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

Version 3
August 20, 2018

No. 3051

DISTRICT COURT,
CARVER COUNTY, MINN.

State of Minnesota
Plaintiff.

vs.

Henry K. Zimmberg
Defendant.

Thos F. Craven
Plaintiff's Attorney.

H. J. Peck
Defendant's Attorney.

Date of Entry Sept 25 1906

Register of Actions D *Page* 468

Term Tried October 1906

Judgment for

Amount of Judgment $

Date of Judgment 1

Judgment Book *Page*

Default Judgment Book *Page*

Date of Docketing 1

Herald Pub. Co., Chaska, Minn.

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss.
COUNTY OF CARVER.

DISTRICT COURT. No. 2411
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO Lambert J Dols

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 8th *day of* October *A. D.* ~~189~~ 1906, *at* 9 *o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between*

State of Minnesota *plaintiff*, *and*

H. K Zum Berge *defendant* *on the part of the* State *and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.*

WITNESS The Hon. P. W. MORRISON ~~Francis Cadwell~~, *Judge of said Court, at Chaska, this* 5th *day of* October *A. D.* ~~189~~ 1906

Seal.

K. O. Muehlberg *Clerk.*

T F Craven *Attorney.*

STATE OF MINNESOTA, }
CARVER COUNTY. } ss.

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named Lambert Dols by reading said Subpœna to him in his presence, in County and State aforesaid, on this 5th day of Oct 1906 ~~188~~

G A Gates
Sheriff of Carver County.

Fees 70 By ..... Deputy Sheriff.

No. 2411

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

State of Minnesota

AGAINST

H K Zum Berge

SUBPŒNA.

Issued Oct 5 1906 ~~189~~

H. O. Muehlberg

Clerk District Court.

RETURNED AND FILED

Oct 12th 1906

H. O. Muehlberg Clerk.

On part of State

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss.
COUNTY OF CARVER.

DISTRICT COURT, No. 2415
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO Martin Dols

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 8th *day of* October *A. D.* ~~189~~ 1906, *at* 9 *o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between* State of Minnesota *plaintiff*, *and* H. K. Zum Berge *defendant* *on the part of the* State *and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.*

WITNESS The Hon. ~~Francis Cadwell,~~ P. W. MORRISON, *Judge of said Court, at Chaska, this* 5th *day of* October *A. D.* ~~189~~ 1906

Seal.

H. O. Muehlberg *Clerk.*

T. F. Craven *Attorney.*

STATE OF MINNESOTA, }
CARVER COUNTY. } ss.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named Martin Dols by reading said Subpœna to him in his presence, in County and State aforesaid, on this 5th day of Oct 1906 ~~189~~

G A Gate
Sheriff of Carver County.

Fees 70 By ..... Deputy Sheriff.

No. 2415

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

State of Minnesota

AGAINST

H. K. Zum Berge

SUBPŒNA.

Issued Oct 5 1906 ~~189~~

H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED

Oct 12 1906 ~~189~~

H. O. Muehlberg Clerk.

On part of State

ORIGINAL.

$3 00

Treasurer's Office, Carver County, Minn.

No. 598

Chaska June 9 1898

Received of H Muehlberg. Deft Clerk of Dist Court

Three Dollars,

For Jurors fees H Bergman vs. R. Berlemke

Credit Fund.

J G Bergan

County Treasurer, Carver County.

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss. COUNTY OF CARVER.

DISTRICT COURT, EIGHTH JUDICIAL DISTRICT.

No. 2414

THE STATE OF MINNESOTA

TO Christ Klein

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 8th *day of* October *A. D.* ~~189~~ 1906, *at* 9 *o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between*

State of Minnesota *plaintiff*, *and*

H. K. Zum Berge *defendant* *on the part of the* State *and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.*

WITNESS The Hon. ~~Francis Cadwell~~ P. W. MORRISON, *Judge of said Court, at Chaska, this* 5th *day of* October *A. D.* ~~189~~ 1906

Seal.

K. O. Muehlberg *Clerk.*

F. F. Craven *Attorney.*

STATE OF MINNESOTA, } ss.
CARVER COUNTY.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named Christ Klein by reading said Subpœna to him in his presence, in County and State aforesaid, on this 5th day of Oct 1906

G. A. Gate
Sheriff of Carver County.

Fees 70 By ..... Deputy Sheriff.

No. 2414

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

State of Minnesota

AGAINST

H K Zum Berge

SUBPŒNA.

Issued Oct 5 1906 ~~189~~

H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED

Oct. 12th 1906

H. O. Muehlberg Clerk.

On part of State

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss.
COUNTY OF CARVER.

DISTRICT COURT, No. 2413
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO Charles Klein

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 8th *day of* October *A. D.* ~~189~~ 1906 *, at* 9 *o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between* State of Minnesota *plaintiff*, *and* H R Zum Berge *defendant* *on the part of the* State *and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.*

WITNESS The Hon. P. W. MORRISON, ~~Francis Cadwell,~~ *Judge of said Court, at Chaska, this* 5th *day of* Oct *A. D.* ~~189~~ 1906

Seal.

H. O. Muehlberg *Clerk.*

T. E. Craven *Attorney.*

STATE OF MINNESOTA, }
CARVER COUNTY. } ss.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named Chas Klein by reading said Subpœna to him in his presence, in County and State aforesaid, on this 5th day of Oct 1906

G. A. Gatz
Sheriff of Carver County.

Fees $70 By ..... Deputy Sheriff.

No. 2413

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

State of Minnesota

AGAINST

H K Zum Berge

SUBPŒNA.

Issued Oct 5 1906 ~~189~~

H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED

Oct. 12th 1906 ~~189~~

H. O. Muehlberg Clerk.

On part of State

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss. COUNTY OF CARVER.

DISTRICT COURT, EIGHTH JUDICIAL DISTRICT.

No. 2412

THE STATE OF MINNESOTA

TO Philip Rudio

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 8th *day of* October *A. D.* ~~189~~ 1906, *at* 9 *o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between* State of Minnesota *plaintiff*, *and* H. K. Zimmerberge *defendant*, *on the part of the* State *and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.*

WITNESS The Hon. ~~Francis Cadwell~~ P. W. MORRISON, *Judge of said Court, at Chaska, this* 5th *day of* October *A. D.* ~~189~~ 1906

Seal.

H. O. Muehlberg *Clerk.*

T. E. Craven *Attorney.*

STATE OF MINNESOTA, }
CARVER COUNTY. } ss.

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named Philip Rudio by reading said Subpœna to him in his presence, in County and State aforesaid, on this 5th day of Oct 1906 ~~189~~

G. A. Gatz
Sheriff of Carver County.

Fees 70 By ..... Deputy Sheriff.

No. 2412

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

State of Minnesota

AGAINST

H K Zum Berge

SUBPŒNA.

Issued Oct 5 1906 ~~189~~

H. O. Muehlberg

Clerk District Court.

RETURNED AND FILED

Oct. 12th 1906 ~~189~~

H. O. Muehlberg Clerk.

On part of State

No. 862.—VERDICT OF ACQUITTAL. PIONEER PRESS CO., Printers, Stationers and Legal Blanks, St. Paul, Minn.

State of Minnesota,
County of Carver } *ss.*

In District Court of said County, 8th Judicial District, ~~Term, 189~~

~~IN THE MATTER OF~~

The State of Minnesota

AGAINST

Henry K. Gunberg
Defendant

~~ACCUSED OF THE CRIME OF~~

We, the Jury impaneled and sworn to try the guilt or innocence of the above named defendant find the said defendant Henry K. Gunberg *not guilty*

Richard J. Neunsinger
Foreman.

Dated at Chaska this 8th day of October A.D. 1906.

DISTRICT COURT,

8th Judicial District

~~Term, 180~~

State of Minnesota,
County of Carver } ss.

VERDICT OF ACQUITTAL

~~IN THE MATTER OF~~

The State of Minnesota

AGAINST

Henry K. Gunberg
Defendant.

Filed in open Court the 8th
day of October 1906
H. O. Muehlberg
Clerk.

No. 862.—Pioneer Press Co., St. Paul, Minn.

(468)

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss.
COUNTY OF CARVER.

DISTRICT COURT, No. 2410
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO George Klein & Amalia Frank

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 8th *day of* October *A. D.* ~~189~~ 1906 *, at* 9 *o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between* State of Minnesota *plaintiff, and* H. K. Zum Berge *defendant, on the part of the* State *and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.*

WITNESS The Hon. ~~Francis Cadwell,~~ P. W. MORRISON, *Judge of said Court, at Chaska, this* 5th *day of* October *A. D.* ~~189~~ 1906

Seal.

H. O. Muehlberg *Clerk.*

T. F. Craven *Attorney.*

STATE OF MINNESOTA, }
CARVER COUNTY. } ss.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named Geo Klein & Amalia Prutt by reading said Subpœna to him in his presence, in County and State aforesaid, on this 5th day of Oct 1906

G. A. Gates
Sheriff of Carver County.

Fees 140 By ..... Deputy Sheriff.

No. 2410

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

State of Minnesota

AGAINST

H K Zum Berge

SUBPŒNA.

Issued Oct 5 1906 ~~189~~

H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED

Oct. 12th 1906

H. O. Muehlberg Clerk.

On part of State

No. 3035 INDICTMENT. MILLER-DAVIS PRINTING CO., MINNEAPOLIS

State of Minnesota, } ss.
County of CARVER

THE DISTRICT COURT,
Eighth Judicial District.
September General Term, A. D. 190 6

THE STATE OF MINNESOTA, AGAINST Henry K.Zumberg

Henry K.Zumberg is

ACCUSED by the Grand Jury of the County of Carver *and State of Minnesota, by this Indictment, of the crime of* Assault In The Second Degree

committed as follows:

The said Henry K.Zumberg

on the Twelfth *day of* September *A. D. 190* 6, *at the* Township *of* Benton *in the County of* Carver *and State of Minnesota, did*

wilfully wrongfully and feloniously, but under circumstances not amounting to assault in the first degree, without a weapon, wound and inflict grievous bodily harm upon George Klein then and there being

Contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Minnesota.

Dated at Chaska *in the County of* Carver *and State of Minnesota, this* Twenty Fifth *day of* September *A. D. 190*6

John Kohnen
Foreman of the Grand Jury.

The following are the names of the Witnesses duly sworn and examined before the Grand Jury upon the findings of the above Indictment:

George Klein
Lambert Dals
Philip Rudio
Charles Klein
Ernst Klein

Original

DISTRICT COURT,

8th Judicial District,

Carver County.

The State of Minnesota,

AGAINST

Henry K Zimberg

INDICTMENT

For Assault in 2nd Degree

A TRUE BILL.

John Kochmer

Foreman of the Grand Jury.

Presented by the Foreman, in the presence of the Grand Jury, to the Court, and filed in the office of the Clerk of the District Court in and for the County of

Carver

Minnesota, this 25th *day of*

September 1906

H. C. Muehlberg

Clerk.

Thos H Croatan

County Attorney

(468)

Class 2.

No. 769—RECOGNIZANCE FOR APPEARANCE. PIONEER PRESS CO., PRINTERS, STATIONERS AND LEGAL BLANKS, ST. PAUL, MINN.

State of Minnesota, } DISTRICT COURT,
County of Carver } September General Term, A. D. 1906

In the Matter of the State of Minnesota
vs.
H. K Zum Berg } INDICTED FOR
Assault in 2d degree

Know all Men by These Presents,

That we, H. K Zum Berg as principal, and Albert Meyer and John Simons as sureties, all of the County of Carver and State of Minnesota, jointly and severally acknowledge ourselves to owe and be indebted unto the State of Minnesota in the sum of Two Hundred & Fifty $ Dollars, lawful money of the United States of America, to be levied of our respective goods and chattels, lands and tenements, if default shall be made in the following conditions, to-wit:

The Condition of the Above Obligation is Such, That if the above bounden H K Zum Berg shall personally be and appear before the District Court of the County of Carver in the State of Minnesota, on the first day of the next term thereof, to be holden at the Court in the City of Chaska in said County, on the 26th day of September A. D. 1906, and from day to day of said term, and from term to term, and from day to day of each term thereafter, to answer to an indictment found by the Grand Jury of said County on the 25th day of September A. D. 1906, charging the said H K Zum Berg with the crime of Assault in 3d degree and shall not depart the Court without leave, and shall abide the final order and sentence of the Court in the premises, then this obligation to be void, otherwise to remain in full force and effect; and with this we each acknowledge ourselves content.

