



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

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3102

No. 11.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

Charles Mc Carthy
Plaintiff

vs.

Charles Mc Ginnis, et al.
Defendant

Reed W Brown
Plaintiff's Atty.

Thos. J. Craven
Defendant's Atty.

Date of Entry *Sept 19th* 1907

Register of Actions *2* Page *519*

Term Tried *September* 1907

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.)

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

CHARLES MCCARTHY

Plaintiff.)

VS

) COMPLAINT.

CHARLES MCGINNIS and THE
STATE BANK OF NEW GERMANY(a Corporation)Defendants)

Plaintiff complains of defendants and alleges:-

1. That defendant State Bank of New Germany now is and for several years last past has been a corporation duly created, organized and existing under and by virtue of the laws of the state of Minnesota.
2. That plaintiff is and for more than twenty-five years last past has been the owner in fee of an undivided one half of the following described premises lying and being in the County of Carver and State of Minnesota, to wit: the South Half of the North-West Quarter^{or} Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six.
3. That plaintiff is informed and believes and so alleges the fact to be that said defendant Charles McGinnis is the owner in fee of an undivided half of said described real estate subject to the mortgage hereinafter described.
4. That plaintiff is informed and believes and so alleges the fact to be that said defendant corporation is the owner and holder of a certain mortgage for the sum of Five Hundred Dollars, dated January 10th 1907 and made and delivered on that day by said defendant Charles McGinnis, and duly recorded in the office of the Register of Deeds of said Carver County, which mortgage plaintiff is informed and believes is a valid and subsisting lien upon the interest of said Charles McGinnis in and to said real estate.
5. That no person or persons other than those above named have any right, title, interest, lien, or claim in or to the above described real estate or any part thereof.

6. That plaintiff desires the partition of the said real estate according to the respective rights and interests of the parties hereto therein.

7. That the cash value of said real estate is the sum of \$ 5000.00

Wherefore, plaintiff demands judgment:

1. That the title of said real estate and the rights of said parties hereto therein, are as above set forth, and that partition of said real estate be made accordingly.

2. That the court appoint three disinterested and judicious citizens of said County as referees to make partition of said real estate, and set off the share of each ^{of said} owners above named, according to their respective rights and ownership therein as determined by said court.

3. That the lien of said mortgage be decreed to be a charge or lien only on the share and portion of said real estate assigned and set off to said defendant Charles McGinnis.

4. For such further relief as to the court may seem just and equitable in the premises, together with plaintiff's costs and disbursements.

Robert R. McGinnis
Attorneys for Plaintiff.

State of Minnesota } ss.
County of McLeod

J. E. Reed being first duly sworn
upon oath says that he is *one of the attorneys for the Plaintiff*
in the foregoing within entitled action; that the foregoing *Complaint*
is true of *his* own knowledge, except as to
matters therein stated on information and belief, and to such matters he believes it to be true,
and the reason that this verification is not made
by the said plaintiff is that said plaintiff is absent from
the county wherein the said affiant his attorney resides
J. E. Reed

Subscribed and sworn to before me this *22nd* day of *July* A. D. 19*07*



W. H. Brown
Notary Public, McLeod County, Minn.

State of Minnesota

County of *McLeod*

DISTRICT COURT

Eighth Judicial District

Charles M. McCarthy

Plaintiff

SUMMONS

Charles M. Linnis and The
State Bank of New Germany (a corporation)
Defendant

The State of Minnesota to the above named Defendant:

You *and each of 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 com-
plaint on the subscribers at their office in the Village of Glencoe, in said County of McLeod,
within twenty *(20)* days after service of this summons upon you, exclusive of the day of
such service; and if you fail to answer the said complaint within the time aforesaid, the
Plaintiff in this action will *apply to the court for*
the relief demanded in said complaint

together with the costs and disbursements of this action.

Dated *July 23rd* A. D. 19*07*

Reed & Brown
Attorneys for Plaintiff.

State of Minnesota }
County of McLeod }

F. E. Reed

being duly

sworn says that on the *23^d* day of *July* 19 *07*, at *The Village*
of New Germany Minn he served the within *Summons and*
Complaint upon the within named *State Bank of New Germany* personally,
by handing to and leaving with said *A. J. Schrock, Jr. Cashier of said bank*
a true and correct copy of said *Summons & Complaint*

Subscribed and sworn to before me

this *25th* day of *July* 19 *07*

E. O. Brown
Notary Public, McLeod County, Minn.
My Commission Expires Mar. 30, 1914.

ORIGINAL.

State of Minnesota

County of *Carver*

DISTRICT COURT

Charles M. Carthy Plaintiff

against

*Charles M. Dennis and
The State Bank of New
Germany (a corporation)* Defendant

Summons & Complaint

Due and personal service of the within

CARVER COUNTY, is admitted

FILED

this..... day of 1907.....

H.O. Muehlberg Clerk

Attorney for.....

Reed & Brown

Attorneys for Plaintiff

GLENCOE,

MINNESOTA

(519)

No.	Appraised Value.
<p>Deceased owned no property at the time of his death which has come into the possession or to the knowledge of the undersigned Administrator except the real estate hereinbefore mentioned.</p>	

Dated at Alaska this Nineteenth day of January 1891
Charles Mc Ginnis
Administrator of John McGinnis Deceased.

We, the Undersigned Appraisers, Do hereby certify that, pursuant to the annexed warrant to us directed, we have appraised all the property described and mentioned in the above Inventory, which has been to us exhibited, setting down opposite to each item in said Inventory, in figures, the value thereof in money, as by us determined.

Witness our hands this second day of March A. D. 1891

William George
Lawrence Carmolly } Appraisers.

State of Minnesota,
County of Carver } ss. Charles McGinnis
being duly sworn, says that he is the Administrator of the estate of
John McGinnis late of said County, deceased, and that the foregoing is a just and true Inventory of all the real estate, and of all the goods, chattels, rights, and credits belonging to the said John McGinnis deceased, which have come to his possession or knowledge; and that upon diligent inquiry he has not been able to discover any other property or estate belonging to the estate of said John McGinnis, deceased.

Subscribed and sworn to before me, this
Nineteenth day of January A. D. 1891
John Schuler
Judge of Probate.

Pepps Ex 9

No.

IN PROBATE COURT.

County of *Carver*

IN THE MATTER OF THE ESTATE OF

John M. Quinn
Deceased.

GENERAL INVENTORY.

Filed and approved this *12th*
day of *May*, 18*91*

J. Schaefer
Judge of Probate.

No. 113.—Pioneer Press Co., St. Paul, Minn.

State of Minnesota, } ss. IN PROBATE COURT.
 County of Carver } Special Term Jan 19 1891
 In the Matter of the Estate of John Mc. Ginnie Deceased:

Pursuant to an order made in the above entitled matter, on the thirtieth day of December 1890 the petition of Charles Mc. Ginnie of Hollywood that LETTERS OF ADMINISTRATION upon said estate be granted unto himself the petitioner was this day brought on to be heard and considered; and the affidavit of A. C. Du Toit printer, having been filed herein, showing that the notice required to be given and published by said order, has been given and published as ordered; and it appearing to the satisfaction of this Court, by competent proof, that the said John Mc. Ginnie died on the 29th day of July 1892 at the County of St. Louis, Missouri intestate, and that he was a resident of said County of St. Louis, State of Missouri at the time of his death, and that the said intestate left estate within this said County to be administered upon, the probable value of which does not exceed the sum of Five hundred Dollars; and that said petitioner is a son of said deceased, and that said Charles Mc. Ginnie is a suitable and competent person to administer upon said estate, pursuant to said petition, said petitioner appearing and no one appearing to object

It is Ordered, That said Charles Mc. Ginnie be and he hereby is appointed Administrator of the said Estate of John Mc. Ginnie deceased, and that said Charles Mc. Ginnie before entering upon his duties as such Administrator, and before Letters of Administration be to him issued, give bond to the Judge of this Court in the sum of Five hundred Dollars, with sufficient sureties, to be approved by said Judge, conditioned according to law.

Dated at Chaska this 19th day of January A. D. 1891

By the Court:

Julius Schaler
 Judge of Probate.

No.

IN PROBATE COURT,

County of Leaver

IN THE MATTER OF THE ESTATE OF

John Mc. Ginnir
Deceased.

ORDER APPOINTING ADMINISTRATOR.

Filed this 19th day of

Jan. 1891

Recorded in Book D. of Orders,
page 76

Julius Schacht
Judge of Probate.

No. 76.—Pioneer Press Co., St. Paul, Minn.

Deft Ex 1-B

This Indenture, Made this 22nd day of October
in the year of our Lord one thousand eight hundred and ninety-between
Margaret McGinnis, unmarried, and one of the heirs at law of
John McGinnis deceased, of St. Louis, Missouri, part 7 of the first part, and
Charles McGinnis of the Township of Hollywood in
the County of Carver, Minnesota, part 4 of the second part,

Witnesseth, That the said part 4 of the first part, in consideration of the sum of
Four Hundred and Fifty (450) DOLLARS, to her in hand
paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged, do ES by
these presents GRANT, BARGAIN, SELL, RELEASE and QUITCLAIM, to the said part 4 of the
second part, her heirs and assigns, FOREVER,

all the following piece or parcel of land lying
and being in the County of Carver and State of Minnesota, described as
follows, to-wit:

The South Half (S 1/2) of the North West
Quarter (NW 1/4) of Section No Twenty two (22)
of Township No One Hundred and Seventeen
(117) North, Range No Twenty six (26) West
containing Eighty Acres more or less accord-
ing to U.S. Government Survey.

To Have and to Hold The above quitclaimed premises, together with all and singular
the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said
part 4 of the second part, her heirs and assigns, Forever.

In Testimony Whereof, The said part 4 of the first part has hereunto set her
hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

John Mueller
Alfred J. Jinnis
State of Missouri,
County of City of St. Louis

Margaret McGinnis Seal
Seal
Seal
Seal

County of City of St. Louis

October A. D. 1890 before me, a Notary Public
in and for said City & State, personally appeared Margaret McGinnis

to me personally known to be
the same person described in and who executed the foregoing Deed, and acknowledged that she
executed the same freely and voluntarily, as her free act and deed, the said Margaret
McGinnis further declared herself to be single and unmarried.

John Mueller
Notary Public
My term expires August 20, 1894

Nov 11/95. Pd

Defts. Ex 2

QUITCLAIM DEED,
WITHOUT COVENANT.

Margaret McGinnis
TO
Charles McGinnis

Office of Register of Deeds,
State of Minnesota, } ss.
County of Clamart

I hereby certify that the within Deed
was filed in this office for record on the
twentieth day of
December A. D. 1898
at three o'clock P.M., and was duly
recorded in Book 2 of Deeds, on
page 894 & 895.

J. H. Sexton
Register of Deeds
By _____ Deputy.

Taxes paid and transfer entered this
twentieth day of
December A. D. 1898
* Fred Westerman
County Auditor.

No. 70 - Pioneer Press Co., St. Paul, Minn.

Margaret McGinnis

I hereby certify that
1897 on the lands described within
J. H. Sexton
COUNTY TREASURER.

State of Minnesota, } ss.
 County of Carver
 In the Matter of the Estate of John McGinnis Deceased:
 To the Judge of Probate in and for said County:
 The Petition of Charles McGinnis of Carver County State of Minnesota respectfully represents that your Petitioner is the son of John McGinnis deceased; that said deceased departed this life at St. Louis State of Missouri on the 29th day of July A. D. 1892, without leaving any last will and testament, to the knowledge, information or belief of your petitioner; that the said deceased died possessed of certain personal property in said County, the value whereof does not exceed the sum of _____ Dollars, as your petitioner has been informed and believes; that said deceased ^{consisting of a piece of wild land 80 acres} also left certain real estate to the probable amount of and of the probable value of Six Hundred Dollars; ~~and also left debts due and unpaid to the amount of~~ situate in said County of Carver ~~Dollars~~; that said deceased has left him surviving Three Children viz: John McGinnis aged about twenty nine years old; Margaret McGinnis about thirty years old and Charles McGinnis your petitioner twenty six years old. John and Margaret residing in the City and County of St. Louis, and State of Missouri and your petitioner residing at Hollywood, Carver County Minnesota. that said deceased was, at the time of his death, an inhabitant of the County of St. Louis State of Missouri, and that administration of ~~his estate was never had in the Courts of the State of Missouri or in any Court.~~
 Your petitioner therefore asks that Letters of Administration of the estate of the said intestate be granted unto Charles McGinnis your petitioner
 Dated at Shaska Minn. this 29th day of October A. D. 1890 Charles McGinnis

State of Minnesota, } ss.
 County of Carver
 On this 29th day of October A. D. 1890 personally appeared before me a Notary Public, John W. Charles McGinnis the Petitioner named in the foregoing Petition, who, being duly sworn, did depose and say that he has read the foregoing petition by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge, excepting as to 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

29th day of October 1890F. J. Steidl
Notary PublicMinneCharles McGinnis

No.

In Probate Court,

County of Leaver

IN THE MATTER OF THE ESTATE OF

John M^cGinnin
Deceased.

Petition for Letters of Administration.

Filed this 18th day of

Nov. A. D. 1890

Jul. Schuler
Judge of Probate.

Defts Ex 1-A

FINAL DECREE.

State of Minnesota,

IN PROBATE COURT,

County of

Carver

ss.

Special Term,

April 23rd 1895

In the Matter of the Estate of

John M^c Ginnier

Deceased:

It appearing to the Court now here on satisfactory proofs and the evidence, that the necessary expenses of funeral, of last sickness of said deceased, and of administration of said estate, have been fully paid, and that all the debts existing against said deceased, or allowed by the Court, pursuant to law, have been fully paid and satisfied, and that said estate has been fully administered, as by the final account of

Charles M^c Ginnier - Administrator

of said estate, duly audited and allowed by this Court, pursuant to due notice given and served, will appear, reference being had thereto.

