to be not over 4 ft for nailing partitions to same, also place wood blocks not over 16" inches apart in all necessary walls for nailing of base boards of first and second stories.

(27) PROTECTION OF BUILDING.

All out side doors and windows used for conveying materials to the building must be boarded and protected . Also place temporary muslin screens in the windows after the building is plastered to keep the building protected from storm , The contractor may put in the windows after plastering if desired. instead of muslin screens.

(28) INSIDE FINISH.

All inside finish called for in the building to be placed in a substantial and workman like manner , and to be free from defects , knots hammer marks , sap etc;, All to be securely nailed to the studding etc;, All inside finish to be clear BIRCH , mill finished and sanded and the surface to be left smooth and ready for the varnish, all possible care to be taken to keep the finish clean, All out side window and door frame to be protected.

(29) DOORS.

All inside doors in the building are to be of sizes as given on floor plans, and to be veneered with clear Birch finish . All doors to be thoroughly seasoned and kiln dried . All doors leading into the class rooms from Halls and Wardrobes to be fitted with glass as shown in sectional detail, same style doors , Doors to be used on library laboratory and office , Also vestibule doors , All other inside doors in the building are to be (5) cross panel doors.

(30) ENTRANCE.

All out side entrance doors are to be of sizes as marked and made of clear white pine and to be cut in lights as shown on elevations and details, All doors are to be hung with 3 hinges and fitted complete

(31) TRANSOMS .

Transoms are to be placed over all doors from class rooms to halls, also office library and laboratory doors, see plans for sizes marked (T) All transoms are to be hinged at the top and fitted with necessary transoms lifts to match other hardware and finish.

(32) PICTURE MOULD.

Place picture mould in all class rooms on first and second floors, also Libaray, Labaratory, Recitation, and study rooms, same to be as per detail, also extend same style moulding around Cap Headers of all doors and window trim (See detail of inside trim).

(33) DOOR JAMBS.

All out side door jambs are to be 1-3/4" thick of clear White Pine
All inside door jambs to be 1-1/8" inch clear Birch finish, with stops planted to receive the doors.

(34) STAIRS.

Construct all stairs in the building where shown on drawings, all treads are to be made from Oak, Risers to be of clear Birch, same to be of thickness as shown in detail. All stairs are to have plastered stair case and balustrade same to be capped with neat hand rail as (per detail). *all Carriages to be 2" x 12" Placed 16" o.c*

(35) COAT ROOMS.

The coat room on both the first and second floors are to have placed on the wall strips for hooks, these strips are to extend all around the room, 7/8" x 3" inches and securely nailed to the studding, and brick walls, and supplied with 60 coat hooks in each room. The coat hooks to be of cast steel hooks fastened to the strip with screws. Hooks to be placed as follows, In the Primary room place first strip four feet, second strip five feet, from the floor. On the second floor place first strip five feet, Second strip six feet from the floor

(36) TEACHERS COAT ROOM.

The teachers coat rooms are to be fitted with a strip same as other coat rooms and to be supplied with two hooks, and across one end above hooks place a shelf 12" inches wide. The teachers closets not to have over eight foot ceilings, and to be plastered same as other closets.

(37) BOOK CUPBOARDS.

Book cupboards are to be placed where shown on the drawings, to be 7' feet in height inside from floor to ceiling. The bottom part of this cupboard is to be fitted with three drawers not less than 20" inches deep, and above these drawers arrange to the ceiling not less than six adjustable shelves, same to be 12" inches wide? . (See plans.)

(38) HARDWARE.

The Contractor is shall furnish and put in place all necessary builders hardware required to make the job complete. Locks and window lifts and transom lifts are not to be put on until after the varnishing has been completed, all hardware to be on first and second stories is to be good grade Old Copper finish . Basement hardware as herein after specified.

The locks to be used on the two Main Entrances are to be first class outside door locks , and are to cost \$4.00 each outside doors are to be fitted with (3) hinges 4" x 4" , also fitted at top and bottom of door with chain bolts.

All inside doors are to be hinged with (3) hinges all doors 3' x 7' feet or over to be hinged with 4" x 4" hinges all doors under 3' x 7' use 3-1/2" x 3-1/2" hinges , all to be Old Copper finish to match other hardware. All inside doors to be fitted complete with good grade of locks, same to cost not less than \$1.50 each. Fit all transoms with transoms lifts.

All windows are to be hung on weights and Silver Lake sash Cord. fit inside set of all windows with window locks and two handle sash lifts. All basement doors are to be hung with 4" x 4" black Japan hinges , also fitted complete with good grade mortice locks and black Japan knobs.

All double acting doors are to be fitted with Shelby pattern floor double acting door hinges, also all necessary push plates on each side of the door same to match other hardware.

On the second floor furnish for the sliding doors Wilcox or Richards Ball bearing parlor door hangers and track for silding doors as shown on plans , all to be put up in first class and workman like manner sliding doors to be fitted with sliding door locks etc; same to match other hardware.

(39) NETTING FOR BASEMENT WINDOWS.

The contractor is to furnish and put on wire window guards to all basement windows, same to be made on 3/8" round Iron frame work, with one cross bbar of same 3/8" material at center sash bar frame work to be covered with #12 wire galvanized, with 1-1/4" inch mesh . All to be securley fastened to window frames for protection of windows

(40) INTER COMMUNICATING TELEPHONE SYSTEM.

The contractor is to wire building with insulated rubber covered copper telephone wire to all class rooms, recitation room, office, labaratory, and boiler room for Inter Communicating telephones , same to beo Western Electric Companys type # I32I-A wall wooden set key type capacity up to 12 stations, All batteries are to be placed in the boiler room where Janitor can take care of same, all phones are to be located as instructed by superintendent or building committee. The contractor is also to place (1) 10" inch Gong in the Main Hall as instructed by the Architect Or Owner'S.

(4I) PARTITIONS OF TOILET ROOMS.

The contractor is to build divition stalls between water closets as shown on basement plans, of 3/4" inch material and beaded , double faced birch , same to be 12" inches frám floor and to be 6'6" in hight from floor to cap, Also hang 1-1/8" toilet doors on front of stalls (See detail for construction of stalls for toilets.).

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PAINTING SPECIFICATIONS.

(1)

Care should be taken that all wood to be painted is thoroughly dry before applying any of the finish materials. All finger marks, dirt, grease, or other objectional materials should be carefully removed by painter before commencing to fill, stain, etc; (This applies to all inside wood work only.).

In painting exterior work all knots, sappy places, etc; shall be covered with pure Grain Alcohol Shellac before applying priming coat. All nail holes, cracks, checks, etc; shall be puttied after the prime coat, and before the second coat is applied.

In varnishing or staining, use the same color putty as the wood after the first coat has been applied and before putting on any other coats. All paint to be well brushed out, and all paint, stain filler, and varnish to be applied in a workman like manner, and to be applied only as furnished by the manufactures, with out thinning or any additional, except as state on the original package, or can. Sufficient time must be allowed between coats for the preceding coats to be-come thoroughly dry before applying second coat. All materials to be brought on the job in the manufactures original cans and packages.

(2) OUT SIDE PAINTING.

All exterior work to be primed as soon as in place, all windows frames to be primed before being set, with raw linseed oil and white lead, and later to have two additional coats of raw linseed oil and lead. Lead to be Colliers or the Red Seal brands, or (their equal.) Paint to be mixed in proportions of 100 lbs of lead to (5) Gallons of oil, and to be colored with such pigments as will produce the colors desired. All cornices to be of color to match the brick work.

(3) PAINTING OF METAL.

All Galvanized Iron and metal work to have one coat of mineral paint first coat, then, ~~three~~ two additional coats of lead and Oil paint colors to be selected by Owner's

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(4) INSIDE WORK FOR BIRCH.

