



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

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.

3063

No. ~~15~~ 2.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

Phillip Rudis

Plaintiff

vs.

William Rolf

Defendant

John J. Fahy

Plaintiff's Atty.

Odell & Odell

Defendant's Atty.

Date of Entry Feb 18th 1907

Register of Actions D. Page 480

Term Tried Settled 1907

Judgment for

Amount of Judgment, \$ R.

Date of Judgment 1907

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1907

Settled

Original

State of Minnesota,
County of Carver } ss.

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

You are hereby commanded to summon William Rolfe

the Defendant herein
if he shall be found in your County, to be and appear before the undersigned, one of the
Justices of the Peace in and for said County, on the 16th day of
January 1907, at 10 o'clock in the fore-noon of said day,
at my office in the Village of Norwood in said County, to answer
the complaint of Philipp Rudio

Plaintiff, in a civil action, wherein the Plaintiff claims
the sum of Thirty and No/100 Dollars (\$30.00),
with interest thereon from the 7th day of January 1907, at
rate of 6 per cent per annum; and have you then and there this writ.

Given under my hand, and dated this 7th day of January 1907.

James H. H. H.
Justice of the Peace.

STATE OF MINNESOTA,		} ss.	I hereby certify and return, that I personally served the within Summons upon the within named Defendant, by reading the same and delivering a copy thereof to him, in said County, on the.....day of.....190.....
County of.....			
FEES—Mileage,	Miles.....		
Service,	- - -	.15	
Copy,	- - -	.15	
Total,	- - - \$	Constable.

STATE OF MINNESOTA,		} ss.	I hereby certify and return, that on the..... <u>7th</u>day of..... <u>January</u>190..... <u>7</u> I served the within Summons upon the within named Defendant, by leaving a copy thereof at his last usual place of abode, with one..... <u>Sophia Rolf his wife</u> a person of suitable age and discretion, then residing therein, in said County, Defendant not being found.
County of..... <u>Carter</u>			
FEES—Mileage	<u>17</u> Miles..... <u>\$ 1.20</u>		
Service,	- - -	.15	
Copy,	- - -	.15	
Total,	- - - \$	<u>2.00</u> <u>Fred Falk</u>Constable.

12.

IN JUSTICE'S COURT

County of Carver

Phillip Bendie Pkt.

vs.
Mr. Rabe Pkt.

SUMMONS

Returned and filed this 7th
day of July 1907

John D. House
Justice of the Peace.

Personal service of the within Summons
by reading the same and by delivery of a
copy to me, is hereby admitted at.....
in said County, this.....day
of.....190....

3616000
CARVER COUNTY,
FILED

FEB 19 1907

H. O. Muehlberg
(480)

1 State of Minnesota In District Court
2 County of Carver Eighth Judicial District.

3
4 Philip Rudis, Plaintiff.

5 - v -

6 William Rolfe, Defendant.

7 It is hereby stipulated and agreed by
8 and between the above named parties
9 and their respective attorneys that
10 in the above entitled action, that
11 said action be and the same
12 ~~be~~ hereby dismissed without
13 costs to either party.

14 John F. Foley
15 Plaintiff's Attorney

16 W. C. Odell

17 Defendant's Attorney

18 Dated at Chaska Oct. 31, 1907.
19
20
21
22
23
24
25
26
27
28
29
30
31
32

State of Minnesota
Carver County

~~Philip~~ Rudis

^{VS.}
William A. Rolfe

Stipulation

CARVER COUNTY,
FILED

OCT 3 1907

J. O. Muehlberg, Clerk

State of Minnesota)
County of Carver)ss

In Justice's Court
Before Jacob D. Krause, Justice of the Peace

Phillip Rudio Plaintiff
----- vs -----
William Rolf Defendant

To the District Court of Carver County, Minnesota.

An appeal having been made from the judgement rendered by me in said action, I hereby make return of the proceedings had before me therein, pursuant to the statute, as appears from my docket, viz:

.....

State of Minnesota)
County of Carver)ss

In Justice's Court
Before Jacob D. Krause, Justice of the Peace

Phillip Rudio Plaintiff
----- vs -----
William Rolf Defendant

Norwood, Minn. Jany. 7th. 1907. Summons issued, returnable at my office in the Village of Norwood, in said County, on the 16th. day of Jany. 1907 at 10 o'clock A.M., and delivered to constable Fred Falk for service. Plaintiff claims \$30.00.

Jany. 16th. 1907, summons returned by constable Fred Falk, with his certificate thereon showing personal service upon the within named Defendant in said County by leaving a copy of said summons at the last usual place of abode of said Defendant, namely Sophia Rolf, a person of suitable age and discretion then a resident therein. Constable fees \$2.00, summons filed.

January 16th. 1907, 10 o'clock A.M., case called, Plaintiff appears by attorney J.J. Fahey, who files a written complaint duly verified, alleging that he performed labor for the Defendant at the special instance and request of said Defendant and of the worth and value of \$30.00 and prays judgement for said sum with interest and costs. Defendant appears with attorney W.F. Odell, who files a written answer duly verified, alleging a counter claim of \$26.95 due on a transportation ticket from Wingen, Germany to Cologne, which Defendant alleges to have furnished Plaintiff at his request. By consent of both the respective attorneys in Court, it is ordered that this case be continued for trial at my office, in the Village of Norwood in said County, on the 24th. day of Jany. 1907 at 10 o'clock A.M.,

Jany. 23d. Subpoena issued in behalf of Defendant, requiring Fred Lindemeier to appear as witness at said hearing, and as I was unable to secure anyone to serve the said subpoena, I called up said Lindemeier over the phone requested him to be at the said hearing on Jany. 24th. which he promised to comply with. Plaintiff files a reply to Defendant's answer duly verified, alleging a general denial.

Jany. 24th. 1907, Case called, Plaintiff appears with his attorney J.J. Fahey. Defendant appears with his attorney W.F. Odell, by request of Defendant's attorney the case is adjourned to 1 o'clock P.M. at the City Hall in said Village.

1 o'clock P.M. Parties appear with their respective attorneys, Plaintiff demands a jury of six persons, to which both parties agree. Plaintiff deposits jury fees of \$6.00, constable G.F. Denstedt ordered to draw a jury list of 18 names, jury list filed from which each party strikes six names. Venire issued requiring Adolph Splettstoesser, Peter Roth, Ed. Bauermeister, Henry Lindert Sr., Henry Heinen and Albert Fabel to appear forthwith and act as jurors in said cause and delivered to constable G.F. Denstedt to serve. Venire returned by constable G.F. Denstedt with his certificate thereon, that he had personally served the same upon all the within named jurors, constable fees \$1.20, Venire filed.

Jurors all present in Court, Ed Bauermeister and Albert Fabel were excused for cause, E.R. Webb and F. Rademacher were selected by constable G.F. Denstedt to act in their place

Jurors examined by parties and accepted, Jurors sworn, Gerhard Perbix was sworn as interpreter, Phillip was sworn in his own behalf. Plaintiff rests. William Rolf and Fred Lindemeier were sworn for the Defense, receipt for a transportation ticket offered in evidence and marked exhibit "A" A notice from Attorney J.J.Fahey to pay, offered in evidence and marked exhibit "B", Defendant rests, recess of five minutes taken, cause argued to the jury. constable G.F.Denstedt sworn to take charge of the jury, jury retired, jury return a verdict into Court in favor of Plaintiff for \$25.00 and cost in this action, verdict filed, jurors paid their fees and discharged. It is therefore judged and determined that the Plaintiff recover of the Defendant the sum of \$25.00 the amount of his verdict and costs of this action taxed at \$9.45, total judgement \$34.45.

Dated this 24th. day of January 1907

Jacob D.Krause

Justice of the Peace.

State of Minnesota)
County of Carver)ss

I hereby certify that I have compared the foregoing with the original entries in my docket and that the same is a full and correct transcript therefrom, and of all the proceeding had before me in said action; that the affidavit, bond and notice of appeal, together with all the process and other papers relating to the action and filed with me, or had before me therein, are herewith returned and attached, and numbered from 1 to (12) inclusive; and that, together with the foregoing transcript, they contain a full, correct and complete statement of all the proceedings had before me in said action.

Given under my hand this 14th. day of February A.D.1907

J.D. Krause
Justice of the Peace

CARVER COUNTY,
FILED

FEB 19 1907

H.O. Mucklerg

(480)

State of Minnesota, }
 County of *Carver* } SS. JUSTICE'S COURT.
Philipp Rudis Before *J. D. Krause, Esq.*
Plaintiff, Justice of the Peace.

-75-
William Rolfe
Defendants.

SIR: PLEASE TO TAKE NOTICE, That the above named *William Rolfe* appeals to the *District* Court of the *8th* Judicial District in and for said County, from the judgment rendered by said Justice of the Peace, in the above entitled action, on the *24th* day of *January* A. D. *1907*, against said *defendant*, therein for *Twenty Five (25.00)* Dollars and costs, and that the said appeal is taken upon questions of *both Law and Fact.*

Dated *Charles, Minn., Jan. 31st, 1907.*

Yours Respectfully,

Odell Odell

To the above named *Philipp Rudis, Plff.*
 and *John J. Fahy, Esq.,*
 Att'y for said *Plaintiff*
 and *J. D. Krause, Esq.,*
 Justice of the Peace.

Att'y for *Def't.*
Charles, Minn.

ROYAL LINEN BLANKS.

Original

JUSTICE'S COURT

County of *Carver*

Philip Rudin
Plaintiff.

AGAINST

William Rolfe
Defendant.

NOTICE OF APPEAL.

Due service of the within notice is hereby
admitted at *Norwood*

Minnesota, on this *2nd* day of

February A. D. ~~189~~ 1907

John J. Fahy
Atty for Plf.

CARVER COUNTY,
FILED

FEB 19 1907

H. O. Muehlberg Clerk.

Osceola & Osceola

Atty. for Def.

A. C. Bausman, Printer, Binder and Legal Blanks, Minneapolis.

(480)

State of Minnesota, }
 County of Carter } ss. Before J. D. Krause
 Justice of the Peace.

Philip Rudis

Plaintiff

William Rolfe

Defendant

Know all Men by these Presents, That we

William Rolfe

as principal, and

Wm. Menvisen and James Mohrbacher

as sureties,

are held and firmly bound unto

Philip Rudis

said Plaintiff

in the sum of

Seventy Five (75.00)

Dollars, lawful money of the

United States, to be paid unto the said

Philip Rudis

his

heirs, executors, administrators

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

Sealed with our seals and dated this 24th day of January 1907

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

William Rolfe

appeals to the District Court, in and for said County, from a certain judgment rendered by said Justice of the Peace in said cause, on the 24th

day of January 1907, in favor of said Philip Rudis,

said Plaintiff

and against said

William Rolfe, said defendant

for the sum of Twenty Five (25.00) Dollars and

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

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

24th day of January A. D. 1907.

Signed, Sealed and Delivered in Presence of

Lambert J. Bell

Geo. J. Bell

Wm. G. Rolfe

Wm. Menvisen

James Mohrbacher

Seal

Seal

Seal

Seal

State of Minnesota,
County of Cannon } ss.

On this 24th day of January A. D. 1902, before me, a
Notary Public within and for said County, personally appeared
William R. Roff Wm. M. Munnissen
and James Mohrbacher
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

Lambert D. Dols
my Com expires Jan. 31-1904 Notary Public

State of Minnesota,
County of Cannon } ss.

