



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

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No. 3942  
229-

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

*Joseph Lane* Plaintiff

vs.  
*George Heath Abel* Defendant

*W. H. Abel* Plaintiff's Attorney

Defendant's Attorney

Date of Entry *Jan. 25<sup>th</sup>* 1915

Register of Actions *E* Page *229*

Term Tried *June Special* 1915

Judgment for *Plaintiff*

Amount of Judgment, \$

Date of Judgment *June 29<sup>th</sup>* 1915

Judgment Book *D* Page *511-512*

Default Judgment Book Page

Date of Docketing 191



State of Minnesota District Court.  
County of Carver Eighth Judicial District.  
Joseph Lano

Plaintiff.

VS

George Hearth, ———  
Hearth wife of George  
Hearth, Adam Herdt, ———  
Herdt wife of Adam  
Herdt, Caroline Lawin,  
Margaretha Ebinger Schu-  
bert, ——— Ebinger  
wife of Jacob Ebinger, Jr.,  
Ebinger wife  
of Henry Ebinger, ———  
Ebinger wife of Richard  
Ebinger, George Faber,  
August Lawin and Herm-  
an Lawin; also all other  
persons unknown claiming  
any right, title, estate, in-  
terest or lien in the real  
estate described in the  
complaint herein

SUMMONS

Defendants.

The State of Minnesota, To the above  
named Defendants:

You, and each of you, are hereby sum-  
moned and required to answer the com-  
plaint of the plaintiff in the above entitled  
action, which complaint is now on file in  
the office of the Clerk of said Court, and  
to serve a copy of your answer to said  
complaint on the subscribers at their of-  
fice in the City of Chaska in said County  
and State within twenty days after the  
service of this summons upon you, exclu-  
sive of the day of such service; and if you  
fail so to serve your answer within such  
time the plaintiff in this action will ap-  
ply to the Court for the relief demanded  
in said complaint.

W. C. & W. F. ODELL,

Attorneys for Plaintiff, Chaska, Minn.

State of Minnesota District Court  
County of Carver Eighth Judicial District  
Joseph Lano

Plaintiff.

VS

George Hearth, ———  
Hearth wife of George  
Hearth, Adam Herdt, ———  
Herdt wife of Adam  
Herdt, Caroline Lawin,  
Margaretha Ebinger Schu-  
bert, ——— Ebinger  
wife of Jacob Ebinger, Jr.,  
Ebinger wife  
of Henry Ebinger, ———  
Ebinger wife of Richard  
Ebinger, George Faber,  
August Lawin and Herm-  
an Lawin; also all other  
persons unknown claiming  
any right, title, estate, in-  
terest or lien in the real  
estate described in the  
complaint herein

NOTICE OF  
LIS PENDENS

Defendants

Notice is hereby given that an action  
has been commenced in said District  
Court by the above named plaintiff a-  
gainst the above named defendants, and  
that said action is now pending in said  
Court; that the object of such action is  
to determine the adverse claims of said  
defendants, and the rights of the parties  
respectively, in and to the real estate  
hereinafter described, and to quiet plain-  
tiff's title in and to said real estate; and,  
that the real property involved in and af-  
fected by such action is described as fol-  
lows, viz: The South Half of the South-  
west Quarter, and the South Half of the  
North Half of the Southwest Quarter, Sec-  
tion Eight (8), Township 115, Range 23,  
excepting therefrom the right-of-way  
lands heretofore acquired and now used  
by the Minneapolis & St. Louis Railroad  
Company and the Hastings & Dakota  
Railroad Company respectively; Lot No.  
One (1) of Section Seventeen (17), Town-  
ship 115, Range 23; and, the Northwest  
Quarter of the Northwest Quarter of said  
Section Seventeen (17), excepting there-  
from 6.3 acres formerly sold to the Has-  
tings & Dakota Railroad Company and to  
the Minneapolis & St. Louis Railroad  
Company for rights-of-way, and also ex-  
cepting therefrom 97-100 acres in the  
north-east corner of said Northwest Quar-  
ter of the Northwest Quarter formerly  
deeded to Henning and Melvin as record-  
ed in Book 3 of Deeds, at page 199, in the  
records of the office of the Register of  
Deeds for said County of Carver; all of  
said lands lying, being and situate in the  
County of Carver and State of Minnesota.

W. C. & W. F. ODELL,

Attorneys for Plaintiff, Chaska, Minn.  
(First publication Jan. 28-15.)

VALLEY HERALD PRINT

State of Minnesota, ss.  
County of Carver.

*F. E. Drusit*

being duly sworn says that he is

and during all that time hereinafter mentioned has been the printer and publisher of a weekly newspaper known  
as The Weekly Valley Herald, that said newspaper is a collection of reading matter in columns and sheet form,  
consisting of general and local news, comment, and literary items, that during all the time for ten years last  
past the said newspaper has been and now is published in the English language, weekly, in the City of Chaska, in  
Carver County, Minnesota, at an established office therein, equipped with the necessary materials and skilled  
workmen for producing the same, and that the said newspaper has been during all of said time and now is printed  
in part in said office in said city, where the same is dated, that said newspaper during all of said time has had and  
now has general circulation in said city and throughout the said Carver County, and during all of said time has con-  
sisted and now consists of not less than four pages of six columns to each page, each column not less than seven-  
teen and three quarter inches long, that during all of said time there has been and now is published and delivered,  
weekly, at each regular issue of said paper more than 240 complete copies of said paper to paying subscribers,  
that said paper is not substantially a duplicate of any other publication, is not made up wholly of patents and  
plates and advertisements, that the publisher of said paper did file with the county auditor of Carver County an  
affidavit setting forth the facts required by Section 2, of Chapter 33, of the laws of the State of Minnesota for the

year 1893 and amendments thereto. That the annexed printed notice of

*And Lis Pendens* hereto attached and made a

part hereof, was cut from the columns of said newspaper and was published in said newspaper for

successive weeks, once in each week; that said notice was first published in said newspaper on Thursday the

*28th* day of *January* A. D. 191*5* and was thereafter published in said newspaper

on each and every succeeding Thursday until and including Thursday, the *11th* day of *February*

*ary* A. D. 191*5* (3 insertions) and that during all of said period said newspaper was published

on Thursday of each week.

Sworn and subscribed to before me this *12th* day of *March* A. D. 191*5*

*F. E. Drusit, Pub*  
*J. L. Lundstram*  
Notary Public, Carver County, Minnesota.



W 229

FILED  
DISTRICT COURT,  
JUN 29 1915  
CARVER COUNTY.  
*Robert Williams*  
Clerk of Court.

E 229

Illegible  
(Light Ink)



W. F. Odell

Subscribed and sworn to before me Jan. 25, 1915.  
J. L. Lundberg  
Notary Public, South Dakota

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 aforesaid, 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.



#229 Original

State of Minnesota,

County of Carver

District Court.

Joseph Lano

Plaintiff.

vs.

George Heath  
et al.

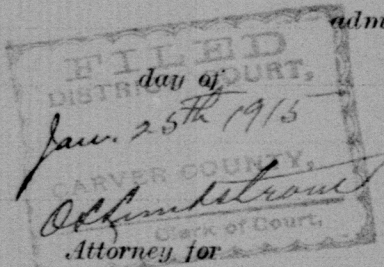
Defendant.

Affidavit

Due and personal service of the within

admitted

this



W. F. ODELL,  
Chaska Arlington, Minn.

Attorney for Plff.

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

with

at the house of the usual abode of said

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.

E 229



STATE OF MINNESOTA, )  
 ) ss.  
COUNTY OF CARVER., )

I hereby certify and return, that on the 25th, day of January 1915, at the City of Chaska County and State aforesaid, I served the SUMMONS hereto attached upon Herman Lawin, the defendant named therein by handin to and leaving with him personally a true copy thereof.