All inside finish to be treated as follows., First go over all wood work to be finished with one coat White Shellac, when dry, one coat, first coat G.P. Standard Cabinet finish, after 48 hours sand paper lightly with "00" sand paper, then apply second coat of G.P. standard Cabinet finish Varnish.

(5) FINISH FOR MAPLE FLOORS.

All Maple floors are to be cleaned and left smooth by the carpenter ready for floor finish. On all Maple floors of Halls, Vestibules and class rooms, First give one coat of Standard Elastic floor finish reduced 10% per cent with turpentine. After 24 hours give second coat of Elastic floor finish full body.

(6) OAK FINISH OF STAIRS.

First fill paste filler colored to suitable shade, after 24 hours give first coat Standard Elastic floor finish reduced 10 % per cent, and after 24 hours give second coat Elastic floor finish full body.

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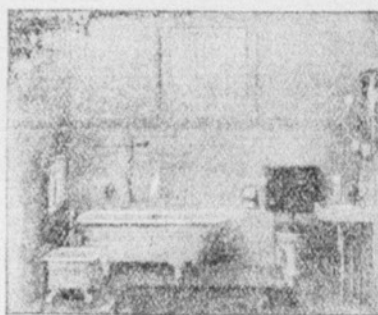
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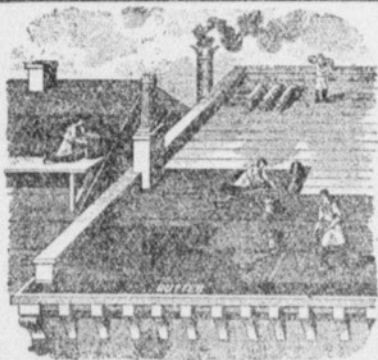
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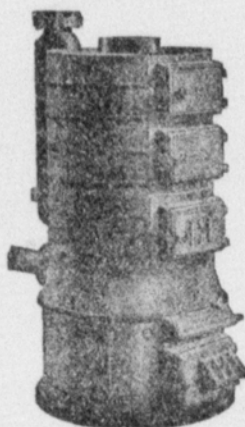
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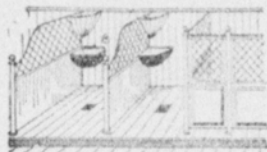
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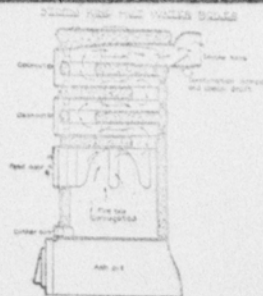
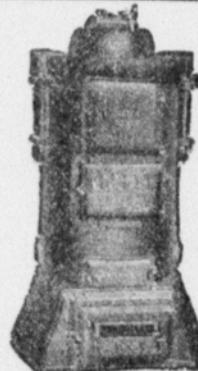
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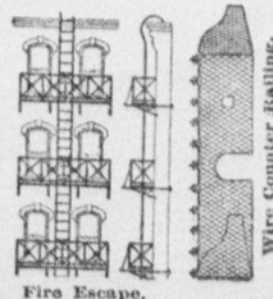
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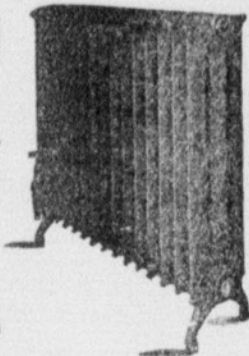
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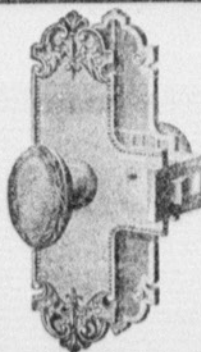
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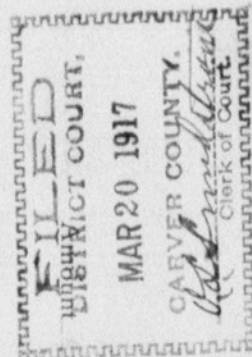
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1

SPECIFICATIONS

Of the Material and Labor Required in the Erection of

Sept 6



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TO BE ERECTED FOR

BOARD OF EDUCATION.

WATERTOWN MINNESOTA.

R. E. MARSHALL, Architect

92 Seventh St. So.

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Plans and Specifications are the Property of the
Architect and must be returned when Building is Completed.

Order No. 520.

Set No. Four.

Date Sept 6th 1910.

THE
UNIFORM CONTRACT.

FORM OF CONTRACT
ADOPTED AND RECOMMENDED FOR GENERAL USE
BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.

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REVISED 1907

Left to be
This Agreement, made the Twenty-sixth day of
December in the year one thousand nine hundred and Ten by and between

C. E. Wiersche, Glenwood City -
Wisconsin

party of the first part (hereinafter designated the Contractor), and

Jas. J. Conslard - John Meyer
W. Brown - B. E. Rye -
W. J. Boylan - C. E. Johnson and
W. J. Barth School Board and Building Com.

party of the second part (hereinafter designated the Owner),

Witnesseth that the Contractor, in consideration of the agreements herein made by the Owner, agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the

New School Building -
Kettle River Stone - where
specified - rough face - (reduction - on
rough face due to amount to be
allowed on contract -)

as shown on the drawings and described in the specifications prepared by

R. E. Snyder R. E. Marshall

Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of the said Architect, and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes of this contract by the said Architect are and remain his property, and that all charges for the use of the same, and for the services of said Architect, are to be paid by the said Owner.

ART. III. No alterations shall be made in the work except upon written order of the Architect; the amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be stated in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives; shall, within twenty-four hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or

improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

ART. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor ~~he~~ shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

ART. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

Aug-15th 1911-

if weather conditions permit - and -

ART. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor ~~is~~ not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

ART. VIII. The Owner agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that _____ will reimburse the Contractor for such loss; and the Contractor agree that if _____ shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then _____ shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

ART. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be _____

Eighteen Thousand Only
Dollars 18090 - (less difference
in stone)

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

Statement of Architect made
 at of every month - Payment
 made 10th of every month
 To be cert- of amount of work
 completed.

The final payment shall be made within 30 days - days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify them against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

ART. X. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XI. The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

Art XIII. Bond for full amount of
 contract - to be given by ~~contractor~~
 Contractor - subject to acceptance by board.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of

B. C. V. H. H. H.
 A. C. Miller

A. J. Brown
 E. H. H. H. H.
 J. H. H. H. H.
 J. F. Boylan
 C. G. Johnson
 John Meyer
 S. A. H. H. H.
 Geo. J. H. H.

#224

THE
UNIFORM CONTRACT

FORM OF CONTRACT
ADOPTED AND RECOMMENDED FOR GENERAL USE BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.
REVISED 1905 AND 1907.

AGREEMENT

BETWEEN

C. E. Wiersche

Contractor

School Board

Owner

FOR

New School
House

Dec 26 1910

ARCHITECT

J. J. Snyder

AMOUNT OF CONTRACT

\$ 18090.

COPYRIGHTED 1905

BY THE AMERICAN INSTITUTE OF ARCHITECTS, WASHINGTON, D. C.

REVISED 1907

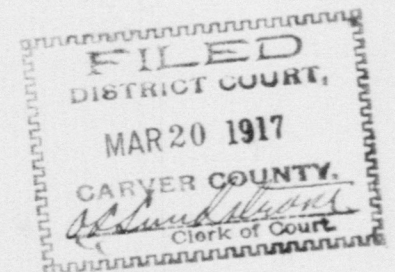
LICENSEE FOR EXCLUSIVE PUBLICATION

E. G. SOLTSMANN,

125 EAST 42D STREET, NEW YORK, N. Y.

(Form 19642-S.)