Wm. M. Munnissen and James Mohrbacher
being duly sworn, say, each for himself, that he is one of the sureties within named; that he is a resident
and freeholder of the State of Minnesota, and worth ^{double} the amount of Seventy Five
(75.00) Dollars, specified in the within Bond,
above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this
24th day of January 1902,
Lambert D. Dols
Notary Public
Cannon Co. Minn
my Com expires Jan 31-1909

Wm. Munnissen
James Mohrbacher

IN JUSTICE'S COURT

County of Carver

Philip Rudis
Plff.

- vs -

William Rolfe
Def.

APPEAL BOND

I hereby approve the within Bond and
the sureties thereon.

Dated 20th 1907

Wm. H. Brown
Justice of the Peace.

The within Bond filed this 20th
day of Jan 1907

Wm. H. Brown
Justice of the Peace.

1232000

CARVER COUNTY,
FILED

FEB 18 1907

H. O. Muehlberg Clerk
(480)

State of Minnesota,

In Justice Court,

County of Cannon

ss.

Before

J. D. Krause, Esq.
Justice of the PeacePhilip Rudis

Plaintiff,

William Rolfe

Defendant.

State of Minnesota,

County of Pine

ss.

William Rolfe

the defendant in this action, being duly sworn, says, that he appeals to the District Court, in and for said County, from the judgment rendered by said Justice of the Peace, in this cause, on the 24th day of January 1907, in favor of said plaintiff, Philip Rudis and against said William Rolfe, defendant.

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

Subscribed and sworn to before me, this

31st

day of

JanuaryA. D. 1907William Rolfe

x

J. D. Krause
Justice of the Peace.
My commission expires July 17, 1908.

IN JUSTICE COURT,

County of Carver

THE STATE OF MINNESOTA,

against

Philipp Radtke
Pff

- vs -

William Ralfs
Defendant

APPEAL AFFIDAVIT.

Filed this 27th day of

Feb 1889

Jacob H. Brown
Justice of the Peace.

CARVER COUNTY,

FILED

FEB 19 1907

H. O. Muehlberg Clerk.

(480)

State of Minnesota
County of Carver

In Justice Court
Before J. A. H. H. H.
Justice of the Peace

vs the Jury in the case of
Phillip Rudis Pkt

J. A. H. H. H. We the jury
in the above entitled find a verdict
for the Plaintiff Phillip Rudis in
the sum of \$25.00 Twenty five
Dollars & costs x R. E. Webb
Foreman

#9

Injustice cannot
endure Co.

Phillip Rudin
— & —
William Rolf

Verdict

Filed this 24th
day of Jan'y 1907
J. A. R. R. R.
J.P.

CARVER COUNTY,
FILED

FEB 19 1907

H. O. Muehlberg, Clerk.

(480)

John J. Fahey

Lawyer

Norwood, Minn., Dec. 19, 1906.

William Rolfe, Esq.,
Norwood, Minn.

Dear Sir:-

Philip Rudio has placed in my hands for collection a claim against you amounting to \$30. This claim is for four weeks labor in Dec. 1905 and one week's labor in March, 1906. Mr. Rudio has advised me to take immediate steps to collect this claim and I advise you to settle the matter at once. You may hand the above amount to me and I shall give you a receipt and the proper credit for the same. Kindly attend to this matter at once as it is very important that you should do so.

Yours truly,

John J. Fahey.

Exhibit B

Oct 05 Dept sent
Ticket, cost 66.⁹⁵ to Jeff
in Germany.

In Dec he came to Dept
house and stayed there from
11/27/05 to 12/25/05
Went with 500

Paid 10,
20,
10 for road work

In Feb 06 head one
Lindemann worked for
4 days and sent
Dept. money and
agreed to apply for
1000 in labor

CARVER COUNTY,

FILED

FEB 19 1907

H. O. McAllister

(480)

THIS RECEIPT MUST BE KEPT BY THE PURCHASER.

PURCHASER'S RECEIPT FOR STEERAGE PREPAID PASSAGE CONTRACT.

No. S. P. T. 72433

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE. REGULAR SERVICE. UNION LINE.

EMIL L. BOAS, GENERAL MANAGER PASSENGER DEPARTMENT.

NEW YORK AND CHICAGO.

Received from Mr. *Wm. J. Rolf.*

subject to conditions as printed on back of this receipt, and also to the rules and conditions of the carriers, over whose lines the passengers are forwarded, the sum of *Sixty* — *25*/₁₀₀ Dollars

for STEERAGE passage of 

Mr. *Philipp Ruder*, in all

From *Wingen Tals* to *Pologne Min.*

and \$ — cash to be paid passenger at

Agency at *Hamburg* Date, *Oct 3th 1905*

SERVICE.

Regular

A. J. Truvel Agent.

READ THE TERMS OF PASSAGE CONTRACT ON BACK.

The following terms are agreed to by the Purchaser of this Prepaid Passage and by the Passenger, as part of this Contract:

1. Each adult passenger is allowed fifteen cubic feet of baggage free of charge, in consideration of which, and of the reduced price stipulated in this contract, the passenger agrees not to hold the Company liable for any loss or damage thereto in any sum, except where the same shall have occurred from the negligence of the Company or its servants, in which case the liability of the Company shall be limited to \$25.00, which is hereby agreed to be the value of said baggage, unless a bill of lading or receipt be signed therefor, specifying the articles and their values. Money, jewelry and all other valuables are entirely at the passenger's risk, unless, upon written notice of the true character and value thereof when placed in the Company's charge, a bill of lading or receipt be signed therefor. It is also agreed that the passenger shall mark his baggage properly and provide it with his name and address.
2. The steamer may tow and assist vessels in all situations, put back or into any port, and deviate from the direct and customary course. If the steamer shall be prevented by any cause from sailing or proceeding in the ordinary course, the passenger may, at the shipowner's expense, be forwarded to point of destination by any other vessel. Neither the ship, the shipowner nor the agent is responsible for loss of or injury to the passenger arising from the act of God, public enemies, fire, perils of the sea or river, or restraints of princes, rulers and peoples. Neither the ship, the shipowner nor the agent is responsible beyond the amount of \$100.00 for loss of or injury to the passenger's person arising from steam, latent defects in the steamer, her machinery, gear or fittings, robbers, thieves, barratry, default or negligence of the shipowner's servants, whether on board the steamer or not, or from the negligence in navigation of any other vessel.
3. No suit shall be maintained against the Company for loss of, or injury to, baggage, unless written notice of the claim, with full particulars thereof, be delivered to the Company at its office within five days after steamer's landing at port of arrival; nor for any injury to the person, unless claim be made in like manner within thirty days after such landing.
4. The responsibility of this Company under this contract shall continue only while the passenger and his baggage are on board the Company's transatlantic steamer or its steam tenders. Booking on connecting routes is for the passenger's convenience only, and carriage thereon is subject to the conditions imposed by each connecting railway or other transportation company and to the laws of the country through which they pass.
5. In case of any emergency, the Hamburg-American Line has the right to refund part or the entire amount of this passage to the person or persons for whom this passage was paid; and in case of such refund, the purchaser or his representative waives all claims, legally or otherwise, against said Hamburg-American Line, for this part or entire amount so refunded.
If children are older than represented on the certificate, or should the passengers require more tickets than have been paid for, the passengers must pay for the additional tickets; if passengers have no money to pay the additional fare, the Hamburg-American Line has the right to pay them the fare and expenses for their voyage back to the point from which they started, this amount to be charged to the purchaser of the certificate.
6. This contract becomes void one year after date of issue and is valid only for the persons named over-leaf, and for the steamer on which room has been reserved in advance.
Passengers arriving at the port of embarkation without having reserved room in advance, do so at their own risk and responsibility. If passengers do not travel by the steamer on which room has been reserved and without notifying the Company to this effect in time (8 days), this passage contract becomes void and the amount paid for same is forfeited.
7. Passengers receive their meals free during ocean passage only. In case of sickness aboard the Company's steamer, passengers are entitled to medical attendance and medicines, furnished by the Company through the ship's surgeon, free of charge; but the Company does not assume any responsibility for consequences of medical or surgical treatment.
8. According to the Immigration Laws of the United States, all aliens, who are idiots, or insane, or paupers, or persons likely to become a public charge, or suffering from a loathsome or dangerous contagious disease, or have been convicted of a felony or other infamous crime or misdemeanor involving moral turpitude, or polygamists, or are coming under contract to perform labor in the United States, will be excluded from admission into the United States, and if returned, the purchaser of this prepaid passage contract agrees herewith to pay for the passage back and expenses.
9. The person issuing this prepaid passage contract is the agent of the Company solely for the sale thereof, and not authorized to receive any baggage or property, make any agreement as to its transportation or receive any compensation therefor. Money paid for railroad transportation is received only as the passenger's agent, and the Company shall not receive, or be deemed to receive, any passenger, baggage or property into its charge or become responsible therefor, until arrival at its own wharves.
10. This contract shall be construed, and the rights of the parties thereunder determined, according to the laws of the State of New York.

EMIL L. BOAS, General Manager Passenger Department.

State of Minnesota, } ss.
County of Crow

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

You are hereby commanded to summon Adolph Spitts
Peter Orth, Ed. Ramonius, by Lindert Sr.
Henry Heinen and Albert Fahl

to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the 24th day of June A. D. 1907, at 2 o'clock in the After noon of said day, at my office in the

in said County, to make a jury for the trial of a civil action between Phillip Dindow - vs - William Kalf Plaintiff, and Defendant; and have you then and there this writ.

Given under my hand, this 24th day of June A. D. 1907
Jacob D. Kauter Justice of the Peace.

State of Minnesota, } ss.
County of Crow

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

Adolph Spittler
Peter Tuth, Ed Bauermeister, Henry Lindorff,
Henry Hansen and Albert Frank

and that the following named persons could not be found:

Dated this 24th day of July A. D. 1907

FEES—Mileage 2 Miles, \$ 2.00
Summoning Jury, - 1.00
\$ 3.00

L. H. Davenport Constable.

IN JUSTICE'S COURT

County of *Carver*

Phillip Paulio Pitt

vs
John Paul Pitt

VENIRE

Filed this *24th* day of *Jan*

A. D. 190

James A. Brown

Justice of the Peace.

113200

CARVER COUNTY,
FILED

FEB 19 1907

H. O. Muehlberg Clerk

(480)

Adolf Spletcher

Peter Roth

~~Justus Lambert D~~

~~Frank Blank P.~~

~~C. P. Color P.~~

~~Mr. J. J. J. D.~~

Auster Berry D

Ed Ballmaster

~~Henry Fable P.~~

~~W. B. Fable P.~~

Henry Lindert Sr.

~~Christy D.~~

~~Alfred H. P.~~

~~Alfred H. P.~~

~~Frank H. P.~~

~~Geo. H. P.~~

Henry Heinen

Alfred Fable

~~Garrett Smith P.~~

~~Kenneth H. P.~~

In Justice Court
Carver County
Phillip Rudio
vs
Wm. Rulph

Jury List

Filed this 24th
day of January 1907
J. P. [Signature]
J. P.

CARVER COUNTY,
FILED

FEB 19 1907

H. O. Muehlberg

(480)

STATE OF MINNESOTA,

IN JUSTICE'S COURT,

County of Carver,

Before J.D. Krause, Esq., Justice of the Peace.