I farther certify and return, that after due diligent search, I have been unable to find the within named defendants; George Hearth, \_\_\_\_\_, Hearth wife of George Hearth, Adam Herdt, \_\_\_\_\_, Herdt wife of Adam Herdt, Caroline Lawin, Margaretha Ebinger Schubert, \_\_\_\_\_, Ebinger wife of Jacob Ebinger Jr., \_\_\_\_\_, Ebinger wife of Henry Ebinger, \_\_\_\_\_, Ebinger wife of Richard Ebinger, George Faber, and August Lawin; within my said County and the defendants aforesaid cannot be found within said Carver County.

Dated this 25th, day of  
January A.D. 1915.  
Sheriff's fee return \$2.00  
Mileage, 20  
Total, \$2.20

*G.A. Gotz*  
Sheriff Carver County, Minn.

Illegible  
(Light Ink)



1550-1552

English-Spanish District

1944

135

Summary

George Hearsh, \_\_\_\_\_ Hearsh wife of George  
Hearsh, Adam Heril, \_\_\_\_\_ Heril wife of Adam  
Heril, Caroline Heril, \_\_\_\_\_ Heril wife of Jacob Heril,  
\_\_\_\_\_, \_\_\_\_\_ wife of Jacob Heril Jr.,  
\_\_\_\_\_, \_\_\_\_\_ wife of Henry Heril,  
\_\_\_\_\_, \_\_\_\_\_ wife of Edward Heril, David Heril, Au-  
gust Heril and Norman Heril; also all other persons un-  
known claiming any right, title, estate, interest or  
claim in the real estate described in the complaint hereto  
attached.

1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 26

W.C. & M. J. Quice  
Quice, Ill.



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 aforesaid, 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.



#229 Original

State of Minnesota,

County of Carver

District Court.

Joseph Lano

Plaintiff.

vs.

George Heath et al.

Defendant

Summons

Due and personal service of the within  
admitted

this day of

Attorney for

W. F. ODELL,  
Arlington, Minn.

Attorney for Plff.

E 229

State of Minnesota,

County of

ss.

and says, that at the

day of

upon

19, he served the within

the

therein named, personally, by

leaving with said

with

at the house of the usual abode of said

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

Subscribed and sworn to before me this

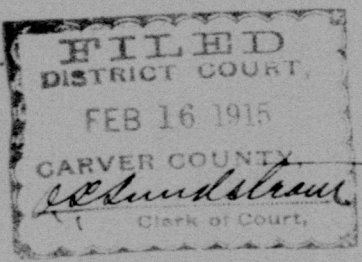
day of

19

Notary Public,

My Commission Expires

County, Minn.





STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

-----+-----  
Joseph Lano

Plaintiff

vs

George Hearth, \_\_\_\_\_ Hearth wife of George  
Hearth, Adam Herdt, \_\_\_\_\_ Herdt wife of Adam  
Herdt, Caroline Lawin, Margaretha Ebinger Schu-  
bert, \_\_\_\_\_ Ebinger wife of Jacob Ebinger Jr.,  
\_\_\_\_\_ Ebinger wife of Henry Ebinger,  
\_\_\_\_\_ Ebinger wife of Richard Ebinger, George Faber,  
August Lawin and Herman Lawin; also all other per-  
sons unknown claiming any right, title, estate,  
interest or lien in the real estate described in  
the complaint herein

Defendants  
-----:-----

State of Minnesota

ss

County of Carver

W. F. Odell came personally before me, and having been first duly sworn, doth depose and say, that he is one of the attorneys for the plaintiff in the above entitled action; that the subject of said action is real property within the State of Minnesota in which said defendants claim an interest adverse to said plaintiff and the relief demanded consists wholly in excluding them from any such interest; that the summons therein was personally served on the defendant Herman Lawin and that proof of such personal service of said summons has been filed with the Clerk of said Court; that the summons in said action was served upon all the other defendants therein named by the publication of such summons and of a notice of lis pendens in said action in The ~~Valley~~ Weekly Valley Herald, and that the proof of such service by publication has been filed with the Clerk of said Court; that more than twenty days have elapsed since the service

of said summons as aforesaid, and that no appearance by or on behalf of said defendants or any of them has been made in said action and no answer or demurrer, or copy of either, has been served upon or received by the plaintiff in this action or his attorneys therein, and said defendants are, and each of them is, wholly and entirely in default in said action.

*W. H. Rice*

Subscribed and sworn to before me this 29th day of March, 1915.

*J. H. Ramsey*  
County Auditor  
Carroll Co., Missouri



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.

being first duly sworn upon oath deposes  
and says, that at the in said County and State, on the  
day of 19 , he served the within  
upon the  
therein 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,

County, Minn.

My Commission Expires

State of Minnesota,

County of

Carver

Court.

District

Joseph Lano

Plaintiff.

vs.

George Heath, et al.

Defendants

Affidavit of W. F. ODELL

Due and personal service of the within

admitted

FILED  
DISTRICT COURT,  
JUN 24 1915

this

day of

CARVER COUNTY

Clerk of Court.

Attorney for

W. F. ODELL,  
Charles Arlington, Minn.

Attorney for

E 229



Illegible  
(Light Ink)



SECRET

1990年12月25日

25

Complaint

[illegible]

4-20

1. That on 14 June 1964, the following information was received from the following sources:

(1) The following information was received from the following sources:

(a) The following information was received from the following sources:

(b) The following information was received from the following sources:

(c) The following information was received from the following sources:

(d) The following information was received from the following sources:

(e) The following information was received from the following sources:

(f) The following information was received from the following sources:

(g) The following information was received from the following sources:

(h) The following information was received from the following sources:

(i) The following information was received from the following sources:

(j) The following information was received from the following sources:

(k) The following information was received from the following sources:

(l) The following information was received from the following sources:

(m) The following information was received from the following sources:

(n) The following information was received from the following sources:

(o) The following information was received from the following sources:

(p) The following information was received from the following sources:

(q) The following information was received from the following sources:

(r) The following information was received from the following sources:

(s) The following information was received from the following sources:

(t) The following information was received from the following sources:

(u) The following information was received from the following sources:

(v) The following information was received from the following sources:

(w) The following information was received from the following sources:

(x) The following information was received from the following sources:

(y) The following information was received from the following sources:

(z) The following information was received from the following sources:



3. That said defendant, at and from the time, place and date  
of interest in said real estate, was lawfully seized of said  
plaintiff.

Wherefore plaintiff prays the judgment of this  
Court decreed in favor of said plaintiff and against said  
defendant, and that the costs of this action be paid by said  
defendant to said plaintiff, and that the said real estate be  
sold and the proceeds thereof be paid to said plaintiff, and  
that the said defendant be ordered to pay to said plaintiff  
the sum of \$10,000.00, and that the said defendant be ordered  
to pay to said plaintiff the sum of \$10,000.00.

W. C. v. W. F. Odell



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

in said County and State, on the

being first duly sworn upon oath deposes

herein named, personally, by

leaving with said

with

at the house of the usual abode of said

, 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.

State of Minnesota,

County of Carver

District

Court.

Joseph Lano

Plaintiff.

vs.

George Hearn et al.

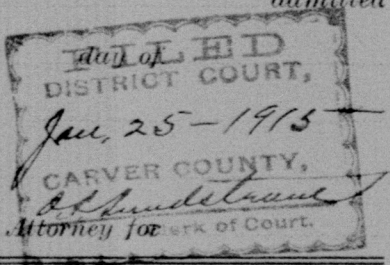
Defendant

Complaint

Due and personal service of the within

admitted

this



W. C. & W. F. ODELL,  
Chaska, Minn.

Attorney for

Plff.

E 229



STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

-----:-----

Joseph Lano

Plaintiff

vs

George Hearth, \_\_\_\_\_ Hearth wife of George  
Hearth, Adam Herdt, \_\_\_\_\_ Herdt wife of Adam  
Herdt, Caroline Lawin, Margaretha Ebinger Schu-  
bert, \_\_\_\_\_ Ebinger wife of Jacob Ebinger Jr.,  
\_\_\_\_\_ Ebinger wife of Henry Ebinger, \_\_\_\_\_  
Ebinger wife of Richard Ebinger, George Faber,  
August Lawin and Herman Lawin; also all other per-  
sons unknown claiming any right, title, estate,  
interest or lien in the real estate described in  
the complaint herein

Defendants

-----:-----

The above entitled cause came duly on for trial at a special  
term of said court held at the Court House in the City of Chaska  
in said County on the 29th day of June, 1915, before the Hon. P.  
W. Morrison, Judge of said Court, without a jury.

