



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

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3114
No. 8.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

Peter Thompson
Plaintiff

vs.

J. Alfred Skoog
Defendant

W. C. Odell
Plaintiff's Atty.

J. J. Avery
Defendant's Atty.

Date of Entry *February 21st* 1908

Register of Actions *D.* Page *532*

Term Tried *March* 1908

Judgment for *Actum dismissed*

Amount of Judgment, \$ *19.90*

Date of Judgment *Apr. 29th* 1908

Judgment Book *D.* Page *264*

Default Judgment Book Page

Date of Docketing *Apr. 29th* 1908

PETER THOMPSON,
Real Estate and Mortgage Loans,
ABSTRACTER OF TITLES.

Worthington, Minn., Oct. 20/1903.

Mr. J. A. Skoog,
Carver, Minn.

Dear Sir:-

In answer to your favor of the 19th. inst. beg to say; that the reason why I did not press my claim of ownership to the lot at the time it was bought by Mr. Leif, together with 13 other lots, for which he paid \$26. was about as follows:- I did not consider that the deeds that had passed from Mr. Griffin down to Mr. Leif, had conveyed any title, because Mr. Griffin had already lost his title and consequently only gave his Quit-C. Deed, and so down to and including the deed that you received from Mr. Bradenhagen, who only warrants against himself; My Deed being of record, was a notice to the public, and was incumbent upon every purchaser of Real Estate to investigate the title to the same, or suffer the consequences.

Mr. Leif did not hold the title to that lot for more than 25 days, when he sold it to the German Reading Society, who finally sold it to Mr. Bradenhagen. Mr. Bradenhagen knew all about my title at the time he bought it from the Trustees of the Reading Society, because he came to me and wanted to know, if I would be willing to accept one half of the proceeds from sale of the lot if he could sell it for \$75. and give my deed for same, and that was the end of it; I never heard from him after that and I did not know of the sale made to you in 1890, until long thereafter, when I mentioned to Mr. Knoblauch about my title to same, and he afterwards told me, that he had mentioned it to you and that you had declared, that you had a good title &c.

Yours truly,

Peter Thompson

I helped you to look up the old records in the County Auditors Office on your last visit here. You know that Mr. Alfred bought this lot in good faith and making all the improvements on it for a home for him self, family and My Old Father. He even had an abstract of title from the Register of Deeds that every thing was alright. I can not understand how you can figure out, or to demand a sum

PETER THOMPSON,
Real Estate and Mortgage Loans,
ABSTRACTER OF TITLES.

Worthington, Minn., Nov. 11/1903. *250*

J.A. Skoog, Esq.,
Carver, Minn.

Dear Sir:-

I have been in hopes to hear from you ere this, and to know what you intend to do about my claim and title to Lot 7, Block 31, now occupied by you as a home: so as to know, whether you prefer to make settlement, or bring an action in court, to quiet the title and for possession of property. I am entitled to the money that I have paid out and interest on same as fixed by law; and the only proposition I have to make is; That I will give you Quit-claim-Deed for the property upon the payment of \$160. cash. Unless this offer is accepted in ten days; I shall consider, that you prefer to have my claim established in court, and that you will abide by the result. I am of course sorry for you, that you did not look up the title at the time to see what you was buying; but the record title stands as a notice to the world, whether it is referred to or not, and the purchaser is bound by it just the same; unless the Deed contain a Warranty of title; in which case the Grantor is bound, if he is good for it.

Yours truly,

Peter Thompson

*a person upon the above was named when
I helped you to look up the old records in the County
Auditors Office on your last visit here. You know
that Mr. Alfred bought this lot in good faith and making
all the improvements on it for a home for him
self, family and my Old Father. He even had
an abstract of title from the Register of Deeds
that every thing was alright. I can not under-
stand how you can figure out, or to demand a sum*



Office of the

County Treasurer

Carver County, Minn.

A. L. SKOOG, Treasurer.

Chaska, Minn.,

Nov. 14th 1903

Peter Thompson Esq

Worthington Minn

Dear Sir

My Bro. Alfred Called here a few days ago
showing me your letters regarding the title to his
property Lot 7 Blk 31 Village of Carver. I am greatly
surprised, and more so in as much as my self
and Our family have allways looked up to you as
one of Our most intimate and trusted friend.

Now when you know all this years as you state in
your letter that you had this Claim "Since 1868" why
did you not let it be known sooner. Or even as
a Friend speak to me about this matter when
I helped you to look up the old records in the County
Auditors Office on your last visit here. You know
that Bro. Alfred bought this lot in good faith and making
all the improvements on it for a home for him
self, family and My Old Father. He even had
an abstract of title from the Register of Deeds
that every thing was alright. I Can not under-
stand how you can figure out, or to demand a sum

Office of the
County Treasurer

Carver County, Minn.

A. L. SKOOG, Treasurer.

Chaska, Minn., 190

Of \$160.⁰⁰/₁₀₀ My self and a very able and trusty
Lawyer have to day very Carefully looked up all the
old records from 1865. to 1880 and found that you paid
only \$7.⁵⁰ at the tax sale the Delinquent tax. and
the tax amount since \$9.99 Total \$17.49

We found lots of irregularities in the several pro-
ceedings in conducting the tax sale it was not
done according to law. and you will find it to be
a question if your tax title will hold good at all
Our County Officers in Carver Co. had their own way
of doing business years ago

Now another side of the Matter. Mr. Thompson please let
me kindly Call your sincere attention to that time
when I was sued for \$14,000.⁰⁰ by the Board of County
Comm. of Nobles Co. for being on your Bond -
which at that time had the effect to almost bring
me. And our firm A. L. Skoog & Son, into financial
trouble. Our enemies and our competitors spread it
all around. and reported the case to the Commercial
agencies. which greatly injured our good
Credit. Causing us considerable trouble and not

Chaska, Minn.