Philipp Rudio, Plaintiff. :

-vs-

: R E P L Y.

William Rolfe, Defendant. :

Comes now the plaintiff in the above entitled action and for reply to the answer and counterclaim of said defendant therein, denies said answer and counterclaim and each and every allegation of new matter therein contained and each and every part thereof, and avers the facts to be as alleged in the complaint herein and not otherwise.

Wherefore plaintiff again prays judgement as demanded in the complaint herein.

John J. Fahy
Plaintiff's Attorney,
Norwood, Minn.

STATE OF MINNESOTA,

IN JUSTICE'S COURT,

County of Carver,

Before J.D. Krause, Esq., Justice of the Peace.

Philipp Rudio, Plaintiff. :

-vs-

William Rolfe, Defendant.

Philip Rudio, being duly sworn, says that he is the plaintiff in the above and foregoing entitled action; That he has heard the foregoing reply and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein stated on information and belief and as to those matters he believes it to be true.

Subscribed and sworn to before me:

this 15th day of January, A.D. 1907:

John J. Fahy

In Justice Court
County of Carver

Phillip Rudis Plaintiff

vs

William Wolf Defendant

Reply to answer

Filed this 15th day
of Jan'y 1907

Geo. O. House
J. V.

CARVER COUNTY,
FILED

FEB 19 1907

H. O. Muehlberg, C. L.

(480)

STATE OF MINNESOTA
County of Carver

IN JUSTICE'S COURT
Before J. D. Krause, J. P.

Philip Radio

Plaintiff

vs

William Rolfe

Defendant

Comes now said defendant, and for his answer in the above entitled action he respectfully states and shows to the Court:

(1). That, except as hereinafter expressly admitted to be true, defendant denies each and every allegation of the complaint herein.

(2). Defendant admits and avers that from the 27th day of November 1905 to the 5th day of December 1905 plaintiff resided with defendant and received board, lodging and entertainment from defendant; that in return for such board, lodging and entertainment plaintiff helped defendant with his light work about the farm; that the work so done by plaintiff was worth not to exceed \$5.00, and was fully compensated and paid for by the board, lodging and entertainment which plaintiff received from defendant during the time aforesaid, and such was the agreement between plaintiff and defendant at the time plaintiff left defendant's home on the 25th day of December 1905. That the work so done by plaintiff for defendant is the identical work which is the subject of plaintiff's ^{first} cause of action.

(3). Further answering, defendant denies that plaintiff worked for him at any time in the month of March 1906, but avers that in the month of February 1906 plaintiff and one Lindemier worked for defendant for the period of four days at the agreed wage of \$1.25 per day; that plaintiff was indebted to defendant on account of ^{a certain} ~~the~~ transaction, hereinafter ^{more} particularly set forth, and it was agreed between plaintiff and said Lindemier and this defendant that the \$10.00 owing to plaintiff and said Lindemier by ^{defendant} ~~plaintiff~~ because of the work so done by, by said defendant, applied in payment, in part, of the said indebtedness owing by plaintiff to defendant; that such application was made by defendant in accordance with such agreement, and defendant is not indebted to plaintiff in any amount because of the labor so performed for him by plaintiff and said Lindemier; and, that the work so performed by said plaintiff and said Lindemier for defendant in the month of Feb-

ruary aforesaid is the identical work alleged in the complaint herein to have been performed by plaintiff for defendant in the month of March 1906.

(4). Counter Claim.

As and for a Counter Claim herein, defendant respectfully states and shows that in, to-wit, the month of October 1905 defendant purchased a ticket, entitling said plaintiff to transportation by rail and boat from Winden, Alsace, Germany, to Cologne, Carver County, Minnesota, for the sum of Sixty Six Dollars and Ninety Five Cents, and caused the same to be sent to plaintiff at his then place of residence in said village of Winden, Germany. That plaintiff accepted and made use of said ticket and by means thereof traveled from his said place of residence in Germany to Cologne in the County of Carver, Minnesota, and then went to the home of defendant in the Township of Benton in said County and State where he resided for about four weeks as hereinbefore stated. That in, to-wit, the month of December, while said plaintiff was an inmate of defendant's home as hereinbefore stated, he, said plaintiff, in consideration of the premises, promised this defendant that he would pay to said defendant said sum of \$66.95 so paid by the latter for the benefit of plaintiff as aforesaid, and he has actually paid, in pursuance of said promise, to this defendant at divers times \$30 in cash and, in addition thereto, \$10 by work done by himself and said Lindemier for defendant in the month of February 1906 as set forth in paragraph 3 hereof. That there is now due and owing to this defendant from said plaintiff on account of the premises the sum of \$26.95.

Wherefore defendant asks judgment that plaintiff take nothing by this action, and that he have judgment for \$26.95 together with his costs and disbursements herein.

Odell & Odell
Attorneys for Defendant.
Chaska, Minn.

State of Minnesota,

County of

Carver

ss.

W. E. O'Connell being first duly sworn upon oath says that he is one of the attorneys for the defendant in the foregoing within entitled action; that he has heard read the foregoing answer that the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to such matters he believes it to be true to the best of his knowledge, information and belief, and that the reason why this verification is not made by the defendant herein is that said defendant is absent from this County wherein resides this affiant, his attorney.

Subscribed and sworn to before me this

16th

day of

January 1907,

{ NOTARIAL
SEAL }

W. E. O'Connell
Jacob P. O'Connell
Notary Public, Justice of Peace, County, Minnesota.

State of Minnesota,

County of

ss.

Court,

against

Plaintiff.

SUMMONS.

Defendant.

The State of Minnesota to the above named Defendant:

You are hereby summoned and required to answer the Complaint of the Plaintiff in the above entitled action, which complaint is hereto annexed and herewith served upon you, 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*

In Justice's Court.

Philip Rindis Plaintiff,

vs.

William Rolfe Defendant.

Answer

Due and personal service of the within

admitted

this *16th* day of *January* 1907

Attorney for

Filed this 16th day
of January 1907
Jacob P. Brown
Justice of the Peace

Doree Seace

Attorney for *Def'ty*

Charles Meier

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(480)

being first duly sworn upon oath deposes and says

in said County and State, on the

19th day of

he served the within

herein named, personally, by

at the house of the usual abode of said

with a person of

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

is to affiant well known to be the same

State of Minnesota,

County of

CARVER COUNTY,

FILED

FEB 10 1907

H. O. Muehlberg Clerk

STATE OF MINNESOTA,

IN JUSTICE'S COURT,

County of Carver,

Before J.D.Krause, Esq., Justice of the Peace.

Philipp Rudio,

Plaintiff. :

-vs-

William Rolfe,

Defendant. :

: C O M P L A I N T .

The plaintiff in the above entitled action complaining of the defendant therein alleges:

For a first cause of action:

1. That between the first day of December, 1905 and the 31st day of December, 1905, said plaintiff at the instance and request of the defendant did and performed work and labor for the defendant on the farm of the defendant in the Town of Benton, Carver County, Minnesota, which work and labor was reasonably worth and of the value of \$20; that payment thereof has been duly demanded of defendant more than thirty days prior to the commencement of this action, but no part thereof has ever been paid; that there is now due and owing plaintiff therefor from said defendant the sum of \$20 and interest thereon at the rate of 6 percent per annum from and since the 31st day of December, 1905.

For a second cause of action:

1. That between the first day of March, 1906 and the 31st day of March, 1906, said plaintiff at the special instance and request of the defendant did and performed work and labor for the defendant on the farm of the defendant in the Town of Benton, Carver County, Minnesota, which work and labor was reasonably worth and of the value of \$10; that payment thereof was duly demanded more than thirty days prior to the commencement of this action, but no part thereof has ever been paid; that there is now due and owing plaintiff therefor from said defendant the sum of \$10 and interest thereon at the rate of 6 percent per annum from and since the 31st day of March, 1906.

W H E R E F O R E plaintiff demands judgement against defendant (1) for the sum of \$20 and interest thereon as aforesaid; (2) for the sum of \$10 and interest thereon as aforesaid; besides the costs and disbursements of this action.

Plaintiff's Attorney,

Norwood, Minn.

#2

(480)

State of Minnesota,
County of Carver,

Philip Rudio, Plaintiff.

-vs-

William Rolfe, Defendant.

In Justice's Court,
Before C. Teubert, Esq., Justice of the Peace.
J. D. Krause,

State of Minnesota,
County of Carver. ss.

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

Subscribed and sworn to before me
this 21st day of December, A.D. 1908.

John J. Fahy

Philip Rudio

3064

No. 14.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

Henry R. Diersner
Plaintiff

vs.

Ferdinand Gatz
Defendant

R. H. Mc Clelland
Plaintiff's Atty.

Odell & Odell
Defendant's Atty.

Date of Entry Feb 23rd 1907

Register of Actions 2. Page 481.

Term Tried 190

Judgment for

Amount of Judgment, \$

Date of Judgment 190

Judgment Book Page

Default Judgment Book Page

Date of Docketing 190

State Of Minnesota)

County Of Carver)

Henry R. Diessner,

Plaintiff,

-vs-

Ferdinand Gatz,

Defendant.

For trial By The Court.

Last Pleading served February 16th, 1907.

In District Court

Eighth Judicial District.

Note Of Issue

R. A. McClelland

Attorney for Plaintiff,

Odell & Odell

Attorneys for Defendant.

The Clerk will please file this "note of issue" and enter the cause on the Calendar for the next general term of the Court to be held March 4th, 1907.

R. A. McClelland

Attorney for Plaintiff,

Glencoe, Minnesota.

14.
Henry R. Dierker
vs -
Ferdinand Latz

Note of Issue.

CARVER COUNTY,
FILED

FEB 23 1907

H. O. Muehlberg
(48)

3065

No. 13.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

Ferdinand Gatz Plaintiff

vs.
Henry R. Giesner Defendant

Odell + Odell Plaintiff's Atty.

R. H. Mc Clelland Defendant's Atty.

Date of Entry *Feb. 25th* 1907

Register of Actions *D* Page *482*

Term Tried *May 2nd* 1907

Judgment for *Plaintiff*

Amount of Judgment *\$82.11*

Date of Judgment *December 21st* 1908

Judgment Book *D* Page *275-7*

Default Judgment Book Page

Date of Docketing *Dec. 21st* 1908

H. O. Muehlberg, Clerk

Form 184 (April, 1906).

1908

ADAMS EXPRESS COMPANY.

M

To Adams Express Company, Dr.

For transportation of

from

\$

Charges advanced

\$

Received Payment for the Company,

(21)	<div style="font-size: 2em; font-family: cursive;">M. H. Muelberg</div>	<div style="font-size: 1.5em; font-family: cursive;">11/27</div>	<div style="font-size: 1.5em; font-family: cursive;">1907</div>									
To UNITED STATES EXPRESS COMPANY, Dr.												
For Transportation of <div style="font-size: 1.5em; font-family: cursive;">1 Pa</div>	Weight <div style="font-size: 1.5em; font-family: cursive;">2</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Our Charges</td> <td style="width: 50%; text-align: right;"><div style="font-size: 1.5em; font-family: cursive;">40</div></td> </tr> <tr> <td>Advance Charges</td> <td></td> </tr> <tr> <td>Amount of C. O. D.</td> <td></td> </tr> <tr> <td>Total, \$</td> <td></td> </tr> </table>			Our Charges	<div style="font-size: 1.5em; font-family: cursive;">40</div>	Advance Charges		Amount of C. O. D.		Total, \$	
Our Charges	<div style="font-size: 1.5em; font-family: cursive;">40</div>											
Advance Charges												
Amount of C. O. D.												
Total, \$												
From <div style="font-size: 1.5em; font-family: cursive;">Shipyards</div>	State of _____											
Shipped by _____	No. _____ Maker _____											
Date of Way-Bill _____												
Received Payment for the Company												
<div style="font-size: 1.5em; font-family: cursive;">L. Hallman</div>												

No. 3043.