W. C. & W. F. Odell, Esqs., appeared as attorneys for said  
plaintiff; there was no appearance by or on behalf of said defend-  
ants or any of them.

After considering the evidence adduced at the trial of said  
action and all matters and things connected therewith the Court  
finds as follows, viz:

As Findings of Fact:

1. That the plaintiff is, and at the time of the commencement  
of this action he was, in possession of the premises hereinafter  
described.

2. That he is, and for some time past has been, the owner in  
fee simple of the following described real estate situate, lying  
and being in the County of Carver and State of Minnesota, viz:  
The South Half of the Southwest Quarter, and the South Half of  
the North Half of the Southwest Quarter, Section Eight (8), Town-

ship 115, Range 23, excepting therefrom the right-of-way lands heretofore acquired and now used by the Minneapolis & St. Louis Railroad Company and the Hastings & Dakota Railroad Company respectively; Lot No. One (1) of Section Seventeen (17), Township 115, Range 23; and, the Northwest Quarter of the Northwest Quarter of said Section Seventeen (17), excepting therefrom 6.3 acres formerly sold to the Hastings & Dakota Railroad Company and to the Minneapolis & St. Louis Railroad Company for rights-of-way, and also excepting therefrom 97/100 acres in the northeast corner of said Northwest Quarter of the Northwest Quarter formerly deeded to Henning and Melvin as recorded in Book 3 of Deeds, at page 199, in the records of the office of the Register of Deeds for said Carver County.

3. That said defendants, and each of them, claim an estate or interest in said real estate above described adverse to said plaintiff.

As Conclusions of Law:

1. That plaintiff is entitled to the judgment and decree of this Court determining

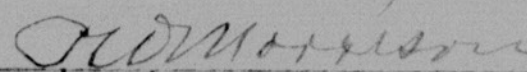
a. That he is the owner in fee of the above described premises free from any claim thereto of said defendants or any of them;

b. That neither of said defendants has any right, title or interest in or to said real estate or any part thereof;

c. That plaintiff's title in and to said real estate be quieted and confirmed.

Let judgment be entered accordingly.

Dated, Chaska, June 29, 1915.

  
Judge of the District Court.



State of Minnesota,

ss.

County of

that he is the

and within entitled action; that he has heard read the foregoing

that the same is true

matters therein stated on information and belief, and as to such matters he believes it to be true.

being first duly sworn upon oath says

in the foregoing

of his own knowledge, except as to

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

19

, he served the within

upon

the

therein 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.

#229  
Original

State of Minnesota,

County of

Carver

District

Court.

Joseph Lano

Plaintiff.

vs.

George Heath  
et al.

Defendants

Findings & Decision

Due and personal service of the within

this **FILED** admitted  
DISTRICT COURT,  
day of  
JUN 29 1915  
CARVER COUNTY,  
Clerk of Court.  
Attorney for

W. F. ODELL.  
Arlington, Minn.

Attorney for

F 229



STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

-----:-----  
Joseph Lano

Plaintiff

VS

George Hearth, \_\_\_\_\_ Hearth wife of George  
Hearth, Adam Herdt, \_\_\_\_\_ Herdt wife of Adam  
Herdt, Caroline Lawin, Margaretha Ebinger Schu-  
bert, \_\_\_\_\_ Ebinger wife of Jacob Ebinger Jr.,  
\_\_\_\_\_ Ebinger wife of Henry Ebinger, \_\_\_\_\_  
Ebinger wife of Richard Ebinger, George Faber,  
August Lawin and Herman Lawin; also all other per-  
sons unknown claiming any right, title, estate,  
interest or lien in the real estate described in  
the complaint herein

Defendants  
-----:-----

The above entitled cause having come duly on for trial before  
the Hon. P. W. Morrison, Judge of said Court, without a jury, at  
a special term of said Court held at the Court House in the City  
of Chaska in said County on the 29th day of June, 1915; and said  
Judge having made and filed his findings and decision in said  
cause;

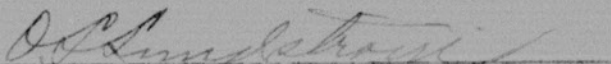
Now, Therefore, On motion of W. C. & W. F. Odell, Esqs., at-  
torneys for said plaintiff, It is hereby Adjudged, Determined and  
Decreed, That said plaintiff is the owner in fee simple of the  
following described premises situate, lying and being in the  
County of Carver in the State of Minnesota, viz: The South Half  
of the Southwest Quarter, and the South Half of the North Half of  
the Southwest Quarter, Section Eight (8), Township 115, Range 23,  
excepting therefrom the right-of-way lands heretofore acquired  
and now used by the Minneapolis & St. Louis Railroad Company and  
the Hastings & Dakota Railroad Company respectively; Lot No. One  
(1) of Section Seventeen (17), Township 115, Range 23; and, the  
Northwest Quarter of the Northwest Quarter of said Section Seven-  
teen excepting therefrom 6.3 acres formerly sold to the Hastings  
& Dakota Railroad Company and to the Minneapolis & St. Louis Rail-

road Company for rights-of-way, and also excepting therefrom 97/100 acres in the northeast corner of said Northwest Quarter of the Northwest Quarter formerly deeded to Henning and Melvin as recorded in Book 3 of Deeds, at page 199, in the records of the office of the Register of Deeds for said Carver County.

And, on like motion, It is further Adjudged, Determined and Decreed, That neither of said defendants has any right, title or interest in or to or any lien on said real estate or any part thereof.

And, on like motion, It is further Adjudged, Determined and Decreed, That the title of said plaintiff in and to said real estate be and the same hereby is quieted and confirmed.

By the Court,

  
Clerk.

Dated, June 29, 1915.



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

19

being first duly sworn upon oath deposes  
in said County and State, on the

upon

the

therein 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.

Original

State of Minnesota,

County of

Carver

District

Court.

Joseph Lano

Plaintiff.

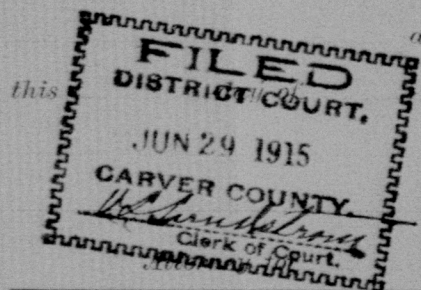
vs.

George Heath et  
al.

Defendants

Judgment

Due and personal service of the within  
admitted



W. F. ODELL.  
Arlington, Minn.

Attorney for

E 229.



3444  
No. 230

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

*In the Matter of the Petition  
of Anna, Rachel, William &  
Viola to adopt Margaret  
Luise Schaefer, an infant,  
as her child.*

— Defendant —

*W. & H. Hill*  
Attorneys Plaintiff's Attorney

Defendant's Attorney

Date of Entry *Jan. 26<sup>th</sup>* 1915

Register of Actions *E* Page *230*

Term Tried *in chambers* 1915

Judgment for *Adoption*

Amount of Judgment, \$

Date of Judgment *Jan 26<sup>th</sup>* 1915

Judgment Book *5* Page *489-90*

Default Judgment Book Page

Date of Docketing 191

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(Light Ink)



IN SENATE  
January 21, 1892  
REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 1, 1891  
ALBANY: J. B. LEECH, STATE PRINTER.  
1892.

4

W. C. & W. J. O'Call  
Attorneys for Petitioner

Anna Baessler Michaud



Anna Barster Nicholas.

Subscriptions  
Judge of Disput





that one of the witnesses, named, and that the  
witnesses of the other party, named, and that the  
witnesses of the other party, named, and that the

William M. M. M.