And it further appearing, That due notice of the application for this final decree in said matter, assigning the estate to the persons thereto entitled by law, has likewise been duly given and served pursuant to the law in such case made and provided.

And it further appearing, That the said deceased died ~~intestate~~ ^{testate}, and the residue of said estate consists of the following described Real estate, to-wit: That tract or parcel of land situated and being in the County of Carver and State of Minnesota, described as follows:

The South half (1/2) of North West Quarter
(1/4) of Section Twenty two (22) Township
One hundred and seventeen (117) Range
Twenty six (26) containing Eighty (80)
Acres of Land more or less - According
to Government Survey thereof -

And it further appearing, That the following named persons are the person entitled to
all of _____ said estate by law, viz _____

John M^e Ginnier (Son)

33 years, residing in the City of St. Louis, State
of Missouri

Margaret M^e Ginnier (Daughter)

34 years residing in the City of St. Louis, State
of Missouri, and

Charles M^e Ginnier (Son)

30 years residing in the County of Carver, State
of Minnesota

Now Therefore, on the petition of

Charles M^e Ginnier Administrator aforesaid
and pursuant to due notice and the law in such case provided:

It is Ordered, Adjudged and Decreed, and this Court, by virtue of the powers and authority vested in the same by law, does hereby order, adjudge and decree: That all and singular of the above described Real property be, and the same is hereby assigned to and vested in the said

John M^e Ginnier

Margaret M^e Ginnier and

Charles M^e Ginnier

This being the only children of John M^e Ginnier
Deceased and only heirs to his estate -

forever, in the following proportions, to-wit:

Share and Share alike

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto
belonging or in anywise appertaining, to the said above named person and Their heirs and assigns,
ever.

Julius Schaler
Judge of the Probate Court,
Carver County, Minn.

Deft to Ex 1-C

No. 551

IN PROBATE COURT,

County of *Leaver*

IN THE MATTER OF THE ESTATE OF

John M. Ginn
Deceased.

Final Decree Assigning Residue of Estate.

State of Minnesota,

County of *Leaver* ss.

I, *John M. Ginn*,
Judge of the Probate Court of said County, do hereby
certify that I have compared the within Final Decree, in the
matter of said estate with the original Final Decree on file
and of record in the Probate office of the County aforesaid,
and that the same is a true copy thereof, and of the whole
of said original Final Decree and record.

In Testimony Whereof, I have hereunto
affixed the seal of the Probate Court of
said County, and signed my name, this
.....day of.....

A. D. 189...

Judge of Probate.

Filed this *23rd* day of *April*
189 *5*, and recorded in *Book A. 2*
of Orders on page *270*
Jul. Schaler
Judge of Probate.

2-19-94-1000

FINAL DECREE.

State of Minnesota,

IN PROBATE COURT,

County of

Carver

ss.

Special Term, April 23

1895

In the Matter of the Estate of

John M. Ginnier

Deceased:

It appearing to the Court now here, on satisfactory proofs and the evidence, that the necessary expenses of funeral, of last sickness of said deceased, and of administration of said estate, have been fully paid, and that all the debts existing against said deceased, or allowed by the Court, pursuant to law, have been fully paid and satisfied, and that said estate has been fully administered, as by the final account of

Charles M. Ginnier - Administrator

of said estate, duly audited and allowed by this Court, pursuant to due notice given and served, will appear, reference being had thereto.

And it further appearing, That due notice of the application for this final decree in said matter, assigning the estate to the persons thereto entitled by law, has likewise been duly given and served pursuant to the law in such case made and provided.

And it further appearing, That the said deceased died *intestate*, and the residue of said estate consists of the following described *Real* estate, to-wit: That tract or parcel of land situated and being in the County of *Carver* and State of Minnesota, described as follows:

The South half (1/2) of North West quarter
(1/4) of Section Twenty two (22) Township
One hundred and seventeen (117) Range
Twenty six (26) containing Eighty
(80) Acres of Land, more or less -
According to Government Survey thereof

And it further appearing, That the following named person 1 *are* the person 2 entitled to
all of said estate by law, viz

John M^e Gimmie (Son)

33 years residing in the City of St. Louis State of
Missouri

Margaret M^e Gimmie (Daughter)

age 34 years residing in the City of St. Louis State
of Missouri - and

Charles M^e Gimmie (Son)

age 30 years residing in the County of Carver State
of Minnesota

Now Therefore, on the petition of
Charles M^e Ginnier Administrator aforesaid
and pursuant to due notice and the law in such case provided:

It is Ordered, Adjudged and Decreed, and this Court, by virtue of the powers and authority vested
in the same by law, does hereby order, adjudge and decree: That all and singular of the above described
Real property be, and the same is hereby assigned to and vested in the said

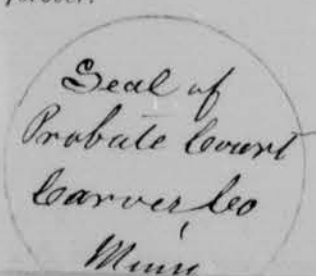
John M^e Ginnier
Margret M^e Ginnier and
Charles M^e Ginnier

This being the only children of John M^e Ginnier
deceased and only heirs to his estate

never, in the following proportions, to-wit:

Share and Share alike

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto
belonging or in anywise appertaining, to the said above named person, and their heirs and assigns,
forever.



Julius Schaler
Judge of the Probate Court,
Carver County, Minn.

No. 551

IN PROBATE COURT,

County of Carver

IN THE MATTER OF THE ESTATE OF

John M. Ginnier
Deceased.

Final Decree Assigning Residue of Estate.

State of Minnesota,

County of Carver ss.

I, Julius Schuler
Judge of the Probate Court of said County, do hereby
certify that I have compared the within Final Decree, in the
matter of said estate with the original Final Decree on file
and of record in the Probate office of the County aforesaid,
and that the same is a true copy thereof, and of the whole
of said original Final Decree and record.

In Testimony Whereof, I have hereunto
affixed the seal of the Probate Court of
said County, and signed my name, this
23rd day of April
A. D. 1895

Julius Schuler
Judge of Probate.

Filed this _____ day of _____

189____, and recorded in _____

_____ on page _____

Judge of Probate.

2-19-94-1000

Register's Office, ss.

CARVER CO., MINN.

Received for record the 15th day
of June A. D. 1895 at 8
o'clock P. M. and recorded in Vol.
46 of Records page 46
L. H. Dutton
REGISTER OF DEEDS.

I hereby certify that taxes for the 1894
on the lands described within are paid.
G. P. Bongard
COUNTY TREASURER.

Taxes paid and transfer
entered This 21st day of June 1895
Fred Westermann
County Auditor

State of Minnesota

County of Carver

District Court

Eighth Judicial District.

Charles McCarthy,

Plaintiff.

vs

Charles McGinnis and State Bank
of New Germany (a corporation)

Defendants.

NOTE OF ISSUE.

Issues of fact for trial by the court.

Last pleading served September 19th 1907.

Reed and Brown Attorneys for Plaintiff.

Thos. F. Cravens Attorney for Defendant McGinnis.

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
September 30th 1907.

Reed and Brown

Attorneys for Plaintiff.

Glencoe Minnesota.

State of Minnesota
County of Carver.

Charles Mc Carthy
- vs -
Charles Mc Linnis, et al,

Note of Issue.

CARVER COUNTY,
FILED

SEP 19 1907

H. O. Muehlberg, Clerk

(519)

STATE OF MINNESOTA)
COUNTY OF CARVER)

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Charles McCarthy

Plaintiff)

vs

) REPLY.
)

Charles McGinnis and the State Bank
of New Germany (a corporation)

)
Defendants)

Plaintiff in reply to the ~~separate~~ answer of Charles McGinnis
herein:

1. Denies each and every allegation of new matter therein
contained and each and every part and portion thereof, except as
hereinafter expressly admitted or qualified.

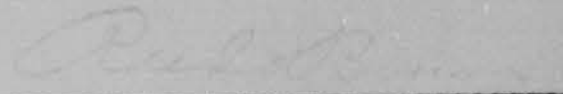
2. Admits that since plaintiff and defendant became tenants
in common of the land in suit to wit, since the year 1884, defendant
has paid a portion of the taxes assessed against said land; but
denies that said defendant has paid more than his just proportion
of said taxes so assessed.

3. Alleges that at the time of the purchase of said premises
by plaintiff and defendant, said plaintiff paid to the grantor
John McGinnis as a part of the purchase price \$300.00, and that
said defendant paid no part or portion thereof; and that he has at
no time paid to plaintiff any portion of said sum so expended by
plaintiff.

4. Alleges that at all times for more than twenty years last
past plaintiff and defendant have been in possession of said premises
as tenants in common; and during all of said time plaintiff and
defendant have lived upon and occupied said premises; that during
the last twelve years said defendant has had the exclusive use of
most of the products of said farm; that he has during said time
removed from said land and sold for large sums of money, the exact
amount of which is to plaintiff unknown, large amounts of timber
and crops of grain and that he has appropriated the entire revenue
from such sales to his own use. Plaintiff further alleges that

whatever buildings and improvements defendant may have placed upon said premises, have been paid for out of the product of said land and out of the proceeds from the timber and grain so appropriated and sold as aforesaid.

Wherefore plaintiff demands judgment as prayed for in his complaint herein.



Plaintiff's Attorneys.

State of Minnesota }
County of McLeod } ss.

F. E. Reed

being first duly sworn

upon oath says that he is *one* of the *attorneys for plaintiff*
in the foregoing within entitled action; that the foregoing *Reply*

is true of ~~own knowledge, except as to~~

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

to the best of his knowledge, information & belief and that the reason why this verification is not made by the p[er]f. herein is that said plaintiff is absent from the County wherein resides the affiant being

F. E. Reed

Subscribed and sworn to before me this *18th* day of *Sept.* A. D. 19*07*

NOTARIAL
SEAL

W. B. Brown

Notary Public, McLeod County, Minn.

My Commission Expires Mar. 30, 1914.

ORIGINAL.

State of Minnesota

County of *Carver*

DISTRICT COURT

Charles McCarthy
Plaintiff

against

Charles McEneaney
Defendant
and State Bank of Ky.

by mail
Due and personal service of the within

Reply is admitted

this *19th* day of *Sept* 190*7*.

Shos F. Gaven

Attorney for *Chas. McEneaney*

Reed O. Brown
Attorneys for *Plt.*

GLENCOE,

MINNESOTA

CARVER COUNTY,
FILED

OCT 8 1907

H. O. Muehlberg Clerk

(519)

State of Minnesota,
County of Carver

DISTRICT COURT,
Eighth Judicial District

Charles McCarthy Deef.

vs
Charles Mc Guinn and
State Bank of New Gower
Dfs

Notice of Trial

Sir: YOU WILL PLEASE TO TAKE NOTICE that the issue of law & fact
in the above entitled action, will be brought on for trial
at the next General Term of the District Court aforesaid,
appointed to be held in and for the County of Carver at the
Court House in the Village of Chaska in said
County, on the 30th day of Sept. 1907 at the
opening of said Court on that day, or as soon thereafter as Counsel can be heard.

Dated Sept. 18th 1907

Yours respectfully,

Attorney for

To Mr. J. Carens Esq.

Attorney for

Reed & Brown
Plaintiff
Def. Mc Guinn

Original

DISTRICT COURT.

Charles McCarthy

vs

*Charles Mc Guire &
State Bank of New Jersey*

NOTICE OF TRIAL.

Due service of within Notice is hereby

admitted, this 19th day of

Sept A. D. 1907

Shas F. Gove

Attorney for Jt M & L

Reed & Brown

Attorneys for P. J.

No. 41.

CARVER COUNTY,
FILED

OCT 8 1907

H. O. Muehlberg Clerk

(519)

701, STATE OF MINNESOTA
County of Carver.

DISTRICT COURT,
Eighth Judicial District.

Charles McCarthy,
-VS.- Plaintiff

Charles McGinnis and State
Bank of New Germany,
Defendants.

Now comes said defendant Charles McGinnis and for his answer, to the complaint of said plaintiff in said above entitled action, respectfully states and alleges:

1. That he denies said Complaint and each and every allegation matter and thing in said Complaint contained.
2. That this defendant is the owner in fee of the lands described in said complaint and has been such owner for more than five years last past. That this defendant went into possession of said land on or about 1884 when said land was wild and wholly unimproved and unproductive; that while this defendant was so in possession thereof and year after year ~~thereafter~~ down to the present time this defendant in good faith made necessary and permanent improvements upon said land in the way of fences, ditches, grubbing, cleaning, and performed thereon other useful and necessary labor of permanent value to said lands; and built thereon many valuable useful and necessary farm buildings; that the reasonable worth and value of said permanent improvement so made by this defendant upon said land is the sum of twenty five hundred dollars, and said land has been and is enhanced in value said sum by reason of said permanent improvements so made. That this defendant has paid all the taxes levied and assessed against said land during each and every year for more than fifteen years last past and has so paid taxes on said land in the sum of two hundred and fifty dollars. That said plaintiff paid no part or portion of said taxes. That at all times said plaintiff had full notice and knowledge of the said improvements so made by this defendant and never at any time made any objection thereto. That all said improvement so made and the said taxes so paid were made and paid by this defendant in good faith and were reasonably necessary for the preservation of said land and has permanently enhanced the value thereof in said sums.