13.

DISTRICT COURT,

Eighth Judicial District,
County of Cass

Ferdinand Gatz
Plff.
Henry R. Dierker
Def.

NOTE OF ISSUE

Issue of Law
LAST PLEADING SERVED

January 18, 1907

Ozell & Ozell
Attorneys for Plaintiff

R. H. McCall
Attorney for Defendant

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

Yours respectfully,

Ozell & Ozell
Attorneys for Plff.

Filed February 25th, 1907

(482)

WILLER-DAVIS PRINTING CO., MINNEAPOLIS

State of Minnesota,

} ss.

County of Cannon

I hereby certify and return, that on the
16th day of November 1906, at the Town of Wadena
in the County of Cannon in said State, I served the within Summons
and Complaint upon the within named defendant, Henry R. Dierksen
personally by then and there handing to and leaving with him a true
copy of said Decree.

Dated this 20th day of November 1906.Sheriff's Fees, Return, \$ 1.00Mileage 24 mi. \$ 2.40\$ 3.40Sheriff G. R. Gatz County, Minn.By John Holten Deputy.

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

DISTRICT COURT, No. 2452
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO *Franz Lunge, John Schenble, Alois Zmes*
Adolph Smith

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 *St. Joseph Hall, Waconia Village*
~~in the Court House in Chaska~~, in and for the County of Carver, on the *2nd*

day of *May* A. D. *1897*, 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

Ferdinand Gatz plaintiff....., and
Henry R. Dickner defendant.....on

the part of the *Defendant* 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 *1st* day of *May* A. D. *1897*

Seal

H. O. Muehlberg Clerk.

Attorney.

STATE OF MINNESOTA, } ss.
CARVER COUNTY.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpoena on the within named
Frank Lemke, John Schube, Alois Just by reading said Subpoena to him in his
Adolph Smith presence, in County and State aforesaid, on this *1st* day of *May* *1907*
~~189~~

Fees *\$ 1.40*

By

Michael Zahler

Sheriff of Carver County.

Constable

Deputy Sheriff.

No.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,
COUNTY OF CARVER.

Ferdinand Latz

AGAINST

Henry R. Dissmer

SUBPENA.

Issued *May 1st* 1897

H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED

May 2nd 1897

H. O. Muehlberg
Clerk.

On part of *Defendant*

Hopkins 23-46-276318 376 2nd

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

STATE OF MINNESOTA, }
COUNTY OF CARVER. }

DISTRICT COURT, No. 2451
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO Euseb. Hennig

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 at Joseph's Hall, in Waconia,
~~in the Court House in Chaska,~~ in and for the County of Carver, on the 2nd
day of May A. D. 1897, at 11 o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between

Ferdinand Gatz plaintiff, and
Henry R. Dissner defendant, on

the part of the Defendant 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 1st day of May A. D. 1897

Seal

H. O. Muehlberg Clerk.

H. J. Beck

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
Gust Hanning by reading said Subpœna to him in his
presence, in County and State aforesaid, on this 1st day of May 1907

G. A. Galt
Sheriff of Carver County.

Fees 530

By _____ Deputy Sheriff.

No.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,
COUNTY OF CARVER.

Ferd. Latz

AGAINST

Henry R. Diermer

SUBPENA.

Issued *May 1st* *1907*
H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED
May 2nd *1907*
H. O. Muehlberg Clerk.

On part of *Dyer*

STATE OF MINNESOTA, }
COUNTY OF CARVER, }

DISTRICT COURT, No. 2446
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO Charles Siltz, Frank Scharitzke, A. T. Schatz, Gustav Siltz, Ferdinand Stenklagen, Albal Benand

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. 1907, at 11 o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between

Ferdinand Gatz

plaintiff....., and

H. R. Diessner

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. F. W. MORRISON, Judge of said Court, at Chaska,

this 15th day of April A. D. 1907

Seal

H. O. Muehlberg

Clerk.

Odell & Odell

Attorney.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

Fees \$750 By _____ Sheriff of Carver County.
Deputy Sheriff.

No.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,
COUNTY OF CARVER.

Ferd. Latz

AGAINST

H. R. Dissen

SUBPENA.

Issued *Apr. 15th 1907*
H. O. Muehlberg
Clerk District Court.

RETURNED AND FILED
April 17th 1907
H. O. Muehlberg
Clerk.

On part of

STATE OF MINNESOTA, }
COUNTY OF CARVER. }

DISTRICT COURT, No. 2447
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO *Kerry Stahlke, Herman Schwartz, Ernest Heldt*

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. *1907*, at *11* o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between

Dominand Gatz plaintiff....., and
H. R. Diessner defendant..... on

the part of the *Plff* 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*, Judge of said Court, at Chaska,
this *15th* day of *April* A. D. *1907*.

Seal

H. O. Muehlberg Clerk.

Odell & Odell Attorney.

No.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,
COUNTY OF CARVER.

Ferd. Latz

AGAINST

H. R. Diesener

SUBPENA.

Issued

April 15th 1907

H. O. Muehlberg

Clerk District Court.

RETURNED AND FILED

April 17th 1907

H. O. Muehlberg

Clerk.

On part of

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

DISTRICT COURT, No. 2450
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO

John Wickel, Theodore Broberg

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 *at Joseph's Hall, in Wacouia*
in the Court House in Chaska, in and for the County of Carver, on the *2nd*
day of *May* A. D. *1907*, 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

Ferdinand Gatz

plaintiff....., and

Henry R. Drescher

defendant.....on

the part of the *Plaintiff* 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 *1st* day of *May* A. D. *1907*

Seal.

W. C. Odell

Attorney.

H. O. Muehlberg

Clerk.

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
J. W. Wickel and Thos Broberg by reading said Subpœna to him in his
presence, in County and State aforesaid, on this *22* day of *May* 19*07*

G. A. Gatz
Sheriff of Carver County.

Fees *1.40* By _____ Deputy Sheriff.

No. *912*

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,
COUNTY OF CARVER.

Ferdinand Gatz

AGAINST

Henry R. Duesner

SUBPENA.

Issued *May 1st* *1897*

H. O. Muehlberg

Clerk District Court.

RETURNED AND FILED

May 2nd *1897*

H. O. Muehlberg

Clerk.

On part of

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

Ferdinand Gatz

Plaintiff

vs

Henry R. Diessner

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 Chaska in the County of Carver and State of Minnesota within twenty days after 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 costs and disbursements herein.

Odell R. Odell

Attorney for Plaintiff.

Chaska, Minn.

STATE OF MINNESOTA
County of Carver

DISTRICT COURT
Eighth Judicial District

Ferdinand Gatz

Plaintiff

vs

Henry R. Diessner

Defendant

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

(1). That said plaintiff is and for many years past has been a citizen and taxpayer residing in the Township of Waconia in said County and State, and is and for more than ten years last past has been the owner in fee and in possession of a farm consisting of Government Lots No. 5, 6 and 7 of Section No. 14 of Township No. 113 north, Range No. 25 west, situate, lying and being in said County and State.

(2). That said defendant is the owner and in possession of a tract of land comprising Government Lots No. 2, 3 and 4 of Section, Township and Range aforesaid also situate, lying and being in said County and State and which adjoins the farm of which plaintiff is so the owner on the north line thereof.

(3). That lying in part in the Township of Waconia and in part in the Township of Laketown in said County and State is a lake known as Clearwater Lake which is a large natural body of open water more than two and one half miles in width from north to south and nearly or quite three miles in length from east to west, and nearly or quite eighty feet in depth throughout the greater portion thereof which is and from time immemorial has been the natural reservoir and basin of a large surrounding watershed and fed not only by ~~xxxxxx~~ surface waters but by divers and numerous springs, inlets and creeks; that said Lake is and always has been navigable and well stocked with fish and much resorted to for the purposes of pleasure boating and fishing and is and for many years past has been a widely known and attractive resort during the summer seasons of each year for large numbers of people in search of health and recreation; that said Lake is a meandered lake according to the government survey thereof and the depth of water therein

varies but little from year to year.

(4). That lying in a southwesterly direction from the main body of said Clearwater Lake and at a distance of a little more than one half a mile from the shore thereof, and situated largely in said Section No. 14 is a small lake comprising in the neighborhood of two hundred and fifty acres and known as Burans Lake which is also a meandered lake according to the government survey thereof, and the natural outlet from said Clearwater Lake is across said Government Lots 4, 5 and 7 to, into and through said Burans Lake and thence southerly through said County of Carver to the Minnesota River.

(5). That plaintiff's said farm lies between said lakes and has a shore frontage upon each of them, and extending along and adjacent to the natural outlet of said Clearwater Lake plaintiff has valuable meadow and pasture land comprising upwards of fifty acres upon which plaintiff cuts and obtains annually a large and valuable crop of hay and pastures a large number of head of cattle, and said meadow land is of great value and utility to plaintiff in the conduct and operation of his said farm. And the outlet of said Clearwater Lake drains and carries off the surface waters coming upon plaintiff's said meadow lands leaving the same suitable for the purposes aforesaid.

(6). That said Clearwater Lake owing to the depth and purity of the waters thereof and the facilities afforded thereby for pleasure boating, fishing and bathing, and the character of its shores, is now a much sought and attractive resort for those seeking summer homes for rest and recreation and because thereof farms bordering upon said lake have a value which they would not have otherwise and are much more valuable than they otherwise would be, and are constantly increasing in value from year to year and will continue to increase in value so long as the waters of said lake are permitted to remain at a natural stage and depth and plaintiff's said farm will, in consequence thereof, become more valuable from year to year.

(7). And plaintiff further states and shows to the court that during the month of October and the early part of the present month of November said defendant wrongfully and unlawfully dug and excavated or caused to be dug and excavated said natural outlet of said Clearwater Lake where the same passes through the premises so occupied by him, said defendant, and down to the line of plaintiff's said premises, and widened and lowered the bed and bottom thereof by removing the earth

therefrom along the whole course of said outlet from said Lake to the line of plaintiff's said farm and so widened the channel of said natural outlet along said course to an average of three times the former and natural width thereof, and so lowered the bed and bottom of said channel to an average of four to six feet deeper than the same existed naturally prior thereto, and dug and excavated a ditch from the shore of said Lake upon his said premises to and communicating with said natural outlet at a point just north of the north line of plaintiff's said farm which said ditch is of the average width of ten feet and from six to eight feet in depth; that said defendant so widened and deepened said natural outlet of said Lake and so dug and constructed said ditch for the purpose and with the intent to partly drain off and permanently lower the waters of said Clearwater Lake to a point far below that at which such waters naturally and ordinarily stand and far below the natural and usual stage of water in said Lake in order thereby to increase the acreage of his farm bordering upon said Lake, and if said defendant is permitted to maintain said outlet in its enlarged capacity and said artificial outlet so constructed by him it will result in draining off and permanently lowering the waters of said Clearwater Lake from six to eight feet below the natural and normal height of said waters and the shores of said Lake where the same are now sandy, hard and free from growths of reeds and reeds soft, muddy and covered with growths of reeds and noxious weeds and will greatly and permanently injure said Lake as a resort for pleasure boating, fishing and bathing and will injure and destroy the same as a resort for those seeking summer homes for rest and recreation, and will greatly lessen the value of the lands bordering upon the shores of said Lake and especially plaintiff's said farm, and in consequence thereof the waters of said Lake will be carried down to and discharged upon plaintiff's said farm in such great and destructive volume as to overflow and inundate the meadow and pasture land upon plaintiff's said farm and permanently destroy the same for any beneficial use whatever to the damage of plaintiff in, to-wit, the sum of one thousand dollars, and said plaintiff will otherwise suffer great and irreparable loss and damage.