Office of the

County Treasurer

Carver County, Minn.

A. L. SKOOG, Treasurer.

Chaska, Minn., 190

So little expense and costs rather, save our Good Friend A.K. whom we at that time owed a note of \$135.⁰⁰ insisted upon getting a Mortgage on some of my R.E. for fear he would be a loser all on of that suit My Bro. as well as my self had to suffer the consequences but he never uttered one word of Complaint, or reproach. nor did we ever think of asking you for any Compensation ^{and} both of us feel now very sorry to think that we should try to take such unreasonable and unbecoming Advantage of him now at this time Also when you and Mr. Day decided all that land over to me in order that you could borrow money on it. You know I could have taken Advantage of such deal. But did I betray your Confidence? Taking all these things into sincere Consideration, I hope you will Modify your demand. And to save lots of expense and trouble on both sides in going to law about the Matter I suggest, that you accept, Sixty \$60.⁰⁰ and give my Bro. a Quit Claim

Chaska, Minn.



Office of the

County Treasurer

Carver County, Minn.

A. L. SKOOG, Treasurer.

Chaska, Minn., 190

Deed and have the thing settled in
a friendly and Christian like manner
by so doing you will greatly oblige
Your Old Friend
A. L. Skoog

Chaska, Minn.

PETER THOMPSON,
Real Estate and Mortgage Loans,
ABSTRACTER OF TITLES.

A. L. SKOOG

A. L. SKOOG & BRO.

J. A. SKOOG

DEALERS IN

STAPLE AND FANCY

Dry Goods, Footwear, Ladies' and
Gent's Furnishings, Glassware, Etc.

GROCERIES

Highest Market Price Paid For Farm Produce

Carver, Minn.,

Oct 19

1903

Peter Thompson

Worthington Minn

Dear Sir

Yours of 14th Inst. at
hand & notice what you state
in regards to the Lot which
now occupies. It surprises
me very much to receive a
letter from you of this
kind. I do not see why
you have not before this
asked this up but came
at this late date. I have
been the owner of this
lot for 15 years and you
have never said anything
about it & I met you here
on your late visit to

Sta

County of

On the

1st of

to me personally

same as his fi

ate, I also called at Chaska
condition of title to Lot 7.
ou, and on which I have held
I continued paying taxes up
it-claim Deed to Jacob Leif
I have figured up the
rest on same to the present
nd, that I have the only
others.

ge 186 &c. Statutes of 1866.
ou will find my deed recorded
Office of the Register of
out it?

Chaska, Minn.

A. L. SKOOG

A. L. SKOOG

DEALER

STAPLE AND FINE

Dry Goods, Footwear, Ladies' and
Gent's Furnishings, Glassware, Etc.

GROCERIES

Highest Market Price Paid For Farm Produce

Carver, Minn.,

190

Carver & you did not say
anything to me then when
I bought the lot it was
nothing but a mud hole
I have spent much money
& hard work to get it in
the shape which it is
now in so it would be
hard for me to have to pay
a rather big sum on top
of what I have expended.
How did you get your
tax title on this lot &
why did you not press
your ownership when Luf &
others was the owners of
the lot yours truly
J. A. Skoog

...e, I also called at Chaska
condition of title to Lot 7.

you, and on which I have held
on I continued paying taxes up
quit-claim Deed to Jacob Lear
1882. I have figured up the
interest on same to the present
find, that I have the only
all others.

on page 186 &c. Statutes of 1888.

s. You will find my deed recorded
the Office of the Register of
about it?

John Thompson

State of

County of

On this

Peter W.

to me personally &

same as his free a

Chaska, Minn.

Real Estate and Mortgage Loans,
ABSTRACTER OF TITLES.

Worthington, Minn., Oct. 14/1903.

J. Alfred Skoog, Esq.,
Carver, Minn.

Dear Sir:-

During my visit to your county of late, I also called at Chaska for the purpose of investigating the present condition of title to Lot 7, Block 31, Village of Carver, now occupied by you, and on which I have held Tax Deed ever since August 30e. 1868, on which I continued paying taxes up to the time it was sold and transferred by Quit-Claim Deed to Jacob Leif by some person living in Boston, in year 1882. I have figured up the amounts that I have paid out and computed interest on same to the present time, which amounts to \$159.68. I further find, that I have the only good title to the property and superior to all others.

I will refer you to Sections 137 & 138 on page 186 of Statutes of 1866, pertaining to taxes and distasted Tax Sales. You will find my deed recorded in Book "K" of Deeds on pages 123 & 124, in the Office of the Register of Deeds in Chaska, What do you propose to do about it?

Yours truly,

Peter Thompson

State of Minnesota

County of Carver

On this

Peter Thompson

to me personally known to be the idea
same as his free act and deed.

Chaska, Minn.

PETER THOMSON
Real Estate and Mortgage Loans,
ABSTRACTER OF TITLES.

Worthington, Minn., Nov. 20/1903,

A.L. Skoog, Esq.,
Chaska, Minn.