E224



(b) Received payment in full this

day of 19

Payee

No. \$ 1850 Waterlem Minn., 8/27 1913

To the TREASURER OF SCHOOL DISTRICT No. 32

County of Garret - Minnesota.

Pay B. C. O. John or order
Eighteen 28 1913 and 50 Dollars

For Standing & Grange - Ca. 110
Out of any money in your hands applicable to this claim.

Attest: John Meyer District Clerk.
Chairman.

(a) Presented for payment this day of 19
and accepted but not paid for want of funds.

E. J. Johnson
Treasurer.

B C John

Feb 16 - 3

(b) Received payment in full this
day of 19

Payee

No. _____ \$ _____ Minn. 19

To the TREASURER OF SCHOOL DISTRICT No. _____

County of _____ Minnesota.

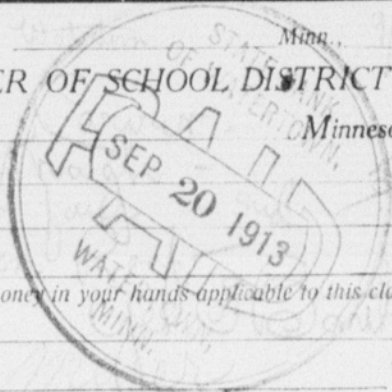
Pay _____ or order
_____ Dollars

For _____
Out of any money in your hands applicable to this claim.

Attest: _____ District Clerk.

Chairman.
(a) Presented for payment this _____ day of _____ 19
and accepted but not paid for want of funds.

Ed Johnson
Treasurer.



E. A. Kragh

(b) Received payment in full this

25th

day of Aug. 1913

E. A. Roagha

Payee

No.

\$125⁰⁰

Minn.

8/25 1913

To the TREASURER OF SCHOOL DISTRICT No. 32

County of

Minnesota.

Pay

or order

One hundred and twenty five

Dollars

For

Balance Forward

100

Out of any money in your hands applicable to this claim.

Attest:

John Meyer

District Clerk.

Chairman.

(a) Presented for payment this

25th

day of

August 1913

and accepted but not paid for want of funds.

W. J. Johnson

Treasurer.

#224

Lefts Ex 26
(2 sheets)

FILED
DISTRICT COURT,
MAR 20 1917
CARVER COUNTY.
H. H. Anderson
Clerk of Court.

E224

NOTICE—This certificate is an expression of the architects opinion and shall at no time be considered as a legal obligation on his part, neither shall same be considered as an acceptance of any work done or materials furnished.

\$ 1800.00 CERTIFICATE No. 17 PLAN No 520 Sept. 7 1901

To Board of Education, Geo. F. Bark, Clerk
Watertown Minnesota

THIS IS TO CERTIFY THAT UNDER THE TERMS OF CONTRACT FOR WORK ON

Your High School Building
M C. E. Mierschke CONTRACTOR FOR

Loos and Materials ENTITLED TO THE

Fourth PAYMENT AMOUNTING TO

One Thousand Eight Hundred 70
100 DOLLARS

NOTICE This Certificate does not include any payment on Roof.

AMOUNT OF CONTRACT

\$ 18090.00

ADDITIONS TO CONTRACT

\$

DEDUCTIONS FROM CONT.

\$

TOTAL

\$

AMOUNT OF THIS CERT.

\$ 1800.00

PREVIOUSLY PAID

\$ 5767.33

TOTAL PAID TO DATE

\$ 10567.33

BALANCE

\$ 7522.67

KIRBY T. SNYDER & CO.
ARCHITECTS
MINNEAPOLIS, MINN.

ARCHITECT

PER

Kirby T. Snyder

RECEIPT ON BACK

Amount Estimated
\$2400.00
25% -

254
125- #224
379
1850
398.50

\$ 107.97
107

RECEIVED FROM

545
881
2171
77

AS PER ENCLOSED CERTIFICATE

398
901
455
89

100 DOLLARS

190

PAYMENT

MADE TO

CONTRACTOR FOR

BUILDING

CERTIFICATE ISSUED BY

ARCHITECT
FILED
DISTRICT COURT,
MAR 20 1917
CARVER COUNTY,
DATE *A. C. Lundstrom*
Clerk of Court.

E224

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

.....
C. E. Wierschke,

Plaintiff. :

-vs-

: NOTICE OF TRIAL.

School District No. 32 Carver
County, Minnesota.

Defendant. :
.....

* * * * *

SIRS:

YOU WILL PLEASE TO TAKE NOTICE, That the
Issue of law and fact in the above entitled action
will be brought on for trial by the Court at the next
General Term of the above named Court to be held in the
Court House in the Village of Chaska, on the 8th. day of
March, 1915, at the opening of said Court on that day,
or as soon thereafter as Counsel can be heard.

Dated this 18th. day of February, 1915.

Yours respectfully,

HERBERT T. PARK,
Attorney for Plaintiff.
728 McKnight Building,
Minneapolis, Minn.

TO W. C. AND W. F. ODELL,
Attorneys for Defendant,
Chaska, Minnesota.

* * * * *

224

State of Minnesota,

County of HENNEPIN

DISTRICT Court.

C. E. WIERSCHKE,
Plaintiff

vs.

SCHOOL DISTRICT NO. 32.
Defendant

NOTICE OF TRIAL

Due and personal service of the within

NOTICE OF TRIAL hereby admitted
this 20th day of FEBRUARY.

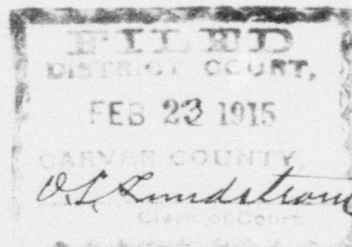
A. D. 19 15.

W. H. W. Adams

Attorney & for defendant.

HERBERT T. PARK

Attorney for PLAINTIFF.



F224

Illegible
(Light Ink)

Tom Hester

224 Original

District Court
Carver County

C. E. Wierckke

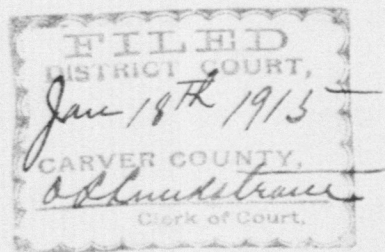
vs.

School District No.
32, Carver Co., Minn.

Order

Filed January 18,
1915,

Clerk District Court



E 224

Illegible
(Light Ink)

W. H. Hall

O. Lundström

THE COURT

IN THE

COURT OF

COMMON PLEAS

IN

AND

IN

IN

IN

IN

IN

IN

STATE OF ILLINOIS

IN SENATE

County of Cook

First Judicial District

C. E. Stevenson

Plaintiff

vs

School District No. 33, Caryer
County, Illinois

Defendant

Sir:

You will please be advised that I have been notified by the
County Clerk of Cook County, Illinois, that a writ of habeas corpus
has been granted by the Court of Common Pleas for the County of Cook,
Illinois, in the case of the above named parties, and that the writ
is returnable at the Court of Common Pleas for the County of Cook,
Illinois, on the 10th day of January, 1915, at 10 o'clock in the
forenoon of said day, at the Court of Common Pleas for the County of
Cook, Illinois, at Chicago, Illinois, for the purpose of hearing
said writ.