(3). That said defendant threatens to and is about to wrongfully and unlawfully ~~draw~~ connect his said artificial outlet and said natural outlet as so enlarged by him as aforesaid with said Lake and thereby to wrongfully and unlawfully draw off and lower the waters of said Lake below the natural and ordinary stage of the waters in said Lake and convey the same to the lands of plaintiff

and others along the course of said outlet in great and destructive quantities and with great and destructive force and volume to the great and irreparable injury and damage of plaintiff and many other landowners in the vicinity of said Lake, and will do so unless restrained from so doing by this honorable court, and said defendant will maintain said natural outlet in its deepened and enlarged capacity and said artificial outlet and will thereby wrongfully and unlawfully drain said Clearwater Lake below the normal and natural level thereof and throw such surplus waters through and upon plaintiff's said farm and plaintiff will in consequence thereof suffer great and irreparable injury and damage for which he will have no adequate remedy at law.

Wherefore plaintiff prays the judgment and decree of this honorable court:

a. Perpetually enjoining and restraining said defendant, his agents, servants and employees and each of them from in any way or manner draining or lowering the waters of said Clearwater Lake below the usual and ordinary stage of water in said Lake and from constructing or maintaining any artificial ditch or outlet to said Lake whereby the waters of said Lake will be lowered below the natural and ordinary stage thereof and from enlarging and deepening the natural outlet of said Lake so that said outlet will carry off a greater quantity or volume of the waters of said Lake than the same would carry off in the natural condition of said outlet and from in any way or manner lowering or interfering with the natural level of the waters in said Lake.

b. Commanding and requiring said defendant by the Mandatory Injunction of this Court to fill up and restore the natural outlet of said Clearwater Lake to the same condition, size, width, capacity and depth as it existed naturally and prior to the wrongful acts of said defendant in enlarging and deepening the same as hereinbefore stated and so as to prevent the flowage through said outlet of any water from said Lake which would not naturally flow through the same.

c. Perpetually enjoining and restraining said defendant, his agents, servants and employees, and each of them, from in any manner, whether by means of an artificial outlet from said Lake or by the enlargement and deepening of the natural outlet thereof, conveying to and casting upon plaintiff's said premises the waters of said Lake in any greater volume or with any greater force than such waters would naturally flow to said premises.

d. That plaintiff have and recover from said plaintiff his damages aforesaid in the sum of one thousand dollars together with the costs and disbursements of

this action.

e. For such other and further relief in the premises as to the court may seem just and equitable.

And that said defendant, his agents, servants and employees, and each of them, be enjoined and restrained during the pendency of this action from the commission of any and all of the acts aforesaid as to which a permanent injunction is hereinbefore prayed for.

Odece & Odece

Attorneys for Plaintiff,
Chaska, Minn.

ORIGINAL.

State of Minnesota,

County of

Carver

District

Court.

Ferdinand Gatz

Plaintiff,

vs.

Henry R. Diesner

Defendant.

Summons & Complaint

Due and personal service of the within

admitted

this day of 19

CARVER COUNTY,
FILED

Attorney for

MAY 2 1907

H. O. Muehlberg

Osceola & Osceola

Attorney for

Charles M. Muehlberg

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(482)

State of Minnesota,

County of

being first duly sworn upon oath deposes and says

in said County and State, on the

19, he served the within

that at the

day of

upon

the

leaving with said

therein named, personally, by

at the house of the usual abode of said

with

a person of

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

as the within named

State of Minnesota)	In District Court
County of Carver,)	Eighth Judicial District.
Ferdinand Gatz,)	
	Plaintiff,)	
-vs-		A N S W E R.
Henry R. Diessner,)	
	Defendant,)	

Now comes the defendant in the above entitled action and for answer to the complaint of the plaintiff therein:

1. Admits that said plaintiff now is, and for many years last past has been a citizen and taxpayer residing in the township of Waconia in said county and state, and is and for more than ten years last past has been the owner ⁱⁿ fee and in possession of a farm consisting of Government Lots No. 5 and 6 and a part of Lot 7, of section No 14 of Township No 116 north, Range No. 25 West, situate lying and being in said county and state.
2. Admits all the allegations of said complaint contained and set forth in paragraphs two (2) three (3) four (4) thereof, and also all the allegations contained and set forth in paragraph six (6) of said complaint, from the beginning of said paragraph down to and including the word "depth" in the line next to the last line of said paragraph.
3. Defendant further admits and alleges, that plaintiff's said farm lies between said Clear Water Lake and said Burans Lake, and that extending along and adjacent to the natural outlet of said Clear Water Lake ^{plaintiff} has some meadow and pasture land not exceeding twenty acres upon which plaintiff cuts and obtains annually a small crop of hay, of inferior quality, and of little value, and pastures a few head of cattle, and further, that the outlet of said Clear Water Lake when kept and maintained clear of obstructions and rubbish partially drains and carries off a portion of the surface waters coming upon the plaintiff's said lands.
4. Further answering the complaint of the plaintiff herein, de-

defendant alleges: that there are now, and from time immemorial there have been, two natural outlets to said Clear Water Lake, extending from the South shore thereof, one of which, referred to in paragraph four (4) of said complaint, extends from the edge of said lake at the Western boundary of defendant's said lot two (2) in a Southeasterly direction to a point on defendant's said lot four (4) where the same is joined by the other of said outlets which commences at the edge of said lake at the ^{East} eastern boundary of defendant's said lot four (4), and extends in a Westerly direction to the junction of said outlets as aforesaid, and from thence the united waters of said outlets flow in a southerly direction down over the said lands of defendant and over the said lands of plaintiff to said Buran's Lake.

5. That the said lands of defendant lying adjacent to, and through which said outlets extend, comprising about twenty five acres, are meadow and grass lands, and prior to the farming season of 190¹⁴~~0~~, produced annually, a heavy growth of grass of superior quality, and from which said lands said defendant, harvested and secured, annually prior to the said season of 190¹⁴~~0~~, a very large and valuable crop of hay; that prior to the acts of defendant hereinafter alleged and set forth, said natural outlets hereinabove described had in various places become obstructed with rubbish of various kinds, including dead grass and weeds, sticks, brush and cavings of earth from the sides of said outlets, by reason of which said obstructions the waters entering said outlets, and which but for said obstructions would have flowed down through said outlets, and off and from plaintiff's said lands, backed up and spread over plaintiff's said lands and formed numerous channels, and over-flowed the greater portion of plaintiff's said twentyfive acres of meadow and grass lands, and wholly destroyed the crop of grass standing and growing thereon; that by reason of the facts last aforesaid, and to protect and preserve

defendant

~~plaintiff~~ said lands and the crops to be grown and harvested thereon from loss and waste, defendant, in the month of September 1906, caused the said natural outlets of said Clear Water Lake to be freed and cleared, and the obstructions therein as aforescribed to be removed therefrom.

6. Defendant further alleges: that the acts of said defendant hereinabove last set forth are the same acts complained of by the plaintiff herein.

7. Defendant specifically denies that the waters of said Clear Water Lake have been, or that they will be lowered, to any extent whatever by reason of any act or acts of said defendant, neither as alleged in the complaint herein or otherwise.

8. Defendant specifically denies that said plaintiff's lands, or any part or portion thereof, fronts on said Clear Water Lake, neither as alleged in plaintiff's complaint or otherwise.

9. Specifically denies that defendant has widened said natural outlets, or either of them, to any extent whatever, and denies that defendant has lowered the bed or bottom of said natural outlets or either of them, to any extent or in any manner whatever, and denies that defendant has threatened to or intends to widen said outlets or either of them, or to lower the beds of said outlets or either of them.

10. Except as hereinabove expressly admitted or specifically denied defendant denies each and every allegation matter and thing in said complaint contained and set forth and each and every part and portion thereof.

Wherefore, defendant demands judgment, that said action be dismissed and for his costs and disbursements herein.

R. M. Sullivan
Attorney for Defendant.

STATE OF MINNESOTA, }
COUNTY OF Cannon } ss.

Henry R. Dissen being first duly

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

Henry R. Dissen

Subscribed and sworn to before me this 28th day of November A. D. 1906

NOTARIAL
SEAL

J. H. Effert

Notary Public, Cannon County, Minnesota.

STATE OF MINNESOTA, }
County of Cannon } ss.

My Commission Expires July 1st 1913
Henry R. Dissen being first duly sworn

says: That he is the attorney for the in the within entitled action; that he has read the foregoing Answer and that the same is true to the best of his knowledge, information and belief; ~~that the reason why this affidavit of verification is not made by said~~ in person is that

is absent from the County of McLeod, wherein resides this affiant

said attorney.

Subscribed and sworn to before me this day of A. D. 190

NOTARIAL
SEAL

Notary Public, McLeod County, Minnesota.

No.

State of Minnesota,

County of Carver

IN DISTRICT COURT.

Eight Judicial District.

Ferdinand Gatz
Plaintiff.

vs.

Harry R. Deunz
Defendant.

Answer

Original

Due and personal service of the within

by copy, is hereby admitted this

day of 190

Odell & Odell

Attorney for Plaintiff

R. H. McLELLAND,
Attorney for Defendant
GLENCOE, MINN.

CARVER COUNTY,
FILED

MAY 2 1907

H.O. Muehlberg Clerk

(482)

STATE OF MINNESOTA
County of Carver

DISTRICT COURT
Eighth Judicial District

-----::-----
Ferdinand Gatz

Plaintiff

vs

Henry R. Diessner

Defendant
-----::-----

Comes now said plaintiff, 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 defendant herein.

Wherefore plaintiff asks judgment as in and by his complaint herein.

Osell & Osell
Attorneys for Plaintiff.
Chaska, Minn.

State of Minnesota,
County of Carver } ss.

Ferdinand Gatz being first duly sworn
upon oath says that he is the plaintiff in the
foregoing within entitled action; that he has heard read the foregoing reply
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
herein is that said is absent from
this County wherein resides this affiant, his attorney.

Subscribed and sworn to before me this January day of 1907

{ NOTARIAL }
SEAL

Notary Public Carver County, Minnesota.

State of Minnesota,
County of _____ } ss. _____ Court,

against

Plaintiff.

SUMMONS.

Defendant.

The State of Minnesota to the above named Defendant:

You are hereby summoned and required to answer
the Complaint of the Plaintiff in the above entitled action, which complaint is hereto annexed and here-
with 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.