Witness Our hands and seals this 25th day of September 1906.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
G. A. Gatz
H. O. Muehlberg

H. K. Zum Berge (Seal)
Albert Meyer (Seal)
John Simons (Seal)

State of Minnesota, } ss.
County of Carver

Be it Known, That on this 25th day of September A. D. 1906, came before me personally H. K Zum Berg to me well known to be the same persons who executed the foregoing bond, and each severally acknowledged the same to be his own free act and deed.

H. O. Muehlberg
Clerk Dist. Court

State of Minnesota,

County of Carver } ss.

Albert Meyer & John Simons

upon oath doth say, each for himself, that he is one of the sureties above named; that he is a resident and freeholder of and in the State of Minnesota, and worth the amount of

Two Hundred & Fifty

Dollars specified in the foregoing bond above his debts and liabilities, and exclusive of his property which is exempt from execution.

Subscribed and sworn to before me, on this 25th day of September A. D. 1906.

H. O. Muehlberg
Clerk Dist Court

Albert Meyer
John Simons

DISTRICT COURT,

County of Carver

September Term, 1906

The State of Minnesota

vs.

H. K. Zumberg

RECOGNIZANCE

OF

H. K. Zumberg Defendant.

Albert Meyer

John Simons Sureties.

Filed this 25th

day of September

A. D. 1906

H. O. Muehlberg

(468) Clerk District Court.

No. 769.—Pioneer Press Co., St. Paul, Minn.

Within recognizance and sureties thereto approved this 25th day of Sept 1906

J. Pettingill

Judge of Dist Court

No. 3053

DISTRICT COURT,
CARVER COUNTY, MINN.

The Western Supply Co.
Plaintiff.

vs.

Antoine Dehaeyg et al
Defendant.

Fred W. Barlow
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry Nov 1st 1906

Register of Actions D *Page* 470

Term Tried 1

Judgment for

Amount of Judgment $

Date of Judgment 1

Judgment Book *Page*

Default Judgment Book *Page*

Date of Docketing 1

Herald Pub. Co., Chaska, Minn.

STATE OF MINNESOTA, DISTRICT COURT,

COUNTY OF CARVER, EIGHTH JUDICIAL DISTRICT.

- -

The Western Supply Company, a corporation,
Plaintiff,

vs. COMPLAINT

Anton Schadegg, H.R. Diessner, and Mrs. H.R. Diessner, ~~and~~ whose true Christian name is to Plaintiff unknown,
Defendants.

- -

Plaintiff alleges:

That during all the times herein mentioned Plaintiff was and is a corporation, duly organized, created and existing under and by virtue of the laws of the State of Minnesota.

That on or about the 1st day of October, 1905, the Defendant, Anton Schadegg, entered into an agreement with said Defendant, H.R. Diessner, the owner of the premises hereinafter described, whereby the said Anton Schadegg contracted to and with said H.R. Diessner to install a certain hot water heating plant in the said premises, and agreeing to furnish all the materials and labor necessary therefore for a sum agreed upon between them.

That between the 9th day of October, 1905, and the 30th day of December, 1905, both dates inclusive, Plaintiff, in pursuance of an agreement theretofore entered into by it with the said Defendant, Anton Schadegg, and in conformity with the said agreement between the said H.R. Diessner and said Anton Schadegg, Plaintiff furnished to the said Anton Schadegg and delivered in and upon the premises hereinafter discribed certain materials to be used in and about the construction of said furnace and heating plant in the dwelling erected thereon, the nature and kind of which materials are specifically set forth in the bill of particulars hereto attached and marked "Exhibit 'A'" and made a part of this complaint. That the first item thereof was furnished and delivered upon said premises on October 9th, 1905, and the last item thereof was furnished and delivered on December 30th, 1905

That said materials were of the reasonable worth and value of One Hundred Eighty-Three and 90/100 Dollars ($183.90), but no part thereof has ever been paid except Thirty-Three and 30/100 Dollars ($33.30) which is a credit for material returned as shown by said "Exhibit 'A'".

That said materials were so furnished to be used and were in fact used in the construction of said hot water plant and furnace in the building on the following described premises, to-wit; Lot six (6) block six (6) on Elm Street in the Village of Waconia in the County of Carver

and State of Minnesota.

That at the time said Materials were so furnished and placed in and upon the premises hereinbefore described, the Defendant, H.R. Diessner, was and still is the owner in fee of said premises.

That on the third day of February, A.D.1906, at eleven o'clock A.M. of said day and within ninety days after the last item of the said material was furnished, Plaintiff filed of record in the office of the Registrar of Deeds in and for the County of Carver and State of Minnesota, a verified lien statement, a copy of which is hereto attached, marked "Exhibit 'B'", and made a part hereof.

That the said Defendant, Mrs. H.R.Diessner, is the wife of said Defendant H.R.Diessner and the premises are occupied and claimed as a homestead.

That said Mrs. H.R.Diessner has no interest in said premises except such as she may have by reason of being the wife of said Defendant H.R.Diessner, and Plaintiff alleges that its claim is superior and paramount to any claim that said Mrs. H.R.Diessner may have in and to said premises.

W H E R E F O R E, Plaintiff demands judgment,

FIRST, Against the Defendants for the sum of One Hundred Fifty and 50/100 Dollars ($150.50) with interest thereon from December 30th, 1905, and adjudging same a lien upon said premises.

SECOND, Determining and adjudging the amount and validity of the lien of the claim of Mrs. H.R.Diessner, if any.

THIRD, Adjudging and directing a sale of said premises and the application of the proceeds thereof to the payment of the claims herein adjudged liens thereon, and the costs and disbursements of this action.

Fred W Batton

Attorney for Plaintiff,

620-623 Manhattan Bldg.,

St.Paul,Minnesota.

477. Mechanic's (Materialman or Laborer's) Claim of Lien. Brown, Treacy & Sperry Co., Mfg Strs., St. Paul. Class 2.

State of Minnesota,
County of Carver } ss.

Exhibit B

In the Matter of the Claim of Lien of
The Western Supply Co.
a corporation

Notice is Hereby Given, That The Western Supply Co. a corporation duly organized, created and existing under and by virtue of the laws of the State of Minnesota and having its principal place of business in the city of ~~the~~ St Paul in the County and State aforesaid, claiming Lien under the act entitled "An Act giving Liens for the better security of Mechanics, Materialmen, Laborers and others, approved April 24, 1889," and wishing to avail himself of the benefits thereof, and to continue such Lien, makes the following statement in writing, setting forth:

1. The amount actually due and owing it after allowing all just credits and offsets, is the sum of One hundred Eighty three 98/100 Dollars.

2. That such amount is due and owing for materials used in the construction of a furnace and heating plant in a building by reason of the following facts, to-wit:

That towit: on or about October 9th 1905 The Western Supply Co. the claimant herein entered into an agreement with one Anton Schadegg to sell and deliver to him upon the premises hereinafter described, such materials as he should order, and to be used in the building erecting and completing of a furnace and heating plant in the building erected on said premises and said Anton Schadegg agreed to pay the claimant for all materials so ordered and delivered. That pursuant to said agreement this claimant at divers times thereafter sold and delivered to said Anton Schadegg certain materials to be used in and upon the premises hereinafter described, within the dates hereinafter mentioned for the building erecting and completing of said furnace and heating plant, all of the reasonable worth and value and agreed price of One hundred Eighty three 98/100 Dollars after allowing all just credits and offsets and that the same is past due and unpaid. That said materials were delivered upon said premises as herein set forth; and used in said building erected thereon, by said Anton Schadegg under a contract which he had with M. A. Diessner the owner of the said premises

3. The time when the first item of such materials was furnished, is October 9th 1905. The time when the last item of such materials was furnished, is December 30 1905.

4. The following is a description of the property to be charged with the Lien:
Lot Six (6), in Block Six (6), (on Elm street) of the Village of Waconia in the County of Carver and State of Minnesota according to a map or plat thereof on file and of record in the Office of the Register of Deeds within and for the County of Carver and State of Minnesota

5. The name of the owner or reputed owner of the property charged with the Lien at the time of making this statement, is G. R. Dessner according to the best information then had.

6. Notice is hereby given of the intention of said The Western Supply Co. a corporation to claim and hold such Lien.

Dated February 2nd 1906

State of Minnesota,
County of Ramsey } ss.

L. H. Bettingen of the Treasurer of the Western Supply Co. a corporation ~~person~~ named as the claimant in the foregoing Claim of Lien; that he has knowledge of the facts therein stated, and that the same are true.

Subscribed and sworn to before me, this 2nd day of February 1906

Notary Public.
Ramsey Co
Minn

L. H. Bettingen

Notarial Seal

My Commission expires May 31 1910 F. W. P.

19488

MECHANIC'S, MATERIALMAN OR LABORER'S

CLAIM OF LIEN.

The Western Supply Co

v

Anton Schadegg

Office of Register of Deeds,

County of Carver Minn.

I hereby certify that the within Instrument was filed in this office for record on the Third *day of* February *A. D. 190*6 *at* 11 *o'clock* A *M., and was duly recorded in Book* A *of* Liens *on page*

Albert Meyer
Register of Deeds.

By ..... *Deputy.*

return to
Frederson & Sartin

1-30-1904. 1½M. Brown, Treacy & Sperry Co., St. Paul.

620 Manhattan Bldg St Paul Minn

STATE OF MINNESOTA,)
(ss.
COUNTY OF RAMSEY.)

C.A.Bettingen, of the City of St.Paul, and said County, being first duly sworn on oath, says that he is the Treasurer of the Western Supply Company, the Plaintiff named in the attached complaint. That he has knowledge of the account sued on in said action as set forth in said complaint and "Exhibit 'A'" hereto attached, and that he believes said "Exhibit 'A'" to be just, true and correct.

C A Bettingen

Subscribed and sworn to before me this 31st day of October, 1906.

Anna M. Wallace

Notary Public,

Ramsey County,

Minnesota.

State of Minnesota, }
COUNTY OF RAMSEY } ss.

C A Bellinger being first duly sworn upon oath, says that he is ~~(one of) the attorney~~ Treasurer for) the plaintiff named in the foregoing complaint, that he has read said complaint and knows its contents, and that the same is true (of his own knowledge except as to matters therein stated on information and belief, and as to them he believes it to be true) ~~to the best of his knowledge, information and belief, that he verifies said complaint for the reason that plaintiff~~ and its officers are all absent from the County of Ramsey wherein deponent resides.

C A Bellinger

Subscribed and sworn to before me this 3rd day of October 1906

[NOTARIAL SEAL]

Anna H. Waller
Notary Public Ramsey County, Minn.

State of Minnesota, } Court.
COUNTY OF RAMSEY }

Plaintiff
against
Defendant
} SUMMONS.

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 said complaint on the subscriber at his office, in the City of St. Paul in the said County of Ramsey, and State of Minnesota, 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 thereon at the rate of per cent per annum from together with the costs and disbursements of this action.

Dated A. D. 190 .

Attorney for Plaintiff.
620-623 MANHATTAN BUILDING,
St. Paul, Minn.

Office No......

Court No......

State of Minnesota,

COUNTY OF ~~RAMSEY~~ Carver

Dist ..... *Court.*

The Western Inst Co

Plaintiff,

vs.

Anton Schadegg et al

Defendant.

Due and personal service of the within

CARVER COUNTY,

..... *admitted*

FILED

this ..... NOV 1 1906 *day of* ..... *190*.....

H.O. Muehlberg, Clerk.

Attorney for .....

FRED W. BARTON

.....

Attorney for .....

620-623 MANHATTAN BUILDING

ST. PAUL, MINN.

THE ABBOTT PRINTING COMPANY, Printers of Legal Blanks, St. Paul

(470)

M Anton Schadegg,

Waconia, Minn.

Bought of....

The Western Supply Co.

348-350 Wacouta St.