That said plaintiff has paid no part or portion thereof or thereto and has never paid this defendant therefor. And this defendant, if partition of said lands is decreed herein, and his title to any portion of said lands is defeated herein, demands that all the buildings and improvements aforesaid so made by him be, so far as is practicable and equitable, set off to him, and that he have reasonable compensation for said improvements and taxes so made and paid.

Wherefore defendant demands judgment as follows:

1. That plaintiff take nothing by this action, that said action be dismissed with costs.

2. Adjudging and determining the value of all permanent improvements made upon said premises by this defendant, and the amount paid for taxes on said land by this defendant

3. For such other and further relief in the premises as to the Court seem meet and just.

Thos L. Garrow
Attorney for defendant Charles
McGinnis, Chaska, Minn.

State of Minnesota,
County of Carver } ss.

Charles McGinnis being first duly sworn upon oath, says that he is ~~one of~~ the Defendants 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~~ _____ herein, is that said _____ is absent from this County wherein resides this affiant, he ~~attorney~~ Charles McGinnis

Subscribed and sworn to before me this 8th day of August 1907

(NOTARIAL
SEAL.)

Notary Public, Shaw & Co. Minnesota

State of Minnesota,

COURT,

County.

JUDICIAL DISTRICT.

AGAINST

Plaintiff

SUMMONS.

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE NAMED DEFENDANT:

You _____ are hereby summoned and required to answer the complaint of the Plaintiff in the above entitled action, which complaint—is hereto annexed and herewith served upon you—has been filed in the office of the Clerk of said _____ Court, at the _____ County of _____ and State of Minnesota, and to serve a copy of your answer to the said complaint on the subscriber, at _____ office, in the _____ of _____, in 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 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 _____ 19_____

together with the Plaintiff's costs and disbursements herein.

Dated _____ A. D. 19_____

Plaintiff's Attorney, _____ Minn

(Original)
STATE OF MINNESOTA,
County of *Carver*

District COURT.

Charles McCarthy
Plaintiff.

vs.
Charles McGinnis
Defendant.

Separate Answer of McGinnis

Due and personal service of the within
CARVER COUNTY is hereby admitted
this FILED day of

A. D. 1900 1 8 1907

H. O. Muehlberg

Attorney for

Thos H Groven

Attorney for

Said of Chaska Minn.

C. F. GREENWOOD, MANKATO, MINN

(379)

State of Minnesota,

County of

being
first duly sworn upon oath, deposes and says, that at the
in said County and State, on the 19 day of 1907, he served the
within upon
the therein named, personally, by
with said at the house of the usual abode of said
leaving a person of suitable
age and discretion, then resident therein, a true and correct copy of said
that said is to affiant well known to be the same
as the within named

State of Minnesota)
County of Carver)

District Court
Eighth Judicial District.

Charles McCarthy, Plaintiff

vs

Charles McGinnis and State Bank of New Germany, Defendants.

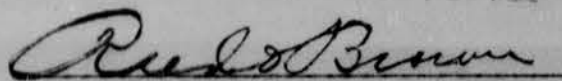
To Thos.F.Graven Esq., Attorney for defendant McGinnis:
PLEASE TAKE NOTICE that on the grounds hereinafter stated the plaintiff will move the court at the May term thereof to be held at the Court-house in the Village of Glencoe in the state of Minnesota on the eleventh day of May, 1908, at one o'clock in the afternoon of said day or as soon thereafter as counsel can be heard for an order amending the conclusions of law and order for judgment therein as follows:

By striking out the figures "\$1340.00" found in the last line of paragraph two of said conclusions of law, and inserting in the place thereof the figures "\$670.00".

The grounds of said motion are as follows:

1. That said conclusions of law as made and filed is not justified by the findings of fact.
2. That the proposed amendment is justified by the findings of fact.

That said motion will be made upon the files and records in said action and all proceedings had therein, the findings of said court being hereto attached and made a part of this motion.



Plaintiff's Attorneys.

State of Minnesota) District Court
County of Carver) Eighth Judicial District

Charles McCarthy, Plaintiff
vs
Charles McGinnis and State Bank
of New Germany, Defendants.

The above entitled action was tried at the September 1907 general term of said court; Read and Brown appeared for plaintiff; Thomas P. Craven appeared for defendant Charles McGinnis; and The State Bank of New Germany made default.

After hearing the evidence given in the trial and the arguments of the attorneys for the respective parties, as conclusions of fact I find as follows to wit:-

1. That the Charles McCarthy is the owner in fee simple and entitled to the possession of an undivided one half in and to the following described real estate lying and being in the County of Carver and State of Minnesota to wit: The South Half of the Northwest Quarter of Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six, containing eighty acres of land.
2. That the defendant Charles McGinnis is the owner in fee simple and entitled to the possession of an undivided one-half in and to the real estate hereinbefore described.
3. That the defendant State Bank of New Germany has an interest in said property as a lien-holder in the sum of \$500.00 by virtue of a certain mortgage made, executed, and delivered by said defendant Charles McGinnis to said State Bank of New Germany and duly recorded on January 10th 1907 in the office of the Register of Deeds of said county in Book "V" of Mortgages on page 319; and that the lien of said State Bank of New Germany is an incumbrance upon the undivided one-half interest of said defendant Charles McGinnis in

the

the real estate hereinbefore described.

3. That there is no other lien or incumbrance thereon except the lien of said defendant State Bank of New Germany hereinbefore described nor are there any other person or persons other than plaintiff and said defendants interested in or have any claim whatsoever to said premises or any part thereof as owners or otherwise.

4. That partition of said premises can be made without great prejudice to the owners thereof.

5. That said defendant Charles McInnis has paid taxes on said premises in the sum of \$340.00 and that said plaintiff Charles McCarthy has paid no part thereof.

6. That said defendant Charles McInnis has expended the sum of \$1000.00 in improving said premises by the erection of buildings thereon and has thereby improved said premises in said sum.

As conclusions of law from the foregoing facts, I find:

1. That the plaintiff Charles McCarthy is entitled to have partition made of said premises in such manner that, quality and quantity relatively considered, there be allotted and set off to him an equal one-half part thereof, and that likewise there be allotted and set off to the defendant Charles McInnis an equal one-half part thereof, to be held and enjoyed by the said parties in severalty according to their respective rights as determined as foresaid in this action.

2. That defendant Charles McInnis have a specific lien upon the one-half interest so allotted to plaintiff for the sum of \$1340.00

3. That John H. Boylan, John Kelly and August F. Treasor three disinterested and judicious citizens of said county, are hereby appointed as referees to make partition of said real estate and set off each share to the party entitled thereto as herein-

before determined.

*Let judgment be entered accordingly
Dated April 6th 1908.*

*C. W. Morrison
Judge of District Court,*

ORIGINAL

State of Minnesota

County of *Carver*

DISTRICT COURT

Charles McCarty
Plaintiff

against

*Charles Mc Guinn &
State Bank of New Germany*
Defendant

Due and personal service of the within

Notes of Motion is admitted

this *30* day of *April* 190*8*

Shas F. Brown

Attorney for *J. M. Guinn*

Reed & Brown

Attorneys for Plaintiff

GLENCOE,

MINNESOTA

CARVER COUNTY,
FILED

MAY 16 1908

H. O. Muehlberg Clerk

(519)

STATE OF MINNESOTA

DISTRICT COURT

County of Carver.

Eighth Judicial District.

Charles McCarthy, Plaintiff

- VS. -

Charles McGinnis and
State Bank of New Germany,
Defendants.

SIRS:

You will please take notice that at a general term of said above mentioned Court to be held at the Court House in the village of Glencoe in the County of McLeod in said Judicial District on Monday the Eleventh day of May A.D. 1908 at the opening of said Court on that day or as seen thereafter as counsel can be heard said Defendant Charles McGinnis will move said Court to make further and additional findings of fact in said proceedings and by such said additional finding of fact to pass upon all and the issues raised by the pleadings, litigated upon the trial of said cause, particularly to make a finding of fact as to whether or not said Charles McGinnis did not permanently improve, and enhance the value of, said premises by fencing, grubbing, cleaning, ditching and performing thereon other useful and necessary labor of permanent value to said premises; and this defendant will then and there move said Court to make a further and additional finding of fact thereon as follows:

" 7 That said defendant Charles McGinnis in good faith made necessary and permanent improvements upon said land in the way of fencing, grubbing, cleaning and ditching the same, and that each and all said work and improvements so made were reasonably necessary and the reasonable value thereof thereof is the sum of \$675, and that the market value of said land is and has been increased and enhanced ^{in value} thereby in the said sum of \$675".

and this defendant will then and there ask that said Court amend its conclusions of law by adding said \$675 to the amount of \$1340 stated in its second conclusion of law, and to amend said second conclusion of law so that when amended said conclusion will read as follows, viz.:

"2 That defendant Charles McGinnis have a specific lien upon the one half interest in said land so allotted to said plaintiff for the sum of \$1845."

Which said motion will be made upon all the files and records in said proceeding, and based upon the ground that the findings of fact ^{and conclusions of law} heretofore

2.

made and filed in said proceedings are incomplete upon the issue presented
and tried herein

TO

REED & BROWN, ESQRS.,
Attorneys for Plaintiff

Yours,

Thos F. Brown
Attorney for Defendant McGinnis
Chaska, Minn

(Original)

STATE OF MINNESOTA,

County of Carver

District COURT.

Chas McCarthy Plaintiff.

vs.
Chas McGinnis et al Defendant.

Notice of motion

Due and personal service of the within

notice is hereby admitted

this 1st day of May

A. D. 1908

Reed Brown

Attorneys for Plaintiff

Wm. H. Brown

Attorney for Defendant McGinnis
Chaska Minn.

C. F. GREENWOOD, MANKATO, MINN

(519)

CARVER COUNTY,
FILED

MAY 16 1908

H. O. Muehlberg Clerk.

State of Minnesota,

County of

ss.

being
first duly sworn upon oath, deposes and says, that at the
in said County and State, on the day of
within upon
the therein named, personally, by
with said leaving
at the house of the usual abode of said
a person of suitable
age and discretion, then resident therein, a true and correct copy of said
that said is to affiant well known to be the same

State of Minnesota) District Court
County of Carver) Eighth Judicial District

Charles McCarthy, Plaintiff

vs

Charles McGinnis and State Bank
of New Germany, Defendants.

The above entitled action was tried at the September 1907
general term of said court; *and in Nov 1907 was submitted on briefs.* Reed and Brown appeared for plaintiff;
Thomas F. Craven appeared for defendant Charles McGinnis; and The
State Bank of New Germany made default.

After hearing the evidence given in the trial and the arguments
of the attorneys for the respective parties, as conclusions of fact
I find as follows to wit:-

1. That the Charles McCarthy is the owner in fee simple and
entitled to the possession of an undivided one half in and to the
following described real estate lying and being in the County of
Carver and State of Minnesota to wit: The South Half of the North-
west Quarter of Section Twenty-two, Township One Hundred Seventeen,
Range Twenty-six, containing eighty acres of land.

2. That the defendant Charles McGinnis is the owner in fee
simple and entitled to the possession of an undivided one-half
in and to the real estate hereinbefore described.

3. That the defendant State Bank of New Germany has an interest
in said property as a lien-holder in the sum of \$500.00 by virtue
of a certain mortgage made, executed, and delivered by said defen-
dant Charles McGinnis to said State Bank of New Germany and duly
recorded on January 10th 1907 in the office of the Register of Deeds
of said county in Book "V" of Mortgages on page 319; and that the
lien of said State Bank of New Germany is an incumbrance upon the
undivided one-half interest of said defendant Charles McGinnis in

##

the real estate hereinbefore described.

3. That there is no other lien or incumbrance thereon except the lien of said defendant State Bank of New Germany hereinbefore described nor are there any other person or persons other than plaintiff and said defendants interested in or have any claim whatsoever to said premises or any part thereof as owners or otherwise.

4. That partition of said premises can be made without great prejudice to the owners thereof.

5. That said defendant Charles McGinnis has paid taxes on said premises in the sum of \$340.00 and that said plaintiff Charles McCarthy has paid no part thereof.

6. That said defendant Charles McGinnis has expended the sum of \$1000.00 in improving said premises by the erection of buildings thereon and has thereby improved said premises in said sum.

As conclusions of law from the foregoing facts, I find:

1. That the plaintiff Charles McCarthy is entitled to have partition made of said premises in such manner that, quality and quantity relatively considered, there be allotted and set off to him an equal one-half part thereof, and that likewise there be allotted and set off to the defendant Charles McGinnis an equal one-half part thereof, to be held and enjoyed by the said parties in severalty according to their respective rights as determined as aforesaid in this action.

2. That defendant Charles McGinnis have a specific lien upon the one-half interest so allotted to plaintiff for the sum of \$1340.00

3. That John F. Boylan, John Kelley and Aug. E. Truitt three disinterested and judicious citizens of said county, are hereby appointed as referees to make partition of said real estate and set off each share to the party entitled thereto as hereinbefore determined.

Let judgment be entered accordingly.

Dated April 6th, 1908.

Residing at 400 1/2 1st St. New York
Perceiving Officer *J. M. Morrison*
Judge of District Court.

State of Minnesota
County of M. Leod.
J. J. J. J. J.

Chas. M. C. C. C.
- vs -
Chas. M. C. C. C.
et al.

Page

Findings and
Decision

CARVER COUNTY,
FILED

APR 7 1908

H. O. Muehlberg, Clerk

(519)

District Court,
Eighth Judicial District.

Charles McCarthy, Plaintiff,
against
Charles McGinnis, and
The State Bank of New Germany,
Defendants.

Said motion was made on the grounds that said conclusion of law as made and filed is not justified by the findings of fact, and, Second, that the proposed amendment is justified by the findings of fact, and was based upon the files and records in said action, and all the proceedings had therein.