Ferdinand Satz Plaintiff,
vs.

Henry R. Dissner Defendant.

Reply

Due and personal service of the within
admitted
this _____ day of _____ 19____

CARVER COUNTY,
FILED

MAY 2 1907
J.F.O. Marshall

Odell P. Poffe
Attorney for

Charles M. M...

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(482)

State of Minnesota,)
County of Carver,) ss.

District Court,
Eighth Judicial District,

Ferdinand Gatz, ----- Plaintiff,

vs.

Henry R. Diessner, ----- Defendant,

This action was duly tried before the court, without a jury, at Waconia in said County and State on the 2nd day of May 1907. By consent of the parties the action was tried at Waconia instead of at the county seat of said county, and before the undersigned judge of the Ninth Judicial District ~~sitting~~ sitting in place of the Judge of the Eighth Judicial District. Messrs. Odell & Odell appeared as attorneys for the plaintiff and H. J. Peck Esq. appeared as attorney for the defendant. By request and consent of both parties the court also viewed the premises in question. Thereafter the action was duly submitted to the court for decision upon the pleadings and evidence and the written arguments of counsel.

Now, after due consideration of the pleadings, evidence and arguments presented the court finds the following facts.

1. That the plaintiff, Ferdinand Gatz, is and for more than ten years last past has been the owner in fee and in possession of a farm consisting of Government lots 5, 6 and 7, in section 14, Township 116, Range 25, in the township of Waconia in said Carver County, Minnesota, and a citizen and taxpayer residing in said township.

2. That the defendant, Henry R. Diessner, is the owner and in possession of a certain other farm in said township consisting of Government lots 2, 3 and 4, in said section 14, township 116, range 25, aforesaid and has been the owner thereof since 1894. and that such farm of the defendant lies north of and adjoining the farm of the plaintiff. And said farm of the defendant borders upon Clearwater Lake hereinafter described.

3. That lying partly in the township of Waconia and partly in

the township of Laketown in said county and state is a meandered lake known as Clearwater Lake, which was meandered and its metes and bounds established by the government of the United States in the survey of public lands, and which is a large body of open water more than two and one half miles wide from north to south and nearly three miles long from east to west and nearly eighty feet deep throughout a considerable portion thereof. And is fed by springs numerous inlets and creeks and by surface water. That such lake is and always has been navigable, and well stocked with fish and much resorted to for boating and fishing and as a summer resort for a large number of people, and the depth of water therein has varied but little from year to year.

4. That lying in a Southwesterly direction from the main body of said Clearwater Lake, and at a distance of a little more than one half mile therefrom and situated largely in said section 14, is a small meandered lake known as Burans Lake. That the natural outlet of said Clearwater Lake is across the said lots 4, 5 and 7 in said section 14, southerly to and into said Burans Lake and thence into the Minnesota River.

5. That plaintiffs farm aforesaid lies between said two lakes and along and adjacent to the natural outlet of said Clearwater Lake. And plaintiff has valuable pasture and meadow land to the extent of 25 acres along and adjacent to said natural outlet, upon which he has pastured his cattle and cut hay.

6. That by reason of the extensive use of said Clearwater Lake as a summer resort and for boating and fishing, farms bordering thereon have a greater value than they would otherwise have, and will continue to increase in value so long as the water of said lake remains at its natural state and depth.

7. That the natural outlet of said Clearwater Lake commences upon defendants said land on the lake shore at or near the Easterly boundary of said lot 4, in said section 14, and runs thence in a Westerly and Southerly direction across defendants said land to the South line of said lot 4, where it enters upon plaintiffs said land,

and thence Southerly across plaintiffs said land to and into said Burans Lake. That the land through which said outlet runs is partly low and swampy and partly meadow and grass land.

8. That prior to the defendants ownership of his said farm and in the years 1888 to 1890, one Swanberg, then the owner of said farm now owned by the defendant, dug a ditch and artificial channel about four feet wide and three feet deep from the shore of Clearwater Lake at a point near the Westerly boundary of lot 2, in said section 14, and running in a Southeasterly direction to and into the natural outlet of said lake at a point in lot 4, in said section aforesaid, and connected said ditch with Clearwater Lake, thereby forming a second and artificial outlet to said lake and tending to lower the natural stage of water in said lake.

That such act of Swanberg was objected to by the residents of the vicinity and he was induced or compelled to dam and fill up said ditch near where it entered the lake, and said ditch remained closed thereafter until again opened by this defendant as hereinafter stated.

9. That in the months of September, October and November 1906, this defendant, with the assistance of certain other land-owners whose lands border Clearwater Lake, wrongfully and unlawfully dug out, excavated and enlarged the natural outlet of said Clearwater Lake hereinbefore described where the same passes through defendants said farm, from the lake shore through to the South line of defendants said premises, and widened and deepened said natural outlet by excavating the earth from the sides and bottom thereof, thereby increasing the depth of said natural outlet on an average about two feet and increasing the width thereof on an average about three feet beyond its former and natural condition.

That at the same time the defendant wrongfully and unlawfully dug and constructed a new ditch and channel in the place where the old ditch constructed by Swanberg had been formerly located, commencing at the Lake shore on defendants farm near or at the Western boundary of said lot 2, and running in a Southeasterly direction

to and into the natural outlet of said lake at a point in defendants said lot 4. That the ditch so constructed by the defendant is between 10 and 11 feet wide and about 4 feet deep, and such ditch enters Clearwater Lake and does and will, if permitted to remain, carry away large quantities of water from said lake.

10. That the purpose and intent of the defendant in digging such artificial channel and in enlarging said natural outlet to said lake was to lower the water in Clearwater Lake, for the purpose of reclaiming shore land thereon, and also to drain the meadow land owned by him along the course of said ditch and along said natural outlet.

11. That the digging of said artificial channel and the enlarging of said natural outlet has lowered the water in Clearwater Lake more than 15 inches, and will, if maintained, continue to lower the water therein below its natural level,

12. That the defendant intends and will, unless restrained by the court, maintain said artificial ditch and channel, and maintain said enlarged natural outlet to said lake upon his premises.

13. That by reason of the acts of the defendant aforesaid large quantities of water, which would not otherwise have come thereon, have been carried through said artificial channel and said enlarged natural outlet from said Clearwater Lake and thence upon and over the premises and land of this ~~as~~ plaintiff, and have at times since November 1906, flooded the pasture and hayland of this plaintiff hereinbefore described and located along the natural outlet to said lake, all to plaintiffs great injury and damage. That such damage and injury to plaintiffs land will continue from year to year so long as said artificial channel and such enlarged natural outlet are maintained upon the premises of the defendant. And such damages can not be measured at this time with any reasonable certainty. And such acts of the defendant are an irreparable loss and injury to this plaintiff.

14. That all other allegations of the pleadings herein are found not true.

As conclusions of law from the foregoing facts the court finds:-

First, That the plaintiff is entitled to and have the judgment and decree of this court granting him a mandatory injunction against the defendant, commanding the defendant to forthwith close and fill up the artificial ditch and channel to Clearwater Lake constructed by the defendant upon his premises as set forth in the second paragraph of finding of fact No. 9, hereof, and commanding the defendant to forthwith replace the earth excavated by him from the natural outlet of said Clearwater Lake, where such outlet crosses the premises of the defendant, hereinbefore described, so as to restore said outlet to its natural condition and to its former width and depth.

Second, That the defendant and all persons acting under him be restrained henceforth from in any manner, whether by artificial outlets or drains, or by enlarging the natural natural outlet thereof upon defendants premises, conveying or casting upon the lands and premises of this plaintiff hereinbefore described, the water from Clearwater Lake in any greater volume or quantity than such water would naturally flow upon said premises.

Third, That plaintiff recover the sum of one dollar as damages up to the time of bringing this action, and his costs and disbursements herein.

Let Judgment be entered accordingly.

Dated August 28 1907.

J. M. Olsen

Judge of District Court.

District Court
County of Carver.

Ferdinand Gatz
Plaintiff

. vs.

H. R. Seimor
Defendant.

Finding & Decision.

CARVER COUNTY,
FILED

AUG 29 1907

H. O. Muehlberg

(482)

State of Minnesota

County of Carver / District Court.

Ferdinand Gatz/ Plaintiff.

vs"

H.R.Diesner / Defendant.

Take notice that on the 15th day of January 1908, at ten o'clock in the forenoon of said day a motion will be made on the part of the above named defendant, setting aside the findings and decision of the court in said action and for a new trial thereof, upon the grounds, as follows:

- 1- For errors of law occurring on the trial and duly excepted to by the defendant.
- 2- On the ground that the findings and decision of the court is not justified by the evidence, and is contrary to law.

That said motion will be made upon the pleadings and files and the settled case, made and filed with the clerk of said court, in said county.
dated Jan. 9th. 1908.

W.C.Odell-/

Attorney for Plaintiff.

H. J. Peck
Attorney for Defendant.

State of Minnesota,)
County of Carver,) ss.

District Court,
Eighth Judicial District,

Ferdinand Gatz, ----- Plaintiff,

vs

H. R. Diesner, ----- Defendant.

This action was duly tried before the court at Waconia, Minn. on the 2nd day of May 1907, before the undersigned, Judge of the Ninth Judicial District, acting in place and stead of the Hon. P. W. Morrison, Judge of said Court. Thereafter the findings and decision of the court were duly made and filed.

The defendant now moves the court for a new trial of the action upon the pleadings and files and the settled case herein, upon the following grounds:-

1- For errors of law occurring on the trial and duly ~~ascertained~~ excepted to by the defendant.

2- On the ground that the findings and decision of the court is not justified by the evidence, and is contrary to law.

The motion for a new trial is submitted to the court for determination by stipulation of the parties and without argument.

No error has been referred to or pointed out in the notice of motion or otherwise under the first ground of the motion.

As to the ground that the findings and decision of the court is not justified by the evidence, and is contrary to law, the court, after due consideration thereof finds no sufficient cause for granting a new trial.

It is therefore Ordered, that the motion for a new trial of this action so made by the defendant, be and the same hereby is denied.

Dated January 13 1908

By the Court,

J. M. Olsen, Judge

Acting for and in the place
of the Judge of the Eighth
Judicial District.

CARVER COUNTY,
FILED
JAN 20 1908
H. O. Muehlberg, Clerk.
(482)

State of Minnesota

County of Carver / District Court.

Ferdinand Gatz / Plaintiff.

vs.

H.R. Diessner / Defendant.

Take notice that the above named defendant, H.R. Diessner, hereby appeals to the Supreme Court of the State of Minnesota, from all that certain order, made and filed by the acting Judge of said District, with the clerk thereof, on the 20th. day of January 1908, whereby said District Court, refused to set aside the findings and grant a new trial of said

on.

and Feb 4th. 1908.

To W.C. Oaell,

Atty. for Plaintiff/

Respondent.

H. J. Peck

Attorney for Defendant-
Appellant.

Dist. Court
Carver County

Frederica Gatz
or

H. R. Dresser

Notary Public.

On and after being
admitted this 8th
day of Feb. 1908

W. L. Adell
Atty. for P. & B.

On and after being
admitted this 8th
day of Feb. 1908

H. O. Muehlberg
Clerk of Dist. Court

CARVER COUNTY

FILED

FEB 5 1908

H. O. Muehlberg, Clerk.

(182)

State of Minnesota,

DISTRICT COURT,

COUNTY OF

Carver.