Dear Sir:-

Your letter of the 14th. inst duly received and carefully considered every point raised by you, as a reason why I should reconsider the proposition made to Alfred and sacrifice my individual rights in a straight business transaction and claim against his (now claimed) property. I am free to confess and acknowledge the long and ever existing friendly relations, friendship and confidence between us; and that either one of us ever stood ready and willing to lend a helping hand, or grant any favor to the other when required; as far as I can call to mind, such favors have been quite evenly exchanged. You made the assertion in your letter, "that you was Sued for \$14,000. by the Board of County Commissioners for being on my Bond; and that it almost brought financial trouble on the firm, and greatly injured your good credit, causing you considerable trouble and no little expense and costs" Not being able to call to mind any suit of that kind, I have tried to get posted, by making enquiries, such as could establish facts relative to the same, and can only learn; that yourself and Mr. Knobl-
-auch (with others) were on such a bond; that you were simply notified of the existence of such bond, and might be liable under the same; but later it was discovered and conceded by the County, that the bond was not in force, that it had been renewed and superseded by a new bond; I also fail to find, that it gave any one of you any trouble, expense or financial embarrassment on account of it; if you did have any trouble or costs to pay in this or any other case on my account that has not been settled; I am more than willing and ready to settle the same now, on being advised of the facts and the amount. Now as to the amount claimed to have been paid out for the deed and subsequent taxes, there is practically no difference between us; you concede that I paid for the deed the sum of \$7.50 that I have paid from 1868 to 1880 for delinquent taxes, 9.99 you overlooked the tax that I paid for year 1882, .47

Total paid out. \$17.96

State of Minnesota

County of *Carver*

On this *21st*

1st day of *December*

to me personally known to be the idea
same as his free act and deed.

Chaska, Minn.

CHAS. E. BROWN
V. P. BROWN, JR.

НОД • 30 \ ГД 02 •

Amount paid Treasurer Feb. 27th. 1888 for deed,	7.50
Interest on same for 35 years at 24% per annum,	64.35
Delinquent taxes paid since, including 1882.	10.46
Interest on same on average time of 31 years,	77.82
	<u>\$160.13</u>

In conclusion will say; that you have been perfectly square and honest in all of our dealings; That you have never betrayed my confidence, or taken advantage of any responsible trust that I have placed in you, just as you claim in your letter. But we have no right to take credit for being honest and simply doing our duty in all things, and to our fellow man. The written law upon our Statute books, are written and enacted for the purpose of and to punish law breakers and criminals; but does not offer any premium for being honest.

Chaska, Minn.

This is purely a business transaction between your brother Alfred and myself, with whom I have never had any dealings whatever. That the long and unabated friendship existing between you and me; never should be questioned or entered in to this matter. You can go over my figures as given in the statement, and apply the legal rule; and if you find that I have made any mistake, I am willing to stand corrected; but if my figures are correct; there is no good reason why I should be asked to take less; but for your sake, I will be willing to call it \$150. provided it be accepted and closed up on or before December 1st, next.

Yours truly,
Peter Gregal

State of Minnesota,
 County of *Carver*
 On this *third* day of *August*
Peter Gregal Auditor of the Con
 to me personally known to be the identical person who executed
 same as his free act and deed.

Chaska, Minn.

State of Minnesota,

County of Carr

On this 2nd day of August

A. D. 1888, before me personally appeared

Peter Wiegand

Auditor of the County of

Carr

and State of Minnesota,

to me personally known to be the identical person who executed the foregoing conveyance, and acknowledged that he executed the

same as his free act and deed.

Joseph A. B. B.
County Clerk, Carr County
Minnesota

Chaska, Minn.

(532)

TAX DEED
FROM THE

STATE OF NEW YORK
County of _____
TO
The Honorable the _____
FROM THE _____

STATE OF MINNESOTA,
County of *Stearns*

I hereby certify that the within
this office.

day of *August* 1902
 record on the
 county deed was filed

A.D. 188 at 10

pages	continued in Book
114, 115	Deeds, on

Wm. H. Smith
 Register of Deeds
 of
Essex. County.
 March 21. 1888.

*To Mr. Wm. Little, Providence
August 28-1864.
My Dear Sir,
I have the pleasure to acknowledge
the receipt of your letter of the 27th inst.*

(532)

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

I hereby certify and return, that on the 14th day of January 1908, at the Village of Carver in the County of Carver in said State, I served the within Summons and Complaint upon the within named defendant, J. Alfred Skoog by then and there handing to and leaving ^{with} him personally a true copy of said Summons and Complaint.

Dated this 14th day of Janury 1908.

Sheriff's Fee, Return, \$1.00
Mileage.40
\$1.40

G. A. Gatz
Sheriff Carver County Minn.

No.

IN DISTRICT COURT,

8th Judicial District,County of *Carver**Peter Thompson*AGAINST
J. Alfred Skorg

NOTE OF ISSUE

Last Pleading Served,
Jan 29 190*8**Just* Case.
W.C. Odell

Attorney for Plaintiff.

J. T. Avery

Attorney for Defendant.

Will the Clerk please file this note
of Issue, and enter the cause on the
Calendar for the *March* Ind.A. D. 190*8* Term of this Court.Yours etc.,
J. T. Avery

Attorney for Defendant

Filed *Feb 21st* 190*8**H. O. Muehlberg* Clerk.

By _____ Deputy.

The \$3.00 deposit required by Sec. 2, Chap. 48,
General Laws of 1886, must be paid before any action
will be entered in Clerk's Office.

1-19-1906 2M BROWN, TREACY & SPERRY CO., MFG. STRE., ST. PAUL, MINN.

(532)

State of Minnesota.
County of Carver.

District Court.
Eighth Judicial District.

Peter Thompson,
Plaintiff.

-VS-

J. Alfred Skoog,
Defendant.

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

(1) That said plaintiff is and for more than twenty years last past has been the owner seized in fee simple and lawfully entitled to the possession of that tract of parcel of land situate, lying and being in said County and State known and described as follows, viz: Lot No. 7 in Block No. 31 in the Village of Carver according to the Plat of said village on file and on record in the office of the Register of Deeds in and for said County.

(2) That said defendant now is and for more than six years last past, to-wit since the year 1896, has been wrongfully and unlawfully in possession of said premises and wrongfully and unlawfully withholds possession thereof from said plaintiff and the fair value of the use of said premises during the time said defendant has so wrongfully and unlawfully withheld possession thereof from this plaintiff, exclusive of the use of improvements made thereon by said defendant, if any, is the sum of \$500.00, to the damage of said plaintiff in said sum.