W. M. M. M.  
Judge of Dispute



THE

OF

OF

OF

OF

OF

OF

OF

Tom Morrison



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

therein named, personally, by

leaving with said

with

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

19, he served the within

the

at the house of the usual abode of said

, a

Original  
#230  
State of Minnesota,  
County of Carver

District Court.

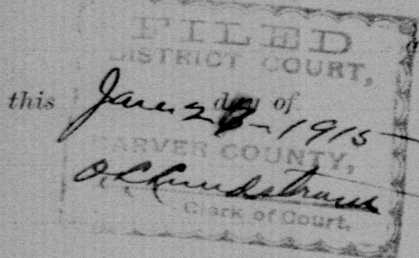
In the Matter of the  
Petition of Anna Bas-  
ler Kuhnke, etc. <sup>Plaintiff</sup>

~~Defendant.~~

Petitions and Order

Due and personal service of the within

admitted



Attorney for

W. F. ODELL,  
Chaska, Arlington, Minn.

Attorney for

Petitioner

F230



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(Light Ink)



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"tione" and "tion" and "tion" and "tion"  
to a "tione" and "tion" and "tion"  
as in "tione" and "tion" and "tion".

} Dec 1



it O. L. Lundstrane

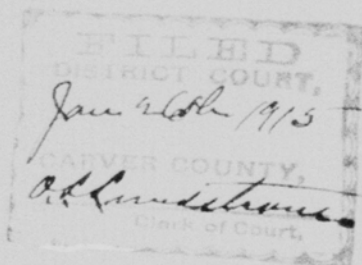
# 238  
In District Court  
County of Carver.

---

In the Matter of the  
Petition of Anna Bassler  
Nichols for leave to adopt  
as her child Margarete  
Luise Schraam, an infant

---

Seesee.



W. C. & W. T. O'Connell  
Attorneys of Petitioner  
D-489-90



3445a  
No. 232

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

*R. F. Walter*

Plaintiff

vs.

*Joe. Herley*

Defendant

*R. R. Curran*

Plaintiff's Attorney

*John J. Foley*

Defendant's Attorney

Date of Entry

*Jan. 29th 1915*

Register of Actions

*F*

Page

*232*

Term Tried

191

Judgment for

Amount of Judgment, \$

Date of Judgment

191

Judgment Book

Page

Default Judgment Book

Page

Date of Docketing

191

State of Minnesota, } ss.  
 County of Carver

R. F. Walter,

In Justice's Court,  
 Before H. F. Heithaus Esq.  
 Justice of the Peace

Plaintiff

vs  
 Jos. Wherley

Defendant

State of Minnesota, } ss.  
 County of Carver

the Defendant

Jos. Wherley

in this action, being duly sworn, says that he appeals  
 to the District Court in and for said County, from the judgment rendered by said Justice of the Peace in the  
 cause, on the 25th day of Nov., 1914, in favor of said Plaintiff,

R. F. Walter;

and against said Defendant Jos. Wherley

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

Subscribed and sworn to before me this

11th

day of

December 1914

John J. Wherley  
 Public Carver Minn  
 My Com. expires Apr. 22, 1920.  
 Justice of the Peace



6-232  
IN JUSTICE'S COURT

County of

Carver

R. F. Wolter,

Plaintiff

- vs -

Joe. Wherley

Defendant

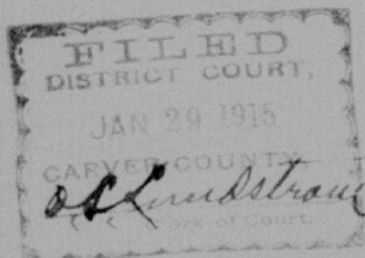
APPEAL AFFIDAVIT

Filed this 14th day of Dec.

A. D. 1914.

A. F. Heiskamp  
Justice of the Peace

1181000



E 232

## Notice of Appeal.

1  
2 State of Minnesota } In Justices Court  
3 County of Carver } ss Before A. F. Kerkhamp Esq.

4 Justice of the Peace  
5 R. F. Wolter, Plaintiff

6 vs. } Notice of Appeal.

7 Jos. Wherley, Defendant }  
8 To R. F. Wolter, Plaintiff and P. R. Curran, his Attorney.

9 Please take Notice, that the above named,  
10 Jos. Wherley, appeals to the District Court in and  
11 for said County, from the judgment rendered  
12 by said Justice of the Peace in the above  
13 entitled Cause, on the 25th day of November  
14 1914 in favor of said R. F. Wolter and  
15 against said Jos. Wherley therein, for the  
16 sum of \$ 77.34; and that said appeal  
17 is taken upon questions of both law  
18 and fact.

19 Dated this 4th day of December, 1914,  
20 John J. Fahy,  
21 Defendant's Attorney,  
22 Norwood, Minn.



#232

8

Original

In Justices Court  
Carver County

R. F. Walter  
Plaintiff

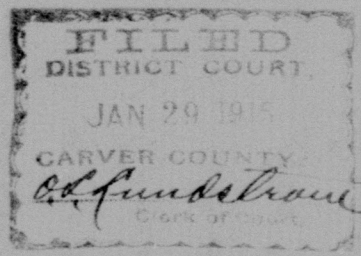
-vs-  
J. S. Wheeler  
Defendant

Due and personal service  
of the within Notice of  
Appeal is hereby admitted  
at Young America

this 4th day of Dec,  
1914

P. D. Lyman

Plaintiff's Attorney  
Filed this 4th day  
of Dec. 1914  
G. F. Neithaus  
Justice of the Peace



F 232



State of Minnesota,  
County of Carver

ss.

In Justice's Court,  
Before H. J. Heithaus Esq.  
Justice of the Peace

R. F. Wolter, Plaintiff  
vs  
Jos. Wherley Defendant

Know all Men by these Presents, That we  
Jos. Wherley  
Defendant in the above entitled action as principal, and  
August Bloedel and Albert Teubert  
as sureties,  
are held and firmly bound unto R. F. Wolter

Plaintiff in the above entitled action, in the sum of  
One hundred Dollars, lawful  
money of the United States, to be paid unto the said Plaintiff, his heirs,  
executors, administrators or assigns, for which payment well and truly to be  
made, we jointly and severally bind ourselves and each of our heirs, executors and  
administrators, firmly by these presents.

Sealed with our seals and dated this 14th day of Dec. 1914

The condition of this obligation is such, that whereas ~~a writ of replevin has~~ the said Jos. Wherley appeals  
to the District Court in and for said County, from a certain judgment ren-  
dered by said Justice of the Peace in said Cause, on the 29th day of Nov., 1914  
in favor of said R. F. Wolter and against said Jos. Wherley for the sum of  
Seventy-Seven and 34/100 Dollars (\$77.34) Dollars,  
replevied by virtue of said writ, and said Defendant require a return of such  
property to \_\_\_\_\_, according to the statute in such case made and provided;

NOW, THEREFORE, ~~if said property shall be delivered to said Plaintiff, if~~ the appellant shall prosecute his appeal  
~~delivery be adjudged, and if said Plaintiff shall be paid such sum as for any~~  
~~cause may be recovered against the Defendant as damages or costs in said action,~~  
then this obligation ~~shall~~ to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this  
14th day of Dec. A. D. 1914

Signed, Sealed and Delivered in Presence of

John F. Lakey  
John Hogan

Joseph Wherley  
August Bloedel  
Albert Teubert

Seal  
Seal  
Seal  
Seal



State of Minnesota,  
County of Carver } ss.

On this 4th day of December A. D. 1914 before me, a  
Notary Public  
August Bloedel, and Albert Teubert

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

Notary Public Carver Co. Minn.  
my Com. expires April 22, 1920

State of Minnesota,  
County of Carver } ss.

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

Subscribed and sworn to before me this  
11th day of Dec 1914

Amount of Justification, \$ 100.00

Amount of Justification, \$ 100.00

Notary Public, Carver Co. Minn.  
my Com. expires Apr. 22, 1920  
General Laws 1907, Chap. 311, Sec. 1

State of Minnesota,  
County of \_\_\_\_\_ } ss.