Jobbers of Plumbers, Steam & Gas Fitters Supplies, Pumps, Iron Pipe and Fittings, Sanitary Specialties, Radiators, Hose Goods,

TERMS

Order 978

1	9	38" Water Rococo Rad 45 Ft @	.42	18.90	
		53%			$ 8.88

J. L. SULLWOLD, Prest. & Mngr. D. CRAIG, V. Prest. & Secy. C. A. BETTINGEN, Treas.

St. Paul, Minn. Dec 30, 1905. 190

M Anton Schadegg,

Waconia, Minn.

Bought of....

The Western Supply Co.

348-350 Wacouta St.

Jobbers of Plumbers, Steam & Gas Fitters Supplies, Pumps, Iron Pipe and Fittings, Sanitary Specialties, Radiators, Hose Goods,

TERMS

Order 30040

All claims must be made on receipt of goods. Prices subject to change without notice.

1	1	N.P. Q.O. Un Rad Valves		3.65	
1	1	N.P. Union Ell		2.50	
				6.15	
		80%			1.23
2	1½x1¼x1 Cast Tees		.33	.66	
		70-10%			.18
4	1	N.P. Floor Plates B. & C.	.28	1.12	
2	1	N.P. Ceiling Plates B & C.	.28	.56	
				1.68	
		70%			.50
		Boxing & Drayage.			.25
					$ 2.16

3/10/06 credit note ut 33.30

J. L. SULLWOLD, PRES'T. & MNGR. D. CRAIG, V. PRES'T. & SECY. C. A. BETTINGEN, TREAS.

St. Paul, Minn. Oct 9, 1905. 190

M Anton Schadegg,

Gal Expansion Tank & Stage

$ 7.48

J. L. SULLWOLD, PRES'T. & MNGR. D. CRAIG, V. PRES'T. & SECY. C. A. BETTINGEN, TREAS.

St. Paul, Minn. Oct. 21, 1905. 190

M Anton Schadegg,

Waconia, Minn.

Bought of....

THE Western Supply Co.
348-350 WACOUTA ST.

JOBBERS OF PLUMBERS, STEAM & GAS FITTERS SUPPLIES, PUMPS, IRON PIPE AND FITTINGS, SANITARY SPECIALTIES, RADIATORS, HOSE GOODS,

TERMS

Order 22556

All claims must be made on receipt of goods. Prices subject to change without notice.

2	8 Loop 38"	Rococo Water Radiation					
1	9	DO					
1	10	DO					
1	12	DO					
2	15	DO					
1	20	DO	485 Ft	@	.42	203.70	
			55 %				$ 91.67

J. L. SULLWOLD, PRES'T. & MNGR. D. CRAIG, V. PRES'T. & SECY. C. A. BETTINGEN, TREAS.

St. Paul, Minn. Oct 23, 1906. 190

M Anton Schadegg,

Waconia, Minn.

Bought of....

THE Western Supply Co.
348-350 WACOUTA ST.

JOBBERS OF PLUMBERS, STEAM & GAS FITTERS SUPPLIES, PUMPS, IRON PIPE AND FITTINGS, SANITARY SPECIALTIES, RADIATORS, HOSE GOODS,

TERMS

Order 22611

All claims must be made on receipt of goods. Prices subject to change without notice.

1 Lb. Pale Gold Bronze 75 ¢

J. L. SULLWOLD, PRES'T. & MNGR. D. CRAIG, V. PRES'T. & SECY. C. A. BETTINGEN, TREAS.

St. Paul, Minn. 12/30/05. 190

J. L. SULLWOLD, PRES'T. & MNGR. D. CRAIG, V. PRES'T. & SEC'Y. C. A. BETTINGEN, TREAS.

INCORPORATED 1882 THE

St. Paul, Minn. Oct 9, 1905. 190

M Anton Schadegg,

Waconia, Minn.

38137

Bought of....

The Western Supply Co.

348-350 WACOUTA ST.

JOBBERS OF PLUMBERS, STEAM & GAS FITTERS SUPPLIES, PUMPS, IRON PIPE AND FITTINGS, SANITARY SPECIALTIES, RADIATORS, HOSE GOODS.

TERMS

Order 21366

All claims must be made on receipt of goods. Claims for damage or loss in transit must be made against Carrier. Prices subject to change without notice.

3	1	N.P. H.W. Rad Valves	3.65	10.95	
4	1¼	DO	5.05	20.20	
1	1½	DO		7.10	
3	1	N.P. Un. Ells.	2.50	7.50	
4	1¼	DO	3.20	12.80	
1	1½	DO		4.00	
				62.55	
		80-15%			10.63
	1	N.P. B. & C. Ceiling Plates	.28	1.92	
4	1¼	DO	.32	1.28	
10	1	N.P. B. & C. Floor Plates	.28	2.80	
	1½	DO	.35	.70	
				6.70	
		70%			2.01
	#5	N.P. Lock key Air Valves	.08		.64
2	2½x2½x1½	Cast Tees			
2	2½x2x1½	" "	.83	3.32	
	1½	Cast Ells.	.20	1.20	
2	1½	" " 45°	.24	.48	
				5.00	
		70-10%			1.35
1	3	Plug		.25	
		75%			.06
10	2½	Cast Ells.	.50	5.00	
	2	" "	.28	1.12	
6	1¼	" "	.16	5.76	
4	1	" "	.10½	2.52	
15	1¼	" " 45°	.19	2.85	
6	1	" " "	.12	.72	
5	2½x2x1½	" Tee)			
5	2½x2½x1½	" ")	.83	8.30	
5	2x1½x1¼	" ")			
5	2x1¼x1¼	" ")	.47	4.70	
				30.97	
		70-10%			8.37
					$ 23.06

Footings Fwd.

Footings Fwd. 23.06

12	2½	Blk Nipples Short	.39	4.68	

5	2x1¼x1¼ "				
5	2x1¼x1¼ " "				
				8.30	
				30.97	
		70-10%			8.37
					$ 23.06
		Footings Fwd.			

		Footings Fwd.			23.06
12	2½	Blk Nipples Short	.39	4.68	
6	2	" " "	.18	1.08	
6	1½	" " "	.13	.78	
24	1¼	" " "	.11	2.64	
18	1	" " "	.08	1.44	
				10.62	
		80-10%			1.91
8 #		Wisconsin Pipe Joint Cement.			.75
2		Bags Asbestos Cement.	1.25		2.50
	Lbs.	Pale Gold Radiator Bronze	.75		2.25
		Gal Bronzing Liquid			1.25
1		Draw Off Cock			.70
123'3"	2½	Blk. Pipe	.57½	70.87	
100'10"	2	" "	.36	43.50	
123'5"	1¼	" "	.22½	27.77	
58'4"	1½	" "	.27	15.75	
95'1"	1	" "	.16½	15.68	
				173.57	
		77%			39.92
	3x2½	Bushings	.30	1.00	
		75%			.30
		1 Bbl & Drayage.			.40
					$ 73.04

J. L. SULLWOLD, PRES'T. & MNGR. D. CRAIG, V. PRES'T. & SECY. C. A. BETTINGEN, TREAS.

INCORPORATED 1882 THE

St. Paul, Minn. Oct 20, 1905. 190

M Anton Schadegg,

Waconia, Minn.

Bought of....

The Waconia Supply Co.

348-350 Wacouta St.

JOBBERS OF PLUMBERS, STEAM & GAS FITTERS SUPPLIES, PUMPS, IRON PIPE AND FITTINGS, SANITARY SPECIALTIES, RADIATORS

TERMS

STATE OF MINNESOTA, DISTRICT COURT,

COUNTY OF CARVER, EIGHTH JUDICIAL DISTRICT.

- -

The Western Supply Company, a corporation,

Plaintiff,

vs.

Anton Schadegg, H.R. Diessner, and Mrs. H.R. Diessner, whose true christian name is to Plaintiff unknown,

Defendants.

- -

The above entitled action having been fully settled and compromised by H.R. Diessner and Mrs. H.R. Diessner, Defendants in the above entitled action, the same is hereby dismissed without costs to either party and the Clerk of the Court is hereby authorized to enter the dismissal of record.

Dated November 17th, 1906.

Fred W Bayer

Attorney for Plaintiff,

620-623 Manhattan Building,

St. Paul, Minnesota.

Office No. .....

Court No. .....

State of Minnesota,

COUNTY OF ~~RAMSEY~~ Carver

District *Court.*

Western Supply Co *Plaintiff*,

vs.

Anton Schadegg et al *Defendant.*

Dismissal

Due and personal service of the within

CARVER COUNTY FILED NOV 19 1906 C.D.W.

..... *admitted*

this ..... *day of* ..... *190*.....

.....

Attorney for .....

FRED W. BARTON

.....

Attorney for Plaintiff

620-623 MANHATTAN BUILDING

ST. PAUL, MINN.

THE ABBOTT PRINTING COMPANY, Printers of Legal Blanks, St. Paul

CARVER COUNTY,
FILED
NOV 19 1906
K.O. Muehlberg Clerk

(470)

3054

No. 10.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

John Lind
Plaintiff

vs.

Henry Palmer
Defendant

Odell & Odell
Plaintiff's Atty.

Chas. A. Dalby
Defendant's Atty.

Date of Entry Dec. 1st 1906

Register of Actions, D Page 471

Term Tried March Adjourned 1907

Judgment for Defendant

Amount of Judgment, $ 57.99

Date of Judgment July 8th 1907

Judgment Book Page

Default Judgment Book Page

Date of Docketing July 8th 1907

No. 783.—RETURN OF SERVICE UMMONS OR COMPLAINT.—To Attach. Class 6.

State of Minnesota,

County of Carver } SS.

I hereby certify and return, that on the 6th. day of October 1906, at the Town of Excelsior in the County of Hennepin in said State, I served the within Summons and Complaint upon the within named defendant, Henry Palmer personally by then and there handing to and leaving with him a true copy of said Summons and Complaint

Dated this 8th. day of October 1906

Sheriff's Fees, Return, $ 1.00

Mileage $

G. A. Getz

Sheriff Carver County, Minn.

By John Hoehn Deputy.

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

----------::----------

John Lind

Plaintiff

vs

Henry Palmer

Defendant

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

THE STATE OF MINNESOTA TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to serve your answer to the complaint of the plaintiff in the above entitled action, which complaint is hereto attached and herewith served upon you, by copy, upon the subscribers at their office in the City of Waska in the County of Carver and State of Minnesota, within twenty days after the service of this summons upon you, exclusive of the day of such service; and if you fail so to serve your answer within the time aforesaid the plaintiff in this action will apply to the Court for the relief demanded in said complaint, together with the costs and disbursements herein.

Odell & Odell

Attorneys for Plaintiff.

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

----------::----------

John Lind

Plaintiff

vs

Henry Palmer

Defendant

----------::----------

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

(1). That plaintiff is and at all the times herein mentioned was the owner, seized in fee, of those certain tracts or parcels of land situate, lying and being in said County of Carver and known and described as follows, viz: Lots eight (8) and nine (9) of Section No. Eight (8); the southwest quarter of the northwest quarter (S.W. 1/4 N.W. 1/4); the northwest quarter of the southwest quarter (N.W.1/4 S.W.1/4) and the east half of the southwest quarter (E.1/2 S.W. 1/4) of Section No. Nine (9) all in Township No. 116 of Range No. 28, and said several parcels of land constitute an improved and cultivated farm containing about two hundred and thirty two acres, and at and prior to the time of the leasing thereof by plaintiff to defendant as hereinafter stated were cultivated, worked and occupied as one farm.

(2). That on, to-wit, the 22nd day of July 1904 plaintiff and defendant entered into an agreement in writing whereby and by the terms of which plaintiff let and leased to said defendant and said defendant hired and took from said plaintiff for the full term of three years from and after the first week in March 1905 and terminating on March 1st 1908 all of said above mentioned premises except a portion of said Lots 8 and 9 along the western boundary thereof occupied by said plaintiff as his summer residence, with the pasture pertaining thereto.

(3). That in and by said agreement plaintiff further agreed to furnish, in addition to said real property above mentioned, and at his own cost and expense, the machinery needed for the operating of said farm; to erect such additional necessary buildings thereon as might be required in operating the same; to furnish the materials and the necessary skilled labor for maintaining the buildings and struc-

/

tures on said farm (except the fences) in proper condition, and to furnish the wire for all new fences built by defendant upon said farm. Said plaintiff also agreed, in and by their said agreement, to furnish, at his own expense, all the seed required for sowing and planting said farm for the first year of said term, and to advance the feed necessary for the animals on said farm during the season of 1905, but in and by said agreement it was stipulated and provided that the feed so advanced by plaintiff would be returned to him from the crop raised upon said farm in said season.