Said writ was granted by the Court of Common Pleas for the County of
Cook, Illinois, on the 9th day of January, 1915, at 10 o'clock in the
forenoon of said day, at the Court of Common Pleas for the County of
Cook, Illinois, at Chicago, Illinois, for the purpose of hearing
said writ, and the Court of Common Pleas for the County of Cook,
Illinois, has ordered that the writ be returnable at the Court of
Common Pleas for the County of Cook, Illinois, at Chicago, Illinois,
on the 10th day of January, 1915, at 10 o'clock in the forenoon
of said day, for the purpose of hearing said writ.

Upon the return of said writ, I have been notified by the County
Clerk of Cook County, Illinois, that the writ is returnable at the
Court of Common Pleas for the County of Cook, Illinois, at Chicago,
Illinois, on the 10th day of January, 1915, at 10 o'clock in the
forenoon of said day, for the purpose of hearing said writ, and
I am advised that the writ is returnable at the Court of Common
Pleas for the County of Cook, Illinois, at Chicago, Illinois, on the
10th day of January, 1915, at 10 o'clock in the forenoon of said
day, for the purpose of hearing said writ.

Respectfully,
Chicago, Illinois, Jan. 9, 1915.

Yours truly,

W. C. & W. F. Kane

To
Honorable J. C. Kane, Clerk,
Attorney General, Illinois.

E. J. Kane

A. L. Lindstrom

State of Minnesota,

ss.

County of

being first duly sworn upon oath says
that he is the in the foregoing
and within entitled action; that he has heard read the foregoing
that the same is true of his own knowledge, except as to
matters therein stated on information and belief, and as to such matters he believes it to be true.

Subscribed and sworn to before me this day of

19

Notary Public

Minnesota.

My Commission Expires

State of Minnesota,

ss.

County.)

COURT.

JUDICIAL DISTRICT.

AGAINST

Plaintiff.

SUMMONS.

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, which complaint is hereto annexed and herewith served upon you

Court, at the

County of and State of Minnesota, and to serve a copy of your answer to the
said complaint on the subscriber, at office, in the of
in said County of within days after service of this summons upon
you, exclusive of the day of such service; and if you fail to answer the said complaint within the time afore-
said, the plaintiff in this action will take judgment against you for the sum of

Dollars, (\$) with interest at the rate of per
cent per annum since the day of 19

together with Plaintiff's costs and disbursements herein.

Dated. 19

Plaintiff's Attorney.

Minn.

State of Minnesota,

County of

ss.

and says, that at the

day of

upon

19, he served the within

the

leaving with said

therein named, personally, by

at the house of the usual abode of said

with

, a

person of suitable age and discretion, then resident therein, a true and correct copy of said

Subscribed and sworn to before me this

day of

19

Notary Public,

My Commission Expires

County, Minn.

being first duly sworn upon oath deposes

in said County and State, on the

224
Original
State of Minnesota,

County of

Carver

District

Court.

C. E. Winchke

Plaintiff.

vs.

School District No.
32, etc.

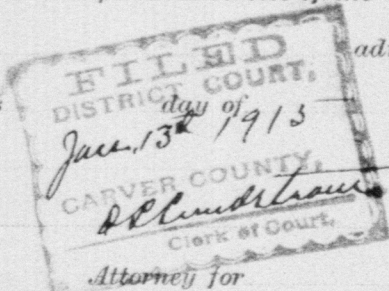
Defendant.

Order to Show Cause

Due and personal service of the within

admitted

this



W. F. ODELL,
Arlington, Minn.

Attorney for

Dept.

E 224

No. 224

DISTRICT COURT,

Carver

County.

C. E. Hirschke

Plaintiff

against

School Dist. No. 32

Defendant

NOTE OF ISSUE.

LAST PLEADING SERVED,

190.....

Court

Case.

Herbert J. Park

Attorney for Plaintiff.

W. C. & M. J. Odell

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. 1905.

General

Term of this Court.

Yours, etc.,

Herbert J. Park

Attorney for Plaintiff.

Filed Feb. 23rd 1905A. L. Gunderson 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.

F 224

DISTRICT COURT.

EIGHTH JUDICIAL DISTRICT.

Plaintiff.

-v3-

Defendant.

NOTICE TO PRODUCE

◆ ◆ ◆ ◆ ◆

PLEASE TAKE NOTICE that you are hereby

1st. The contract entered into between Plaintiff

2nd. All books of account kept by you containing

3rd. All checks, drafts, receipts or other

evidences of payment.

4th. All other documents, letters, books, papers and writings whatever in its control containing any entry memorandum or other matter in any wise relating to the matters in question in this cause.

And you are hereby notified that in case of your failure to produce the same the Defendant will introduce secondary evidence of their contents at the trial of this action.

Dated at Minneapolis, Minnesota this 6th. day
of March, 1915.

ATTORNEY FOR PLAINTIFF,
728 McKnight Building,
Minneapolis, Minnesota.

"ORIGINAL"

State of Minnesota,

County of CARVER

DISTRICT Court.

C. E. WIERSHCKE

Plaintiff

vs.

SCHOOL DISTRICT NO. 32

Defendant

NOTICE TO PRODUCE.

Due and personal service of the within

is hereby admitted

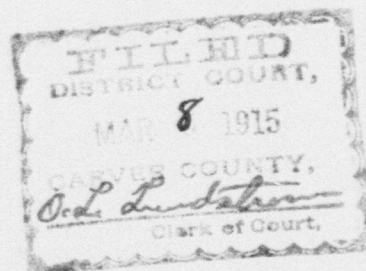
this day of

A. D. 19

Attorney for

HERBERT T. PARK

Attorney for PLAINTIFF.



E. 224

STATE OF MINNESOTA)
COUNTY OF CARVER) ss

Harold A. Welch being duly sworn deposes and says that he served the within Notice to Produce on W. O. & W. F. Odell, the attorneys for the above named defendant, on the 8th. day of March, 1915 by handing to and leaving with W. F. Odell a true copy thereof.

Subscribed and sworn to before

me this 8th. day of March 1915.

John A. Lundstrom
Notary Public

Harold A. Welch

STATE OF MINNESOTA

DISTRICT COURT.

COUNTY OF CARVER.

EIGHTH JUDICIAL DISTRICT.

.....
C. E. Wierschke,

Plaintiff. :

-vs- :

R E P L Y :

School District No. 32, Carver
County, Minnesota.

Defendant. :
.....

o o o o o o o

Now comes the Plaintiff and for his Reply
to the Answer of the Defendant in the above entitled action:

1. Denies each and every allegation, matter and
thing therein contained, except in so far as the said
Answer admits the allegations set forth in Plaintiff's
Complaint.

I.

For Plaintiff's further Reply to the said
Answer and particularly to the Defendant's first Counter
Claim:

1. Plaintiff admits Paragraph 1.

2. Admits that under and pursuant to the terms of
said contract, the plaintiff was required to and did construct
upon the said building, a roof, but alleges that the said
roof was properly constructed according to the contract and
specifications and laid in a workmanlike manner and duly
approved by the superintending architect.

3. Except as above admitted, qualified or denied,
Plaintiff denies each and every allegation in Defendant's
first Counter-claim.

II.

For Plaintiff's Reply to the Defendant's Second
Counter-claim:

1. Plaintiff denies each and every allegation,
matter and thing therein contained.

III.

For Plaintiff's Reply to the Third Counter-claim of the Defendant, Plaintiff:

1. Denies each and every allegation, matter and thing therein contained, save and except such matters as are hereinafter expressly admitted, qualified or denied.

2. Plaintiff admits and alleges that he constructed the floors in the basement of said school building, and that the said floors were laid in a proper and workmanlike manner according to the plans and specifications.

3. That if the said floors were not satisfactory, the same was due to the negligence of the Defendant in going upon and using said floors before they were dry.

IV.