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Amount of Justification, \$ \_\_\_\_\_

Amount of Justification, \$ \_\_\_\_\_

Amount of Justification, \$ \_\_\_\_\_

IN JUSTICE'S COURT

County of Carver

R. J. Walter,

Plaintiff

VS

Jos. Wherley

Defendant

Bond on Appeal  
DEFENDANT'S BOND IN REPLEVIN

I hereby approve the within Bond and  
the sureties thereon.

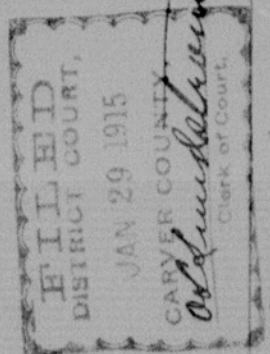
Dated Dec. 4 1914

Justice of the Peace

The within Bond filed this 4th  
day of Dec. 1914

Justice of the Peace

123500



E 232

State of Minnesota, } ss.  
County of Carver

The STATE OF MINNESOTA, To

Henry Rolf

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of Young America Minnesota on the 23<sup>d</sup> day of November 1914, at one o'clock in the after noon of said day, to give evidence in a certain cause then and there to be tried between R. F. Walter Plaintiff

Plaintiff, and

Joseph Wherley

Defendant, on the part of the

Plaintiff

Given under my hand this 23<sup>d</sup> day of Nov. 1914

A. F. Weikamp

Justice of the Peace



State of Minnesota,

ss.

County of

Carver

I hereby certify and return, that on the

23

day of Nov. 1914 I served the within Subpoena upon the within named parties, personally by exhibiting and reading the same to.

and paid in advance \$ . fees for one day's attendance, and for traveling to and returning from the place where he was required to attend; also, that necessarily traveled miles in the service of said Subpoena.

Dated this 23 day of Nov 1914

FEES,---Mileage, Miles, \$

Service, - - - \$

R. F. Walter Constable

IN JUSTICE'S COURT

County of

Carver

R. F. Walter

vs

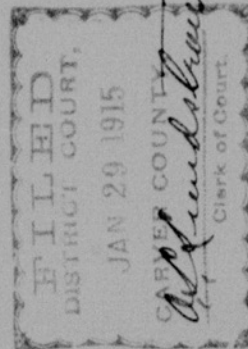
Joseph W. Henry

SUBPOENA

Filed this 23 day of Nov  
A. D. 1914

A. F. Beetham  
Justice of the Peace

9113000



E 232

State of Minnesota,

} ss.

County of

Carver

The STATE OF MINNESOTA, To

Clarence Themert

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of Young America Minnesota on the 23 day of Nov. 1914, at one o'clock in the afternoon of said day, to give evidence in a certain cause then and there to be tried between

R. F. Walter

Plaintiff, and

Joseph Wherly

Defendant, on the part of the

Plaintiff

Given under my hand this

23

day of

Nov.

1914

A. F. Hestkamp

Justice of the Peace



State of Minnesota,

ss.

County of

Carver

I hereby certify and return, that on the

25

day of Nov 1914 I served the within named parties, personally by exhibiting and reading the same to

and paid in advance \$ , fees for one day's attendance, and for traveling to and returning from the place where he was required to attend; also, that miles in the service of said Subpoena.

Dated this 23 day of Nov 1914

FEES, Mileage, Mils. \$  
Service, \$

R F Walter Constable

IN JUSTICE'S COURT

County of

Carver

R. F. Walter

vs.

Joseph Wherley

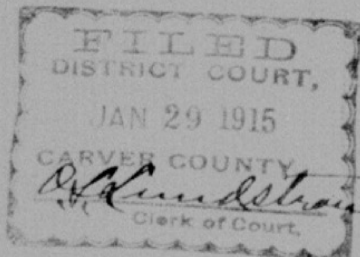
SUBPOENA

Filed this 23 day of Nov.  
A. D. 1914

J F Beetham

Justice of the Peace

9413000



F 232

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Original

STATE of MINNESOTA ) ss  
County of Carver )

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

You are hereby commanded to summon Joseph Wherly the Defendant herein if he shall be found in your County, to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the 23rd day of November 1914, at one o'clock in the afternoon of said day at my office in the Village of Young America in said County, to answer the complaint of R.F. Walter Plaintiff, in a civil action, wherein the Plaintiff claim the sum of Sixty Eight Dollars and FORTY cents ( \$68.40 ) and have you then and there this writ.

Given under my hand and dated this - 16th day of Nov. 1914

*J. F. Heitkamp*  
Justice of the Peace

Copy.....  
Relief.....

WEEK - MILEAGE

COUNTY OF CARVER

STATE OF MINNESOTA

I hereby certify and return to the  
Court of said County  
that I served the within summons upon the  
defendant named herein personally  
within the time and manner  
required by law and that I  
delivered a copy thereof to him.  
Witness my hand and seal  
this 16th day of November 1914

Justice of the Peace

*J. F. Heitkamp*

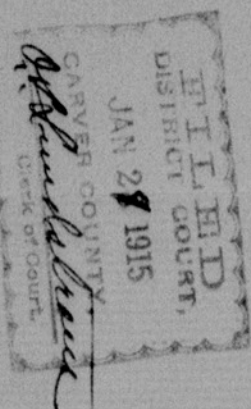
Returned and filed this 17 day of Nov 1914

SUMMONS

R.F. Walter, - vs - Joseph Wherly

County of Carver

In JUSTICE Court



F 232

F 232

Notarized and filed this 17 day of Nov 1914  
D. F. Bicknapp  
Justice of the Peace

Total.....\$2.70

Bear J. Truwe  
Constable

[illegible]

Deborah



Illegible  
(Light Ink)

R.F.WOLTER, Plaintiff,  
vs  
JOSEPH WHERLY, Defendant

STATE OF MINNESOTA )  
COUNTY OF CARVER )ss

In Justice Court

Before A.F.Heitkamp.

Young America Minn. Nov.16,1914. Summons Issued,returnable at my office in the village of Young America in said county on the 23rd day of November,1914 at one oclock in the afternoon , and delivered to constable O.J.Truwe for service. Plaintiff claims the sum of \$68.40.

November 17th,1914.Summons returned by constable O.J.Truwe with his certificate thereon, that on the 17th of November 1914 he served the written Summons upon the Defendant personally (and leaving a copy). Constable fees \$2.70.Summons filed November 23rd 1914. Case called: Plaintiff present with attorney P.R.Curran and filed a written complaint duly verified. Defendant appeared and filed a written answer,duly verified. J.J.Fahey appeared as attorney for Defendant. Witness R.F.Wolter Plaintiff,sworn and and testified. Plaintiff rests. Defendant cross-examined R.F.Wolter. Defendant rests. C.Themert witness for Plaintiff sworn and testified. Q. What kind contract did you have with R.F.Wolter? Objected by Defendant.Objection overruled . Q. Did you have a contract with Wolter to pay one half if you did not get water, and 70¢ a foot if he got water. Objected by Defendant . Objected on sustained. R.F.Wolter recalled by Plaintiffs attorney and testified. Q. Did you have a custom to make contracts of this one half no water and ~~70¢~~ 70¢ a foot if you get water. Objected . Objection sustained. Q. Ojected . Sustained. Joseph Wherly sworn and testified by Defendants counsel. Defendant pleaded . Rests. Plaintiff pleaded. Rests. 2Suppoenas filed

After considering the evidence it is adjudged and determined that Defendant pay the Plaintiff \$68.40 and costs of this action taxed at \$8.94 total \$77.34. Dated this 25th day of November 1914. Verdict rendered.

*A. F. Heitkamp*  
-----  
Justice of the Peace.



December 4th 1914. the said Defendant duly filed their affidavit of appeal in said matter, their appeal bond which was duly approved by me, and their notice of appeal with proof of service thereon.

Justice fees for making this transcript of the return not paid, altho requested.

Transcript delivered to Clerk of District Court.