Wherefore plaintiff demands judgment against said defendant for the possession said premises and for damages aforesaid together with the costs and disbursements of this action.

W. C. Bull

Attorney for Plaintiff,
Chaska, Minn.

State of Minnesota,
County of Carver } ss.

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

Subscribed and sworn to before me this 13th day of January 1908
(NOTARIAL SEAL)
Albert Meyer
Register of Deeds, Carver County, Minnesota.

State of Minnesota,
County of Carver } ss.

District Court,
Eighth Judicial District

Peter Thompson Plaintiff.
against
Alfred Skoog Defendant.

SUMMONS.

The State of Minnesota to the above named Defendant:

You, said defendant, are hereby summoned and required to answer Complaint of the Plaintiff in the above entitled action, which complaint is hereto annexed and hereto served upon you, and to serve a copy of your answer to the said complaint on the subscriber, at his office in Simon Block in the City of Chaska, in the said County of Carver 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 case will apply to the Court for the relief demanded in said complaint, have the amount Plaintiff entitled to recover, ascertained by the Court or under its direction, and take judgment against you for the amount so ascertained take judgment against you for the sum of _____ Dollars, (\$ _____) with interest at the rate of _____ per cent per annum since the _____ day of _____ 1908.

together with Plaintiff's costs and disbursements herein.

Dated January 1908

W. C. Baull
Plaintiff's Attorney.

State of Minnesota.

County of Carver.

Peter Thompson.

Plaintiff.

vs.

J. Alfred Skoog.

Defendant.

oo

District Court.

Eight Judicial District.

Now comes J. Alfred Skoog, and for his answer to the complaint of the plaintiff in the above entitled cause, denies each and every allegation and each and every part of every allegation matter and thing contained in said complaint, excepting as hereinafter admitted or qualified.

Admits he has been in possession of said premises for more than years last past, and avers that since May 5th 1891 he has been and now is the owner in fee simple of said premises and since said date as such owner aforesaid, he has been in the lawful active, open continuous adverse and notorious possession of said premises and all thereof, and at no time whatever has said plaintiff ever had any right title or interest in the same, nor has he suffered any damage by virtue of aforesaid possession of this defendant.

Wherefore defendant demands judgment, that as against this defendant said plaintiff has no right title or interest in said premises, and is not entitled to possession of the same, and for costs and disbursements herein.

J. T. Avery
Attorney for Defendant.

Commercial Building St. Paul Minn.

State of Minnesota,
County of Carver
District Court.
Peter Thompson
vs.
J. Alfred Skoog
Answer
and personal service of the within
answer is hereby admitted
29th day of January
1908
W. C. Luell
for Plaintiff
CARVER COUNTY,
FILED
FEB 21 1908
W. C. Luell
Clerk
(532)

State of Minnesota.

District Court.

County of Carver.

Eighth Judicial District.

Peter Thompson,

Plaintiff.

-VS-

J. Alfred Skoog,

Defendant.

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

Wherefore plaintiff demands judgment as in and by his complaint.

W. C. Luell

Attorney for Plaintiff.

Chaska, Minn.

District Court
County of Carver.

Peter Thompson
Plaintiff.

-vs-

J. Alfred Skoog,
Defendant.

Reply.
ORIGINAL.

CARVER COUNTY;
FILED

MAR 9 1908

H. C. Muehlberg, Clerk.

(2/21/08)

A. (532)

W. C. Russell
Attorney for Plaintiff
Chaska, Minn

State of Minnesota.

District Court.

County of Carver.

Eighth Judicial District.

Peter Thompson.

Plaintiff.

-vs-

J. Alfred Skocs.

Defendant.

The above entitled action came duly on for trial at the General Term of said Court held in the Court House in the City of Chaska in said County and State on the 9th day of March A. D. 1909 before the court without a jury, a jury therein having been expressly waived by the parties thereto.

W. C. Odell, Esq. appeared as attorney for the plaintiff and Joseph T. Avery, Esq. appeared as attorney for the defendant, and after hearing the testimony offered on behalf of the plaintiff in support of the allegations of his complaint, and upon due consideration I find the following facts:

(1) That said defendant at the time of the commencement of the action was and now is in the actual possession of the premises described in the complaint.

(2) That said plaintiff claims title to said premises and the right to the possession thereof under and by virtue of a certain Tax Deed executed and delivered by the County Auditor of said County of Carver to said plaintiff on the 3rd day of August A. D. 1868, and duly recorded in the office of the Register of Deeds in and for said county on the 6th day of August A. D. 1868 in Book K of Deeds at pages 123, 124, which said Tax Deed is in the words and figures following, viz: "KNOW ALL MEN BY THESE PRESENTS, That whereas the Treasurer of the County of Carver in the State of Minnesota, did on the fifth day of June in the year one thousand eight hundred and sixty-five at the Court House in the Town of Chaska in said County, in conformity with all the requisitions of the several Acts in such case made and provided, expose to public sale a certain tract of land described as follows, to-wit: Lot Number Seven (7) in Block Number Thirty-

W. C. Odell
Notary Public, *Carver* County Minn.
my commission expires *June 9th 1911*

W. C. Odell
Defendant

W. C. Odell

one (31) in the Village of Carver, for the sum of One and 66/100 Dollars being the amount of taxes for the year one thousand eight hundred and sixty-four with the penalty chargeable on said tract of land.

AND WHEREAS, at the time and place aforesaid said land was not sold for want of bidders, and was declared forfeited to the State of Minnesota. And whereas Peter Thompson did, before said land was redeemed, sold, or disposed of, to-wit, on the 27th day of February A. D. 1868, pay into the County Treasury of said County all the taxes, costs and penalties due thereon at that date, to-wit the sum of Seven and 50/100 Dollars, and became the purchaser thereof, and received a certificate of purchase thereof.