For Plaintiff's Reply to the Fourth Counter-claim of the Defendant, Plaintiff:

1. Denies each and every allegation, matter and thing therein contained, save and except such matters as are hereinafter expressly admitted, qualified or denied.

2. Admits that the wainscoting in the basement of said building was unsatisfactory, but alleges that the Plaintiff and Defendant duly adjusted the said differences before the commencement of this action, and the Plaintiff allowed upon said contract, and the Defendant accepted and deducted from the amount due to Plaintiff upon said contract, the sum of Seventy-three Dollars (\$73.00), in full satisfaction of the claim for the said unsatisfactory wainscoting.

V.

For Plaintiff's Reply to the Fifth Counter-claim of the Defendant, Plaintiff:

1. Denies each and every allegation, matter and thing therein contained.

VI.

For Plaintiff's Reply to the Sixth Counter-claim of the Defendant, Plaintiff:

1. Denies each and every allegation, matter and thing therein contained, save and except such matters as are hereinafter expressly admitted, qualified or denied.

2. Plaintiff denies that the Defendant has paid to one, And. Melberg, the sum of Seventy-three Dollars (\$73.00) pursuant to Plaintiff's request, but alleges that if the Defendant has made such payment, it is solely and entirely upon its own accord and not otherwise.

3. Plaintiff admits that he refused to pay the sum of Seventy-three Dollars (\$73.00) to said And. Melberg, but alleges that his refusal to so pay was because the said And. Melberg, employed by the Plaintiff to perform certain work in constructing wainscoting in the basement, did said work negligently and contrary to specifications, and thereby the Plaintiff was required to and did make an adjustment with the Defendant, whereby the Defendant deducted from the amount due Plaintiff, the sum of Seventy-three Dollars (\$73.00), which said sum of Seventy-three Dollars (\$73.00) the Plaintiff thereafter required the said And Melberg to deduct from his contract with Plaintiff by reason of his failure to perform said work according to the plans and specifications.

VII.

For Plaintiff's Reply to the Seventh Counter-claim of Defendant, Plaintiff:

1. Denies each and every allegation, matter and thing therein contained, save and except such matters as are hereinafter expressly admitted, qualified or denied.

2. Plaintiff admits that the Defendant is entitled to a credit for defective brick by the Twin City Brick Company of St. Paul, Minnesota, in the sum of One Hundred Dollars (\$100.00).

WHEREFORE, Plaintiff demands judgment against the Defendant as in his complaint prayed for.

Herbert T. Parry
ATTORNEY FOR PLAINTIFF,
728 McKnight Building,
Minneapolis, Minnesota.

o o o o

"ORIGINAL"

State of Minnesota,

County of CARVER

DISTRICT. Court.

C. E. WIERSCHKE
Plaintiff

vs.

SCHOOL DISTRICT NO. 32.
Defendant

R E P L Y

Due and personal service of the within

REPLY

is hereby admitted

this 20th day of JANUARY

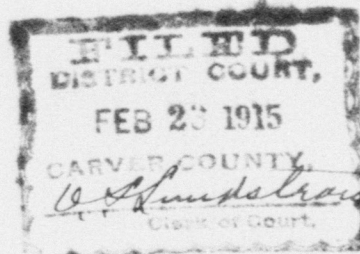
A. D. 1915.

W. B. & W. C. Price

Attorneys for Defendant

Herbert T. Park

Attorney for Plaintiff.



E 224

State of Minnesota,
County of Carver,

DISTRICT COURT,

- 88.

Eighth

Judicial District

C. E. Wierschke

No. 2
224.

Against

Plaintiff

List of Jurors.

School District No. 32. Carver County

Defendant

Attorneys Mark Here

NAMES

REMARKS

1

Joseph Speckner

2

Ray Teas

Excused

3

William Christen

4

Fred Haring

5

Chas. Mueller

Pl # 1

6

Chas. Bureau

7

Ed Mesumbring

8

Otto Schrupp

9

Fred Abraham

Pl # 2

10

John Hammer

11

Sam Anderson

12

John Selts

13

A. A. Skalland

14

Philip Mueller

15

Emil Herse

16

Paul Rudloff

Pl # 3

17

Fred Mackintosh

18

19

20

21

22

23

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No. 224

STATE OF MINNESOTA,

County of Carver,
DISTRICT COURT.

C. E. Hirschke

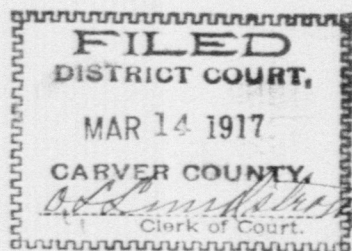
Plaintiff

Against

School Dist #32 -

Carver County, Minn.
Defendant

JURY LIST



HERBERT T. PARK
ATTORNEY AT LAW
McKNIGHT BUILDING
MINNEAPOLIS, MINN.

June 18, 1917.

Clerk of District Court,
Chaska, Minnesota.

Dear Sir:

I beg to hand you herewith Taxation of Costs in the Wierschke versus School District case. I understand that Mr. Odell will make objection to two items, one being the interest on the verdict and the other the witness fees paid to two witnesses during the time that we were "snowed in", and unable to get to Court.

I find it impossible to be in Chaska on Wednesday. Therefore when his objections are made will you take the matter under adjustment writing me as to the items about which objection is made and permit me to submit my views of the matter by letter.

Trusting that this will be satisfactory, I beg to remain,

Yours truly,

H. T. Park

*Shows for
newform tonight.
Back Monday.*

Illegible
(Light Ink)

EXHIBIT 100

EXHIBIT 100

Exhibit 100

Exhibit 100

Exhibit 100

Exhibit 100

Exhibit 100

Exhibit 100

Exhibit 100

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Exhibit 100

Exhibit 100

and the following:

1. The first of the two main points of the report is that the results of the investigation are in general in accordance with the findings of the previous investigation.

2. The second point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

3. The third point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

4. The fourth point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

5. The fifth point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

6. The sixth point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

7. The seventh point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

8. The eighth point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

9. The ninth point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

10. The tenth point is that the results of the investigation are in general in accordance with the findings of the previous investigation.

W.C. & W. Deane
Chaska, Minn.
Attorneys for Deft.

State of Minnesota,

County of

} ss.

being first duly sworn upon oath says
that he is. the in the foregoing
and within entitled action; that he has heard read the foregoing
that the same is true of h own knowledge, except as to
matters therein stated on information and belief, and as to such matters he believes it to be true.

Subscribed and sworn to before me this day of
19

Notary Public

Minnesota.

My Commission Expires

State of Minnesota,

County.)

} ss.

COURT.

JUDICIAL DISTRICT.

AGAINST

Plaintiff.

SUMMONS.

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, which complaint is hereto annexed and herewith served upon you

Court, at the

County of and State of Minnesota, and to serve a copy of your answer to the
said complaint on the subscriber, at office, in the of

in said County of within days after service of this summons upon
you, exclusive of the day of such service; and if you fail to answer the said complaint within the time afore-
said, the plaintiff in this action will take judgment against you for the sum of

Dollars, (\$) with interest at the rate of per
cent per annum since the day of 19

together with Plaintiff's costs and disbursements herein.

Dated 19

Plaintiff's Attorney.

Minn.

State of Minnesota,

County of

ss.

and says, that at the

day of

19

, he served the within

being first duly sworn upon oath, deposes

in said County and State, on the

upon

the

herein named, personally, by

leaving with said

at the house of the usual abode of said

with

, a

person of suitable age and discretion, then resident therein, a true and correct copy of said

Subscribed and sworn to before me this

day of

19

Notary Public,

My Commission Expires

County, Minn.

15224
Original

State of Minnesota,

County of Carver

District Court.

C. E. Wierschke

Plaintiff.