(4). That in and by said agreement plaintiff and defendant mutually covenanted and agreed that each would furnish one half of the draft animals required for operating said farm, or the money for the purchase of the same, and one half of the cows, swine and other animals put upon said farm, including poultry.

(5). That in and by said agreement defendant agreed, among other things, that he would, during the term of said lease, carefully, diligently and in a husbandlike manner, cultivate, till and care for said farm; destroy and remove therefrom all weeds and keep said farm free from weeds; maintain and keep in repair all fences upon said farm and build such new fences as might be required from time to time; protect the fruit and shade trees upon the farm and properly cultivate and care for such additional fruit trees as might be planted thereon; to commit no waste or damage, or permit the same, and to spread all straw and manure on said farm seasonably and in such manner as is required by good farming.

(6). That in and by said agreement it was further mutually covenanted and agreed by and between plaintiff and defendant that the grain, produce and income from said farm, of whatsoever sort or nature, after the payment therefrom of the charges for labor employed in operating said farm exclusive of the labor of plaintiff and his wife should be divided equally between said plaintiff and defendant, share and share alike; and that at the end of the term all draft animals procured for use on said farm, and all cows, swine and other animals on the farm, including poultry, owned in common by said plaintiff and defendant should be divided share and share alike between said plaintiff and defendant, if such division could be agreed upon, and in case said plaintiff and defendant could not agree upon such division that the same should be sold for cash to the highest bidder and the proceeds arising from such sale should be divided between said plaintiff and defendant share and share alike.

(7). That said defendant on,to-wit,the first day of March 1905 entered into and took possession of the premises so let and leased to him under and pursuant to the terms of the agreement hereinbefore mentioned and referred to and ever since has been and now is in possession thereof under and by virtue of said agreement and not otherwise.

(8). That said plaintiff has in all respects fully carried out and performed all and singular the terms and conditions of said agreement by him to be kept and performed,and in addition thereto furnished and put upon said farm,at his own cost and expense,a herd of cows,and all of the cows put upon said farm except one,and all the draft animals used in the operating of said farm,except one.

(9). That said defendant has neglected and refused to keep and perform the terms and conditions of said agreement by him to be kept and performed,and has not kept and performed the same,and plaintiff charges and avers that said defendant has failed and refused to keep and perform his said agreement in the following,among other,particulars,viz: Said defendant neglected and refused to furnish one half of the draft animals required for operating said farm,or the money for the purchase of the same, and neglected and refused to furnish one half of the cows needed and required and put upon said farm; he has not cultivated,cared for and tilled said farm in a careful prudent or husbandlike manner,but on the contrary has neglected and refused to properly cultivate and work the same and has allowed the cultivated fields thereon to become overrun with foul and noxious weeds; he has neglected and refused to cultivate and care for the young fruit trees planted on said farm,but on the contrary has suffered and permitted such fruit trees to become overrun with weeds and noxious growths and thereby injured and destroyed; he has neglected and refused to sow and plant said farm and the fields thereon with such crops as could be profitably raised thereon and such crops as would be sown and planted thereon in working and cultivating said farm in a careful,prudent and husbandlike manner; he has neglected and refused to seasonably care for,protect and secure the crop grown and raised upon said farm and has suffered and permitted such crops to go to waste for want of proper and suitable care and attention in harvesting and securing the same; and said defendant has in many particulars other than those herein specifically mentioned neglected and refused to carry out and perform the terms and conditions of said agreement by him stipulated and agreed to be performed.

And plaintiff avers and charges the fact to be that because of the unskillful, negligent and careless manner in which defendant has worked said farm the fields thereon have become so overrun and infested with foul and noxious weeds and growths as to render said farm far less productive during the past season and for several seasons to come than it otherwise would have been to plaintiff's loss and damage in to-wit, the sum of One Thousand Dollars, and plaintiff will be put to great cost and expense in eradicating from said farm the foul and noxious weeds which defendant has so suffered and permitted to grow upon and infest the same to the great loss and damage of plaintiff; that said defendant is wholly insolvent and plaintiff believes and charges the fact to be that if permitted to occupy said farm for another season said defendant will so unskillfully, carelessly and negligently work and operate the same as to practically render the fields thereon unproductive for several years to come and plaintiff will be wholly remediless in the premises and will suffer great and irreparable loss and damage.

(10). Plaintiff further states and shows to the Court that there is now upon said farm of which plaintiff and defendant are the owners in common a large number of swine, a draft horse, several calves and yearlings the increase of the herd of cows put upon said farm by plaintiff as hereinbefore stated, a bull, four cows, certain poultry, and crops of hay, wheat, corn, and other crops raised upon said farm during the past season; that plaintiff cannot state with any degree of accuracy the income from said farm since its occupancy by defendant or the value of the property thereon so owned in common by plaintiff and defendant; that an accounting has never been had by and between plaintiff and defendant of and concerning the operating of said farm and the business carried thereon for the mutual advantage and benefit of plaintiff and defendant, nor can plaintiff now state what, if any, indebtedness has been incurred in the prosecution of said business.

That defendant has without consultation with or authority from this plaintiff sold certain of the stock raised upon said farm without in any manner accounting to plaintiff for the proceeds of such sales, and plaintiff believes and fears that defendant will continue to dispose of such stock and property and will convert the same to his own use and benefit unless restrained and prevented from so doing by this honorable Court.

Wherefore plaintiff prays that an interlocutory order be made herein by the Court as follows:

First: Appointing some suitable person Receiver to take charge of and care for and protect all personal property upon said farm owned in common by plaintiff and defendant and to hold the same until the further order of the Court.

Second: Directing and requiring said defendant to forthwith turn over and deliver to said Receiver all personal property of every kind and nature belonging to and owned in common by plaintiff and defendant or which said defendant claims to be the common property of plaintiff and defendant.

And that plaintiff have judgment and decree of this honorable Court as follows:

First: Cancelling and terminating the Lease of the farm and premises herein mentioned entered into by and between plaintiff and defendant as herein stated, ousting defendant from the possession of said premises and restoring plaintiff to the possession thereof.

Second: That an accounting be had and taken of and concerning the operating of said farm and the business carried on by said defendant under and by virtue of the terms and conditions of said Lease and Agreement herein mentioned and referred to, and determining the interest of plaintiff and defendant respectively in the personal property upon said farm owned in common by said plaintiff and defendant or claimed to be so owned by either of them.

Third: Directing the Receiver appointed herein to sell and convert into money with all convenient speed all personal property owned in common by plaintiff and defendant and with the proceeds arising from said sale to pay off and discharge any indebtedness which may be found to be owing by said plaintiff and defendant upon joint account, and to bring the surplus, if any, into Court.

Fourth: That plaintiff have and recover from said defendant his damage aforesaid, together with the costs and disbursements of this action.

Fifth: Restraining said defendant from in any manner disposing of or converting any of the property owned in common by plaintiff and defendant or claimed to be so owned by either plaintiff or defendant.

Sixth: For such other and further relief as to the Court may seem meet and equitable in the premises.

Odell & Odell
Attorneys for Plaintiff.
Chaska, MINN.

200—V[illegible]ation by Party.

WALTER & BOOTH[illegible]N, TOWNSHIP AND LAW [illegible]BLISHERS, MINNEAPOLIS, MINN.

State of Minnesota,
County of Hennepin } ss.

John Lind

of said County, being duly sworn, says he is the plaintiff in this action, and that the foregoing Complaint is true to deponent's own knowledge, except as to those matters which are therein stated on his information and belief, and as to those matters that he believes it to be true.

Subscribed and sworn to before me, this 2nd day of October 1906

W. S. Odell
Notary Public, Minn.

John Lind

DISTRICT COURT

Eighth Judicial District

County of Carver

John Lind
Plaintiff

-vs-

Henry Palmer
Defendant

Summons and Complaint

ORIGINAL.

441000

CARVER COUNTY,
FILED
DEC 1 1906
H. O. Muehlberg, Clerk.

Odell & Odell
Attys. for P'lff.
Chaska, Minn.

(471)

Fol. State of Minnesota District court,
1 County of Hennepin 8th Judicial district.

John Lind,.....Plaintiff)
)
-v-)Answer.
)
Henry Palmer,....Defendant)

Now comes defendant, and for his answer to the complaint and the facts therein pretended to be set forth, admits paragraphs 1, 2, 3, 4, 5 and 6, and all of 7, excepting that defendant did not receive possession of said farm from plaintiff till May 14, 1905, without any fault on defendant's part.

Defendant specifically denies the facts set forth in paragraph of the complaint numbered 8, and alleges the fact to be that by mutual agreement of the parties plaintiff was to advance in addition to his own one-half, this defendant's one-half also, but nevertheless, defendant has paid and laid out upon the cows and draft animals upon said farm one-third of the cost thereof, and has repaid to plaintiff whatever sum by him advanced; and defendant specifically denies that plaintiff has carried out and performed all and singular the terms of the agreement on his part to be performed, or that defendant has failed to perform the particular terms on his part to be performed and as pretended to be set forth in said complaint, or in any other particular whether therein set forth or not.

Further defendant alleges that he has in all things kept and performed his part of said agreement; that he has cultivated and cropped said farm in a thorough, husbandlike, careful and prudent manner; that he has committed no waste thereupon, but on the contrary, has tended and carefully kept and cared for the crops and all permanent growth thereon; that he has kept a full, complete and itemized account of all expenditures and income from said farm and of the business thereof, and such account has always been and now is open to the inspection of plaintiff whenever he has desired to so inspect the same; that he has so inspected the same from time to time, and in March, 1906, defendant delivered to plaintiff such full

4 complete and itemized statement and account for the season of 1905, and containing all the income and expenditures of said farm up to said date, which statement plaintiff has accepted and approved, and at the time of this pretended action plaintiff had full access and view and did view the books of defendant which contain a full, complete and itemized statement of of all such items; and defendant specifically denies that he has ever sold anything without at once making a full, complete and accurate account of the same and recording the same in proper books kept by defendant for such purpose, and defendant has at no time incurred any indebtedness whatsoever, and is amply able to properly care for said farm and the property thereon,
5 all of which is in good condition and properly cared for.

Wherefore defendant asks that plaintiff take nothing hereby, and that said pretended action be dismissed, and that he have judgment for his costs and disbursements herein.

Chas.A.Dalby,
Attorney for defendant,
711-12--The Phoenix,Minneapolis,Minn.

State of Minnesota, } SS.
COUNTY OF HENNEPIN.

Henry Palmer being duly sworn says that he is the Defendant in the foregoing entitled action; that he has heard read the foregoing Answer and 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.

Henry Palmer

Subscribed and sworn to before me
this 16 day of October A. D. 1906,

Chas. A. Dalby
My Commission Expires May 7th, 1910. Hennepin Co., Minn.

NOTARIAL SEAL.

State of Minnesota. } SS.
HENNEPIN COUNTY.

DISTRICT COURT,
FOURTH JUDICIAL DISTRICT

against Plaintiff.

Defendant.

SUMMONS.

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, in the city of Minneapolis, in the said County of Hennepin, in 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—apply to the Court for the relief demanded in said complaint—have the amount Plaintiff entitled to recover, ascertained by the Court or under its direction, and judgment for the amount so ascertained—take judgment against you for the sum of Dollars, ($) with interest at the rate of per cent, per annum since the day of

together with Plaintiff's costs and disbursements herein.

Dated A. D. 1900.

PLAINTIFF'S ATTORNEY,
MINNEAPOLIS, MINN.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

District Court, Fourth Judicial District.

John [illegible] Plaintiff,

Henry [illegible] Defendant.

Answer

~~Summons and Complaint.~~

ORIGINAL

Due and personal service of the within

Answer admitted

this 20th day of October, 1906.

Attorneys for Plaintiff

CARVER COUNTY,

FILED

DEC [illegible] 1906

H. O. Muehlberg Clerk.

CHAS. A. DALBY,

ATTORNEY FOR PLAINTIFF.

711—712 Phœnix Building, Minneapolis, Minn.