Reed & Brown, Esquires, appeared as counsel for the plaintiff;
Thomas F. Craven, Esquire, appeared as counsel for the defendant
Charles McGinnis.

F A C T .

F A C T 1

1. That Charles McCarthy is the owner in fee simple and entitled to the possession of the undivided one-half in and to the following described real estate; lying and being in the County of Carver and State of Minnesota, to-wit: The south half of the northwest quarter of section twenty two, township one hundred and seventeen, range twenty six, containing 80 acres of land, according to the government survey thereof.

2. That Charles McGinnis is the owner in fee simple and entitled to the possession of the undivided one half in and to the real estate herein-above described.

3. That the defendant State Bank of New Germany has an interest in said property as a lien holder, in the sum of \$500.00, by virtue of certain mortgage made, executed and delivered by said defendant Charles McGinnis to said State bank of New Germany, and duly recorded on January 10th, 1907, in the office of the register of deeds of said County in Book "E" of mortgages, on page 319, and that the lien of the said State Bank of New Germany is an incumbrance upon the undivided one half interest of said defendant Charles McGinnis, in and to the real estate hereinbefore described.

4. That there is no other lien or incumbrance thereon except the lien of said defendant State Bank of New Germany hereinbefore described, nor are there any other person or persons other than said defendants interested in or having any claim whatsoever to said premises or any part thereof as owners or otherwise.

5. That partition of said premises can be made without great prejudice to the owners thereof.

6. That said defendant Charles McGinnis has paid taxes on said premises in the sum of \$340, and that said plaintiff Charles McCarthy has paid no part or portion thereof.

7. That said defendant Charles McGinnis has expended the sum of \$1000.00 in improving said premises by the erection and construction of buildings thereon, and expended the further sum of \$100.00 in fencing, ditching, clearing and otherwise improving said premises, and by such improvements has enhanced the value of said premises to the extent of \$1100, no part of which the plaintiff Charles McCarthy has ever paid; in consequence of which the said defendant Charles McGinnis is entitled to a lien upon the portion of said premises allotted to said plaintiff Charles McCarthy, for one half of said amounts.

8. That said Charles McGinnis cleared between 25 and 30 acres of said premises, and expended in so doing money and labor to the amount of about the sum of \$250; that he took and converted to his own use the wood from the premises so cleared by him of a value equal to or more than the amount so expended in clearing said premises.

AS CONCLUSIONS OF LAW the Court finds:

1. That the plaintiff Charles McCarthy is entitled to have partition made of said premises in such manner that quality and quantity relatively considered, there be allotted and set off to him an equal one half part thereof, and that likewise there be allotted and set off to the defendant Charles McGinnis an equal one half part thereof, to be held and enjoyed by said parties severally, according to their respective rights as determined as aforesaid in this action.

2. That the defendant Charles McGinnis have a specific lien upon one half interest so allotted to the plaintiff for one half the amount expended by him in taxes and improvements, to-wit: the sum of \$720.00.

3. That John F. Boylan, John F. Kelly, and August F. Truwe, three disinterested and judicial citizens of said county, are hereby appointed as referees to make partition of said real estate and set off each share to the party entitled thereto, as heretofore determined.

Let judgement be entered accordingly.

Dated at Glencoe, Minnesota, this 14th day of May, A. D. 1908.

W. M. Morrison,
Judge of said Court.

State of Minnesota
County of Carver
Superior Court.

Chas M. Lathrop,
— vs —
Def.

Chas. M. McKinister et al

Answered Brief
ings of J. J. and
C. McKinister et al
Done

CARVER COUNTY,
FILED

MAY 16 1908,

H. O. Muehlberg, Clerk.

(579)

State of Minnesota,
County of Carver,

District Court,
Eighth Judicial District.

Charles McCarthy, Plaintiff.

-vs-

Charles McGinnis, and
The State Bank of New Germany,
Defendants.

We, the undersigned John F. Boylan, John F. Kelly and August F. Truwe, three disinterested and judicious citizens of said County of Carver, who have been duly appointed by as said Court as Referees to make partition of the real estate involved in said above entitled matter and to set off the share of said estate to the party entitled thereto, do respectfully state and show to this Court:

1. We hereby certify that we have duly qualified as such referees and have duly taken the oath to fairly and impartially perform the duties involved upon us as such referees prior to the partition of said real estate.

2. We further certify that we find that Charles McCarthy the above named plaintiff is entitled to and we hereby allot to him and set off as his share of said real estate the following described real estate situate, lying and being in the County of Carver, and State of Minnesota and described as follows

to-wit:

The West One Half ($W\frac{1}{2}$) of the South One Half ($S\frac{1}{2}$) of the North West Quarter ($NW\frac{1}{4}$) of Section Twenty-two (22), Township One Hundred and Seventeen (117), Range Twenty-six (26).

3. We further certify that we find that Charles McGinnis one of the above named defendants is entitled to and we hereby allot to him and set off as his share of said real estate the following described real estate situate, lying and being in the County of Carver, and State of Minnesota and described as follows to-wit:

The East One Half ($E\frac{1}{2}$) of the South One Half ($S\frac{1}{2}$) of the North West Quarter ($NW\frac{1}{4}$) of Section Twenty-two (22), Township One Hundred and Seventeen (117), Range Twenty-six (26).

4.

4. We find that Charles McGinnis is entitled to have a specific lien upon the ~~sum~~ portion of said real estate allotted to said Charles McCarthy for the sum of \$720.00 as set forth in paragraph two of the Conclusions of Law found by the Court:

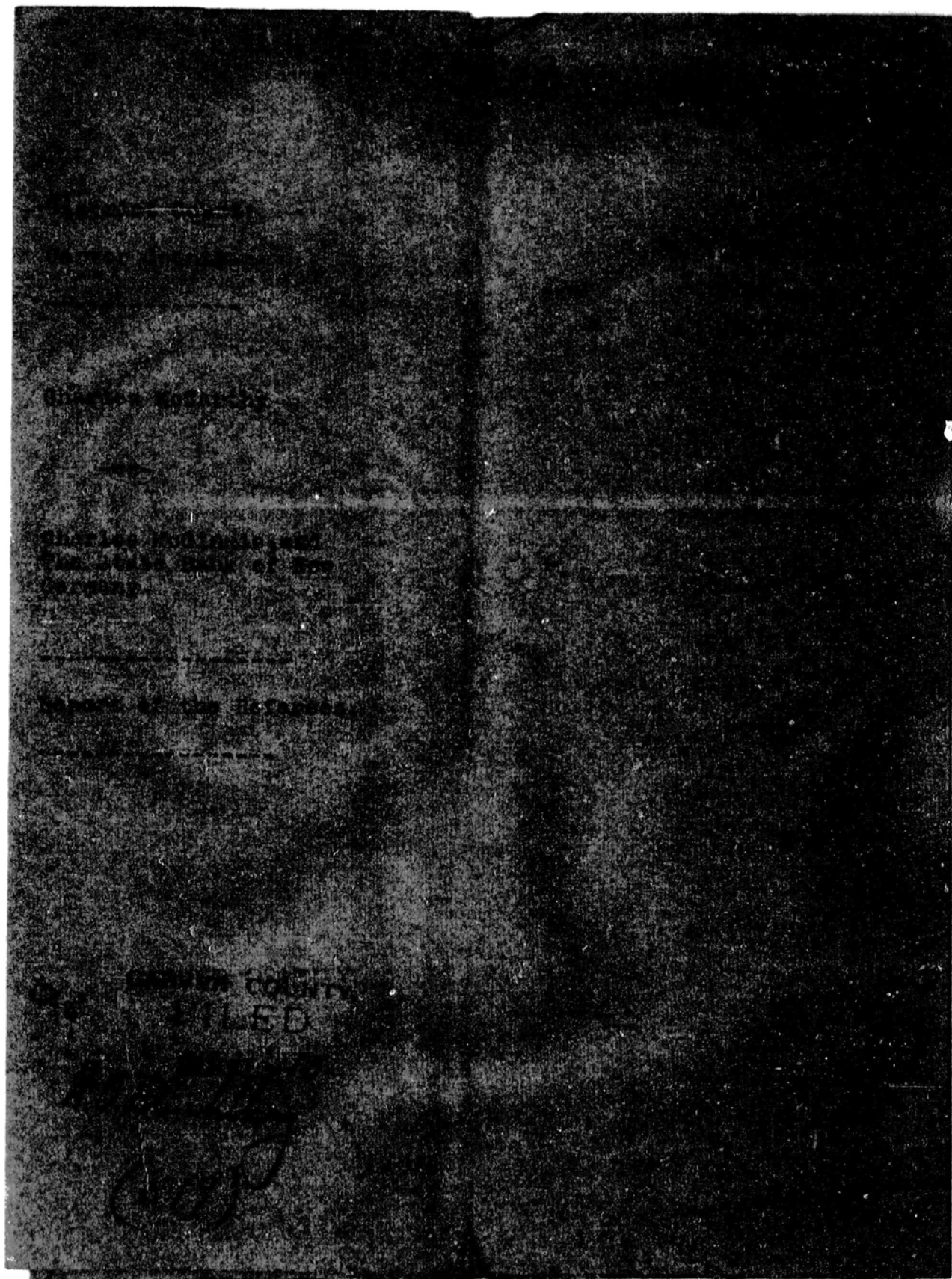
5. We find that defendant the State Bank of New Germany is entitled to the amount as set forth in paragraph three of the Findings of Fact of said Court and that lien is an incumbrance upon that part of said real estate allotted to defendant Charles McGinnis.

6. We also find that the buildings on the portion of said real estate allotted to said Charles McGinnis are equal in value to the timber growing upon that portion of the real estate allotted to said Charles McCarthy.

7. We find nothing further in said matter and we hereby submit the above as our final report therein and we respectfully ask that said Court give us our final discharge.

Dated at Watertown, Minnesota, this 8th day of September, 1910.

J. F. Boylan
J. E. Kelly
August F. Puro



State of Minnesota

District Court

County of Carver

Eighth Judicial District

Charles McCarthy,

Plaintiff

vs

Charles McGinnis and State Bank of
New Germany, Defendants

To the above named defendants and to J. Os.

Craven, Attorney for Defendant Charles McGinnis:

Please take notice that on the pleadings and papers on file in this action and the report of the referees appointed herein, which report was filed on the 21st day of September 1910. I shall move the Court at the General term thereof being held, at the court room in the court-house in the City of Glenska, Minnesota, on the 20th day of March 1912 at one o'clock P.M. or as soon thereafter as counsel can be heard, that said report be confirmed, and final judgment rendered thereon, and for such other relief as may be just.

G. W. Brown
Attorney for Plaintiff
Glencoe, Minn.

State of Minnesota
County of Carver
District Court
Eighth Judicial District

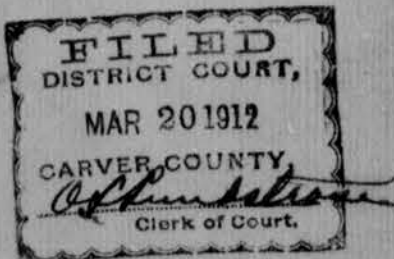
Charles McCarthy,
Plaintiff

vs
Charles McQuinn,
Defendant.

Notice of Motion.

Due and personal
service of the within
notice of motion is
hereby admitted this
20th day of March 1912.

C. J. McQuinn
Defendant.



State of Minnesota

District Court

County of Carver

Eighth Judicial District.

Charles McCarthy,

Plaintiff)

vs

Charles McGinnis and
State Bank of New Germany,

Defendants)

Decree.

The above entitled matter came on to be heard before the above named court at a general term thereof held at Chaska, Minnesota, at one o'clock P.M. March 20th 1912: G.W.Brown Esq., appeared for plaintiff herein, and defendant Charles McGinnis appeared in person in his own behalf.

After examining all the pleadings and proceedings on file herein and upon the report of the referees appointed to make partition of the premises in this action by order dated the 14th day of May 1908 which report was duly filed September 21st 1910,

Now, upon motion of G.W.Brown Esq., attorney for plaintiff, It is hereby ordered and adjudged that said report be and hereby is confirmed and that final judgment herein be entered decreeing that the partition reported by said referees be firm and effectual forever. That to said plaintiff Charles McCarthy be and hereby is assigned that part of the premises described in the pleadings herein, to-wit: The West One-half of the South One-half of the North-west Quarter of Section Twenty-two in Township One Hundred Seventeen, north of Range Twenty-six West in the County of Carver and State of Minnesota; that to defendant Charles McGinnis be and hereby is assigned that part of the premises described in the pleadings herein, to wit : The East Half of the South Half of the North-west Quarter of Section Twenty-two, in Township One Hundred Seventeen, North of Range Twenty-six West in said County of Carver, Minnesota. That said defendant Charles McGinnis have and hereby is declared to have a specific lien upon the premises so assigned to said plaintiff viz: said West Half of the South Half of the North-west Quarter of Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six, ^{Carver County, Minnesota} in the sum of \$720.00 for taxes paid and improvements made by said defendant. That plaintiff's attorney G.W.Brown have and hereby is declared to have a specific

lien in the sum of \$171.00 upon said premises so assigned to plaintiff
viz: The West Half of the South Half of the North-west Quarter of
Section Twenty-two, Township One Hundred Seventeen, Range Twenty-
six, in Carver County Minnesota, for his attorney's fees and costs
in said action. ~~That the mortgage held by said defendant State~~
~~Bank of New Germany, referred to in the complaint herein, be and~~
~~hereby is declared to be an incumbrance only upon the premises so~~
~~assigned to defendant herein viz: The East Half of the South Half~~
~~of Section Twenty-two, Township One Hundred Seventeen, Range Twenty~~
~~six in Carver County Minnesota.~~ And that each of said parties to
this action be and hereby is forever barred from any and all right,
title, interest and estate in and to any and all of said lands, except
in and to the particular tract set off to him, and except as otherwise
appearing in this Order.