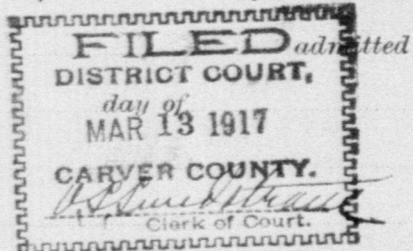
vs.

School District No. 32
Carver County, Minn.
Defendant.

Answer

Due and personal service of the within

this



Attorney for

W. F. ODELL,
Arlington, Minn.

Attorney for

Def.

E224

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHT JUDICIAL DISTRICT

C. E. Wierschke,

Plaintiff,

vs

School District #32, Carver
County, Minnesota.

Defendant.

STATE OF MINNESOTA

SS

William Wierschke being first duly sworn deposes and says: I am the identical William Wierschke who was a witness and attended the trial in the above named suit. I was at that time living at Spencer, Iowa and working in the construction of a building in that place and attended Court as aforesaid one day on October 22, 1915 at which time it was necessary for me to travel from Iowa to the village of Chaska the nearest point being Twin Lakes, Minnesota, a distance of 92 miles from Chaska.

I again attended Court under the same circumstances on March 13, 1916 at which time I traveled 92 miles within the state in reaching the said village of Chaska.

I again attended Court under the same conditions on March 12, 14, 15, 16, 17, 19, and 20, 1917 at which time I traveled from the State of Iowa, a distance of 92 miles as aforesaid.

I make this Affidavit for the purpose of establishing the fact that I was in attendance upon each of the dates named and that upon each of said trips I traveled from the State of Iowa as aforesaid and was paid fees for attendance ~~in~~ and upon the trial of said suit and the dates as aforesaid in excess of the legal rate of One Dollar (\$1.00) per day and mileage as allowed by the Statutes of the State of Minnesota.

Further affiant saith not.

Wm Wierschke

Subscribed and sworn to before me
this 14th day of September, 1917.

Carl O. Hoffman
Notary Public, Carlton County, Minn.

My Commission expires May 7, 1919

#224

STATE OF MINNESOTA
COUNTY OF CARVER
DISTRICT COURT
EIGHT JUDICIAL DISTRICT
C. E. Wierschke,

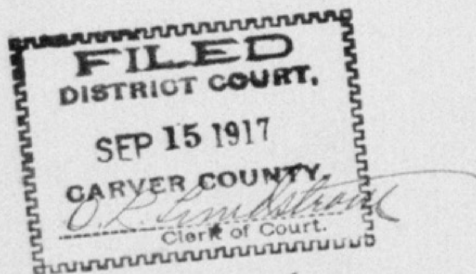
Plaintiff,

vs

School District #32, Carver
County, Minnesota.

AFFIDAVIT OF
William Wierschke.

HERBERT T. PARK,
ATTORNEY AT LAW,
726 McKnight Building,
Minneapolis, Minnesota.



F 224

STATE OF MINNESOTA,
COUNTY OF CARVER

} ss.

In District Court of said County,
Eighth Judicial District.

General March Term, 1917.

In the Matter of

C. E. Wierschke

VS

Plaintiff

*School District No 37,
Carver County Minnesota*
Defendant

We, The Jury empaneled and sworn in the above entitled action, find for the ~~Plaintiff~~ and assess his damages in the sum of \$ *58.90*

Jurors Concurring Sign Here

1.
2.
3.
4.
5.
6.

7.
8.
9.
10.
11.
12.

Jurors Concurring.

Dated at *Carver Minn* this *20th* day of *March* A. D. 1917

Philip Mieseler
Foreman of Jury

Plaintiff -

DISTRICT COURT

Eighth Judicial District.

March Term, 19*17*

State of Minnesota,

County of Carver

} ss.

Reff.
Verdict for Defendant

IN THE MATTER OF

C. E. Wierschke

vs.

Plaintiff

School District #82
Carver County, Minn.
Defendant

Jury retired at *3:45* o'clock *P.*M.

Verdict rendered *7:20* o'clock *P.*M.

Filed in open Court the *20th*

day of *March* 19*17*

O. L. Lundstrom

Clerk

STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

-----:-----

C. E. Wierschke

Plaintiff

vs.

School District No. 32 of
Carver County, Minnesota.

Defendant

-----:-----

Now comes the above named defendant and makes the following objections to the allowance and taxation of certain items of plaintiff's bill of costs and disbursements noticed for taxation before the Clerk of said Court on June 20, 1917, viz:

1. It objects to the allowance of any sum as interest on the verdict in said action in excess of interest on \$58.90 at the rate of six per cent per annum from March 20, 1917, the time of the verdict, for the reason and on the ground that under Sec. 7980, G. S. 1913, the Clerk is authorized to allow and tax interest only on the verdict from the time of the return of the verdict.

2. It objects to the allowance and taxation of witness fees for Wm. Wierschke for October 22, 1915, and March 13, 1916, on the ground that said Wm. Wierschke was not subpoenaed by plaintiff to attend for the trial of said cause on either of said days and did not attend court for the purpose of testifying on the trial of said cause on either of said days.

3. It objects to the allowance and taxation of witness fees for Wm. Foelsen for October 22, 1915, and March 13, 1916, on the ground that said Wm. Foelsen was not subpoenaed by plaintiff to attend for the trial of said cause on either of said days and did not attend court for the purpose of testifying on the trial of said cause on either of said days.

STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

-----:-----

C. E. Wierschke

Plaintiff

vs.

School District No. 32 of
Carver County, Minnesota.

Defendant

-----:-----

State of Minnesota

ss

County of Carver

W. C. Odell, being first duly sworn, on oath, says: That he is one of the attorneys for said defendant, and the attorney who was engaged to try, and actually tried, said case on behalf of said defendant; that he was present in court on all the days when said case was before the court for trial; that he knows Wm. Wierschke and Wm. Foelsen who testified in said case on plaintiff's behalf; that he is informed and believes and charges it to be a fact that neither of said persons was subpoenaed to attend as a witness in said case prior to March 14, 1917, and that neither of said persons attended court for the purpose of testifying on the trial of said case prior to March 14, 1917; that the trial of said case was commenced on March 14, 1917, and continued on March 15, and such trial was suspended on March 16 and 17 and not resumed until March 19; that the trial was so suspended because of the unexcused absence of the attorney for said plaintiff without the fault of defendant, and he is informed and believes and charges it to be a fact that neither said Wm. Wierschke nor said Wm. Foelsen attended court on either of said days for the purpose of testifying as a witness in said cause; and that the verdict in said action was made and returned on March 20, 1917.

Further affiant saith not ^{save} that he makes this affidavit in support of defendant's objections to the allowance and taxation of certain items of plaintiff's bill of costs and disbursements noticed for this 20th day of June, 1917.

W. C. Orell

Subscribed and sworn to before me this 20th day of June, 1917.

W. C. Orell
Notary Public, Carver Co., Minn.
My commission expires Dec. 9, 1921.

State of Minnesota,

County of

ss.

being first duly sworn upon oath says
that he is the in the foregoing
and within entitled action; that he has heard read the foregoing
that the same is true of his own knowledge, except as to
matters therein stated on information and belief, and as to such matters he believes it to be true.

Subscribed and sworn to before me this day of
19

Notary Public Minnesota.

My Commission Expires

State of Minnesota,

ss.

County.

COURT.

JUDICIAL DISTRICT.

AGAINST

Plaintiff.

SUMMONS.