NOW THEREFORE, I, Peter Weedo Auditor of said County of Carver, for and in consideration of the said sum of Seven and 50/100 Dollars, paid to the Treasurer of said County at the time aforesaid, and by virtue of the Statute in such cases made and provided, have Granted, Bargained and Sold and by these presents do Grant, Bargain and Sell, unto the said Peter Thompson his heirs and assigns, the following described piece or parcel of land situate in said County, to-wit:

Number Seven (7) in Block Number Thirty-one (31) in the Village of Carver.

TO HAVE AND TO HOLD unto him the said Peter Thompson his heirs and assigns forever.

IN WITNESS WHEREOF, I, Peter Weedo Auditor as aforesaid, by virtue of the authority aforesaid, have hereunto subscribed my name and affixed my seal, this 3rd day of August A. D. 1868.

Peter Weedo,

Auditor of Carver County.

In Presence of

H. J. Peck

G. Kraventuhl.

As Conclusions of Law from the foregoing I find that said Tax Deed is void on its face and that said plaintiff is not the owner or entitled to the possession of the premises mentioned and described in his complaint, and that said defendant is entitled to the judgment of this court dismissing said action upon the merits.

W. H. Hoffman
Notary Public, Ramsey County Minn.
my commission expires June 9th 1871

Wm. H. Hoffman
Defendant

Indebted

Let Judgment be entered accordingly.

P. Morrison

District Judge.

W. H. Kilgus
Notary Public, Ramsey County Minn.
my commission expires June 9th 1911

Joseph T. Carr
Defendant

Indebted

District Court
County of Carver

Peter Thompson
Plaintiff

vs.
J. Alfred Skoog
Defendant

Decision

No. 13.—Affidavit of Disbursements.

State of Minnesota,
County of Carver

Peter Thompson. Plaintiff.
vs.
J. Alfred Skoog. Defendant.

Carver County
LED
1908

AMOUNT OF JUDGMENT OR VERDICT.

Amount of Judgment or Verdict, - - - - - \$
Interest on same from the day of 1 - - - - - \$

COSTS AND DISBURSEMENTS.

Statutory Costs, - - - - - \$10.00
Affidavits, - - - - - \$ 1.00
4 Acknowledgments, - - - - - \$
Sheriff's Fees, - - - - - \$
Jury Fees, - - - - - \$
Clerk's Fees (to be taxed), - - - - - \$ 5.90

WITNESS FEES, VIZ.:

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

NAMES.	RESIDENCE.	NO. DAYS ATTENDANCE.	DATES OF ATTENDANCE	NO. MILES TRAVELED.
Ole Hansen	Carver Minn	one	March 9th '08	\$ 1.50
Emil Dittschneider	Carver. Minn	one		\$ 1.50
				\$
				\$
				\$
				\$
				\$

The above Bill of Costs and Disbursements taxed and allowed at - - - \$19.90

Dated April 29th 1908 \$19.90
H. O. Muehlburg
Clerk.

AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota,
County of Ramsey ss. Joseph T. Avery

being duly sworn, says on oath, that he is the Attorney of the Defendant in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said defendant. 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 defendant. and that each of the above named witnesses was a material witness for the said defendant. in said action, and was duly sworn, and testified on the trial of said action, on behalf of said action. 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
22nd day of April 1908
Philip G. Hoffman
Notary Public, Ramsey County Minn.
my commission expires June 9th 1911

Joseph T. Avery
Attorney for
Defendant

Subscribed and sworn to before me this 22nd day of April 1908

NOTICE OF TAXATION OF COSTS.

State of Minnesota, }
County of Carver } ss. DISTRICT COURT,
Eighth Judicial District.

Peter Thompson Plaintiff.
vs.
J. Alfred Skoog. Defendant.

Sir: Please Take Notice, That on the 29th day of April 1908
at eleven o'clock A. M., application will be made to H. O. Muehlberg Esq.,
Clerk of said Court, at his office in the Court House in the city
of Chaska in the County of Carver and State of Minnesota, to have the
within bill of costs and disbursements taxed and inserted in the judgment then and there to be entered
herein.
Dated 1908

Yours respectfully,

Joseph A. Avery
Attorney for Defendant.

To W. C. Odel, Esq.
Attorney for Plaintiff.

Original -
District Court,
Eighth Judicial District,
County of Carver
Peter Thompson
J. A. Skoog

Taxation of Costs and Bill of
Costs and Disbursements.

If the within bill of disburse-
ment to same, and notice of
of, by delivery of copy
District admitted this 29th

1908
Eighth Judicial District

W. C. Odel
Plaintiff

4 of April

burg Clerk.

at the General
of Chaska,
the
par-

Peter Thompson Plaintiff .
vs.
J. Alfred Skoog. Defendant.

Eighth Judicial Dist.

And the Court having made and filed its decision in said cause and pursuant to said decision and upon the motion of Joseph T. Avery, Attorney for said Defendant above named, :

It is hereby ordered and adjudged:
That the said defendant J. Alfred Skoog, was at the commencement of said
action, and now: in the actual possession of the said premises de-
scribed in the complaint in said cause:.

That said deed is void upon its face, and that plaintiff is not entitled to the possession of the premises described in the complaint.

Lot Number Seven (7) in Block number Thirty One (31) in the Village of Carver, according to the recorded plat on record in the office of the Register of Deeds for Carver County Minnesota .

That ~~defendant~~ the costs and disbursements allowed defendant herein
and taxed up against Plaintiff herein are in amount the sum of \$19.90
and said amount is included in this judgment herein entered .

Dated Chaska Carver County Minnesota
April 29th 1908

H. O. Muehlberg
Clerk of District Court Carver County
State of Minnesota.

State of Minnesota,
County of *Carver*

1st District Court.

Peter Thompson
Plaintiff

vs.

J. Alfred Skorg
Defendant

Judgment.