Dated at Chaska, Minnesota
this 20th day of March 1912.

H. V. Morrison
Judge

FILED
DISTRICT COURT,
MAR 20 1912
CARVER COUNTY,
P. L. Lundstran
Clerk of Court.

Right

Judicial District.

Charles Mc Ginnis and
State Bank of New Germany Dependents

<i>Amount of Judgment or Verdict,</i>	-	-	-	-	-	-	\$	
<i>Interest on same from the.....day of.....1.....</i>							\$	
COSTS AND DISBURSEMENTS.								
<i>Statutory Costs,</i>	-	-	-	-	-	-	\$	10 ^{<u>00</u>}
<i>Affidavits,</i>	-	-	-	-	-	-	\$	5 ^{<u>0</u>}
<i>Acknowledgments,</i>	-	-	-	-	-	-	\$	
<i>Sheriff's Fees,</i>	-	-	-	-	-	-	\$	
<i>Jury Fees,</i>	-	-	-	-	-	-	\$	
<i>Clerk's Fees (to be taxed),</i>	-	-	-	-	-	-	\$	2 ^{<u>29</u>}

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

[illegible]

The above Bill of Costs and Disbursements taxed and allowed at - - \$ 19.39

Dated March 23rd 1912

Total Amount, \$ 100.00
Lundstrom Clerk

County of Deer } 38.

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 _____ in said action, and was duly sworn, and testified on the trial of said action, on behalf of said _____. 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

20th day of March 1902

V. L. Lundstrame
Clerk District Court
Notary Public
County Minn.

NOTICE OF TAXATION OF COSTS.

State of Minnesota,
County of Carr } ss.

DISTRICT COURT,

Eight

Judicial District.

State of Minnesota

Charles McCarty Plaintiff

vs

Charles McQuinn and
First Bank of New Germany Defs.

Sir: Please Take Notice, That on the 23rd day of Nov 1902
at one o'clock P.M., application will be made to H. Lundsten Esq.,
Clerk of said Court, at his office in the County of Carr in the City of
of Asoka in the County of Carr 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 Nov 20th 1902

Yours respectfully,

Charles McQuinn and

H. Lundsten

To Ans Carr

Attorney for Plaintiff

Attorney for Defendant

District Court,

Eight Judicial District,
County of *Cass*

Charles McCauley
Plaintiff

vs
Charles McCauley
and State Bank of West
Young

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 *10th*

day of *April* 19*02* at

Charles McCauley

J. M. McCauley
Attorney for Defendant

Filed this *20* day of *March*

A.D. 19*02*

O. Lundström
Clerk.

State of Minnesota

District Court

County of Carver

Eighth Judicial District.

Charles McCarthy,

Plaintiff

vs

Charles McGinnis and State Bank of New Germany, Defendants.

Judgment
-o-o-o-o-

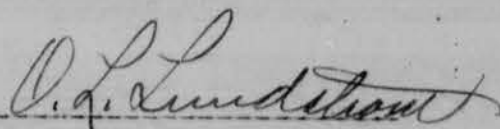
The above named court having made its order in the above entitled matter on the 14th day of May 1908 appointing referees to make partition of the real estate described in the pleadings in this action and to make their report to this court, which report of said referees was duly filed in this court on the 21st day of September 1910, and this Court having further ordered that the said report of the said referees be confirmed and that final judgment be entered decreeing that the partition as reported by said referees be firm and effectual forever, which later order of this court was dated March 20th 1912,

NOW, THEREFORE, upon motion of G.W. Brown Esq., counsel for the above named plaintiff Charles McCarthy, it is ordered and adjudged that the report of said referees appointed by this court be, and hereby is, confirmed; that the partition made by said referees be, and hereby is, declared to be firm and effectual forever; that to said plaintiff Charles McCarthy be and hereby is assigned that part of the premises described in the pleadings herein, to wit: The West Half of the South Half of the North-west Quarter of Section Twenty-two in Township One Hundred Seventeen, Range Twenty-six in Carver County Minnesota; that to said defendant Charles McGinnis be and hereby is assigned that part of the premises described in the pleadings herein, to wit: The East Half of the South Half of the North-west Quarter of Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six in Carver County Minnesota, that said defendant Charles McGinnis have and hereby is declared to have a specific lien upon said East Half of the South Half of the North-west Quarter of Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six in Carver County, Minnesota, in the sum of \$720.00 for taxes paid

and improvements made by said defendant, that plaintiff's attorney, G.W. Brown have and hereby is declared to have a specific lien in the sum of \$171.00 upon said West Half of the South Half of the North-west quarter of Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six in Carver County Minnesota, for his attorney's fees and costs in said action; (~~That the mortgage held by said defendant State Bank of New Germany, referred to in the complaint herein, be and hereby is declared to be an incumbrance only upon the premises so assigned to defendant herein viz: the East Half of the South Half of the North west quarter of Section Twenty-two, Township One Hundred Seventeen, Range Twenty-six Carver County Minnesota.~~) and that each of said parties to this action be and hereby is forever barred from any and all right, title, interest and estate in and to any and all of said lands, except in and to the particular tract set off to him, and except as otherwise appearing herein.

Dated at Chaska, Minnesota this ^{26th} day of March 1912.

By order of the Court



Clerk of said Court.

DISTRICT COURT,

County of Larimer

Charles M. McCarthy
Plaintiff

AGAINST

Charles M. Lewis ³¹
State Bank of New Germany
Defendants

JUDGMENT ROLL.

Filed March 26 A. D. 1902

O. L. Lundstrom
Clerk of the District Court.

No. 1071.

No. 3103

DISTRICT COURT,
CARVER COUNTY, MINN.

Great Northern Railway
Company Plaintiff.

vs.

John Johnson Wilhelm Thonstad
Defendant.

Rome H. Brown & Charles A. West
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry October 5th 1907

Register of Actions "D" Page 520

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

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

I hereby certify and return, that on the 16th day of September 1907, at the Town of Waconia in the County of Carver in said state, I served the within Summons, Complaint Motion and Affidavit upon the within named defendant, John Jansen by then and there handing to and leaving with him personally a true copy of said Summons Complaint Motion and Affidavit.

I further certify and return that on the 16th day of September 1907, in the County and State aforesaid, I served the Summons and Complaint Motion and Affidavit hereto attached upon Wilhelm Thom one of the defendant's therein named personally, by then and there leaving a true and correct copy of said Summons, Complaint Motion and Affidavit, at the house of the usual abode of said defendant, with a person of suitable age and discretion then resident therein, to-wit: with Ottilia Thom wife of said defendant.

I further certify and return, that at Town of Waconia in the County and State aforesaid, on the 16th day of September 1907, I served the Summons, Complaint Motion and Affidavit hereto attached upon Charles Heldt one of the defendant's therein named personally, by leaving a true and correct copy of said Summons Complaint Motion and Affidavit at the house of the usual abode of said defendant, with a person of suitable age and discretion then resident therein, to-wit: with Katy Heldt wife of said defendant.

Dated the 17th day of September 1907.

Service \$3.00
Travel \$3.60
Total \$6.60

G. A. Gatz
Sheriff of Carver County,
Minnesota.

1 STATE OF MINNESOTA,
2 COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

3 -----
4 Great Northern Railway Company, Plaintiff,

5 -vs-

6 John Johnson, Wilhelm Thom and
7 Charles Heldt, Defendants.
8 -----

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10 To the above named defendants and to each of them:

11 You and each of you will please take notice that the
12 above named plaintiff will, upon the 28th day of September,
13 A. D. 1907, at the hour of twelve o'clock noon, or as soon
14 thereafter as counsel can be heard, apply to the Honorable
15 P. W. Morrison, Judge of said court, at his chambers in the
16 Court House in the Town of Norwood, County of Carver, and State
17 of Minnesota, for an order granting to said plaintiff a temporary
18 injunction against you and each of you, restraining and enjoining
19 you and each of you from leaving the gates described in the com-
20 plaint attached hereto, or either or any of them, open, and
21 ordering and directing you and each of you and your agents,
22 servants and employes, and each of them, to close the gates
23 described in said complaint, and each of them, as you and each
24 of you use and enjoy the crossings and causeways described in
25 the complaint herein in passing over and across the railway
26 and strips of land described therein, and restraining you
27 and each of you, your agents, servants and employes from destroy-
28 ing or injuring in any way the gates, locks, chains or materials
29 of which said gates and locks are constructed, and for such other
30 relief as to the court may seem equitable and proper.

31 Said motion will be based upon the complaint of said plain-
32 tiff and the affidavit of Paul Zinter, attached hereto, and
33 upon all the files and records in this action, and upon such
34 testimony as may be produced at the hearing of said motion. The

1 grounds upon which said motion will be based are set forth in
2 the complaint attached hereto, and upon the further grounds that
3 the acts of the defendants and each of the same therein recited
4 will, if permitted, during the pendency of the litigation herein,
5 work injury to the plaintiff, and that defendants and each of
6 the same are about to do and are doing and are threatening and
7 are procuring and are suffering to be done acts in violation
8 of the rights of the plaintiff respecting the subject of this
9 action, and that said acts will tend to make the judgment herein
10 ineffectual unless a temporary injunction be granted herein.

11 Dated Minneapolis, Minn., September 10th, 1907.

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13 *Rowe G. Brown & Charles S. Abbott*
14 Attorneys for Plaintiff,
15 1006 Guaranty Building,
16 Minneapolis, Minn.
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1
2 STATE OF MINNESOTA
3 COUNTY OF HENNEPIN.^{ss.}

4 Paul Zinter being first duly sworn, on his oath doth
5 depose and say that ~~em~~ he is twenty-nine years of age, and that
6 he is now and for more than five years last past has been
7 employed by the Great Northern Railway Company as section fore-
8 man upon the line of said railway company known as the Hutchinson
9 branch; that his section is located in the County of Carver,
10 State of Minnesota, and that said sections begins at mile post
11 40 , which is 40 miles from the City of St. Paul on said
12 Hutchinson branch and extends from said mile post 40 to mile
13 post 47, which said mile post 47 is 47 miles from the City of
14 St. Paul on said Hutchinson branch; that as said section foreman
15 it is the duty of said affiant to examine and ascertain the
16 condition of the fences along the right of way of said railway
17 company, and to examine and note the condition of all gates in
18 the fences along said right of way and to note when and where
19 cattle or other animals stray upon the right of way of said
20 railway company and through what gates and openings; that along
21 the right of way of said railway company between said mile post
22 40 and said mile post 47 are located the farms of John Johnson,
23 Wilhelm Thom and Charles Heldt; that the farm which is and
24 during all the times herein mentioned has been operated by the
25 said John Johnson adjoins the right of way of said Great Northern
26 Railway Company upon the north side thereof, and is located in
27 the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 116,
28 Range 25; that the farm which is and during all the times
29 hereinafter mentioned has been operated by the said Wilhelm
30 Thom adjoins the right of way of said Great Northern Railway Com-
31 pany upon the north side thereof and is located in the Southeast
32 1/4 of Section 4, Township 116, Range 25; that the farm which is
33 now and during all the times hereinafter mentioned has been

1 operated by the said Charles Heldt lies in Lot 9 and in the
2 Southeast 1/4 of the Southwest 1/4, Section 24 Township 116,
3 Range 25, and is crossed by the right of way of said Great
4 Northern Railway Company; that all of said above described
5 lands are situated and located in the County of Carver in said
6 State of Minnesota; that the above named John Johnson, Wilhelm
7 Thom and Charles Heldt are now and during all said times have
8 been in possession of said farms and are living upon the same
9 and operating the gates opening from said farms onto the right
10 of way of said Great Northern Railway Company, that is to say,
11 that the said John Johnson has been operating the gate leading
12 from his farm and the said Wilhelm Thom has been operating the
13 gate leading from his farm and the said Charles Heldt has
14 been operating the gate leading from his farm; that on
15 prior to the 1st day of June, 1906, there was constructed on the
16 right of way of said Great Northern Railway Company at a point
17 approximately 2500 feet west of mile post 40 a private crossing
18 leading from the farm of John Johnson across the right of way
19 of said railway company to the farm which has been and is now
20 operated by John Nelson; that the said farm of said John Johnson
21 is bounded on the south by the right of way of said railway
22 company; that between said right of way of said Great Northern
23 Railway Company and said farm of said John Johnson there is
24 and during all the times herein mentioned has been a fence
25 with but one opening in said fence and that said opening
26 was the opening at the private crossing leading from said
27 Johnson's farm to said Nelson's farm; that said gate
28 and said fence, when said gate is closed, are sufficient to
29 keep cattle and horses off of the right of way of said Great
30 Northern Railway Company; that in the month of September,
31 1903, this affiant was instructed by P. L. Clarity, Superinten-
32 dent of the Terminal Division of said Great Northern Railway
33 Company, to place upon the gate at said private crossing
34 between said Johnson's farm and said Nelson's farm and on the