THE PIKE SHORTER BOOK COMPANY PRINT.

(471)

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

John Lind

Plaintiff

vs

Henry Palzer

Defendant

Now comes said defendant and for his reply in the above entitled action he respectfully states and shows to the Court that he denies each and every allegation of new matter contained in the answer of the defendant herein.

Wherefore he demands judgment as in and by his complaint herein.

Odell & Odell

Attorneys for Plaintiff,

Chaska, Minn.

State of Minnesota,

County of Cassia } ss.

W. C. Odell being first duly sworn upon oath says that he is one of the attorneys for the plaintiff, in the foregoing within entitled action; that he has heard read the foregoing Replay 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 to the best of his knowledge, information and belief, and that the reason why this verification is not made by the plaintiff, herein is that said plaintiff, is absent from this County wherein resides this affiant, his attorney.

W. C. Odell

Subscribed and sworn to before me this 15th day of December 1906.

{ Notarial Seal }

W. C. Odell

Notary Public Cassia County, Minnesota.

State of Minnesota,

County of } ss. Court,

against Plaintiff.

Defendant.

SUMMONS.

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 office, in the of, in the said County of within twenty- 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 apply to the Court for the relief demanded in said complaint—have the amount Plaintiff entitled to recover, ascertained by the Court or under its direction, and take judgment against you for the amount so ascertained—take judgment against you for the sum of Dollars, ($) with interest at the rate of per cent. per annum since the day of 190

together with Plaintiff's costs and disbursements herein.

Dated 190

Plaintiff's Attorney.

ORIGINAL.

State of Minnesota,

County of Carver

District Court.

John Linder Plaintiff,

vs.

Henry Palmer Defendant.

Reply

Due and personal service of the within

admitted

this day of 19

Attorney for

CARVER COUNTY,
FILED
APR 16 1907

H. O. Muehlberg Clerk

Carver & Odell,

Attorneys for Pltff.

Chaska, Minn.

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(471)

State of Minnesota, } ss.

County of

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 therein named, personally, by

the

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

that said is to affiant well known to be the same

No. 783.—RETURN OF SERVICE OF SUMMONS OR COMPLAINT.—To Attach. Class 6.

State of Minnesota,
County of Carver } ss.

I hereby certify and return, that on the 6st day of October 1906, at the Town of Excelsior in the County of Hennepin in said State, I served the within Notice of Motion Order to show cause and restraining Order upon the within named defendant, Henry Palmer personally by then and there handing to and leaving with him a true copy of said Notice of Motion Order to show cause and restraining Order.

Dated this 8th day of October 1906.

Sheriff's Fees, Return, $ 1.00
Mileage 20 $ 2.00
total $ 3.00

G. A. Gatz
Sheriff Carver County, Minn.
By John Flach Deputy.

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

----------::----------

John Lind

Plaintiff

vs

Henry Palmer

Defendant

----------::----------

Sir:

You will please take notice that said defendant will move said Court at a time and place fixed and prescribed by the Order to Show Cause hereto attached for an order appointing some suitable person Receiver to take charge of and care for and protect all personal property upon the farm mentioned in said complaint owned in common by plaintiff and defendant and to hold the same until the further order of this Court, and directing and requiring you, said defendant, to forthwith turn over and deliver to said Receiver all personal property of every kind and nature belonging to and owned by plaintiff and defendant in common or which you, said defendant, claim to be the common property of plaintiff and defendant.

Said motion will be made upon the ground that the property hereinbefore mentioned is the subject of this action and is in the possession of you, said defendant, and the same is in danger of being lost or materially impaired and said plaintiff has a right in and to said property as appears by the complaint in said action.

Upon the hearing of said motion and in support thereof said plaintiff will read the Summons and Complaint in said action and will offer oral testimony upon matters pertinent to such application, if the Court, in the exercise of its discretion, will hear the same.

And you will further take notice that at the same time and place said defendant will also move said Court for an order granting and directing the issuance of a Temporary Injunction restraining said defendant from in any manner disposing of or converting any of the property owned in common by plaintiff and defendant or claimed to be so owned by either plaintiff or defendant during the pendency of this action and until the final determination thereof.

Said last mentioned motion will be made upon the ground that you, said defend-

ant, are disposing of and converting the personal property which is in part the subject of said action in violation of plaintiff's rights and tending to make the judgment in said action ineffectual.

And in support of said last mentioned motion said plaintiff will read the complaint in said action with a copy of which you are herewith served.

Yours &c.,

Odell & Odell

Attorneys for Plaintiff.
Chaska, Minn.

To
Said defendant.

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

----------::----------

John Lind

Plaintiff

vs

Henry Palmer

Defendant

----------::----------

Upon the Summons and Complaint in the above entitled action and the Notice of Motion hereto attached, and upon the motion of Odell & Odell, attorneys for said plaintiff, and an evidence having been made to appear, Ordered, That said defendant show cause, if any he has, before this Court at a General Term thereof now in session at the Court House in the City of Chaska in said County and State on the 10th day of October 1906, at the opening of Court on that day or as soon thereafter as counsel can be heard why the motions of said plaintiff mentioned and referred to in said Notice of Motion, and each of said motions, be not then and there granted and the Orders therein referred to be not then and there made and entered in said action.

And upon like motion, It is further Ordered, That in the meantime and until the hearing and determination of said Motions said defendant be and he hereby is restrained from selling or in any manner disposing of or converting and from pledging or in any manner incumbering any of the personal property mentioned in the complaint in said action and referred to in said Notice of Motion.

Dated Chaska, October 4th, 1906.

P. W. Morrison

Judge of said Court.

ORIGINAL.

State of Minnesota,

County of Carver

District Court.

John Lind
Plaintiff,

vs.

Henry Palmer
Defendant.

Notice of Motion, Order to Show Cause and Restraining Order

Due and personal service of the within

admitted

this day of 19

CARVER COUNTY,
FILED
DEC 1 1906
H. O. Muehlberg Clerk.

Attorney for

Odell & Odell
Attorneys for Plff.
Chaska, Minn.

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(471)

State of Minnesota, } ss.

County of

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

, that said is to affiant well known to be the same

State of Minnesota.) (In District Court.
) (
County of Carver.) (8th Judicial District.
----------) (----------

John Lind,
Plaintiff.
-vs-
Henry Palmer,
Defendant.

"O-R-D-E-R"

Pursuant to notice duly given, the plaintiff in the above entitled action, at a General Term of the District Court duly held in and for said County, on the 10th day of October, A.D.1906, moved the court for an order, appointing some suitable person Receiver to take charge of, care for and protect all personal property xxxx upon the farm and premises mentioned in the complaint of the plaintiff, owned in common by said plaintiff and defendant, and to hold the same until the further order of this Court, and directing said defendant to forthwith turn over to such Receiver all personal property of every kind and nature so owned in common by said plaintiff and defendant.

AND on the same notice at the same time and place, the plaintiff in said above entitled cause, made a motion to the Court for an order granting and directing the issuance of a Temporary Injunction restraining said defendant from in any manner disposing of or converting any of the property owned in common by plaintiff or defendant during the pendency of this action and until the final determination thereof.

Said motions were based upon the ground that said defendant was disposing of and converting the personal property which is the subject of this action in violation of plaintiff's rights and tending to make the judgment in said action ineffectual.

By consent of parties the hearing of said motion was continued until the General October, A.D.1906, Term of said Court, at the City of Shakopee, in the County of Scott, in said District, and at said General Term in November, A.D.1906, the same came duly on for hearing.

Messers. Odell & Odell, appeared as Counsel for the plaintiff in support of such application and motions.

Chas. A. Dalby Esq; appeared as Counsel for said defendant and in opposition to such motions.

In support of said motions the plaintiff read the summons and

complaint in said action and adduced oral testimony.

The defendant in opposition thereto read and filed affidavits tending to refute the allegations of plaintiff's complaint.

After reading all the files and records in said cause, hearing the oral arguments of Counsel for the respective parties and being fully advised in the premises, I am of the opinion, that this is not a case in which it would be proper to appoint a Receiver, and it is therefore,

ORDERED:

1, That the motion of the plaintiff to appoint a Receiver, in said cause be, and the same hereby is, denied; and that the order heretofore issued for the defendant to show cause why such Receiver should not be appointed be, and the same hereby is dischaged.

ORDERED:

2, That the said motion of the defendant for an order directing a Temporary Injunction to issue be, and the same hereby is granted, in this:

That a Temporary Injunction issue out of and under the seal of this Court, enjoining and restraining said defendant, Henry Plamer, from in any manner disposing of, or converting any of the personal property owned in common by the plaintiff and defendant until the further order of this Court, except such property as might be produced upon said farm mentioned in the complaint of the plaintiff, that is perishable and milk and butter' young bigs and claves, and It is further ORDERED:

That said defendant shall keep, a full complete and accurate account of all such property and produce so sold by him and account to the plaintiff therefor.

Dated at Norwood, Minnesota, this 30th day of November, a.d. 1906.

R. O. Morrison

Judge of said Court.

State of Minnesota
County of Carver

John Lind
U.S. Dist
Henry Palmer
Defpt.

Order and
Decision

CARVER COUNTY,
FILED
DEC 1 1906
H.O. Muehlberg, Clerk.

(471)

State of Minnesota, District Court.
County of Carver. Eighth Judicial District.

----------0----------

John Lind, Plaintiff,
against
Henry Palmer, Defendant.

FINDINGS AND DECISION.

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At an adjourned term of the District Court duly held in and for said County of Carver, commencing on the 16th day of April, A.D. 1907, the above entitled cause was reached for trial, and on the 19th day of April, 1907, the same was argued and submitted to the Court for determination.

W. C. Odell, Esquire, appeared as counsel for the Plaintiff; Chas. A. Dalby, Esquire, appeared as counsel for the Defendant.

After hearing the evidence adduced at the trial and the arguments of counsel, and giving all matters and things involved in said cause due and deliberate consideration, the Court, in addition to the admissions in the pleadings, makes the following

FINDINGS OF FACT:

1. That on the 22d day of July, 1904, the plaintiff was, and now is, the owner in fee of the following described tracts or parcels of land situate, lying and being in the County of Carver and State of Minnesota,, known and described as follows, to-wit: Lots 8 and 9 of section number 8; the southwest quarter of the northwest quarter; the northwest quarter of the southeast quarter; and the east half of the southwest quarter, of section number 9, all in township number 116 of range number 23, and said several parcels of land constitute an improved and cultivated farm containing about 232 acres, and at the time of

the leasing of the said land to said defendant as hereinafter stated, the same was cultivated, worked and occupied as one farm.

2. That on the 22d day of July, 1904, plaintiff and defendant entered into an agreement in writing, whereby and by the terms of which plaintiff let and leased to said defendant, and said defendant hired and took from said plaintiff for the full term of three years from and after the first week in March, 1905, and terminating on March first, 1908, all of said above mentioned premises, except a portion of said Lots 8 and 9 along the western boundary thereof, occupied by said plaintiff as his summer residence, with the pasture pertaining thereto.

3. That in and by the said agreement plaintiff further agreed to furnish in addition to said real property above mentioned, at his own cost and expense, the machinery needed for the operating of said farm, to erect such additional necessary buildings thereon as might be required in operating the same; to furnish the materials and the necessary skilled labor for maintaining the buildings and structures on said farm excepting the fences, in proper condition, and to furnish the wire for new fences built by the defendant upon said farm. Said plaintiff also agreed in and by their said agreement to furnish at his own cost and expense all the seed required for sowing and planting said farm for the first year of said term, and to advance the feed necessary for the animals upon said farm during the season of 1905; but in and by said agreement it was stipulated and provided that the feed so advanced by plaintiff would be returned to him from the crop raised upon said farm in said season.

4. That in and by said agreement so made and entered into by and between the said plaintiff and defendant they mutually

covenanted and agreed that each would furnish one-half of the draft animals required for operating said farm, or the money for the purchase of the same, and one half of the cows, swine, and other animals put upon said farm, including poultry.

5. That in and by said agreement defendant further agreed, among other things, that he would during the term of said lease carefully, diligently, and in a husband-like manner cultivate, till and care for said farm; destroy and remove therefrom all weeds, and keep said farm free from weeds; maintain and keep in repair all fences upon said farm, and build such new fences as might be required from time to time; protect the fruit and shade trees upon the farm, and properly cultivate and care for such additional fruit trees as might be planted thereon; to commit no waste or damage, or permit the same, and to spread all straw and manure on said farm seasonably and in such manner as is required by good farming.