Due and personal service of the within
is hereby admitted
this _____ day of _____
A. D. 19 _____

CARVER COUNTY,
Attorney for **FILED**

APR 29 1908
H. O. Muehlberg Clerk

Attorney for _____

(532)

3115

No. *H.*

DISTRICT COURT

CARVER COUNTY, MINNESOTA

Albertina Kanter

Plaintiff

vs.

The Village of Mayer
Fred Kanter

Defendant

Plaintiff's Atty.

Defendant's Atty.

Date of Entry *February 25th* 190*8*

Register of Actions, *28* Page *533*

Term Tried 190

Judgment for

Amount of Judgment, \$

Date of Judgment 190

Judgment Book Page

Default Judgment Book Page

Date of Docketing 190

State of Minnesota,
County of Carver.

District Court,
Fifth Judicial District.

Albertina Haueter, Plaintiff,)
against)
the Village of Mayer, a)
Municipal corporation, and)
Fred Haueter. Defendants.)

Complaint.

an amended.
For a complaint in the above entitled action, this plaintiff
alleges and shows to the court:

-1- That your petitioner herein is the owner, proprietor and
occupant of lot No. One in block No. Three of the village of Mayer,
County of Carver, and State of Minnesota, according to the recorded
plat thereof, which is now of record in the office of the Register of
deeds in and for said county of Carver, which said plat is recorded
in the Volume B. book of plats, pages 96, 97 and 98, and is a part of
the original town-site of the said village of Mayer.

-2- That the village of Mayer, county of Carver, and state of
Minnesota now is and since the 10 day of December, A. D., 1900, was
a municipal corporation, organized, created and existing as such
municipal corporation under and by virtue of the laws of the state
of Minnesota.

-3- That the plaintiff herein, Albertina Haueter, up to the
fall of the year 1899, was the owner of the North east quarter ($\frac{1}{4}$)
of Section six (6), Township One hundred and sixteen (116), North
of Range twenty-five (25) in the county of Carver and state of
Minnesota, and that on or about the first day of September, A. D.,
1900, she deeded said parcel of land to Fred Haueter, reserving the
tract of land now constituting block three of the village of Mayer.

-4- That at the time she deeded said land as hereinbefore stated she intended and it was also so intended by said Fred Haueter, that said reservation should also include the strip of land described as follows: Commencing at a point one hundred and fifty-seven and one-half feet ($157\frac{1}{2}$) North and thirty-three feet (33) East of the South west corner of the Northwest quarter ($\frac{1}{4}$) of Section Six (6) Township One hundred and sixteen (116) North of Range twenty-five (25) in the county of Carver and state of Minnesota, running thence West one hundred and fifty feet (150), thence South fifty feet (50) thence East one hundred and fifty feet (150) thence North fifty feet (50) to the place of beginning, but by mistake of the scrivener said tract of land was not so included in said reservation contained in said deed to said Fred Haueter, but the same and all thereof was contained in the deed to him, and by mistake was deeded to him in fee.

-5- That at the time of deeding said land to said Fred Haueter, plaintiff took a mortgage on the same to secure to herself a part of the purchase price for said land.

-6- That prior to February 26th, 1900, the petitioner herein and her son Fred Haueter entered into an agreement with the village ities and inhabitants of the tract of ground to be incorporated as the village of Mayer, to dedicate a tract of land twenty (20) feet wide East of block three in the said village of Mayer to be used as an alley and that on the 26th day of December, A. D., 1900, they did join in a dedication intending thereby to dedicate said alley, but the surveyor included in the plat and there was included in the dedication of said alley executed by the plaintiff and Fred Haueter, the strip of land hereinbefore described as follows: Commencing at one hundred and fifty-seven and one-half feet ($157\frac{1}{2}$) North and thirty-three feet (33) East of the South west quarter ($\frac{1}{4}$) of the Northwest quarter ($\frac{1}{4}$) of Section Six (6) Township one hundred and sixteen (116) North of Range twenty-five (25) in the

...of the ... (7) of section 27 (8)
one-half lot (125) north and ... lot (22) east of the
...: ... of a point one hundred and fifty feet and
... the width of the ...
... it was so intended ...
-4- ...

county of Carver and state of Minnesota, running thence East one hundred and fifty feet (150), thence South fifty feet (50), thence West one hundred and fifty feet (150), thence North fifty feet (50) wide and one hundred and fifty feet (150) long, lying South of lot No. One in block No. Three of the village of Mayer, Carver county, Minnesota.

-7- That said strip of land was so included in said plat and dedicated without the knowledge and consent of the plaintiff herein and of Fred Haueter, and was so included in the same wrongfully and fraudently with intent to defraud your plaintiff and that your plaintiff was lead to believe and that it was so represented to her by said village authorities that said plat and dedication contained only the alley hereinbefore mentioned and did believe that said plat and dedication contained only said alley East of block Three in said plat Mayer, and that your petitioner is unable to read or write the English language or to understand the same properly, and that the said village authorities had full notice and knowledge of all of the foregoing and full notice and knowledge that the plaintiff was in fact the owner said land.

-8- That the plaintiff herein owns valuable dwelling house that is situated partly on lot One, block Three of said village of Mayer and partly on the strip of ground hereinbefore described, lying South said lot One, and which was by mistake dedicated to the public as a street, which dwelling house your petitioner now is and for ten years last past has been occupying as her homestead and did so occupy the same at the time of the making of said plat and dedication.