1 north side of said right of way a chain and to fasten said gate
2 by said chain and a lock and to deliver to said Johnson the
3 keys to said lock; that pursuant to said instructions affiant
4 did, in the month of September, 1903, close said gate in said
5 fence between the right of way of said railway company and the
6 farm of said Johnson and did fasten said gate to said fence
7 by an iron chain and did hold said chain together by a lock
8 connecting the ends of said chain and did lock said lock and
9 thereby did fasten said gate so that the same could not be
10 opened without unlocking said lock or breaking the chain
11 connecting said gate and said fence; and that this affiant
12 did then take two keys which would unlock and lock said lock
13 and did deliver the same to said John Johnson upon the same day
14 that this affiant did shut said gate and fasten it; and this
15 affiant did then and there notify said John Johnson that he
16 must thereafter at all times keep said gate fastened and closed
17 except at such times when he desired to pass through and across
18 said crossing, and that he should then lock said gate immediately
19 after he had passed through and across said crossing; that the
20 crossing leading from said Johnson's farm to said Nelson's farm
21 was a farm crossing and was not a public crossing, and that said
22 crossing was made across said right of way for the convenience
23 of said John Johnson in going from his said farm across said
24 right of way to the said farm of said John Nelson, and for the
25 convenience of said John Nelson in crossing from his said farm
26 to the farm of said John Johnson; that subsequent to the
27 providing by said Great Northern Railway Company of said lock
28 and the delivery of said keys to said Johnson and on many and
29 repeated occasions, the said John Johnson has allowed said gate
30 to be and remain open for days at a time and does now allow
31 said gate to stand open; that the said John Johnson does not
32 close said gate and has not closed the same at any time sub-
33 sequent to said month of September, 1903, ~~so far as this affiant~~
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1 knows and that this affiant has on many and repeated occasions
2 since said time closed said gate himself and has notified
3 the said John Johnson to keep said gate closed and to lock
4 the same, but that the said John Johnson refuses either to close
5 said gate or to lock said gate; that by reason of the failure
6 of said John Johnson to keep said gate closed, and by reason
7 of the failure of said John Johnson to keep said gate locked
8 horses and cattle are allowed to stray out upon the right of way
9 of said Great Northern Railway Company and thereby to endanger
10 the lives of passengers riding upon the trains of said Great
11 Northern Railway Company by reason of a collision which might
12 occur at any time with said animals straying upon said track,
13 and by reason of the danger of collision between said animals
14 and the trains of said Great Northern Railway Company the safety
15 of the trains, both freight and passenger, is greatly imperiled
16 and has been during all said times since said month of September,
17 1903; that this affiant did, on or about the 22nd or 23rd day
18 of November, 1906, again notify the said John Johnson to close
19 and lock said gate and to keep said gate closed except when
20 he, the said John Johnson, was passing through the same, but
21 that the said John Johnson did refuse to keep said gate so
22 closed and has never closed the same since said 22nd or 23rd
23 day of November, 1906, but, on the contrary, persists in leaving
24 said gate open and that he has at all times refused to allow
25 this affiant or to allow any one representing said Great Northern
26 Railway Company to keep said gate closed, and that said Johnson
27 threatens to and will, as this affiant verily believes, continue
28 at all times to open said gate and to leave said gate open
29 and unclosed and will continue to prevent this affiant and any
30 one representing said Great Northern Railway Company from keeping
31 said gate closed, and this affiant states and believes the fact
32 to be that if said gate is allowed to remain open that it will
33 endanger the safety of the railway of said Great Northern Railway
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1 Company, the operation of the trains and cars thereon as well as
2 the employes of said Great Northern Railway Company and the
3 traveling public thereover;

4 That prior to the 1st day of June, 1906, there was
5 constructed on the right of way of said rail ay company at a
6 point approximately ^{2400 feet} west of mile post 42 a private farm crossing
7 leading from the farm of said Whilhelm Thom across the right of
8 way of said railway company to the farm which has been and is now
9 operated and in the possession of Christopher Simon; that the
10 said farm of said Thom is bounded on the south by the right of
11 way of said railway company; that between said right of way
12 of said railway company and said farm of said Thom there is
13 and during all the times herein mentioned has been a fence
14 with but one opening in said fence and that said opening was the
15 opening at the private crossing leading from said Thom's farm to
16 said Simon's farm; that at said opening there was and during
17 all said times has been a gate; that said gate and said fence
18 are, when said gate is closed, sufficient to keep cattle and horses
19 off of the right of way of said railway company; that at the
20 same time this affiant was instructed by said Clarity to place
21 a lock and chain upon the gate at the crossing between said
22 Johnson's farm and Nelson's farm he was instructed in like manner
23 to place a, lock and chain upon the gate at the crossing leading
24 from said Thom's farm and to deliver to said Thom keys to
25 said lock; that pursuant to said instructions affiant did,
26 in the month of September, 1903, close said gate in said fence
27 between the right of way of said railway company and the farm
28 of said Thom and did fasten said gate to said fence by an iron
29 chain and did hold said chain together by a lock connecting
30 the ends of said chain and did lock said lock and thereby did
31 fasten said gate so that the same could not be opened without
32 unlocking said lock or breaking the chain connecting said gate
33 and said fence; and that this affiant did then take two keys
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1 which would unlock and lock said lock and did deliver the same
2 to said Wilhelm Thom upon the same day that this affiant shut
3 said gate and fastened it; that this affiant did then and
4 there notify said Thom that he must thereafter at all times
5 keep said gate fastened and closed except at such times when
6 he desired to pass through and across said crossing, and that
7 he should then lock said gate immediately after he had passed
8 through said gate opening; that the crossing leading from said
9 Thom's farm to said Simon's farm was a farm crossing and was not
10 a public crossing, and that said crossing was made across
11 said right of way for the convenience of said Thom in going
12 from his said farm across said right of way to the said farm
13 of said Simon, and for the convenience of said Simon in crossing
14 from his said farm to the farm of said Wilhelm Thom; that sub-
15 sequent to the providing by said railway company of said lock
16 and the delivery of said keys to said Thom and on many and
17 repeated occasions, the said Thom has allowed said gate to be
18 and remain open for days at a time and does now allow said gate
19 to stand open; that the said Thom does not close said gate
20 and has not closed the same at any time subsequent to said month
21 of September, 1903; ~~so far as this affiant knows~~, and that this
22 affiant has on many and repeated occasions since said time
23 closed said gate himself and has notified the said Thom to keep
24 said gate closed and to lock the same, but that the said Thom
25 refuses either to close said gate or to lock said gate; that
26 by reason of the failure of said Thom to keep said gate closed,
27 and by reason of the failure of said Thom to keep said gate
28 locked horses and cattle are allowed to stray out upon the right
29 of way of said railway company and thereby to endanger the lives
30 of passengers riding upon the trains of said railway company by
31 reason of collisions which might occur at any time with said
32 animals straying upon said track, and by reason of the danger
33 of collision between said animals and the trains of said
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1 railway company the safety of the trains, both freight and
2 passenger, is greatly imperiled and has been during all said
3 times since said month of September, 1903; that this affiant did,
4 on or about the 22nd or 23rd day of November, 1906, again
5 notify the said Thom to close and lock said gate and to keep said
6 gate closed except when he, the said Thom, was passing through
7 the same, but that the said Thom did refuse to keep said gate so
8 closed and has never closed the same since said 22nd or 23rd day
9 of November, 1906, but, on the contrary, persists in leaving
10 said gate open and that he has at all times refused to allow
11 this affiant or to allow any one representing said railway
12 company to keep said gate closed, and that said Thom threatens
13 to and will, as this affiant verily believes, continue at all
14 times to open said gate and to leave said gate open and unclosed,
15 and will continue to prevent this affiant and any one represent-
16 ingsaid railway company from keeping said gate closed, and this
17 affiant states and believes the fact to be that if said gate is
18 allowed to remain open that it will endanger the safety of the
19 railway of said Great Northern Railway Company, the operation
20 of the trains and cars thereon as well as the employees of said
21 railway company and the traveling public thereover;

22 That prior to the 1st day of June, 1906, there was con-
23 structed on the right of way of said railway company at a point
24 approximately 1800 feet east of mile post 43 a private farm
25 crossing leading from the farm of said Heldt across the right of
26 way of said railway company to another portion of said Heldt's
27 farm; that the farm of said Heldt is divided by the right of
28 way of said railway company, and that there is on each side of
29 said right of way and between said right of way and the farm of
30 said Heldt a fence, with but one opening in said fence on the
31 north side and but one opening in said fence on the south side
32 of said right of way, and that said openings were the openings at
33 the private farm crossing leading from the north part of said
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1 Heldt's farm to the south portion thereof; that said gate and
2 said fence on the north side of said right of way and said gate
3 and said fence on the south side of said right of way are,
4 when said gates are closed, sufficient to keep cattle and
5 horses off of the right of way of said railway company; that at
6 the same time this affiant was instructed by said Clarity to
7 place locks and chains upon the gates at the farm crossings
8 at said Johnson's farm and said Thom's farm, he was instructed
9 to fasten the said gates at said crossing leading from the north
10 portion of said Heldt's farm and the south portion of said
11 Heldt's farm and across the right of way of said railway company
12 by chains and locks and to deliver to said Heldt the keys to
13 said locks; that pursuant to said instructions affiant did,
14 in the month of September, 1903, close said gates in said
15 fences between the right of way of said railway company and the
16 farm of said Heldt, and did fasten said gates and said fences
17 by iron chains and did hold said chains together by locks
18 connecting the ends of said chains and did lock said locks and
19 thereby did fasten said gates so that the same could not be
20 opened without unlocking said locks or breaking the chains
21 connecting said gates and said fences; and that this affiant
22 did then take two keys which would unlock and lock said gate on
23 the north side of said right of way and two keys which would
24 unlock and lock the gate on the south side of said right of way,
25 and did deliver the same to said Heldt upon the same day that
26 this affiant did shut said gates and fasten them; and this
27 affiant did then and there notify said Heldt that he must
28 thereafter at all times keep said gates fastened except at such
29 times when he desired to pass through and across said crossing,
30 and that he should then lock said gates immediately after he
31 had passed through said gate openings at said crossing; that
32 the crossing leading across said right of way from the north
33 portion of said Heldt's farm to the south portion thereof was a
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1 farm crossing and was not a public crossing, and that said
2 crossing was made across said right of way for the convenience
3 of said Heldt in going from the north portion thereof to the
4 south portion thereof and returning; that subsequent to the
5 providing by said railway company of said locks and the delivery
6 of said keys to said Heldt and on many and repeated occasions,
7 the said Heldt has allowed said gates to be and remain open for
8 days at a time and does now allow said gates to stand open;
9 that the said Heldt does not close said gates and has not closed
10 the same at any time subsequent to said month of September, 1903;
11 ~~so far as this affiant knows~~, and that this affiant has on many
12 and repeated occasions since said time closed said gates himself
13 and has notified the said Heldt to keep said gates closed and to
14 lock the same, but that the said Heldt refuses either to close
15 said gates or to lock the same; that by reason of the failure of
16 said Heldt to keep said gates closed and by reason of the failure
17 of said Heldt to keep said gate locked horses and cattle and
18 other animals are allowed to stray out upon the right of way of
19 said railway company and thereby to endanger the lives of
20 passengers riding upon the trains of said railway company by
21 reason of collisions which might occur at any time with said
22 animals straying upon said track, and by reason of the danger
23 of collision between said animals and the trains of said
24 railway company the safety of the trains, both freight and
25 passenger, is greatly imperiled and has been during all said
26 times since said month of September, 1903; that this affiant
27 did on or about the 22nd or 23rd day of November, 1906, again
28 notify the said Heldt to close and lock said gates and to keep
29 said gates closed except when he, the said Heldt was passing
30 through the same, but that the said Heldt did refuse to keep said
31 gates so closed and has never closed the same since said 22nd
32 or 23rd day of November, 1906, but, on the contrary, persists
33 in leaving said gates open and that he has at all times refused
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1 to allow this affiant or to allow any one representing said
2 railway company to keep said gates closed, and that said Heldt
3 threatens to and will, as this affiant verily believes, continue
4 at all times to open said gates and to leave said gates open and
5 unclosed, and will continue to prevent this affiant and any one
6 representing said railway company from keeping said gates
7 closed, and this affiant states and believes the fact to be that
8 if said gates are allowed to remain open that it will endanger
9 the safety of said railway of said Great Northern Railway Company,
10 the operation of the trains and cars thereon as well as the
11 safety of the employees of said railway company and the traveling
12 public thereover.

13 Paul Finter
14

15
16 Subscribed and sworn to before me this 10th day of September, 1907.

17 Margaret Bevan
18 Notary Public,
19 Hennepin County, Minnesota.

20 My commission expires
21 Jan. 26th 1912.
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1 STATE OF MINNESOTA,
2 COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

3 -----
4 Great Northern Railway Company, Plaintiff,

5 -VS-

6 John Johnson, Wilhelm Thom and
7 Charles Heldt, Defendants.

8 -----
9 THE STATE OF MINNESOTA, to the above named defendants and
10 each of them:

11 You and each of you are hereby summoned and required to
12 answer the complaint of the plaintiff in the above entitled
13 action, a copy of which is hereto annexed and herewith served
14 upon you, and to serve a copy of your answer thereto upon the
15 subscribers at their office in the City of Minneapolis, County of
16 Hennepin and State of Minnesota, within twenty (20) days after
17 the service of this summons upon you, exclusive of the day of such
18 service. If you fail to answer the complaint of the plaintiff
19 within such time, the plaintiff will apply to the above named
20 court for the relief demanded therein.

21 Dated, Minneapolis, Minn., September 10th, 1907.

22
23 *Robert L. Brown & Charles S. Albert*
24 Attorneys for Plaintiff,
25 1006 Guaranty Building,
26 Minneapolis, Minnesota.
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1 STATE OF MINNESOTA,
2 COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

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4
5 Great Northern Railway Company,

Plaintiff,

6
-vs-

7 John Johnson, Wilhelm Thom and
8 Charles Heldt,

Defendants.

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10
11 COMPLAINT.