*A. F. Heilkamp*

Justice of the Peace\*

#### Justice fees.

Issuing Summons .....	25	
" 2 Subpoenas.....	50	
Swearing 4 witnesses on trail.....	60	
Filing 5 papers .....	25	
Taxing of costs.....	15	
Entering 3 folios, Rocket Entries.....	45	
Officers Fees	<u>2.80</u>	2.80
Serving Summons 1 Copy.....	30	
Travel to make Service of Summons. 24M	2.40	
		<u>2.70</u>
Witness Fees		
Clarence Themert, Days 1, Miles 4.....	1.24	
Henry Rolf " 1. " 20.....	<u>2.20</u>	
		3.44
		<u>\$ 8.94</u>

NO. 1	Summons
" 2	Complaint
" 3	Answer
" 4	Subpoena
" 5	"
" 6	Appeal Affidavit
" 7	Bond on Appeal
" 8	Notice of Appeal

I hereby certify and Return  
that the within is a true  
and correct copy of all the  
proceedings had in said matter  
before me including papers  
No. 1 to 8.

a F. Steinkamp  
Justice of the Peace



State of Minnesota }  
County of Carver }

In Justice's Court  
Before A. F. Keithamp, Justice of the Peace.

R. L. Walter, Plaintiff }  
- vs - } Complaint -  
Joseph Wherby, Defendant }

The plaintiff complains of defendant and alleges:

- (I) That on the ~~13th~~ day of ~~June~~ 1914, defendant was indebted to plaintiff in the sum of \$68.40, on account for services rendered in and about the construction of a well with his horses, well-digger and men, by plaintiff for defendant at his request, between the ~~2nd~~ day of ~~June~~ 1914, and the ~~31st~~ day of ~~June~~ 1914.
- (II) That no part thereof has been paid, although demand was made from time to time more than thirty days before the commencement of this action.

Wherefore plaintiff demands judgment against this defendant:

- (I) For the sum of Sixty eight dollars and forty cents (\$68.40).  
(II) For his costs and disbursements herein.

P. R. Curran,  
Atty for Plaintiff,  
Young America, Minn.

State of Minnesota ss.  
County of Carver

R. L. Walter being first duly sworn says that, he is the plaintiff herein; that he has read the foregoing complaint and knows the contents thereof; and that the same is true of his own knowledge, except as to those things stated on information and belief and as to such he believes to be true -

R. L. Walter

Subscribed and sworn to before me this 23rd day of Nov. 1914.

Justice of the Peace, Carver Co., Minn.



#232

(2)

Injustice Court  
Carver Co., Minn.

R. L. Wolter, Plaintiff.

- vs -

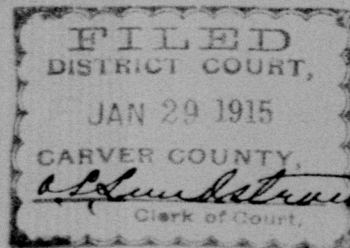
Joseph Wherly, Defendant.

Complaint

Filed this 23<sup>rd</sup> day  
of Nov. 1914

A. F. Heitkamp

Justice of the  
Peace



E2.32

P. R. Curran,  
att'y for plaintiff.  
Young America, Minn.



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State of Minnesota,  
County of Carver,

In Justice's Court,  
Before A. F. Heitkamp, Esq., Justice of the Peace

-----:-----

R. F. Wolter,

Plaintiff.

-vs-

Joseph Wherley,

Defendant.

-----:++-----

Comes now said defendant and for his answer to the complaint of the plaintiff herein alleges:

He denies said complaint and each and every part and portion thereof except as is hereinafter expressly admitted, qualified or otherwise explained.

Defendant avers that sometime in the month of May or June, 1914, the exact date of which this defendant does not now recall, plaintiff and defendant entered into an agreement wherein and whereby the said plaintiff promised and agreed to dig and construct a well on the premises of said defendant and guaranteed to furnish defendant with a good and sufficient supply of water therein for the use of said defendant on his said farm, and that said plaintiff was to receive for the digging and constructing of said well the sum of one dollar a foot. That said defendant then and there agreed to pay to said plaintiff the said sum of one dollar a foot for and in consideration of the constructing and digging of the aforesaid well on his said premises and not otherwise.

That plaintiff wholly failed to perform the conditions and terms of said contract and agreement on his part to be kept and performed in this that plaintiff wholly failed and neglected to dig and construct a well on the premises of said defendant that would furnish said defendant sufficient water for his use on said farm but that plaintiff dug a hole in the ground about 90 feet deep and abandoned said well before he found a supply of water and plaintiff wholly failed and neglected to furnish said defendant with a supply of water as he promised and agreed so to do.

That by reason of plaintiff's failure and neglect to perform the conditions of his contract on his part to be kept and performed he is in default and is entitled to no compensation for his said work.

That defendant was and is now ready to do and perform all the conditions of said agreement on his part to be done and performed.

Wherefore defendant demands judgment that plaintiff take nothing herein and that defendant have his costs and disbursements herein.

John J. Fahey,  
Defendant's Attorney,  
Norwood, Minnesota.



State of Minnesota,

County of Carver.

88.

Joseph Wherley being first duly sworn upon oath says  
that he is the defendant in the foregoing  
and within entitled action; that he has heard read the foregoing answer  
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.

Joseph Wherley  
Subscribed and sworn to before me this 23rd day of

November 19 14.  
John J. Fahy  
Notary Public Carver Co., Minnesota.

My Commission Expires April 22, 1920.

State of Minnesota,

COURT.

88.

County.

JUDICIAL DISTRICT.

Plaintiff.

AGAINST

SUMMONS

Defendant.

The State of Minnesota to 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  
aforesaid, 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

therein named, personally, by

leaving with said

with

at the house of the usual abode of said

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

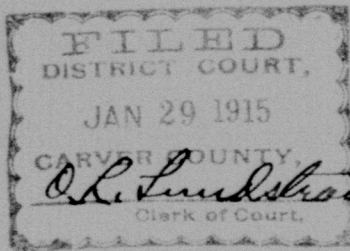
19—

Notary Public

My Commission Expires

County, Minn.

#232



F232

3

State of Minnesota

County of

Court.

Plaintiff.

vs.

Defendant.

Due and personal service of the within

admitted

this day of

A. F. Heitkamp

Attorney for

J. J. FAHEY

Norwood, : Minn.

Attorney for



3446

John Hall

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In Justice's Court  
before  
A. F. Young  
Justice of the Peace.

PRELIMINARY HEARING.

A P P E A R A N C E S :

Francis Muekel, Esquire, appeared on the part of the Defendant.

Direct Examination.

Q Your name is A. P. Mellquist? A Yes, sir.

Q Where do you live? A In East Union.

Q In what township and what county is East Union?

A Town of Dahlgren in Carver county.

Q What is your business?

A I have a general store; merchandise.

Q And what was your business on the 16th day of March, last?

A It was my same business, a general store.

Q Your business was then conducted in the same building and at the same place it is now?



A Yes, sir, yes.

Q Will you tell us in what section of Dahlgren town your store building is located?

A In section 35.

Q How do the roads lie with reference to your store building?

A I didn't get that.

Q Question read.

A They go north and south, east and west.

Q Your store, then, is at a cross roads, is it?

A Yes, sir, yes.

Q On which side of the store is the road that runs east and west?

A On the south side, at the south end.

Q That is the front end of your store building, is it?

A Yes, sir, yes.

Q And the road that runs north and south is at the east end of your store building, is it?

A East side.

Q East side; the length of ~~xxxx~~ the store is from north to south?

A Yes, sir.

Q Is it; where is your home with reference to the store building?

A On the--on the east side of the road, east from the store.

Q The store is about how far distant from your house?

A Oh, about ten rods.

Q Now, is there any opening in the store building on the east side?

A Yes, sir.

Q How many of them, if more than one?

A Doors?

Q Any openings of any kind?

A There are two doors, the main door and the addition door.

Q And the addition door? A And the addition door.

Q The addition is west of the store, I believe, is it?

A Yes, sir.

Q And there is a door on the south side of that addition?

A Yes, on the south end of it, yes, sir.

Q Is there an opening from that addition into the store building?

A Yes, sir.

Q Whereabouts is that opening?

A The door, you mean?