6. That in and by said agreement it was further mutually covenanted and agreed by and between said plaintiff and defendant, that the grain, produce and income from said farm, of whatsoever sort or nature, after the payment therefrom of the charges for the labor employed in operating said farm, exclusive of the labor of plaintiff and his wife, should be divided annually between said plaintiff and defendant, share and share alike, and that at the end of the term, all draft animals procured for use upon said farm, and all cows, swine and other animals on the farm, including poultry owned in common by the said plaintiff and defendant would be divided share and share alike between said plaintiff and defendant, if such division could be agreed upon; and in case said plaintiff and defendant could not agree upon such division that the same should be sold

for cash to the highest bidder, and the proceeds arising from such sale should be divided between said plaintiff and defendant share and share alike.

7. That under and pursuant to said agreement so made and entered into, the said defendant, on or about the first day of March, 1905, entered into and took possession of the premises so let and leased to him, and ever since said time has been and now is in possession thereof, under and by virtue of said agreement, and not otherwise.

8. That the plaintiff, in compliance with his said agreement at his own cost and expense put a herd of cows and all of the cows put upon said farm, except one; and all the draft animals used on the operating of said farm, except one.

9. That at the trial of said cause the plaintiff based his claim to cancellation of said contract solely upon the provisions thereof which required the defendant to cultivate, till and operate said farm in a careful, prudent and husband-like manner, to care for and cultivate the young fruit trees thereon, and to eradicate from said farm all foul and noxious weeds.

10. That when said ~~plaintiff~~ defendant moved upon said farm the same was infested with foul and noxious weeds, which grew up and flourished in certain portions of said farm, notwithstanding the fact that the defendant cultivated and tilled said farm in a husband-like manner and worked diligently to eradicate the same.

11. That in the year 1906 on diverse and different occasions during the summer of said year there were heavy and excessive

rainfalls, and that upon said farm, by reason thereof, there were about 25 acres under cultivation which became infested with weeds and noxious growths, which the plaintiff could not eradicate because such excessive rainfalls made the fields unfit for cultivation; that the defendant during said year cultivated such portions of said farm as were capable of being cultivated, in a good, husband-like manner, and was unable to keep down the growths of weeds upon low portions of said farm where the same grew and throve,, by reason of such heavy rainfalls; but said defendant did till and cultivate said farm, and the whole thereof, during all of said time, in as good and husband-like a manner as the weather conditions would permit.

12. That some of the fruit trees planted on said farm by the said plaintiff, and under his direction, died; but that none of said trees died by reason of the failure and neglect of the defendant to properly care for the same.

13. That the defendant did, since he took possession of said lands and premises under said agreement, carefully, diligently, and in a husband-like manner, cultivate, till and care for said farm as well as it was possible for him so to do.

As CONCLUSIONS OF LAW the Court finds:

1. That the defendant has substantially performed and complied with the conditions of said contract on his part to be kept and performed, and the allegations alleged in the plaintiff's complaint of violations thereof are not true.

2. That the defendant is entitled to a dismissal of this action on the merits, and it is so ordered.

Let judgement be entered accordingly.

Dated at Norwood, Minnesota, this 11th day of May, A.D. 1907

P. V. Morrison
Judge of said Court.

All proceedings on the part of the defendant stayed for a period of forty days.

P. V. Morrison
Judge.

State of Minnesota
County of Carver
In District Court

John Lund
vs
Henry Palmer
Defts

Findings and
Decision

(471)

State of Minnesota)
)ss.
County of Hennepin)

I, Chas.A.Dalby, of number 60,4th street south,in the city of Minneapolis,said Hennepin county,of lawful age,being first duly sworn,on my said oath say: That at said Minneapolis,on the 3rd day of July,1907,I did then and there deposit in the post office within and for said Minneapolis, a true and correct copy of the notice of taxation of costs and bill of costs and disbursements hereto attached, which copy was properly enveloped,sealed,postage paid thereon and directed to the following named co-partnership, who are the attorneys of record for the plaintiff in said notice named, to-wit:" Messrs. Odell & Odell, Counselors, Chaska, Carver county,Minnesota," there being daily communication between said points above by mail.

Subscribed and sworn to before me
this 3rd day of July,1907.

Robert Morrison
Notary Public,Hennepin county,Minn.
My commission expires May 20.1909

Chas. A. Dalby

224½—Notice of Taxation of Costs and Bill of Costs and Disbursements. WALTER S. BOOTH & SON, TOWNSHIP AND LAW BLANK PUBLISHERS, MINNEAPOLIS, MINN.

State of Minnesota, } ss. **District Court,**

County of Carver } Eighth Judicial District.

John Kind, Plaintiff
-v-
Henry Palmer, Defendant,

AMOUNT OF JUDGMENT OR VERDICT.

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

Interest on same from the day of 190 $

Defendants **COSTS AND DISBURSEMENTS.**

Statutory Costs, - - - - - - - - - $ 10.00

Trial *Affidavits,* - - - - - - - $ 3.00

Acknowledgments, - - - - - - - $ 00—

Sheriff's Fees, - - - - - - - - - $ 00—

Jury Fees, - - - - - - - - - - $ 00—

Clerk's Fees (to be taxed), - - - - - - - $ 8.19

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

NAMES	RESIDENCE	NO. DAYS ATTENDANCE	DATES OF ATTENDANCE	NO. MILES TRAVELED	
H. Kronig,	Chanhassen, Hen Co.	two	April 16 17 07	16	2.96
J. E. Aldrich,	"	two	" 16 17 07	16	$ 2.96
J. A. Donovan	"	two	" 16 17 07	16	2.96
Geo. Skeeley	"	two	" 16 17 07	16	$ 2.96
Ralph Post,	Vadine Ramsey Co.	One	" 17 07	70	5.20
A. C. Lewis	Minneapolis Hennepin Co.	two	" 16 17 07	66	$ 5.96
J. A. Maxwell,	Excelsior "	two	" 16 17 07	20	3.20
H. H. Aspden,	" "	two	" 17 18 07	20	$ 3.20
James Kleinpeter	" "	two	" 17 18 07	20	3.20
Lena Poline,	" "	3	" 16 17 18 07	20	$ 4.20
					$

The above Bill of Costs and Disbursements taxed and allowed at $ 57.99.

Dated July 8th 1907. *Total Amount,* $ 57.99

H. O. Muehlberg *Clerk.*

AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota, } ss. Chas. A. Dally

County of Hennepin }

being duly sworn, says on oath, that he is the Attorney *of the* Defendants *in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said* Defendants, *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* Defendants; *and that each of the above named witnesses was a material witness for the said* Defendants *in said action, and was duly sworn, and testified on the trial of said action, on behalf of said* Defendants. *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 3rd *day of* July 1907

Robert Morrison

Notary Public, Hennepin *County, Minn.*

Chas. A. Dally

My Commission Expires May 20, 1909

NOTICE OF TAXATION OF COSTS.

State of Minnesota, } ss. District Court,
County of Carver, 5th Judicial District.

John Kiel, Plaintiff
-vs-
Henry Palmer,
Defendant

Sir : Please Take Notice, That on the 8th day of July 1907 at 10 o'clock A. M., application will be made to H. C. Muehlberg 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 July 3rd 1907

Yours respectfully,

Chas. A. Dalby
Attorney for Defendant

To Messrs. Odell & Odell
Attorneys for Plaintiff

District Court,

5th Judicial District,

County of Ramsey

John Lind
Pltff
-v-
Henry Palmer
Dfdt.

ORIGINAL

Notice of Taxation of Costs and Bill of Costs and Disbursements

Due service of the within bill of disbursements and affidavit to same, and notice of taxation thereof, by delivery of copy thereof, is hereby admitted this ..... *day of* ..... *190* .., *at* .....

.....

.....

Attorney for .....

Filed this 6th *day of* July *A. D. 190*7

H. O. Muehlberg
Clerk.

10 02-2000

(471)

State of Minnesota District court,

County of Carver. 8th Judicial district.

John Lind, ... Plaintiff)
-v-) Judgment July 8th,1907.
Henry Palmer,....Defendant)

The above entitled action having been regularly placed upon the calendar of said court for the March,A.D.1907, general term thereof,came on for trial before the court, without a jury, the Hon. P. W. Morrison presiding, April 16th, 1907, and the court after hearing the evidence adduced at said trial and being fully advised in the premises, did, on the 22nd day of May, 1907, duly make and file its findings and decision for judgment herein---

Now, pursuant to said order and on motion of Chas.A.Dalby Esq., attorney for defendant, it is hereby adjudged, ordered and decreed that plaintiff take nothing hereby, and that defendant have judgment herein on the merits against plaintiff, together with the sum of fifty-seven and 99-100 dollars costs and disbursements as taxed and allowed herein.

By the court:--------

$57.99

H. O. Muehlberg
Clerk District Court.

State of Minnesota
County of Carver

John Lind
-vs-
Henry Palmer.

Judgment Roll.

CARVER COUNTY,
FILED
JUL 8 1907
H. O. Muehlberg Clerk.

(471)

No. 3043. 10.

DISTRICT COURT,

Eighth Judicial District,

County of Carver

John Lind

Plff.

-vs-

Henry Palmer

Deft.

NOTE OF ISSUE

Issue of Law

LAST PLEADING SERVED

Dec. 15 1906

Odell & Odell

Attorneys for Plaintiff

Chas. A. Dalby

Attorney for Defendant

Will the Clerk please file this Note of Issue, and enter the cause on the Calendar for the March *A. D. 1907* General *Term of this Court.*

Yours respectfully,

Odell & Odell

Attorneys for Plff.

Filed February 25th *1907*

(471)

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

Pl. Ex. a

THIS MEMORANDUM, Made this 20th day of July, 1904, between JOHN LIND, party of the first part, lessor, and HENRY PALMER, party of the second part, lessee, WITNESSETH,-

That the said party of the first part, in consideration of the covenants and agreements hereinafter mentioned, does hereby lease and let to the party of the second part, who hereby takes and hires from the first party the following premises situated in the County of Carver in the State of Minnesota, to-wit: Lots eight (8) and nine (9) of section eight (8), the southwest quarter of the Northwest quarter (SW¼ NW¼), the northwest quarter of the southwest quarter (NW¼ SW¼) and the east half of the southwest quarter (E½ SW¼) of section nine (9), all in township one hundred and sixteen (116) of range twenty-three (23), save and except that portion of said lots eight (8) and nine (9) now occupied by the party of the first part as his summer residence, with the pasture pertaining thereto.

To Have and to Hold the above rented premises unto the said second party, subject to the conditions and covenants hereinafter contained, for the full term of three (3) years from and after the first week in March, 1905, the terms of this lease to terminate however on March 1st, 1908.

In addition to the real property above described, the party of the first part further agrees to furnish, at his own cost and expense, the needed machinery for the operation of said farm, also to erect such additional necessary buildings thereon as may be required for its operation, and to furnish the materials and the necessary skilled labor for maintaining the buildings and structures on said farm in proper condition.

The party of the first part also agrees to furnish, at his own expense, all the seed required for sowing and planting said farm for the first year of this lease, thereafter the seed to be taken out of the crop. The first party will also advance the required feed for the animals on the farm during the season

of 1905, but the feed so advanced shall be returned to him from the crop raised upon said farm in said season. The parties hereto mutually covenant and agree that each will furnish one-half of the draft animals required for operating said farm or the money for the purchase of the same; likewise each one to furnish one-half of the cows, swine and other animals put upon said farm, including poultry.

The party of the second part covenants and agrees that during the term of this lease, he will carefully, diligently and in a husbandlike manner, cultivate, till and care for said farm, to eradicate therefrom and keep it free from weeds, and to maintain and keep in repair all fences thereon, and to build such new fences as may be required from time to time, the party of the first part to furnish the wire therefor; also to protect the fruit and shade trees on the farm, and to properly cultivate and care for such additional fruit trees as may be planted thereon, to cut no green trees except with the consent of the first party, and to commit no waste or damage, or permit the same on said farm. The second party also agrees not to remove any straw or manure from said farm, but to spread the same on the premises seasonably and in such manner as is required by good farming.