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, which complaint is hereto annexed and herewith served upon you

Court, at the

County of and State of Minnesota, and to serve a copy of your answer to the
said complaint on the subscriber, at office, in the of
in said County of within days after service of this summons upon
you, exclusive of the day of such service; and if you fail to answer the said complaint within the time afore-
said, the plaintiff in this action will take judgment against you for the sum of

Dollars, (\$) with interest at the rate of per
cent per annum since the day of 19

together with Plaintiff's costs and disbursements herein.

Dated 19

Plaintiff's Attorney.

Minn.

State of Minnesota,

County of

ss.

and says, that at the

day of

upon

19 , he served the within

the

leaving with said

therein named, personally, by

at the house of the usual abode of said

with

, a

person of suitable age and discretion, then resident therein, a true and correct copy of said

Subscribed and sworn to before me this

day of

19

Notary Public,

My Commission Expires

County, Minn.

#224
State of Minnesota,

County of

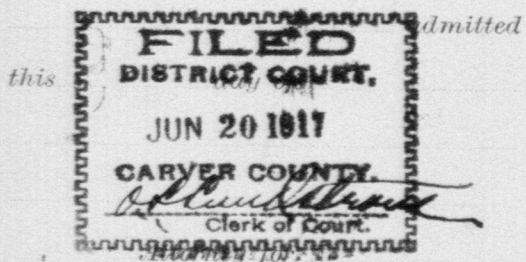
Court.

Plaintiff.

vs.

Defendant.

Due and personal service of the within



W. F. ODELL,
Arlington, Minn.

Attorney for

E224

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHT JUDICIAL DISTRICT

C. E. Wierschke,

Plaintiff,

vs

School District #32, Carver
County, Minnesota.

Defendant.

STATE OF MINNESOTA

SS

COUNTY OF RAMSEY

William Foelsen being first duly sworn deposes and says: I am a resident of the City of St. Paul AND was a witness present and testified in the above named suit at the trial thereof. The date upon which I attended Court in said suit was October 22, 1915 at which time I traveled from St. Paul to Chaska a distance of 43 miles and was paid in excess of the legal rates of One Dollars (\$1.00) per day and mileage for my services.

I again attended Court under the same circumstances on March 13, 1916 at which time I traveled 34 miles with the state in reaching the said village of Chaska.

I again attended Court under the same conditions on March 12, 14, 15, 16, 17, 19, and 20, 1917 at which time I traveled from the City of St. Paul, a distance of 34 miles as aforesaid.

I make this Affidavit for the purpose of establishing the fact that I was in actual personal attendance on the dates aforesaid, traveled the distance aforesaid and that I was paid in excess of the legal rate and services as a witness in said suit.

Further affiant saith not.

William Foelsen

Subscribed and sworn to before me
this 15 day of September, 1917.

H. T. Parr
Notary Public, ~~Waukegan~~ County, Minn.
My Commission expires Jan 24 1922

224

STATE OF MINNESOTA
COUNTY OF CARVER
DISTRICT COURT
EIGHT JUDICIAL DISTRICT

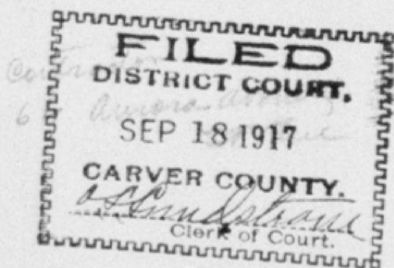
C. E. Wierschke,
Plaintiff,

vs

School District #32, Carver
County, Minnesota.

AFFIDAVIT OF
William Foelsen,

HERBERT T. PARK,
ATTORNEY AT LAW,
726 McKnight Building,
Minneapolis, Minnesota.



E 224

HERBERT T. PARK
ATTORNEY AT LAW
MEKNIGHT BUILDING
MINNEAPOLIS, MINN.

July 6, 1917.

O. L. Lundstrom,
Clerk of District Court,
Chaska, Minnesota.

Dear Sir:

Referring to the objection filed by Mr. O'Dell in the Wierscke vs School District case I beg to say that I must get word to William Wierscke as to the actual days he attended and get his Affidavit in that Mr. O'Dell seems so positive in his ascertainment that Wierscke was not present on the days stated. I am positive he was there; however I don't care to make the Affidavit if it is not the fact. Therefore I pre~~sume~~^{sume} ~~it~~ the best thing to do is for you to return the Notice and I will forward a new Notice to Mr. O'Dell as soon as I am able to get word from Wierscke.

Thanking you in advance for this additional courtesy and trusting that you will forward bill for such services and expenses as I have incurred, I beg to remain,

Yours truly,

H. T. Park

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

.....
C. E. Wierschke,

Plaintiff.

-vs-

School District No. 32 Carver
County, Minnesota.

Defendant.

:
:
:
: C O M P L A I N T.
:
:
:
:.....

* * * * *

PLAINTIFF FOR HIS COMPLAINT ALLEGES:

1. That during all the times hereinafter alleged the Defendant was and now is a duly and legally organized School District under and by virtue of the Laws of the State of Minnesota.

2. That some time prior to December 26th. 1910, the Defendant, by a Resolution duly authorized and passed, instructed its building committee and School Board to construct for and in its behalf a certain building in the Village of Watertown, Carver County, Minnesota.

3. That thereafter, on or about December 26th. 1910, the said building committee, for and in behalf of the Defendant entered into a written contract with the Plaintiff, wherein and whereby, upon the terms and conditions therein expressed, the Defendant employed the Plaintiff to construct a new school building upon certain property owned by the Defendant in the Village of Watertown, aforesaid, at the agreed price of Eighteen Thousand Ninety Dollars (\$18,090.00), and pursuant to the terms of said contract, the Plaintiff thereafter entered upon said property and furnished all of the materials and labor necessary and incidental to the construction of said building under and pursuant to the terms of said contract, and thereby the

Defendant became indebted to the Plaintiff in the sum of Eighteen Thousand Ninety Dollars (\$18,090.00); that in addition to the terms and stipulations in said contract, the defendant, during the progress of said work, employed the Plaintiff to furnish extra labor and materials at and upon said premises, which said extra labor and materials have been fully adjusted and settled by and between said parties.

4. That by reason of the labor and materials furnished under and pursuant to said contract, the defendant became indebted to the Plaintiff in the sum of Eighteen Thousand Ninety Dollars (\$18,090.00), no part of which sum has been paid, except the sum of Seventeen Thousand Two Hundred Forty-eight Dollars (\$17,248.00); that there is now due and owing to the Plaintiff from Defendant by said contract and employment, the sum of Eight Hundred Forty-two Dollars (\$842.00), with interest thereon from the first day of September, 1911.

WHEREFORE, Plaintiff prays judgment against the Defendant in the sum of Eight Hundred Forty-two Dollars (\$842.00), with interest thereon at the rate of six per cent per annum from September 1st. 1911, together with the costs and disbursements of this action.

Herbert T. Park

Attorney for Plaintiff,
728 McKnight Building,
Minneapolis, Minnesota.

* * * * *

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

.....
C. E. Wierschke,

Plaintiff. :

-vs- :

School District No. 32 Carver
County, Minnesota.

Defendant. :
.....

S U M M O N S.

* * * * *

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, which complaint is hereto annexed and herewith served upon you and to serve a copy of your answer to the said complaint on the subscriber at his office, No. 728 McKnight Building, Minneapolis, Minnesota, in the said County of Hennepin, within Twenty (20) days after service of this summons upon you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the Plaintiff in this action will take judgment against you for the sum of Eight Hundred Forty-two Dollars (\$842.00), with interest at the rate of six per cent per annum since the 1st. day of September, 1911, together with Plaintiff's costs and disbursements herein.

Dated this 12th. day of December, 1914.

HERBERT T. PARK
PLAINTIFF'S ATTORNEY.
728 McKnight Building,
Minneapolis, Minnesota.