Q The door from the addition into the main store?

A That's right in front of it, the same as the other.

Q You probably didn't understand my question; I had asked you whether there was an opening from the addition into the main store building?

A Yes, sir, yes, sir.

Q Now, where is that opening?

A That is at the end of the addition, pretty near the end of the addition, not quite.

Q Which end?

A The north end.

Q The north end?

A Yes, from the main store.

Q Now, is there an opening on the east side of the store building?

A No, not into the store.

Q On the east side of the store building, itself?

A Oh, yes, in the warehouse, yes.

Q There is a door that leads into the warehouse, is there?

A Yes, sir, on the east, that's right.

Q How many stories high is your building?

A One and a half.



Q Is there a basement underneath?

A Yes, sir.

Q Are there any windows--you may state whether or not there are any windows on the east side of the building?

A There is one window.

Q What is the size of that window?

A I couldn't give the dimensions, I think the window lights are 9 by 12, or 10 by 12, I ain't certain about that.

Q How many--do you know the size of the frame?

A No, I didn't measure that.

Q Well, you have an idea?

A A common window.

Q You can estimate the size of the frame?

A Well, I couldn't do that.

Q Oh, yes, you have seen it, haven't you?

A Oh, yes, but I never measured it.

Q You haven't any idea, at all, as to the size of it?

A I couldn't give the dimensions correctly.

Q Now, how is that window situated with reference to the ground outside of the store?

A It is about three feet from the ground.

Q The upper side of the window or the lower side?

A The lower side, two and a half or three, I couldn't say, I didn't measure that.

Q Does that window open into the basement or into the store, itself?

A No, sir, into the store.

Q Into the store? A Yes, sir.

Q Are there any windows on that side opening into the basement?

A Yes, sir.

Q How high is the lower side of that window from the ground level?

A That is, the window is 16 inches by 24.

Q Well, that isn't an exact answer to my question; the question is, how far does, how high is the lower side of that window, or how does the lower side of that window stand with reference to the ground level?

A Even with the ground, yes.

Q And what is the distance between the floor of that basement and the bottom of the window?

A About eight feet.

Q And the conditions that you have just described existed on the 16th day of March, last, did they?

A Yes, sir, in the night.

Q Now, you may tell us in a general way what the character of the stock of goods that you had on hand on the 16th day of March, in that store, was? Just in a general way.

A Well, I have dry goods, shoes, and crockery, groceries, hardware and jewelries, pocket knives, jewelries, watches, and, I can't remember just exactly all, but it was almost all that was necessary in a general store.

Q Well, calling your attention to one item in particular, did you carry shoes in your stock at that time?

A Yes, sir, yes, sir.

Q Now, have you any recollection of the time at which you closed your store for the night on the 16th of March, last?

A Yes, sir.

Q At about what time was it?

A It was between eight and nine.

Q And what had you done preparatory to closing up for the evening, before you left the store?

A I had put away the money, counted the money and put it away, and was going to close up the store, and, as I had done it, why, came in two men and wanted to do a little business; and the one that wanted to do the business wanted to have a



little check cashed, and so I had to go and get the change; I had money on myself, but I needed small change to cash that check, and when that was done he bought a pair of shoes of me, and I charged them to his father.

Q That was just before you went home?

A Yes, sir, after we were thru, I went home.

Q Where did you place the change, as you call it, that you had counted just before these men came in?

A I placed it in, on the hardware side where I had some small hardware boxes with different articles in, and I had it there a certain time, hid away, and I got it there, as I said, when I cashed the check, and then afterwards I put it back again.

Q In the place that you usually kept it in at night?

A Yes.

Q Now, at the time you counted that change, how much did you put into that box?

A \$25.00.

Q Can you tell us how many different coins there were there, and what they were?

A I cannot tell the different coins, well, I can tell they was some more 25, 50 and one dollar coins in silver,, and the dollar coins, I couldn't tell in 5 and 10, they were quite frequent.

Q But they aggregated \$25.00?

A Yes, sir.

Q Now, you say you took some money from that box with which to cash the check?

A Yes, sir, that was just change, small change, I think the check was of 2:15, and I had paper money on myself in one dollar bills.

Q Then, how much did you take from that box to apply on the payment of that check?

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Q In the place that you usually kept it in at night?

A Yes.

Q Now, at the time you counted that change, how much did you put into that box?

A \$25.00.

Q Can you tell us how many different coins there were there, and what they were?

A I cannot tell the different coins, well, I can tell they was some more 25, 50 and one dollar coins in silver,, and the dollar coins, I couldn't tell in 5 and 10, they were quite frequent.

Q But they aggregated \$25.00?

A Yes, sir.

Q Now, you say you took some money from that box with which to cash the check?

A Yes, sir, that was just change, small change, I think the check was of 2:15, and I had paper money on myself in one dollar bills.

Q Then, how much did you take from that box to apply on the payment of that check?



A Fifteen cents.

A Yes, sir.

Q Less fifteen cents? A Yes, sir.

As soon as those  
settlemen left.

A I had five matches.

Q And what else?

watches, two and a half dollar watches, I don't know what you call the material of them.

Q What was this calendar watch like?

A It was the size of this watch.

Q Do you know what the number of that case is?

A This case, no, I haven't got the number of that.

Q That is, I mean as to the size?

A The size, that's 16 size, 16 size.

Q That was the size, you mean the other watch was the same size as this watch?

A The same size.

Q Describe the face of that calendar watch, if you will?

A The calendar watch was wide like this small figure here where this second hand goes.

Q That is, it had a white face?

A White face, it wasn't like this one.

Q What were the hands like?

A The hands, they were two gold colored hands, and the second hand was a black one.

Q The hour and minute hand were--?

A Gold.

Q And the second hand was black?

A Yes, sir.

Q Of what material was the case made?

A Well, I couldn't say exactly, the same as this here, and I ain't certain about the name of it.

Q Gun metal?

A Gun metal, I think, I ain't positive as to that.

Q What was the back side of that watch like?

A The back side was a little face for the calendar, right in the center.

Q There was a crystal on the front side of the watch?

A Yes, sir.



Q I suppose; was there a crystal over the back side?

A Yes, sir.

Q And what was the ~~xxxx~~ calendar like, can you now, can you describe what it was like?

A Well, I couldn't do that exactly, the color of it.

Q From whom did you buy that watch?

A I bought it from Moore & Evans, in Chicago.

Q Well, you originally bought it, then, as a new watch?

A A new watch.

Q And when was it that you first got it into your stock?

Well, just an estimate?

A 1910.

Q 1910?

A I got the bill of it.

Q Did you sell it to anybody?

A Yes, sir.

Q To whom?

A Nels R. Johnson.

Q Does he live in that neighborhood?

A Yes, sir.

Q He is in the Court Room here today?

A Yes, sir.

Q Now, when you sold that watch to Mr. Johnson, was it any different in appearance?

A Yes, sir.

Q Than it was when you had it in your show case on the 16th of March?

A Yes, sir.

Q First, where did you get it, after you--from whom did you get it after you sold it to Mr. Johnson?

A From Mr. Johnson.

Q You got it from him in trade, did you?

A Yes, sir.

Q And it had been in your show case some little time after you got it from Mr. Johnson before the 16th of March?

A Yes, sir.

Q Now, in what respect was it different in appearance on the 16th of March than it was when you first sold it?

A The minute and hour hand they were gold colored when I got it from Mr. Johnson.

Q What were they like when you sold it to Mr. Johnson?

A They were black.

Q Then, as I understand it, when you sold that watch to Johnson, the three hands were black?

A Yes, sir.

Q Now, in what condition was your shoe stock on the evening of the 16th of March?

A The shoes, in that addition room I kept my main shoe line and then when I get in shoes I always take them in in the main building and unpack them there and mark them; and on that evening I had unpacked a case of shoes and put the boxes next to the trap door in the main building, near the counter; and that was the way--

Q They stood there in the individual boxes, then?

A Yes.

Q One box piled on another, I suppose?

A Yes.

Q How far from the trap door?

A Pretty close to it, so one could open that.