English.

Judicial District.

Ferdinand Gatz, P.D.

H. R. Dissenner, Dgt

Bond on Appeal.

Know all Men by these Presents, That we *H. R. Dissenner*
 principal and *Alois Gruet*
 and *Chas. C. Bachman* sureties,
 are held and firmly bound unto *Ferdinand Gatz*, the
 Plaintiff in the above entitled action

in the above entitled action, in the sum of *two hundred & fifty*
 Dollars, lawful money of the United States, to be paid unto the said *Ferdinand*
Gatz his

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

Sealed with our seals, and dated this

3rd

day of

February A. D. 1908

The Condition of this obligation is such, that whereas, the said *H. R. Dissenner*
 has appealed *appeal* to the Supreme Court
 of the State of Minnesota, from *all that certain order*

made by the Judge of the District
Court who tried said cause, which said
order was dated January 20/1908, refusing
to set aside the findings & charging a
new trial of said action

Now, Therefore, if the said appellant shall
 pay the costs of said appeal, free the
 damages, sustained by the respondent in con-
 sequence thereof, if said order or any part
 thereof shall be affirmed & the appeal
 dismissed and to abide & satisfy the
 the judgment or order which the
 appellate Court may give therein

then this obligation shall be void, otherwise of force.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Chas. A. Riel.
John Friedrich.

H. R. Dissenner. seal
Alois Gruet seal
Chas. C. Bachman. seal

STATE OF MINNESOTA, }
County of *Carver* } ss. Be it Known, That on this *3rd*
day of *February* A. D. *1908*, before me personally appeared *H. R. Piesner*
Alvis Gruet and *Chas. L. Bachman*
to me known to be the same persons described in and who executed the foregoing Bond, and, each for himself,
acknowledged the same to be his own free act and deed.

Chas. A. Reil

STATE OF MINNESOTA, }
County of *Carver* } ss. NOTARY PUBLIC, Carver County, Minn.
My Commission expires April 11, 1914.
Alvis Gruet and *Chas. L. Bachman*
the sureties named in and who executed the foregoing Bond, being first duly sworn, doth, each for himself, de-
pose and say, that he is a resident and freeholder of the State of Minnesota, and worth the amount of
Fine Hundred Dollars above his debts and liabilities,
and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this

day of *February* A. D. *1908*.

Chas. A. Reil

Alvis Gruet
Chas. L. Bachman

NOTARY PUBLIC, Carver County, Minn.
My Commission expires April 11, 1914.

Alvis Gruet

ROYAL LINEN BLANKS.

DISTRICT COURT

Judicial District.

County of _____

BOND ON APPEAL.

The within Bond, being in the sum and with the sureties by me directed, is hereby approved this 5th day of February

A. D. 1908

H. O. Muehlberg
Clerk Dist. Court.

CARVER COUNTY,
FILED

FEB 5 1908

Attorney

H. O. Muehlberg Clerk.

A. C. Bausman, Printer, 13 Washington Ave. North, Minneapolis.

(482)

STATE OF MINNESOTA,
SUPREME COURT.

MANDATE.

The State of Minnesota,

To the Hon. Judge and Officers of the District Court of the Eighth Judicial District,

sitting within and for the County of Carver Greeting:

Whereas, Lately in your court, in an action therein pending, wherein
Ferdinand Gatz was

Plaintiff, and

Henry R. Diessner was

Defendant

a certain order was entered therein Jan. 20, 1908,

from which order said Defendant

appealed to this Court,

And Whereas, The same was duly argued, heard and submitted at the General October
Term, A. D. 1908, of our Supreme Court. After mature deliberation thereupon had, our Supreme
Court did adjudge, determine, decree and ORDER "That the order of the
Court below, herein appealed from, be, and the same hereby is, in all things affirmed

and that the Respondent-Plaintiff above named have judgment accordingly."

A copy of the entry of Judgment thereupon in this Court is herewith transmitted, and made part of
this Remittitur.

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

Witness, The Hon. CHARLES M. START, Chief Justice of the
Supreme Court aforesaid, and the seal of said Court,

at St. Paul, this 1st

day of December A. D. 1908

C. A. P. Pigeon

Clerk of the Supreme Court.

By J. H. Jones, Deputy.

SUPREME COURT,
STATE OF MINNESOTA.

MANDATE
TO THE DISTRICT COURT OF
Carver County.

Ferdinand Gatz,
Respondent,

AGAINST

H. R. Diessner,
Appellant.

CARVER COUNTY,
FILED

DEC 7 1908

H.O. Muehlberg Clerk.

W.C. Bull

Attorney for *Respondent*

(482)

Names of Witnesses Continued.					
Herman Schwartz.	Waconia.	1 day.	24 M.	Apr. 16.	\$2.44
Ernest Heldt.	"	1 day.	24 M.	Apr. 16.	2.44
Charles Siltz.	"	2 days.	28 M.	Apr. 16 - May 2.	3.68
Frank Scheletzke	"	2 days.	28 M.	Apr. 16 - May 2.	3.68
Gustav Siltz	"	2 days.	28 M.	Apr. 16 - May 2.	3.68
Ferdinand Steinhagen	"	2 days.	28 M.	Apr. 16 - May 2.	3.68
Albert Burand	"	2 days.	28 M.	Apr. 16 - May 2.	3.68
					<u>\$23.28</u>

State of Minnesota, }
 County of Carver } ss. Eight Judicial District.
Ferdinand Gatz Plaintiff
vs.
Henry R. Siessner Defendant

AMOUNT OF JUDGMENT OR VERDICT.

Amount of Judgment or Verdict, \$ 1.00
 Interest on same from the 29th day of August 1907 \$.08

COSTS AND DISBURSEMENTS.

Statutory Costs, \$ 10.00
4 Affidavits, \$ 1.00
 Acknowledgments, \$
 Sheriff's Fees, \$ 13.30
 Jury Fees, \$
 Clerk's Fees (to be taxed), \$ 15.65
John C. Van Kester Surveyor, for preparing Plat Ex A,
 and Plat Ex B, \$ 6.00

WITNESS FEES, VIZ.:

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

NAMES.	RESIDENCE.	NO. DAYS ATTENDANCE.	DATES OF ATTENDANCE	NO. MILE TRAVELED.	
<u>John Wiell</u>	<u>Waconia</u>	<u>1</u>	<u>May 2</u>	<u>2</u>	\$ <u>1.12</u>
<u>Theo Broberg</u>	<u>Laketon</u>	<u>1</u>	<u>"</u>	<u>4</u>	\$ <u>1.24</u>
<u>A. J. Schug</u>	<u>Waconia</u>	<u>2</u>	<u>Apr 16. May 2</u>	<u>26</u>	\$ <u>3.56</u>
<u>J. C. Van Kester</u>	<u>Wakarusa</u>	<u>1</u>	<u>May 2</u>	<u>20</u>	\$ <u>2.20</u>
<u>Henry Statler</u>	<u>Waconia</u>	<u>2</u>	<u>Apr 16. May</u>	<u>28</u>	\$ <u>3.68</u>
<u>Brot forward from Ship</u>					\$ <u>23.28</u>

The above Bill of Costs and Disbursements taxed and allowed at \$ 81.43

Dated December 21st 1908 Total Amount \$ 82.11

H. O. Muehlberg
 Clerk

AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota, }
 County of Carver } ss. W. C. Muehl
 being duly sworn, says on oath, that he is the Attorney of the plaintiff in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said plaintiff in the above entitled action, and that the foregoing items of disbursements, and each item thereof, have been actually and necessarily paid or incurred therein, by and on behalf of said plaintiff; and that each of the above named witnesses was a material witness for the said plaintiff in said action, and was duly sworn, and testified on the trial of said action, on behalf of said plaintiff. That each of said witnesses actually and necessarily traveled the number of miles above set opposite his name, in going from his said place of residence to, and returning to said place of residence from, the place of trial of said action, and for the purpose of so testifying, actually and necessarily attended said Court the number of days and on the dates hereinbefore stated; and that the residence of each of said witnesses is at the place above stated.

Subscribed and sworn to before me this
18th day of December 1908
Thos. L. Gaven
 Notary Public, Carver County Minn.

W. C. Muehl

NOTICE OF TAXATION OF COSTS.

State of Minnesota,
County of Carver } ss.

DISTRICT COURT,
Eight Judicial District.

Ferdinand Gatz Plaintiff

Henry R. Seisner Defendant

Sir: Please Take Notice, That on the 21st day of December 1908
at 10 o'clock A. M., application will be made to H. O. Muehlberg Esq.,
Clerk of said Court, at his office in the Court House in the City
of Chaska in the County of Carver and State of Minnesota, to have the
within bill of costs and disbursements taxed and inserted in the judgment then and there to be entered
herein.

Dated Dec 18th 1908.

Yours respectfully,

W. C. Odell

Attorney for Plaintiff.

To J. I. Marion Esq.

Attorney for Defendant.

State of Minnesota
County of Carver ss.

I Seisner I served the foregoing Bill of Costs and Disbursements
and Notice of Taxation on the Attorney for Defendant, by mail, on Dec 18, 1908
Subscribed and sworn to before me
This 18th day of December 1908.

W. C. Odell

Chas. H. Craven

Notary Public

Carver Co. Minn.

District Court,

Eight

Judicial District.

County of

Carver

Ferdinand Gatz

Plaintiff

Henry R. Siesner

Defendant

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

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

day of 190 at

W. C. Dull

Attorney for *Plaintiff*

Filed this 19th day of Dec.

A. D. 1908

H. O. Muehlberg

Clerk.

No. 13

(482)

STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

Ferdinand Gatz,

Plaintiff,

-vs-

JUDGMENT AND DECREE.

Henry R. Diessner,

Defendant.

This cause being regularly on the calendar at the General March A. D. 1907 Term of said Court, by consent of parties in open court, the same was tried before the Honorable I. M. Olson, Judge of the Ninth Judicial District, acting in the place and stead of the Judge of said court, at the Village of Waconia, in said County, on the 2nd day of May 1907, without a jury:

And the court having made and duly filed its Findings of Fact and Decision, wherein it finds the following facts, viz:

1. That the plaintiff, Ferdinand Gatz, is and for more than ten years last past has been the owner in fee and in possession of a farm consisting of government lots 5, 6 and 7, in section 14, township 116, range 25, in the township of Waconia in said Carver county, Minnesota, and a citizen and taxpayer residing in said township.

2. That the defendant, Henry R. Diessner, is the owner and in possession of a certain other farm in said township consisting of government lots 1, 3 and 4, in said section 14, township 116, range 25, aforesaid and has been the owner thereof since 1894, and that such farm of the defendant lies north of and adjoining the farm of the plaintiff. And said farm of the defendant borders upon Clearwater Lake hereinafter described.

3. That lying partly in the township of Waconia and partly in the township of Laketown in said county and state is a meandered lake known as Clearwater Lake, which was meandered and its metes and bounds established by the government of the United States in the survey of public lands, and which is a large body of open water more than two and one-half miles wide from north to south and nearly three miles long from east to west and nearly eighty feet deep throughout a considerable portion thereof. And is fed by springs, numerous inlets and creeks and by surface water. That

such lake is and always has been navigable, and well stocked with fish and much resorted to for boating and fishing and as a summer resort for a large number of people, and the depth of water therein has varied but little from year to year.