-9- That after said strip of ground hereinbefore described was ... as hereinbefore alleged, the plaintiff herein retained possession thereof and has ever since occupied the same and cultivated the same; that said street was never opened or worked and never in any way used by the public as a street,

HYDROGRAPH

NO. ONE TO BLOCK NO. SEVEN OF THE ALLEY OF HICKS' COUNSEL CORP.
ALSO ONE TO BLOCK NO. SEVEN OF THE ALLEY OF HICKS' COUNSEL CORP.
ALSO ONE TO BLOCK NO. SEVEN OF THE ALLEY OF HICKS' COUNSEL CORP.
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ALSO ONE TO BLOCK NO. SEVEN OF THE ALLEY OF HICKS' COUNSEL CORP.
ALSO ONE TO BLOCK NO. SEVEN OF THE ALLEY OF HICKS' COUNSEL CORP.

That the same and all thereof was at all times used by the plaintiff herein, and that the plaintiff until the spring of 1907 built and maintained a side walk along the west side of said tract of land and that in said spring of 1907, the plaintiff herein tore up the old side walk and began the construction of a new cement side walk and curb along the west side of said lot, where it fronts upon main street of the village of Mayer, the defendant, and that after the plaintiff had constructed the curb stone as hereinbefore alleged, the village authorities notified her to remove the same and to remove the side walk from said tract of land, and upon her failure, so to do, the village authorities caused a part of said curb to be torn up and destroyed.

-10- That the village authorities at that time for the first time notified her that said tract of land had been dedicated as a street, and that previous to said time the plaintiff had no knowledge or notice ever of the mistake in the dedication, as hereinbefore alleged, or that she was not the owner of the said tract of land, and that before that time your plaintiff had no notice or knowledge whatever, that said tract of land was included in said dedication as hereinbefore stated.

-11- That at the time your plaintiff so signed said dedication as hereinbefore stated the village authorities and its agents and officers wrongfully and unlawfully and with intent to defraud the plaintiff stated and represented to her that said dedication and that only included the alley East of said block number three and did not contain the strip of ground South of said block three, hereinbefore described, and that your plaintiff, relying upon said representations signed said dedication.

-12- That the tract of land described as follows: Commencing at a point one hundred and fifty-seven and one-half feet (157½) North and thirty-three feet (33) East of the South west corner of the North west quarter (¼) of Section Six (6) Township one hundred and sixteen (116) North of Range twenty-five (25) in the county of Carver and state of Minnesota, running thence West one hundred and fifty feet (150)

the same as the above described tract, the plaintiff's attorney has been
of record, the defendant, and that after the defendant had contacted
the west side of said lot, where it is located adjacent to the plaintiff's
work and taken the consideration of a new corner side with and with stone
first to said side of 1800, the defendant, however, took in the side
measured a side with stone the west side of said lot of 1800 and
plaintiff, and that the defendant, with the side of 1800 and
that the same and all the other side of all other side of the plaintiff

thence South fifty feet (50), thence East one hundred and fifty feet
(150), thence North fifty feet (50) to the place of beginning, should
not be included in said plat and dedication, and that in order to make
said plat conform to the intentions of the parties and to the agreement
entered into the said above described tract of land should be left out
of said plat and dedication.

WHEREFORE, this plaintiff prays judgment that said plat be reformed
as aforesaid, and for such other and further relief as may be just
and proper together with the costs and disbursements of this action.

John J. Isker
Plaintiff's Attorney,

Waseca, Minn.

MINNESOTA

COURT
Eighth Judicial District.

Plaintiff.

vs.

Defendant.

is hereby admitted
service of the within

COUNTY,
LED

1931

... Clerk

ISKER,

aintiff.

Minn.

Radical. Wasco, Minn.

533

State of Minnesota,
County of Carver.

In District Court,
Eighth Judicial District.

Albertine Haueter,

Plaintiff,

against

The Village of Mayer, a Municipal corporation,
and Fred Haueter,

Defendants

For reply to the defendant's answer, the Village of Mayer,
plaintiff alleges:-

I.

That she denies each and every allegation, matter fact and
thing in said complaint contained except as the same are admissions
he allegations in plaintiff's complaint.

II.

Specifically denies that the cause of action accrued for
for more that six years before the commencement of the action.

WHEREFORE, this plaintiff prays judgment as asked for in the
complaint.

John J. Isker.
plaintiff's Attorney.

Journal

MINNESOTA

COURT
Local District.Haueter,
Plaintiff.

vs.

Mayer & Fred Haueter,
Defendant.

is hereby admitted

is hereby admitted

LED

P-23100

Clerk

Isker,

Plaintiff

Minn.

Radical, Wasca, Minn.

533

STATE OF MINNESOTA
County of Carver.

DISTRICT COURT
Eighth Judicial District.

Albertina Haueter,

Plaintiff

- VS. -

The Village of Mayer, a municipal
corporation, and Fred Haueter,
Defendants.

Now comes said Village of Mayer, one of the defendants named in
said above entitled action, and for its separate answer, to the complaint
of the plaintiff in said action, respectfully states and alleges:

1. That this said defendant admits each and every allegation contained
in paragraph one and two of said complaint.
2. This defendant further admits that on the 26th day of December A.D. 1900
said plaintiff and her son, said Fred Haueter did join in and execute the
and dedication referred to in paragraphs one and six of said complaint;
defendant admits that included in said plat and dedication the following
strip of land, to wit, commencing at a point 157 1/2 feet North and 32 feet
East of the Southwest Quarter of the Northwest Quarter of Section 8 Town-
116, North, Range 25 West, running thence East 150 feet, thence South 50
feet, thence West 150 feet, thence North 50 feet to the place of beginning,
was dedicated by said plaintiff and said Fred Haueter as and for a public
alley.