12 Now comes the above named plaintiff, and for its
13 complaint against the above named defendants and each of them,
14 alleges:

15 1. That it is now and during all the times herein
16 mentioned has been a corporation duly created, organized and
17 existing under and by virtue of the laws of the State of Minne-
18 sota;

19 2. That the St. Paul, Minneapolis and Manitoba Railway
20 Company is now, and during all the times mentioned, has been a
21 corporation duly created, organized and existing under and by
22 virtue of the laws of Minnesota, and that it is now and has been
23 during all said times the owner in fee simple of the following
24 described real estate situated in the County of Carver, State of
25 Minnesota, to-wit:

26 A strip of land 100 feet wide, being 50 feet on each
27 side of the center line of the railway of the said St. Paul,
28 Minneapolis and Manitoba Railway Company, extending across from
29 the East side of the Northwest quarter of Section 2, Township 116,
30 Range 25, in said County of Carver, to the South side thereof;

31 A strip of land 100 feet wide, being 50 feet on each side
32 of the center line of the railway of said St. Paul, Minneapolis
33 and Manitoba Railway Company, extending across from the East side
34 of the Southeast quarter of Section 4, Township 116, Range 25, in

1 said Carver County, to the West side thereof; and

2 A strip of land 100 feet wide, being 50 feet on each
3 side of the center line of the railway of said St. Paul, Minne-
4 apolis and Manitoba Railway Company, extending across from the
5 East side of Lot 9, and the Southeast quarter of the Southwest
6 quarter of Section 2, Township 116, Range 25, in said Carver
7 County, to the West side thereof, excepting that portion of
8 said Lot 9 and said Southeast quarter of the Southwest quarter
9 described in a certain deed, dated June 25, 1886, from Gottlieb
10 Lake to Gottfried Steinkraus, being recorded in Book 4 of Deeds
11 at Page 190 in the office of the Register of Deeds of said Carver
12 County;

13 3. That by an instrument dated February 1, 1890, and
14 recorded in the office of the Secretary of State of Minnesota upon
15 the 9th day of May, 1890, in Book 2 of St. Paul, Minneapolis and
16 Manitoba records, page 47, the said St. Paul, Minneapolis and
17 Manitoba Railway Company did lease to this plaintiff, the said
18 Great Northern Railway Company, said strips of land hereinbefore
19 described, together with all railroad tracks and other property
20 situate thereon, for the exclusive use of said Great Northern
21 Railway Company;

22 4. That since the year 1900 the said John Johnson
23 has been and is now the owner and in possession of the Northeast
24 quarter of the Northwest quarter of Section 2, Township 116,
25 Range 25, Carver County, except the 100 foot strip hereinbefore
26 mentioned running across said Northeast quarter; that said
27 Wilhelm Thom has ever since the year 1900 been and is now the
28 owner and in possession of the Southeast quarter of Section
29 4, Township 116, Range 25, Carver County, except the 100 foot
30 strip hereinbefore mentioned running across said Southeast quarter;
31 that said Charles Heldt has ever since the year 1900 been
32 and is now the owner and in possession of Lot 9 and the Southeast
33 quarter of the Southwest quarter of Section 2, Township 116, Range
34 25, in Carver County, except a portion of Lot 9 and of the

1 Southeast quarter of the Southwest quarter described in a certain
2 deed dated June 25, 1886, from Gootleib Lake to Gottfried Stein-
3 kraus, recorded in Book 4 of Deeds, page 190, of the records in
4 the office of the Register of Deeds of said Carver County, and ex-
5 cepting the 100 foot strip hereinbefore mentioned running across
6 said Lot 9 and said Southeast quarter of said Southwest quarter;

7 5. That during the year 1886 the said St. Paul, Minne-
8 apolis and Manitoba Railway Company did construct a line of
9 railway over and across said 100 foot strips above described,
10 which said 100 foot strips were leased to said plaintiff by said
11 St. Paul, Minneapolis and Manitoba Railway Company, as herein-
12 before set forth;

13 6. Plaintiff further alleges that said railway at all
14 times since it was constructed over said strips of land as afore-
15 said, has extended and now extends from the City of St. Paul in
16 the State of Minnesota, to the City of Hutchinson in said State
17 of Minnesota, and that at said City of St. Paul said line of
18 railway connects with more than ten different lines of railway
19 extending to and through the States of North Dakota, South
20 Dakota, Iowa, Wisconsin and the Dominion of Canada; and that
21 ever since the 1st day of February 1890, said plaintiff has
22 been and now is a common carrier of freight and passengers
23 over said railway between said City of St. Paul and said City of
24 Hutchinson, and over each and every part thereof, and over said
25 100 foot strips of land, and at all of said times it has run
26 and operated over said railway and over said strips of land a
27 large number of passenger, stock and freight trains daily and
28 regularly, carrying United States mails, a large number of
29 passengers and its employees, and a large amount of freight and
30 baggage and stock, and that it will so continue to carry the same
31 for a long time indefinitely;

32 7. That about the year 1888 the St. Paul, Minneapolis
33 and Manitoba Railway Company constructed over and across the 100
34 foot strip of land hereinbefore described lying across the Northeast

1 quarter of the Northwest quarter of said Section 2, Township 116,
2 Range 25, for the exclusive use and benefit of Herman Johnson,
3 and his heirs and grantees, at a point about 2500 feet west of
4 Mile Post 40, at a proper and convenient place upon said strip
5 of land[^] causeway and crossing over said line of railway; that
6 about the year 1888 the St. Paul, Minneapolis and Manitoba Railway
7 Company constructed over and across the 100 foot strip of land
8 hereinbefore described lying across the Southeast quarter of
9 Section 4, Township 116, Range 25, for the exclusive use and
10 benefit of said defendant Wilhelm Thom, his heirs and grantees,
11 at a point about 2400 feet West of Mile Post 42 and about 480
12 feet East of the half section line of said Section 4, at a proper
13 and convenient place upon said strip of land[^] causeway and
14 crossing over said railway; that about the year 1888 the St.
15 Paul, Minneapolis and Manitoba Railway Company constructed over
16 and across the 100 foot strip of land hereinbefore described lying
17 across said Lot 9 and the said Southeast quarter of the Southwest
18 quarter of said Section 2, Township 116, Range 25, except the
19 peice theretofore deeded to the said Gootfried Steinkraus for the
20 exclusive use and benefit of Girard H. Hiehaus and Lewis Hahn,
21 and their heirs and grantees, at a point about 1800 feet East
22 of Mile post 43, about 670 feet West of the half section line
23 of said Section 4, Township 116, Range 25, at a proper and con-
24 venient place on said strip of land causeway and crossing over
25 said railway; and that all of said crossings and causeways have
26 at all times since been and are now being maintained in a
27 proper manner except as the condition of the gates and openings
28 through the same at the crossings from the farms of the said
29 defendants and each of them hereinafter set forth, have interfered
30 and do now interfere with the proper maintenance thereof;

31 8. That during the year 1888 and at the time of
32 the construction of said railway causeway and crossing as afore-
33 said, the said St. Paul, Minneapolis and Manitoba Railway Company
34

1 fenced said line of railway and the strips of land hereinbefore
2 described with a fence extending on either side of said railway,
3 and along said boundaries of said 100 foot strips and that in
4 said fence on either side of said railway and immediately
5 opposite the crossings and causeways hereinbefore described and
6 referred to, the said St. Paul, Minneapolis and Manitoba Railway
7 Company built and constructed and the said Great Northern Rail-
8 way Company has at all times since the year 1890 maintained proper
9 and necessary gates leading to and from said crossings and
10 causeways so as to give each of said defendants at their res-
11 pective crossings, as hereinbefore described, adequate and
12 convenient means of passing over said railway and said strips
13 of land from said defendants' farms and each of the same lying
14 alongside and adjacent to said strips of land;

15 9. Plaintiff further alleges that at all times since
16 the construction of said crossings and causeways as aforesaid,
17 it has been and still is the duty of each of said defendants,
18 during the times that said defendants and each of the same have
19 been the owners of and in possession of the several tracts of
20 land hereinbefore described as belonging to said defendants and
21 each of the same, to close the gates and each of them, and to
22 keep them closed at the crossings which respectively lead from
23 the respective farms of said defendants; and that it is the
24 duty of each of said defendants to close the gates and to keep
25 said gates closed, which gates are in the fences and at the
26 crossings leading from the lands owned by each of said defendants
27 respectively; but this plaintiff avers that said defendant and
28 each of the same have refused and still refuse to perform their
29 duty and the duty of each of them in that behalf;

30 10. And this plaintiff further avers that during the
31 month of September, 1903, the said plaintiff did place upon
32 the gate, at the crossing hereinbefore described, leading from
33 said Johnson's farm, a chain and did provide and attach a lock
34 thereto, and did deliver the keys thereof to said Johnson; and

1 plaintiff further avers that during the month of September, 1903,
2 the said plaintiff did place upon the gate, at the crossing
3 hereinbefore described, leading from said Thom's farm, a chain
4 and did provide and attach a lock thereto, and did deliver the
5 keys thereof to said Thom; and plaintiff further avers that
6 during the month of September, 1903, the said plaintiff did place
7 upon the gates, at the crossing hereinbefore described leading
8 from one portion of said Heldt's farm to the other portion
9 thereof, chains and did provide and attach locks thereto
10 and did deliver the keys thereof to said Heldt; and did notify
11 the said John Johnson and the said Wilhelm Thom and the said
12 Charles Heldt that they and each of them must thereafter keep
13 said gates fastened and closed, except at such times when they
14 desired to pass through and across the crossings leading from
15 their respective farms, and that thereafter said gates should
16 immediately be closed and locked; that ever since said month of
17 September, 1903, and at all times the said defendants and each of
18 the same have opened the gates leading from their respective
19 farms, and have neglected and refused to close the same, or any
20 of the same, as they, or either of them pass through the same,
21 or at any time, although often requested so to do; and that
22 said defendants, and each of the same, still neglect and refuse
23 at all times to close said gates, or either or any of the same,
24 or to allow said plaintiff to keep said gates closed, and that
25 said plaintiff during said month of September, 1903, and many
26 times since said time, has notified said defendants and each
27 of the same, and advised said defendants and each of the same
28 that it was necessary to close said gates and to keep said gates
29 closed at said crossings, in order to prevent cattle and other
30 live stock from going upon said line of railway and from passing
31 over the same at will and from remaining thereon, thereby
32 endangering the safety of plaintiff's trains and employes and
33 the traveling public thereon, and thereby causing damage to
34 live stock and freight and baggage carried by said plaintiff, but

1 this plaintiff alleges that said defendants, and each of the
2 same, have at all times since said time wilfully and maliciously
3 refused to close said gates, or either of the same, as they pass
4 through the same, or either of the same, in the use and enjoy-
5 ment of said crossings and causeways, or either of the same, and
6 has during all the times aforesaid refused and still refuse to
7 keep said gates, or either of the same closed; that during all
8 the times aforesaid since said month of September, 1903, said
9 defendants and each of the same, for the purpose of annoying and
10 harassing plaintiff and to prevent the plaintiff from keeping
11 said gates closed, have daily and hourly opened said gates, and each
12 of the same, and have continued to do so up to the present time,
13 and have refused and still refuse as aforesaid to close the same,
14 or to permit the plaintiff to keep them closed; and said plain-
15 tiff avers that ever since said month of September, 1903, said
16 defendant s and each of the same, have opened said gates leading
17 from the respective lands of each of said defendants after the
18 same have been closed by p;aintiff and continue to open the same
19 whenever they are closed by the said plaintiff, thereby endanger-
20 ing the safety of said plaintiff's trains and employes and the
21 traveling public on said railway and thereby endangering the
22 freight, live stock, baggage and express which are being trans-
23 ported daily thereon;

24 11. Plaintiff further alleges that said defendants,
25 and each of the same, threaten to and will, as this plaintiff
26 verily believes, continue at all times to open said gates and
27 each of the same, and to leave them, and each of the same,
28 open and unclosed and will continue to prevent the plaintiff
29 from keeping said gates closed, all of which will greatly
30 endanger the safety of the railway operated by said plaintiff,
31 the operation of trains and cars thereon, as well as the
32 plaintiff's employes and the traveling public thereover, and will
33 damage the freight, live stock, baggage and express carried
34

1 thereon, all to the plaintiff's great and irreparable damage,
2 and plaintiff avers that it has no adequate remedy at law.

3 WHEREFORE, said plaintiff prays that it be orde red
4 adjudged and decreed by the order of this court that the
5 said defendants, and each of them, be forever restrained and enjoind
6 from leaving said gates, or either or any of them, open, and that
7 said defendants, and each of them, and their agents, servants
8 and employes, and each of them, be ordered and directed to close
9 said gates and each of them, as they and each of said persons
10 use and enjoy said crossings and causeways in passing over and
11 across said railway and strips of land aforesaid, and that
12 said defendants, and each of them, their agents, servants and
13 employes, and each of them, be restrained by an order of this
14 court from destroying or injuring in any way said gates or the
15 locks or chains or materials of which said gates and locks are
16 constructed, and said plaintiff prays for such other and further
17 relief as may be equitable and proper, and for the costs and
18 disbursements of this action.

19 *Howe & Benson Charles S. Allard,*
20 Attorneys for Plaintiff,
21 1008 Guaranty Building,
22 Minneapolis, Minnesota.
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STATE OF MINNESOTA
COUNTY OF RAMSEY. ^{ss.}

J. W. Bobbert

being first duly sworn, on his oath doth depose and say that
he is the *Assistant Secretary* of the Great Northern
Railway Company, the plaintiff in the above entitled action, and
as such is an officer of said corporation; that he has read the
foragoing complaint and knows the contents thereof, and that
the same is true of his own knowledge.