Q Was there any communication, any opening, from the basement into the main store building?

A Yes, sir.

Q What is that opening?

A A trap door and stairway.

Q The trap door entering into the store?



A Up into the store.

Q Up into the store? A To the store.

Q Now, when did you return to the store on the morning of the 17th of March, about what time of the day?

A About eight o'clock.

Q Now, you may state what you found on your return to the store on the morning of the 17th of March?

A Then I found the boxes where I had the money in on the writing desk, empty, and, after looking farther, I found the shoes gone, one pair of shoes, and the box stood empty, the paper box stood empty on the other shoes there.

Q Now, that money you said you had put in among the hardware, and you found it on the writing desk?

A Yes.

Q Where was the writing desk situated with reference to the place where you had originally put the box?

A The box--

By Mr. Muekel: Which box, the shoe box or the money box?

Q Money box. How far was that from the writing desk?

A Next to it on the same side where the writing desk stands, the hardware is on the same side, that is, both right hand side when you enter the front door.

Q That was on the east side?

A Yes.

Q Now, was there anything on the shoe box to indicate the kind of shoe that had been in that box?

A Yes, sir, "C. Gotzian & Company, St. Paul."

Q Was it a man's or woman's shoe?

A Man's shoe.

Q And can you tell anything as to the size of the shoe?

A Number 7.

Q How much money did you find in that box when you found it

on the writing desk?

A Nothing, no money.

Q And that was the box in which you told us you had placed about \$25.00 in change?

A Yes, sir, yes, sir.

Q Now, what else did you discover in your store building?

A I looked for the place where they had went in; ain't that what you mean?

A Well, I want to know something about the conditions there; you looked for the place where you thought somebody had entered?

A Yes, sir.

Q What did you find?

A I couldn't find anything inside the store; first I looked all over the main building, then I looked in the addition building at the front and the window on the side of it, and it wasn't unlocked, and then I looked in the warehouse, and I couldn't see any place, and the door was bolted, so finally I went outside and looked at this window on the east side going into the basement, and there I noticed that the frame had been taken out, the window frame had been taken out, and put back again, but couldn't get it into its place, it was twisted edgewise, it didn't go in exactly.

Q This basement window was the one that you referred to as being in the east side of the store about level with the ground?

A Yes, sir.

Q Had you had any occasion to look at that window any time before the 16th of March?

A Yes, sir.

Q So you knew the condition in which that window was very shortly before the 16th of March?



A Yes, sir, yes, sir.

Q And was it in any different condition then than it was when you saw it on the morning of the 17th of March?

A Yes, sir.

Q Now, did you find anything else?

A Then I went back in the basement.

Q In the store?

A To find anything else in the store.

Q That is, indicating that anybody had been there?

A Yes, I went into the basement and then I noticed some empty wooden boxes were put up against the wall of the basement under the window, two boxes put on each other, and I noticed they had went back in the same--thru the window, that way.

Q Well, after making that discovery, did you continue your search further in the store?

A Yes, sir, then I did, but I made fire first before I searched any more in the store, made the fire, I generally make the fire the first thing I do when I come in, but I noticed those boxes before I made the fire, so I had to let that go.

Q Well, after you made the fire you continued your examination of the store then?

A Yes, sir.

Q What did you find?

A Then I found that the watch was gone, also.

Q Which of the watches that you have described was missing?

A The calendar watch, the second-hand watch.

Q The watch that you had taken in trade from Nels R. Johnson?

A Yes, sir.

Q Well, did you miss anything else at that time?

A No, not just at that time.

Q Well, I call your attention particularly, to refresh your

recollection, were there any checks in your store on the night of the 16th of March?

A Yes, sir.

Q Now, I ask the question, again; was there anything else missing from your store on the morning of the 17th of March?

A Why, I forgot them, yes, sir, yes, sir.

Q What else besides--?

A It was bank checks.

Q Now, at the time you counted your money on the night of the 16th of March, and put away your checks, did you make any memorandum or any paper of any kind relating to them?

A Yes, sir, yes, sir.

Marked State's Exhibit A.

Q Now, Mr. Mellquist, I call your attention to this sheet of paper; will you tell us, please, what that is?

A Shall I tell the date?

Q Well, I want you to tell us whether you ever saw that sheet of paper before?

A Yes, sir, yes, sir.

Q When did you see it first?

A I saw it on the evening of the 16th.

Q In whose handwriting is it?

A It is my own handwriting.

Q You made it on the 16th of March?

A Yes, sir.

Q Under what circumstances; how did you make it; how did you come to make it?

A Oh, I had intended to deposit the money, the checks and the money both, & so I thought of the payday that was going to be on the 20th, so I decided to not deposit the money because they always want to have their checks cashed, and this,--so I counted over the cash I had and it was \$25.00.

By Mr. Muekel: Well, I object to any testimony of the contents



of that paper because it isn't the best evidence.

Q And you made this slip, then, in the evening, just before you left for home?

A Yes, sir.

Q And you may state whether or not it fairly states the amount of money and checks that you had on hand that evening.

A Yes, sir.

By Mr. Odell: I offer that in evidence as State's Exhibit A. Received in evidence without objection.

Cross Examination.

By Mr. Muekel:

Q Mr. Mellquist, how long have you been in business at East Union?

A Thirty two years.

Q You have been in business in the same building for that period of time?

A Yes, sir.

Q And you say that on the 16th of March you were about to close your store when someone came in to cash a check?

A Yes, sir.

Q That was after you had counted your money?

A Yes, sir.

Q And put it in a nail box, or hardware box?

A Between.

Q What was the money in?

A In two paper boxes.

Q No, no, I mean, what did you have your money in, a pocket-book or a bag, or what?

A No, they were in small boxes that I had the change in, paper and one iron box.

Q Pasteboard boxes, you mean?

A Yes, and an iron box for an iron ~~drawery~~ <sup>drill,</sup> a box for ~~silver~~ <sup>silver</sup> ~~ware~~

that I used taking change.

Q And you counted your money that evening, did you?

A Yes, sir, yes, sir.

Q And you had \$25.00, about, in that little box in currency and silver, or was it all silver?

A It was in silver; probably it was a few small coins.

Q Did you have any paper money in there?

A Not in there.

Q It was all coin?

A Yes, sir.

Q And you say there was 25 dollars all together in those two little boxes?

A Yes, sir.

Q Is that the usual place that you keep your money?

A For a while, yes, not always.

Q You didn't have a cash register or cash drawer?

A No.

Q Who was the person that came in and cashed a check that evening?

A Arthur Blomquist.

Q How old is Arthur Blomquist?

A Why, he must be about 18 or 19, I ain't certain, something around that.

Q How long did he stay in the store with you?

A Well, about a half an hour, hardly, between a quarter and half an hour; I ain't certain.

Q What do you say he bought of you, a pair of shoes?

A Yes, sir.

Q Anything else?

A Didn't buy anything else.

Q Just bought the shoes, and cashed the check?

A Yes, sir.

Q You have testified, also, that there were some bank checks



missing from your store on the 17th?

A Yes, sir.

Q Was that check that was given you that evening--?

A That was missing.

Q That was missing? A Yes, sir.

Q Did you ever find that check after that?

A No, sir.

Q Never was returned to you?

A No, sir.

Q What did you say the purchase price of the pair of shoes you sold to Mellquist was?

A \$2.90; no, excuse, no, I was mistaken, the price of the shoes I thought of the shoes that were stolen, excuse me.

Q Well, what was the purchase price of the shoes that Blomquist bought?

A 3:25.

Q And you cashed this check for him, and you were obliged to go to your little money box to get the change?

A Yes.

Q Well, did Mr. Blomquist endorse it in your store, was that check payable to Mr. Blomquist?

A No, given to him.

Q And he endorsed it in your store, did he?

A Yes.

Q About how far from the desk was these two money boxes that you had your money in?

A Oh, about ten feet.

Q Did--at your desk you have writing materials, pen and ink and one thing and another for a person to write, if a person desired to?

A Yes, sir.

Q And did Mr. Blomquist endorse this check at your desk that evening?