The second party is to hire and board such labor in addition to that of his own and his wife as may be required to properly carry on said farm, and to keep said labor without charge for such keeping, but the wages for such labor shall be paid from the crops and produce on said farm. The second party also agrees to do the hauling of all the material needed upon said farm and for marketing the crops and produce thereof without charge therefor, and to board such workmen as the first party shall employ for performing skilled labor or permanent improvements on said farm at a price not exceeding two and 50/100 dollars ($2.50) per week, to be paid by the first party.

Of garden truck, potatoes and fruit raised on said farm,

each party hereto shall have, free of charge, such part or quantity as may be required for the use of his family while on the farm. The second party further agrees to supply the first party for his family with two quarts of milk and one quart of cream daily during the time that they are on the place; also such quantity of eggs, butter and poultry as they may require, but the eggs, butter and poultry so supplied shall be paid for at the market price.

The second party further agrees to keep full account of all expenditures and income from the farm and of the business thereof, such account to be subject to inspection of the first party whenever desired. The second party also covenants not to incur any indebtedness on account of said farm or the management thereof without the knowledge and consent of the first party.

The road work chargeable to said farm shall be performed by the second party without charge therefor.

It is further agreed by the parties hereto, in consideration of the premises, that of the grain, produce and income from said farm, of whatsoever sort or nature, after the payment therefrom of the charges hereinbefore provided for, shall be equally divided between the parties hereto share and share alike; and that at the end of the term, the draft animals procured for use on said farm, and likewise the cows, swine and other animals on the farm, including the poultry, owned in common by the parties hereto, shall be divided share and share alike between the parties hereto, if such division can be agreed upon; otherwise the same are to be sold to the highest bidder for cash, and the proceeds divided.

The second party also agree to keep and care for the first party's driving team during the winter months and when the first party is absent from said farm without charge therefor.

Dated July 22nd 1904

John Lind Lessor

Henry Palmer Lessee

Lease
Lind
to
Palmer -

CARVER COUNTY,
FILED
DEC 1 1906
H. O. Muehlberg Clerk

(471)

State of Minnesota — District court,
County of Carver — 8th Judicial district.

John Lind,.....Plaintiff
-v-
Henry Palmer,.....Defendant
} Affidavit.

County of ~~Hennepin~~ Carver -ss. H H Aspden

being duly sworns, says:---

That for 6 years he has been continously and is now a resident of Carver County, residing within ~~three~~ four miles of Excelsior; ~~but~~ and he has been and is now continously engaged as general farmer, giving his full attention to ~~the raising of fruits, poultry and dairy products~~ general farming and dairying and is familar with farming in all its branches. Atffiant further stats that he is familar with the farm and the land in controversy in the above made; that the ~~applicant~~ affiant has frequently come over said farm and is familar with the general nature of its soil and the general character of the same; that he knows the defendant Henry Palmer the ~~defendant~~ affiant further states that since the defendant has had possession of said land ~~a~~ Atffiant ~~he~~ has frequently gone upon the same and has observed in the manner in which said ~~farmer~~ has been cultivated and run for the past two seasons, and the Atffiant states that the past two seasons have been unsatisfactory for general farming purposes-especially where land is low, and has in fact been among the worst seasons that your affiant remembers of in his experience and during his residen in said vicinity owing to the fact of constant and excessive rain during seeding and planting, continuing also for several weeks thereafter

Affiant further states that a great portion of said farm has durin the two past farming seasons been ~~under water~~ very wet during seeding and planting time making it impossible to operate said farm and to either seed or plant the same at any seasonable period. Your affiant further states that said land is rolling and to your affiant's knoledge, that wherever said land is low the same could not be properly seeded or cul-

tivated during said two last seasons wherever the same is low in a proper manner, but your affiant states that wherever said land has not been ~~underwater~~ very wet and wherever it could be so seeded and cultivated, the same hasbeen so seeded and cultivated in a proper and workmanlike manner and properly cared for; that in such portions where the said is so low it has not during said time been possible to put machinery or or horses thereon and for said reason the sme could not in such portions be cultivated; and affiant states of his own personal knowledge that said farm has been properly worked wherever tillable; that defendant by your affiant's observation is a competent and skilled farmer in all things able to care for said farm, and that he is thoroughly reliable in all dealings that have come under affiant's observation, and said farm hasduring said past two seasons been managed in a c careful and prudent manner and has accomplished and done all that any person could do upon the sme. H H Aspden

Subscribed and sworn to before me
this 16th day of October, A.D.1906.
Henry Aspden
Justice of the Peace in and for the town of
Charlassen Lauer ~~Hennein~~ Co., Minn.

State of Minnesota — District court,

County of Carver — 8th Judicial district

John Lind,.....Plaintiff)
-v-)Affidavit.
Henry Palmer,...Defendant)

County of Hennepin--ss.

Ralph West being duly sworn, says:---

He is a graduate of the school of agriculture of the university of Minnesota, and during the season of 1905, worked for defendant on the farm in controversy in above matter, and began working thereon April 12, and continued thereon till August 15, 1905, and your affiant states that he is entirely familiar with the soil of said farm and the manner in which the same was worked during said farming season.

Affiant further states that said 1905 was a very wet season from and during the planting time and for several weeks thereafter; that a considerable portion of said farm, in its hay meadows, was under water, and a considerable portion of the cultivated field thereon where the same is low was so wet that during planting and cultivating season it was impossible, and wholly impracticable to work any horses thereon or to go upon the same for any person and attempt to hoe such low portions where the planting could be done if not interfered with by the wetness of the season.

That all portions of said farm that are cultivated, and which could during said season, either be cultivated by horse machinery or by manual labor, was to affiant's own knowledge properly and carefully worked in a proper and husband like manner, and during said season defendant worked and cared for said farm in a careful and prudent manner, but that a few small portions thereon which are very low and which cannot under any circumstances be worked during a season as wet as the one of 1905 became weedy, but your affiant states of his own knowledge that all such portions that in any manner became dry enough to cultivate were promptly plowed except one small portion of not to exceed one-half acre upon which

no horses or machinery could be placed at all during said season.

That at the time your affiant left said place the tillable portions of said farm had been properly cared for and cultivated and the crops thereon were without any weeds and in first class shape for harvesting; that defendant with assistance of affiant and other workmen took proper care of the stock on said farm, feeding and caring for the same in a husband-like and careful manner, and your affiant states as his opinion that taking the weather into consideration said farm was run entirely in a first-class manner, and affiant frequently saw plaintiff upon said farm during said season and that said plaintiff never complained or stated that but that said farm was properly run.

And further affiant sayeth not.

Ralph L. Head

ubscribed and sworn to before me
this 15th day of October, A.D.1916.

Chas. A. Darby.
Notary Public,
My Commission Expires May 4th, 1918.
Notary Public,
Hennepin county, Minn.

1314-621SE

State of Minnesota District court,

County of Carver 8th Judicial district.

John Lind,.... .Plaintiff)
)
-v-)Affidavit.
)
Henry Palmer,...Defendant)

County of Hennepin--ss.

Henry Palmer, being duly sworn,says:---

He is defendant above named and has made his answer herein, duly sworn to, and he hereby reiterates the allegations therein contained, and that the same are true, and for the purposes of this motion he desires to go more into detail and submits, upon this motion for a pretended receiver, the following statement:

When your affiant went upon the farm in question it was specifically understood and agreed between the parties that plaintiff would and should supply promptly cultivators and harvesters, and any and all necessary tools and mchinery for the proper operating of said farm, whenever called upon for such purpose; but your affiant states that he has never done the same but has on the contrary hampered defendant and made his work manyfold more burdensome and difficult by such failure, on account of which defendant actually sowed with his hand, without any machinery of any kind 32 acres of oats; that defendant informed plaintiff that at least two cultivators were necessary which plaintiff never furnished, and that therefore work which should have been done by machinery, to properly dispatch the same, has had to be done as best it could by manual labor,which has been scarce and difficult to get; that your affiant has sold nothing from said farm except produce and pigs, and has never sold any stock, except two calves, which have been raised by defendant, which were what are called jersey calves and of no value for veal, and affiant procured $16.50 for the same which was largely in excess of their real value, and he has properly accounted for the same, which plaintiff well knows; and your affiant further states that plaintiff has neglected to supply a harvester to reap the grain sowed and raised on said farm and compelled affiant to get a harvester from a neighbor, which could not be procured till said

neighbor had finished his own reaping, and that therefore the oats was somewhat overripe, but the same was without any fault on affiant's part and solely because plaintiff has failed in many particulars to aid defendant and to carry out the terms of the agreement between them; that although there have been some thirty head of stock on said farm of various kinds, plaintiff has refused and neglected to build a windmill, although he agreed so to do, and that therefore defendant has been compelled to carry the necessary water 75 yards, entailing a great amount of unnecessary work hampering defendant.

Your affiant further states that he is in debt to no one; that he has run said farm in all things fully as well as anyone could run the same and in a prudent and workmanlike manner as plaintiff is well aware; that your affiant has a family and that all his household furniture and goods are upon said farm; and he insists that he has done nothing to warrant this pretended proceeding; that when your affiant came upon said farm it was in a rundown condition, was then full of weeds, and had been for many years even during more dry and favorable seasons for operating the same; but he has raised it to a fair and proper condition; that plaintiff is fully aware of whatever grain there is upon said farm, that the same is properly housed and cared for and the exact amount of the same together with whatever has been raised thereon plaintiff is fully informed of, and your affiant denies that he has sold or attempted to sell anything nor has he any intention of so doing; and further states that if this petition should be granted it would serve no useful purpose but be an unnecessary and unwarranted expense and severely hamper defendant in his management of said property and his good reputation in the community; and he asks that the granting of the petition abide the main action herein.

Subscribed and sworn to before me
this 19th day of October, A.D.1906.

Henry Palmer

Chas. A. Dailey
Notary Public, Hennepin Co., Minn.
My Commission Expires May 4th, 1910.

State of Minnesota,
County of Carver,
District Court, 8th Jud. Dis't

John Lind,.....Pl'ff

-v-

Henry Palmer,...Def't

Affidavits.

CARVER COUNTY,
FILED
DEC 1 1906
H.O. Muehlberg ..Clerk

Chas.A.Dalby,
Attorney for Def't
711-12--The Phoenix,
Minneapolis, Minn.

(471)

Geo. D. Barnard & Co., Prs., St. Louis.

STATE OF MINNESOTA, } ss. COUNTY OF CARVER.

DISTRICT COURT, EIGHTH JUDICIAL DISTRICT. No. 2448

THE STATE OF MINNESOTA

TO John Hellriegel, Sander Swanson, & Wm Rose at 3

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the 16th day of April A. D. ~~189~~ 1907, at 10 o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between John Lind plaintiff, and Henry Palmer defendant, on the part of the Pltff and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.

WITNESS The Hon. ~~Francis Cadwell,~~ P. W. MORRISON, Judge of said Court, at Chaska, this 15 day of April A. D. ~~189~~ 1907.

Seal.

H. O. Muehlberg Clerk.

Odell & Odell. Attorney.

STATE OF MINNESOTA, } ss.
CARVER COUNTY.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpœna on the within named John Hellberg & Sander Swanson by reading said Subpœna to him in his presence, in County and State aforesaid, on this 15th day of April 1907

G. A. Gatz
Sheriff of Carver County.

Fees $3.30 By ..... Deputy Sheriff.

No.

DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,

COUNTY OF CARVER.

John Lind

AGAINST

Henry Palmer

SUBPŒNA.

Issued Apr. 15th 1907

H. O. Muehlberg

Clerk District Court.

RETURNED AND FILED

April 17th 1907

H. O. Muehlberg *Clerk.*

On part of

(471)

LAW OFFICE OF
JOHN LIND & A. UELAND,
401 NEW YORK LIFE BUILDING,
MINNEAPOLIS, MINN.

Left to Ex
a

June 27th, 1904.

Mr. Henry Palmer,
1804 Normal Street,
Cedar Falls, Iowa.

Dear Sir:

Your favor of the 13th inst. written at the suggestion of my friend Kerr came duly to hand. I should have answered earlier, but have been exceedingly busy and away from home. Your situation and experience are such that it seems to me that we might be able to make arrangements mutually satisfactory and profitable.