J. W. Bobbert

Subscribed and sworn to before me this *7th* day of
September, 1907.

Eugene W. McElroy
Notary Public,
Ramsey County, Minnesota.

My commission expires *April 14, 1911*

Court No.....

Original

Office No.....

State of Minnesota,
DISTRICT COURT,
Carver
HENNEPIN COUNTY.

Great Northern Railway Co.,
Plaintiff,

vs.

John Johnson, Wilhelm Thom
and Charles Heldt,
Defendants.

SUMMONS, COMPLAINT
MOTION AND AFFIDAVIT.

ROME G. BROWN
&
CHARLES S. ALBERT,
Attorneys for Plaintiff
1006-1012 GUARANTY BUILDING,
MINNEAPOLIS, MINN.

Due and personal service of the within is hereby
admitted this _____ day of _____ 190

Attorney for _____

CARVER COUNTY,
FILED

OCT 5 1907

H.O. Muehlberg
Clerk.

(520)

LAW OFFICE OF
ROME G. BROWN
CHARLES S. ALBERT
1008-1012 GUARANTY BUILDING
MINNEAPOLIS, MINN.

Oct. 3, 1907.

Hon. P. W. Morrison,
Chaska, Minn.

Dear Sir:-

Enclosed herewith we hand you the following papers in the case of Great Northern Railway Company against John Johnson, Wilhelm Thom and Charles Heldt: Original and copy of order, original and copy of bond and original and three copies of writ. Will you kindly sign the order and then hand the same to the clerk together with the bond and writs. Please instruct the clerk to execute the writ and have the sheriff serve the same upon the defendants, Thom and Heldt, making his return upon the original writ. When this is done, have the clerk file the writ and then send us a copy showing the return of the sheriff. At the same time I should like to have him send us a copy of the order and notify us of the date of the filing of the order, bond and the writ.

The bond should be approved by you before being filed with the clerk. You will find a place at the bottom of the bond for your approval. We also enclose the original summons, complaint, motion and affidavit, which please ask the clerk to file and notify us of the date of filing.

If you will kindly see that these things are done, we shall be greatly obliged to you. Very truly yours,
CSA-S.

Rome G. Brown & Charles S. Albert

State of Minnesota, } ss.
County of Carr
9th day of October 1907, at the Town of Wacouia
in the County of Carr in said State, I served the within Writ of
Sequestration upon the within named defendant, Wilhelm Henry
and Charles Hildt by then and there handing to and leaving with them a true
copy of said Writ of Sequestration
Dated this 11th day of October 1907
Sheriff's Fees, Return, \$2.00
Mileage 34 \$3.20
5.20
By G. A. Gatz Deputy.
County, Minn.

1 STATE OF MINNESOTA,
2 COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

3
4 Great Northern Railway Company,

Plaintiff,

5 vs.

6 John Johnson, Wilhelm Thom and
7 Charles Heldt,

Defendants.

8
9 THE STATE OF MINNESOTA

10 TO THE DEFENDANTS, WILHELM THOM and CHARLES HELDT.

11
12 WHEREAS, the plaintiff, Great Northern Railway Company has
13 made application for the issuance out of this court of a writ of
14 injunction restraining you, the said defendants, and each of you,
15 from leaving the gates located at the crossings approximately
16 twenty-four hundred feet West of Mile Post 42 and eighteen
17 hundred feet East of Mile Post 43 upon the railway line of said
18 plaintiff, Great Northern Railway Company, known as the Hutch-
19 inson branch, and located in said County of Carver and described
20 in the complaint in this action, or any of them open, and
21 commanding and directing said defendants, Wilhelm Thom and
22 Charles Heldt, and each of them, their agents, servants and
23 employes, and each of them, to close said gates and each of
24 them as said defendants, Wilhelm Thom and Charles Heldt, and
25 their said agents, servants and employes or each or any of them
26 use and enjoy the crossings and causeways herein immediately
27 before described in passing over and across the railway or strips
28 of land located at said crossings and restraining said Wilhelm
29 Thom and Charles Heldt, and each of them, their agents, servants
30 and employes from destroying or injuring in any way the gates,
31 locks, chains and materials with which said gates and locks are
32 constructed.

33 AND WHEREAS, the said injunction has been granted and
34 allowed by the Honorable P. W. Morrison, Judge of said court,

1 on the filing of a bond duly approved which has been done.

2 NOW, THEREFORE, you, the said defendants, Wilhelm Thom
3 and Charles Heldt, are hereby commanded and enjoined forthwith
4 to refrain from leaving the gates located at the crossings
5 approximately twenty four hundred feet west of Mile Post 42
6 and eighteen hundred feet east of Mile Post 43, upon the railway
7 line of said plaintiff, Great Northern Railway Company, known
8 as the Hutchinson branch and located in said County of Carver,
9 and described in the complaint herein, or any of them open, and
10 you said defendants, Wilhelm Thom and Charles Heldt, and each of
11 you, and your agents, servants and employes, and each of them
12 are hereby commanded and directed to close said gates and each
13 of them as you the said defendants, Wilhelm Thom and Charles
14 Heldt or your said agents, servants and employes or each or any
15 of them use and enjoy the crossings and causeways herein immedi-
16 ately before described in passing over and across the railway or
17 strips of land located at said crossings, and you the said
18 Wilhelm Thom and Charles Heldt, and each of you, your agents,
19 servants and employes are hereby restrained from destroying or
20 injuring in any way the gates, locks, chains or materials with
21 which said gates and locks are constructed.

22 And this injunction you will observe under the penalty
23 of the law.

24 Witness the Honorable P. W. Morrison, Judge of the
25 District Court aforesaid at Chaska this 5th day of October,
26 A. D. 1907.

27 H. O. Muehlberg
28 Clerk.
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ORIGINAL.

STATE OF MINNESOTA,
DISTRICT COURT,
COUNTY OF CARVER.

Great Northern Railway Co.,
plaintiff,

vs.

John Johnson, Wilhelm Thom and
Charles Heldt, Defendants.

WRIT.

CARVER COUNTY,
FILED

OCT 11, 1907

H. O. Muehlberg Clerk

(520)

1 STATE OF MINNESOTA,
2 COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

3 -----
4 Great Northern Railway Company,

Plaintiff,

5 vs.

BOND.

6 John Johnson, Wilhelm Thom and

7 Charles Heldt,

Defendants.

8 -----
9 KNOW ALL MEN BY THESE PRESENTS, that we, Great Northern Rail-
10 way Company as principal and National Surety Company, a corpora-
11 tion organized under the laws of the State of New York, and
12 duly authorized to do business in the State of Minnesota, as
13 surety, are held and firmly bound unto Wilhelm Thom and Charles
14 Heldt, defendants in the above entitled action, in the sum of
15 Two hundred and fifty (\$250.00) Dollars lawful money of the
16 United States to be paid unto the said Wilhelm Thom and Charles
17 Heldt, their heirs, executors, administrators or assigns, for
18 which payment well and truly to be made we jointly and severally
19 bind ourselves and our successors and assigns firmly by these
20 presents.

21 The condition of this obligation is such that,

22 WHEREAS the above named plaintiff has duly applied for a
23 writ of injunction against said defendants, Wilhelm Thom and
24 Charles Heldt, in this action, and,

25 WHEREAS, said court has duly made its order directing that
26 a writ of temporary injunction issue out of said court against
27 said defendants, Wilhelm Thom and Charles Heldt, and each of the
28 same;

29 NOW, THEREFORE, if the said plaintiff shall pay to said
30 defendants, Wilhelm Thom and Charles Heldt, such damages as they
31 may sustain by reason of said writ, and if the court finally
32 decides that the said plaintiff is not entitled thereto, then
33 this obligation shall be void, otherwise to remain in full force.
34

1 IN TESTIMONY WHEREOF, we have hereunto set our hands and
2 seals this 3rd day of October, 1907.

3 GREAT NORTHERN RAILWAY COMPANY,

4 BY Charles S. Albert
5 As its Attorney

6 Signed, Sealed and Delivered
7 in Presence of

8 NATIONAL SURETY COMPANY,

9 By C. V. Humaker
10 Attorney in Fact.

11 J. C. Beurlen
12 Murray

13 State of Minnesota,

14 County of Hennepin.

15 On this 3rd day of October, 1907, before me
16 a Notary Public, within and for said county personally appeared
17 Great Northern Railway Company by Charles S. Albert, its attorney
18 and National Surety Company by C. V. Humaker, its attorney in fact
19 to me known to be the persons described in and who executed the
20 foregoing and within instrument and acknowledged that they
21 executed the same as their free act and deed and the said Charles
22 S. Albert acknowledged that he executed the same as the free act
23 and deed of said Great Northern Railway Company and the said
24 C. V. Humaker acknowledged that he executed the same as
25 the free act and deed of said National Surety Company.

26 J. C. Beurlen
27 Notary Public, Hennepin Co., Minn.
28 My commission expires 2/23/11.

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33 I hereby approve the within and foregoing bond and the surety
34 thereon.

James J. Murray
Judge.

BOND

OF

Great Northern Ry. Co.

TO

Wilhelm Thom and Chas. Heldt,

FOR

(\$250.00)

CARVER COUNTY,
FILED

OCT 5 1907

H. O. Muehlberg Clerk

WM. B. JOYCE & CO.

SURETY BONDS

Burglary and Liability

INSURANCE

Metropolitan Building

MINNEAPOLIS

(520)

1 **STATE OF MINNESOTA,**
2 **COUNTY OF CARVER.**

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

3 -----
4 Great Northern Railway Company, Plaintiff,

5 vs.

ORDER.

6 John Johnson, Wilhelm Thom and
7 Charles Heldt, Defendants.
8 -----

9 The above entitled matter came duly on to be heard upon
10 this the 28th day of September, 1907, at the hour of 12 o'clock
11 noon before the above named court at the chambers of the
12 Honorable P. W. Morrison, Judge thereof, in the Town of Nor-
13 wood, County of Carver and State of Minnesota, upon the motion
14 of the plaintiff for an order granting to said plaintiff a
15 temporary injunction against said defendants, and each of them,
16 and it appearing to the court that the above named plaintiff has
17 duly served said motion, affidavit, summons and complaint upon
18 said defendants, Wilhelm Thom and Charles Heldt, and that the
19 said defendants, Wilhelm Thom and Charles Heldt, had duly made
20 and served their separate answers and separate affidavits in
21 said action, and that John Jansen who occupied the premises des-
22 cribed in said complaint as belonging to John Johnson had duly
23 made and served a plea in abatement in said action, and that
24 Rome G. Brown and Charles S. Albert appeared upon said motion
25 on behalf of said plaintiff, and that John J. Fahey, Esq.,
26 appeared on behalf of said defendants, Wilhelm Thom and Charles
27 Heldt, and on behalf of said John Jansen, and the court having
28 heard the arguments of counsel and duly considered said
29 summons, complaint and affidavits in support of said motion,
30 and the answers and affidavits of said defendants, Wilhelm
31 Thom and Charles Heldt, and the answer of said John Jansen,
32 now, therefore,

33 IT IS ORDERED That said motion be and the same is hereby
34 granted as to said defendants, Wilhelm Thom and Charles Heldt,

1 and that said motion be and the same is hereby denied as to said
2 defendant John Jansen, and,

3 IT IS FURTHER ORDERED That said defendants, Wilhelm Thom
4 and Charles Heldt, and each of them be and they are hereby
5 commanded and enjoined to refrain from leaving the gates located at
6 the crossings approximately twenty four hundred feet west of
7 Mile Post 42 and eighteen hundred feet east of Mile Post 43,
8 upon the railway line of said plaintiff, Great Northern Railway
9 Company, known as the Hutchinson branch and located in said
10 County of Carver, and described in the complaint herein, or any
11 of them open, and said defendants, Wilhelm Thom and Charles
12 Heldt, and each of them, and their agents, servants and employes,
13 and each of them are hereby commanded and directed to close said
14 gates and each of them as said defendants Wilhelm Thom or Charles
15 Heldt or their said agents, servants and employes or each or any
16 of them use and enjoy the crossings and causeways herein immedi-
17 ately before described in passing over and across the railway or
18 strips of land located at said crossings, and said Wilhelm Thom
19 and Charles Heldt, and each of them, their agents, servants and
20 employes are hereby restrained from destroying or injuring in any
21 way the gates, locks, chains or materials with which said gates
22 and locks are constructed until the further order of the court
23 herein, and,

24 IT IS FURTHER ORDERED, That a writ of injunction enjoining
25 and restraining said defendants, Wilhelm Thom and Charles Heldt,
26 and their agents, servants and employes, and each of them as
27 hereinbefore ordered issue out of this court, and that the plain-
28 tiff herein give a bond with sufficient surety or sureties in
29 the penal sum of Two hundred and fifty (\$250.00) Dollars, to be
30 approved by the judge of the above entitled court, conditioned
31 that said plaintiff will pay to said defendants, Wilhelm Thom and
32 Charles Heldt, and each of them, such damages as said defendants
33 Wilhelm Thom and Charles Heldt shall sustain by reason of said
34

1 writ of injunction, if this court shall finally determine
2 and decide that said plaintiff was not entitled thereto.

3 By the Court;

4 *Wm. Morrison*
5 Judge.
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ORIGINAL.

STATE OF MINNESOTA,
DISTRICT COURT,
COUNTY OF CARVER.

Great Northern Railway Co.,
Plaintiff,

vs.

John Johnson, Wilhelm Thom
and Charles Heldt,
Defendants.

ORDER.

CARVER COUNTY,
FILED

OCT 5 1907

H.O. Muehlberg Clerk

(520)