4. That lying in a southwesterly direction from the main body of said Clearwater Lake, and at a distance of a little more than one-half mile therefrom and situated largely in said section 14, is a small meandered lake known as Buran's Lake. That the natural outlet of said Clearwater lake is across the said lots 4, 5 and 7 in said section 14, southerly to and into said Buran's lake and thence into the Minnesota river.

5. That plaintiff's farm aforesaid lies between said two lakes and along and adjacent to the natural outlet of said Clearwater lake. And plaintiff has valuable pasture and meadow land to the extent of 25 acres along and adjacent to said natural outlet, upon which he has pastured his cattle and cut hay.

6. That by reason of the extensive use of said Clearwater lake as a summer resort and for boating and fishing, farms bordering thereon have a greater value than they would otherwise have, and will continue to increase in value so long as the water of said lake remains at its natural state and depth.

7. That the natural outlet of said Clearwater lake commences upon defendant's said land on the lake shore at or near the easterly boundary of said lot 4, in said section 14, and runs thence in a westerly and southerly direction across defendant's said land to the south line of said lot 4, where it enters upon plaintiff's said land, and thence southerly across plaintiff's said land to and into said Buran's lake. That the land through which said outlet runs is partly low and swampy and partly meadow and grass land.

8. That prior to the defendant's ownership of his said farm and in the years 1888 to 1890, one Swanberg, then the owner of said farm now owned by the defendant, dug a ditch and artificial channel about four feet wide and three feet deep from the shore of Clearwater lake at a point near the westerly boundary of lot 2, in said section 14, and running in a southeasterly direction to and into the natural outlet of said lake at a point

in lot 4, in said section aforesaid, and connected said ditch with Clearwater lake, thereby forming a second and artificial outlet to said lake and tending to lower the natural stage of water in said lake. That such act of Swanberg was objected to by the residents of the vicinity and he was induced or compelled to dam and fill up said ditch near where it entered the lake, and said ditch remained closed thereafter until again opened by this defendant as hereinafter stated.

9. That in the months of September, October and November, 1906, this defendant, with the assistance of certain other land-owners whose lands border Clearwater lake, wrongfully and unlawfully dug out, excavated and enlarged the natural outlet of said Clearwater lake hereinbefore described where the same passes through defendant's said farm, from the lake shore through to the south line of defendant's said premises, and widened and deepened said natural outlet by excavating the earth from the sides and bottom thereof, thereby increasing the depth of said natural outlet on an average about two feet and increasing the width thereof on an average about three feet beyond its former and natural condition.

That at the same time the defendant wrongfully and unlawfully dug and constructed a new ditch and channel in the place where the old ditch constructed by Swanberg had been formerly located, commencing at the Lake shore on defendant's farm near or at the western boundary of said lot 2, and running in a southeasterly direction to and into the natural outlet of said lake at a point in defendant's said lot 4. That the ditch so constructed by the defendant is between 10 and 11 feet wide and about 4 feet deep, and such ditch enters Clearwater lake and does and will, if permitted to remain, carry away large quantities of water from said lake.

10. That the purpose and intent of the defendant in digging such artificial channel and in enlarging said natural outlet to said lake was to lower the water in Clearwater lake, for the purpose of reclaiming shore and thereon, and also to drain the meadow land owned by him along the course of said ditch and along said natural outlet.

11. That the digging of said artificial channel and the enlarging of said natural outlet has lowered the water in Clearwater lake more than 15

inches, and will, if maintained, continue to lower the water therein below its natural level.

12. That the defendant intends and will, unless restrained by the court, maintain said artificial ditch and channel, and maintain said enlarged natural outlet to said lake upon his premises.

13. That by reason of the acts of the defendant aforesaid large quantities of water, which would not otherwise have come thereon, have been carried through said artificial channel and said enlarged natural outlet from said Clearwater lake and thence upon and over the premises and land of this plaintiff, and have at times since November, 1906, flooded the pasture and hayland of this plaintiff hereinbefore described and located along the natural outlet to said lake, all to plaintiff's great injury and damage. That such damage and injury to plaintiff's land will continue from year to year so long as said artificial channel and such enlarged natural outlet are maintained upon the premises of the defendant. And such damages cannot be measured at this time with any reasonable certainty. And such acts of the defendant are an irreparable loss and injury to this plaintiff.

And wherein and whereby Judgment and Decree is duly ordered in favor of said plaintiff and against said defendant for the relief demanded in the complaint herein and damages, together with the costs and disbursements of this action:

Now, On Motion of W. C. Odell, Esq., Attorney for said Plaintiff, It is ordered, Adjudged, Determined and Decreed as follows, viz:

First. That a Mandatory Injunction issue out of and under the seal of this court directed to said defendant, commanding said defendant to forthwith close and fill up the artificial ditch and channel constructed by him on his premises as set forth in the second paragraph of the 9th Finding of Fact, and commanding said defendant to forthwith replace the earth excavated by him from the natural outlet of said Clearwater lake and so as to decrease the depth of said outlet by at least two feet and the width thereof by at least three feet where such outlet crosses the premises of the defendant mentioned in said Findings of Fact, so as to restore said outlet to its natural condition and to its former depth and width.

Second. That said defendant, and all persons acting under him, be

and he, said defendant, hereby is and all such persons are restrained henceforth from in any manner, whether by artificial outlets or drains, or by enlarging the natural outlet thereof upon defendant's premises, conveying or casting upon the lands and premises of the plaintiff, the water from Clearwater lake in any greater volume or quantity than such water would naturally flow upon said premises.

Third. That said plaintiff have and recover from said defendant the sum of \$1.00 as damages sustained by him up to the time of bringing this action, and his costs and disbursements herein taxed and allowed at the sum of Eighty-one $\frac{03}{100}$ Dollars, and that he have execution therefor.

By the Court,

H.O. Muehlberg
Clerk.

State of Minnesota
County of Carver

Ferdinand Latz

- vs -
Henry R. Diesener

Judgment Roll

CARVER COUNTY,
FILED
DEC 21 1908
H. O. Muehlberg, Clerk.

(482)

of Eighteen Dollars, and that he have execution thereon.
And the Court doth hereby order that the said sum
of Eighteen Dollars be paid by the said Henry R. Diesener
to the said Ferdinand Latz, and that he have execution thereon.
And the Court doth hereby order that the said sum
of Eighteen Dollars be paid by the said Henry R. Diesener
to the said Ferdinand Latz, and that he have execution thereon.

By the Court,

H. O. Muehlberg

STATE OF MINNESOTA,)

COUNTY OF CARVER.,) ss.

I hereby certify and return, that on the 21st day of December 1908, at the Village of Waconia in the County of Carver in said State, I served the within Mandatory Injunction upon the within named Defendant Henry R. Diessner by then and there personally handing to and leaving with him a true copy of said Mandatory Injunction, and that at the same time of the handing to and leaving of the within Mandatory Injunction I did call Defendants attention to the kind of Instrument and to the District Court Seal thereon in particular.

Dated this 23rd day of December, 1908.

Sheriff's fees
Service \$1.00
Mileage 500
\$6.00

G. A. Gatz
Sheriff Carver County
Minn.

STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

Ferdinand Gatz,
Plaintiff,

-vs-

MANDATORY INJUNCTION.

Henry R. Diessner,
Defendant.

THE STATE OF MINNESOTA:

To Henry R. Diessner, said above named Defendant.

Whereas by the Judgment and Decree duly entered in the above entitled
tion it is determined, among other things, that in the months of September,
tober and November, 1906, you, said defendant, with the assistance of certain
other land owners whose lands border upon Clearwater lake, wrongfully and
unlawfully dug out, excavated and enlarged the natural outlet of said Clear-
ter lake where the same passes through the farm owned and occupied by you,
id defendant, and which said farm is described as follows, viz: Government
Lots 2, 3 and 4 in Section 14, Township 116, Range 25, from the lake shore
through to the south line of said premises, and widened and deepened said
natural outlet by excavating the earth from the sides and bottom thereof,
ereby increasing the depth of said natural outlet on an average about two
feet, and increasing the width thereof on an average about three feet beyond
its former and natural condition:

And at the same time you, said defendant, wrongfully and unlawfully
g and constructed a new ditch and channel commencing at the lake shore on
id farm so owned and occupied by you, said defendant, near or at the wes-
tern boundary of said Lot 2, and running in a southeasterly direction to and
into the natural outlet of said lake at a point in said Lot 4, and that said
ditch and channel is between ten and eleven feet wide and about four feet
deep:

And whereas in and by said Judgment and Decree it is Ordered, Adjudged,
Determined and Decreed, among other things:

First. That a Mandatory Injunction issue out of and under the seal of this court directed to you, said defendant, commanding you, said defendant, to forthwith close and fill up the artificial ditch and channel so constructed by you, said defendant, upon your said premises, and commanding you, said defendant, to forthwith replace the earth excavated by you from the natural outlet of said Clearwater lake and so as to decrease the depth of said outlet by at least two feet and the width thereof by at least three feet where such outlet crosses the premises so owned and occupied by you, said defendant, so as to restore said outlet to its natural condition and to its former depth and width:

Second. That you, said defendant, and all persons acting under you, be perpetually restrained henceforth from in any manner, whether by artificial outlets or drains, or by enlarging the natural outlet thereof, conveying or casting upon the lands and premises of said plaintiff, the water from Clearwater lake in any greater volume or quantity than such water would naturally flow upon said premises:

NOW THEREFORE, You, said defendant, are hereby ORDERED, COMMANDED and REQUIRED to forthwith close and fill up with earth the artificial ditch and channel constructed by you upon your said premises, and to forthwith replace the earth excavated by you from the natural outlet of said Clearwater lake and so as to decrease the depth of said outlet by at least two feet and the width thereof by at least three feet where said outlet crosses your said premises, so as to restore said outlet to its natural condition and to its former depth and width: And you, said defendant, and your agents, servants and employees, and each of them are hereby perpetually ENJOINED and RESTRAINED henceforth from in any manner whatever, whether by artificial outlets or drains, or by enlarging the natural outlet thereof, conveying to or casting upon the lands and premises of the plaintiff, the water from Clearwater lake in any greater volume or quantity than such water would naturally flow upon said premises.

And hereof fail not, under penalty of the punishment therefor prescribed by law.

Witness the Honorable P. W. Morrison, Judge of said court, and the seal

of said court, at the City of Chaska, in the County of Carver and State of
Minnesota this 21st day of December A. D. 1908.

H. O. Muehlberg
Clerk of said Court.

District Court
County of Carver.

Ferdinand Gatz
Plaintiff

-vs-

Henry R. Siesner
Defendant.

Mandatory Injunction
ORIGINAL.

CARVER COUNTY,
FILED

DEC 29 1908
H. O. Muehlberg, Clerk.

(482)

W. C. Hall
Attorney for Plaintiff

State of Minnesota.
County of Carver.

District Court
Eighth Judicial District.

Ferdinand Gatz,

Plaintiff.

-vs-

H. R. Diesner,

Defendant.

In the above entitled action it is hereby stipulated by and between the attorneys for the respective parties that the motion of said defendant for an order setting aside the findings and decision of the courts in said action and for a new trial thereof be and the same is submitted to said court for its determination without argument.

Dated Jan'y 10th 1908

W. C. Bull
attorney for Plaintiff
H. J. Pease
att'y for Def.