* * * * *

224

"ORIGINAL"

State of Minnesota

County of HENNEPIN

DISTRICT Court.

C. E. WIERSCHKE
Plaintiff

vs.

SCHOOL DISTRICT NO. 32
Defendant
CARVER COUNTY, MINN.

SUMMONS & COMPLAINT

Due and personal service of the within

is hereby admitted

this day of

A. D. 19

Attorney for

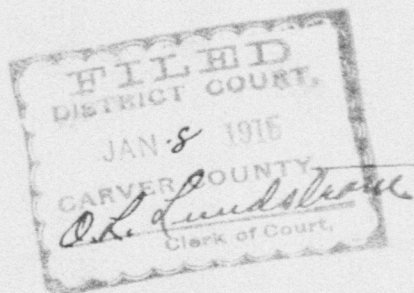
HERBERT T. PARK

Attorney for PLAINTIFF.

F 224

State of Minnesota } ss
County of Carver }J. P. Sexton Constable
do solemnly swear I
serve copy of the within
Summons & Complaint
on John C. Vankorlin
Clerk of School District # 32
by handing him ^{the} a copy
of said complaint
on the 17th day of Dec
1914.

J. P. Sexton Constable

Subscribed and
sworn to before me
this 17th day of Dec. 1914J. J. Boylson
Notary Public
Carver Co Minn
My Commission Expires June 1st 1915

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

C. E. Wierschke

Plaintiff

vs.

School District No. 32 of
Carver County, Minnesota,

Defendant.

I hereby acknowledge the receipt from the above named defendant of the sum of \$141.17 in payment of the verdict, the interest on the verdict, and the costs and disbursements taxed and allowed, in the above entitled action; and I hereby discharge and release said defendant from all further obligation or liability on account thereof and on account of any claim or demand set out in the complaint in said suit or litigated therein.

C. E. Wierschke
By Herbert T. Park
His Attorney

State of Minnesota

ss

County of Hennepin

Be it known that on this ✓ day of October, 1917, before me a notary public in and for said County, appeared Herbert T. Park, to me known to be the Attorney for the Plaintiff in the above entitled action and the person who executed said instrument, and he acknowledged that he executed the same as his free act and deed and the free act and deed of said Plaintiff

R. D. Park.

Notary Public, Hennepin Co., Minn.,
My commission expires Oct 18-1923

#224

FILED
DISTRICT COURT,
OCT 2 1917
CARYER COUNTY,
Ark.
Clerk of Court.

F224

State of Minnesota,
COUNTY OF CARVER

DISTRICT COURT
Eighth Judicial District.

ss.

I hereby certify and return that I served the within Subpoena on the within named
Kerry J. Snyder 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 *12th* day of *March* 19*15*

Fees, {	Service, <i>5.00</i>
	Mileage, <i>5.00</i>
Total, <i>10.00</i>	

By *J. A. Brant* Sheriff of Carver County.
50905

No. 2763

STATE OF MINNESOTA,
COUNTY OF CARVER

DISTRICT COURT,
Eighth Judicial District.

Wierbachke

AGAINST

School District
No. 32

SUBPOENA

Issued *Mar 11th* 19*15*

O. L. Lundstrom
Clerk District Court.

Returned and Filed

March 12th 19*15*
O. L. Lundstrom
Clerk.

On part of *Defendant*
E 224

No. 2763

State of Minnesota, } ss.
County of Carver

DISTRICT COURT
Eighth Judicial District

THE STATE OF MINNESOTA

TO

Kirby L. Snyder

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 13th day of March 1905, at 9 o'clock in the fore noon, then and there to give evidence in the cause to be tried between

C. C. Kierichke

Plaintiff

and

School Dist. No. 32, Carver County, Minn.

Defendant

on the part of the

Defendants

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 11th day of March A. D. 1905

O. L. Lundstrom

Clerk of District Court.

ORIGINAL

State of Minnesota,
COUNTY OF CARVER

DISTRICT COURT
Eighth Judicial District.

ss.

I hereby certify and return that I served the within Subpoena on the within named
Herby J. Snyder 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 *12th* day of *March* 19*15*

Fees, {	Service, <i>5.50</i>
	Mileage, <i>5.00</i>
Total, <i>10.50</i>	

By *J. A. Brant* Sheriff of Carver County.
Deputy Sheriff.

No. 2763
STATE OF MINNESOTA,
COUNTY OF CARVER

DISTRICT COURT,
Eighth Judicial District.

Wierschke

AGAINST

School Dist.
No. 32

SUBPOENA

Issued *Mar 11th* 19*15*

O. L. Lundstrom
Clerk District Court.

Returned and Filed

March 12th 19*15*
O. L. Lundstrom
Clerk.

On part of *Defendant*
E 224

State of Minnesota, } ss.
County of Carver

DISTRICT COURT,
Eighth Judicial Court.

C. E. Wierschke
VS
School District #32
Carver County Minnesota

AMOUNT OF JUDGMENT OR VERDICT

Amount of Judgment or Verdict, - - - - - \$ 58.90

Interest on same from the 1 day of Sept 1911, \$ 20.32

Statutory Costs, - - - - - \$ 10.00

2 Affidavits, - - - - - \$ 50

Acknowledgments, - - - - - \$

Sheriff's Fees - - - - - \$ 1.24

Jury Fees - - - - - \$

Clerk's Fees (to be taxed.) - - - - - \$ 10.40

WITNESS FEES, VIZ:

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

NAME	RESIDENCE	No. Days Attendance	Dates of Attendance	No. Miles Traveled
<u>Wm Wierschke</u>	<u>Spencer Iowa</u>	<u>1</u>	<u>Oct 22 1915</u>	<u>(92)</u>
	<u>(Thorn Lakes)</u>	<u>1</u>	<u>Mar 13 1916</u>	<u>(92)</u>
	<u>Chaska</u>	<u>7</u>	<u>Mar 12, 14 1917</u>	<u>(92)</u>
	<u>92 miles</u>		<u>15, 16 17, 19 20</u>	
<u>Wm Folsen</u>	<u>St Paul, Minn</u>	<u>1</u>	<u>Oct 22 1915</u>	<u>(34)</u>
		<u>1</u>	<u>Mar 13 1916</u>	<u>(34)</u>
		<u>7</u>	<u>Mar 12-14-15</u>	<u>(34)</u>
			<u>16-17-19-20</u>	<u>(34)</u>

The above Bill of Costs and Disbursements taxed and allowed at

Dated September 18th 1917

Total Amount, \$ 141.17

O. L. Lundstrom

Clerk.

AFFIDAVIT OF DISBURSEMENTS

State of Minnesota, } ss.
County of Hennepin

Herbert T. Parr

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.

Subscribed and sworn to before me this

9 day of June 1917

Notary Public, Hennepin County, Minn.

My Commission expires Oct 18 1923

Herbert T. Parr

79.22
60.67

16.75
22.14

63.36
58.36

159.30

NOTICE OF TAXATION OF COSTS

State of Minnesota, }
 County of Carver } ss. Eighth Judicial District.
O. E. Wierschke, Pl
 VS
School District #32

Sir: Please Take Notice, That on the 20 day of June 1917
 at 12 o'clock - M., application will be made to — Esq.,
 Clerk of said Court, at his office in the Court House in the Village
 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 June 7 1917

Yours respectfully,

To Oscar Odell
 Attorney at

Attorney for Plaintiff

#224
 DISTRICT COURT

Eighth Judicial District

County of Carver

O. E. Wierschke

VS

School District #32

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

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

day of 19

at

Attorney for

Filed this 20th day of June

A. D. 1917

R. L. Lundquist

Clerk.

#224