My farm contains 240 acres-- about 80 acres of timber (much of which can be added to the pasture), some 50 to 60 acres of pasture, 15 to 20 acres of meadow, and 80 to 90 acres of field. These figures however are only approximate. All the land (with the exception of perhaps 30 acres that I want to leave in timber permanently) can be utilized for pasture, field or meadow, as occasion may require. The soil is excellent. None better in the State. Part of it somewhat more rolling than desirable, but not enough so to interfere with proper farming. Mr. Hayes, of our Agricultural School, is thoroughly familiar with the farm. It is about three miles from a railroad, Excelsior being our principal station. Excelsior is 18 miles in distance and 40 minutes from Minneapolis. The location of the farm is ideal so far as market is concerned. At Lake Minnetonka there is an unlimited demand for all sorts of produce and feed in the summer time, and we have the Minneapolis market near by the year around.

The pasture is such that some cows ought to be kept. 30 to 40 head can be pastured readily, and more if preferable. I think

H. P. 2

LAW OFFICE OF
JOHN LIND & A. UELAND,
401 NEW YORK LIFE BUILDING,
MINNEAPOLIS, MINN.

however that it would always prove profitable to raise a large amount of hogs on the place, as there is a constant demand locally, Money could be made by raising seed corn and other seed for the large seed houses in our city. I could make a contract with Northrup, King & Co. for a 1000 bushels of seed corn now if I was so situated that I could deliver the goods. With the right kind of a man, I would be glad to put up a drying-house. There is an abundance of fuel on the place going to waste all the time.

If you think you would like to take hold of the farm, I would suggest that you come up and spend a day or two looking it over. We could then discuss the situation more intelligently. I have two applicants for it; but from the tenor of your letter, I am inclined to think that I would rather have you than a man with less experience in dairying. Possibly I could send you a ticket in the event you wish to come.

Yours truly,

JOHN LIND

jul

State of Minnesota — District court,

County of Carver — 8th Judicial District

John Lind,.....Plaintiff
-v- } Affidavit.
Henry Palmer,....Defendant

County of Hennepin--ss.

R. H. DeGroodt being duly sworn, says:----

He has lived in Hennepin county and in the immediate vicinity of the farm in question in this matter, and he knows the defendant above named, with whom for two years past your affiant has had dealings. That during such time affiant has purchased ~~dairy products~~ and other produce ~~x~~ from said farm.

Affiant further states that defendant is a person of good reputation and good character well known in the community as such and as a truthful person, careful and conscientious in his work and business dealings. And defendant has in all things, to your affiant's knowledge, been and is thoroughly reliable, and is not a careless or negligent person, but is on the contrary careful and prudent in the management of said farm, caring for the property thereon in a diligent and husbandlike manner; that your affiant has dealt with said defendant for said two past seasons and therefore has observed the management of said property under the care of defendant, and affiant states that all said property is safe and well cared for and will be safe under his management.

R. H. DeGroodt

Subscribed and sworn to before me this 19th day of October, A.D. 1906.

A. S. Agar
Justice of the Peace in and for the Hennepin county, Minn.

NOTARY PUBLIC, Hennepin County, Minnesota.
My Commission Expires November 6th, 1909.

State of Minnesota — District court,

County of Carver — 8th Judicial District

John Lind,.....Plaintiff
-v-
Henry Palmer,....Defendant
} Affidavit.

County of Hennepin--ss.

C. B. Joslin, being duly sworn, says:----

He has lived in Hennepin county and in the immediate vicinity of the farm in question in this matter, and he knows the defendant above named, with whom for two years past your affiant has had dealings. That during said time affiant has purchased dairy products and other produce from said farm.

Affiant further states that defendant is a person of good reputation and good character well known in the community as such and as a truthful person, careful and conscientious in his work and business dealings. And defendant has in all things, to your affiant's knowledge, been and is thoroughly reliable, and is not a careless or negligent person, but is on the contrary careful and prudent in the management of said farm, caring for the property thereon in a diligent and husbandlike manner; that your affiant has dealt with said defendant for said two past seasons and therefore has observed the management of said property under the care of defendant, and affiant states that all said property is safe and well cared for and will be safe under his management.

C. B. Joslin.

Subscribed and sworn to before me this 19th day of October, A.D.1906.

A. S. Cofyar
Justice of the Peace in and for the town of Hennepin county, Minn.

NOTARY PUBLIC, Hennepin County, Minnesota.
My Commission Expires November 6th, 1909.

NOTARY PUBLIC, Hennepin County, Minnesota.
My Commission Expires November 6th, 1909.

State of Minnesota District court,

County of Carver 8th Judicial district.

John Lind,.....Plantiff)
-v-)Affidavit.
Henry Palmer,.....Defendant)

County of ~~Hennepin~~ Carver--ss. J. A. Maxwell

being duly sworns, says:---

That for 35 years he has been continously and is now a resident of Carver County, residing within ~~three~~ five miles of Excelsior; and he has been and is now continously engaged as general farmer, giving his full attention to the raising of fruits, poultry and dairy products and is familar with farming in all its branches. Affiant further states that he is familar with the farm and the land in controversy in the above matter, that ~~the same person~~ affiant has frequently come over said farm and is familar with the general nature of its soil and the general character of the same; that he knows the defendant Henry Palmer, the defendant further states that since the defendant has had possession of said land ~~of~~ Affiant ~~he~~ has frequently gone upon the same and has observed in the manner in which said farmer has been cultivating and run for the past two seasons, and ~~the~~ Affiant states that the past two seasons have been unsatisfactory for general farming purposes-especially where land is low, and has in fact been the worst seasons that your affiant remembers of in his experience and during his residence in said vicinity, owing to the fact of constant and excessive rain during seeding and planting, continuing also for several weeks thereafter

Affiant further states that a great portion of said farm has during the two past farming seasons been ~~under water~~ very wet during seeding and planting time making it impossible to operate said farm and to either seed or plant the same at any seasonable period. Your affiant further states that said land is rolling and to your affiant's knowledge, that wherever said land is low the same could not be properly seeded or cul-

tivated during said two last seasons wherever the same is low in a proper manner, but your affiant states that wherever said land has not been ~~under water~~ too wet and wherever it could be so seeded and cultivated, the same hasbeen so seeded and cultivated in a proper and workmanlike manner and properly cared for; that in such portions where the said land is so low it has not during said time been possible to put machinery or or horses thereon and for said reason the same could not in such portions be cultivated; and affiant states of his own personal knowledge that said farm has been properly worked wherever tillable; that defendant by your affiant's observation is a competent and skilled farmer in all things able to care for said farm, and that he is thoroughly reliable in all dealings that have come under affiant's observation, and said farm hasduring said past two seasons been managed in a c careful and prudent manner and he has accomplished and done all that any person could do upon the ~~same~~ same.

J. A. Inghowell

Subscribed and sworn to before me
this 6th day of October, A.D.1906.

Henry Ogden

Justice of the Peace in and for the town of
Chanhassen Carver ~~Hennepin~~ Co.,Minn..

State of Minnesota — District court,

County of Carver — 8th Judicial district.

John Lind,.....Plaintiff
-v-
Henry Palmer,.....Defendant } Affidavit.

County of ~~Hennepin~~ Carver--ss. Barnes H. Livingston

being duly sworns, says:--

That for 38 years he has been continously and is not a resident of Carver County, residing within three miles of Excelsior; ~~has~~ and he has been and is now continously engaged as general farmer, giving his full attention to the raising of fruits, poultry and dairy products and is familar with farming in all its branches. Atffiant further stats that he is familar with the farm and the land in controversy in the above made; that the ~~said person~~ affiant has frequently come over ~~same~~ said farm and is familar with the general nature of its soil and the general character of the same; that he knows the defendant Henry Palmer the ~~deffiant~~ affiant further states that since the defendant has had possession of said land ~~of~~ Atffiant ~~he~~ has frequently gone upon the same and has observed in the manner in which said farmer has been cultivat~~ing~~ed and run for the past two seasons, and the Atffiant states that the past two seasons have been unsatisfactory for general farming purposes--especially where land is low, and has in fact been the worst seasons that your affiant remmbers of in his experience and during his residen in said vicinity owing to the fact of constant and excessive rain during seeding and planting, continuing also for several weeks thereafter

Affiant further states that a great portion of said farm has durin the two past farming seasons been ~~under water~~ very wet during seeding and planting time making it impossible to operate said farm and to either seed or plant the same at any seasonable period. Your affiant further s states that said land is rolling and to your affiant's knoledge, that wherever said land is low the same could not be properly seeded or cul-

tivated during said two last seasons wherever the same is low in a proper manner, but your affiant states that wherever said land has not been ~~under water~~ very wet and wherever it could be so seeded and cultivated, the same hasbeen so seeded and cultivated in a proper and workmanlike manner and properly cared for; that in such portions where the said is so low it has not during said time been possible to put machinery or or horses thereon and for said reason the sme could not in such portions be cultivated; and affiant states of his own personal knowledge that said farm has been properly worked wherever tillable; that defendant by your affiant's observation is a competent and skilled farmer in all things able to care for said farm, and that he is thoroughly reliable in all dealings that have come under affiant's observation, and said farm hasduring said past two seasons been managed in a c careful and prudent manner and has accomplished and done all that any person could do upon the sme. Power H. Livingston

Subscribed and sworn to before me
this 16th day of October, A.D.1906.

Henry Ashbee

Justice of the Peace in and for the town of
Bauer
Chanhassen ~~Hennein~~ Co.,Minn.

State of Minnesota — District court,

County of Carver — 8th Judicial district.

John Lind,.....Plaintiff
-v-
Henry Palmer,.....Defendant

} Affidavit.

County of Hennepin--ss. J. E. Aldrich

being duly sworns, says:---

That for 38 years he has been continously and is not a resident of Carver County, residing within three miles of Excelsior; said he has been and is now continously engaged as general farmer, giving s full attention to the raising of fruits, poultry and dairy products and is familar with farming in all its branches. Atffiant further stats that he is familar with the farm and the land in controversy in the bove made; that the affiant has frequently come over said farm d is familar with the general nature of its soil and the general character of the same; that he knows the defendant Henry Palmer the defendant further states that since the defendant has had possession of said land of Atffiant he has frequently gone upon the same and has bserved in the manner in which said farmer has been cultivating and run for the past two seasons, and the Atffiant states that the past two seasons have been satisfactory for general farming purposeses-ecially where land is low, and has in fact been the worst seasons hat your affiant remembers of in his experience and during his residen n said vicinity owing to the fact of constant and excessive rain during seeding and planting, continuing also for several weeks thereafter

Affiant further states that a great portion of said farm has durin the two past farming seasons been under water during seeding and planting time making it impossible to operate said farm and to either seed or plant the same at any seasonable period. Your affiant further s states that said land is rolling and to your affiant's knoledge, that wherever said land is low the same could not be properly seeded or cul-

tivated during said two last seasons wherever the same is low in a proper manner, but your affiant states that wherever said land has not been ~~under water~~ very wet and wherever it could be so seeded and cultivated, the same hasbeen so seeded and cultivated in a proper and workmanlike manner and properly cared for; that in such portions where the said is so low it has not during said time been possible to put machinery or or horses thereon and for said reason the sme could not in such portions be cultivated; and affiant states of his own personal knowledge that said farm has been properly worked wherever tillable; that defendant by your affiant's observation is a competent and skilled farmer in all things able to care for said farm, and that he is thoroughly reliable in all dealings that have come under affiant's observation, and said farm hasduring said past two seasons been managed in a c careful and prudent manner and has accomplished and done all that any person could do upon the sme.

J. E. Aldritt

Subscribed and sworn to before me
this 18th day of October, A.D.1906.

E. S. Apgar

Justice of the Peace in and for the town of
NOTARY PUBLIC, Hennepin County, Minnesota.
My Commission Expires November 6th, 1909 Hennein Co., Minn.

State of Minnesota, Carver Co.,
District Court, 8th Jud.Dis't

John Lind,..Pl'ff
-v-
Henry Palmer,.Def't

Affidavits.

Chas.A.Dalby,
Att'y for Defendant,
711-12--The Phoenix,
Minneapolis, Minn.

(471)