This defendant further admits alleges and charges the facts to be, that
prior to the execution of the said plat and dedication referred to
in said complaint, and in consideration for the proper and legal dedication
to the public use for the purposes of a public alley and highway of a strip
on the north, east and south of said Block Three in the said Village
of Mayer, and of the width indicated on said plat, to wit, on the north and
east twenty feet wide and on the south fifty feet wide, this said plaintiff
entered into an agreement with the said Village of Mayer and the inhabit-
ants then residing upon the lands now embraced in said Block three wherein
and whereby said plaintiff promised and agreed upon being paid seven dollars
by each such inhabitant then occupying the lots now embraced in said Block
three that she and her said son Fred Haueter would make and execute said
plat and would formerly and legally dedicate to the public the said strip
of land aforesaid on the north, the east and the south of said Block Three;

MINNESOTA

COURT
District.

Haueter, Plaintiff.

vs.

Mayer & Fred Haueter,
Defendant.

is hereby admitted
service of the within

LED

28100

is hereby admitted

ISKEE,

Plaintiff.

Minn.

Radical, Wasco, Minn.

533

as and for a public alley or highway; that in consideration thereof the said inhabitants then occupying said Block all paid to said plaintiff the said amount so agreed to be paid, and the said Village of Mayer accepted said dedication and forthwith opened up said strip of land to public use as a highway and has continuously ever since said year 1900 kept the same in repair and open as a public highway and the same has ever since said year 1900 been continuously so used by the public. That on information and belief this defendant alleges that in pursuance of said agreement to so dedicate the said plaintiff accepted and received from the said inhabitants the sum of about Seventy Five Dollars. That this said agreement is the same agreement referred to in paragraph six of said complaint.

4. That said strip of land described in said complaint, to wit, Commencing at a point 157 1/2 feet North and 33 feet East of the Southwest quarter

the Northwest quarter of section 6 township 118 north of range 25, west, thence East 150 feet, thence South 50 feet, thence West 150 feet, thence North 50 feet to the place of beginning, being a strip of land fifty feet in width and 150 long lying adjacent to and immediately south of said

3 in the village of Mayer said County, has been kept in repair, used and marked by the public as and for a public highway for more than six years continuously next to and prior to the commencement of this action.

5. That the cause of action stated in the complaint did not accrue within six years before the commencement of said action, and the alleged cause of action is forever barred.

6. Save and except as hereinbefore expressly admitted, this defendant denies said complaint and each and every allegation matter and thing in said complaint contained.

WHEREFORE, This defendant prays that said action be dismissed with costs and disbursements allowed to this defendant.

Thos F. Craven
Attorney for said defendant, the
Village of Mayer, CHASKA, MINN

(Original)

STATE OF MINNESOTA,

County of

Carver

COURT.

District

Albertina Hauster

Plaintiff.

vs. Village of Mayer and Fred Hauster

Defendant.

Superior Court of the State of Minnesota
County of Carver

Due and personal service of the within

CARVER COUNTY, hereby admitted

FILED

day of

MAR 2 1908

W. D. Muehlenberg, Clerk.

Attorney for

John T. Conover

Attorney for Defendant Village of Mayer

Chaska, Minn.

C. F. GREENWOOD, MANKATO, MINN.

Served by mail, posted at Chaska July 8 1908

(533)

State of Minnesota,
County of Carver.

District Court.

Eighth

Judicial District.

Albertina Hauster, Plaintiff,

Against

the village of Mayer, a
municipal corporation, and
Fred Hauster. Defendants.

Complaint.

For complaint in the above entitled action, this plaintiff alleges and shows to the court:

-1- That your petitioner herein is the owner, proprietor and occupant of lot No. one in block No. Three of the village of Mayer, county of Carver, and state of Minnesota, according to the recorded plat thereof, which is now of record in the office of the register of Deeds in and for said county of Carver, which said plat is recorded in the Volume 3, book of plats, pages 96, 97 and 98, and is a part of the original town-site of the said village of Mayer.

-2- That the village of Mayer, county of Carver, and state of Minnesota now is and since the 10 day of December, A. D. 1900, was a municipal corporation, organized, created and existing as such a municipal corporation under and by virtue of the laws of the state of Minnesota.

-3- That the plaintiff herein, Albertina Hauster, up to the fall of the year 1899, was the owner of the North east quarter (1/4) of Section six (6), Township One hundred and sixteen (116), North of Range twenty-five (25) in the county of Carver and state of Minnesota, and that on or about the first day of September, A. D. 1900, she deeded said parcel of land to Fred Hauster, reserving the tract of land now constituting block three of the village of Mayer.

4- That at the time she deeded said land as hereinbefore stated she intended and it was also so intended by said Fred Haueter, that said reservation should also include the strip of land described as follows: Commencing at a point one hundred and fifty-seven and one-half feet (157½) North and thirty-three feet (33) East of the South west corner of the North west quarter (¼) of Section Six (6) Township One hundred and sixteen (116) North of Range twenty-five (25) in the county of Carver and state of Minnesota, running thence East one hundred and fifty feet (150), thence South fifty feet (50) thence East one hundred and fifty feet (150) thence North fifty feet (50) to the place of beginning, but by mistake of the scrivener said tract of land was not so included in said reservation contained in said deed to said Fred Haueter, but the same and all thereof was contained in the deed to him, and by mistake was deeded to him in fee.

5- That at the time of deeding said land to said Fred Haueter, the plaintiff took a mortgage on the same to secure to herself a part of the purchase price for said land.

6- That prior to February 26, 1900, the petitioner herein and her son Fred Haueter entered into an agreement with the village authorities and inhabitants of the tract of ground to be incorporated as the village of Mayer, to dedicate a tract of land twenty (20) feet wide East of block three in the said village of Mayer to be used as an alley and that on the 26th day of December, A. D. 1900, they did join in a dedication intending thereby to dedicate said alley, but the surveyor included in the plat and there was included in the dedication of said alley executed by the plaintiff and Fred Haueter, the strip of land hereinbefore described as follows: Commencing at a point one hundred and fifty-seven and one-half feet (157½) North and thirty-three feet (33) East of the South west quarter (¼) of the North west quarter (¼) of Section Six (6) Township one hundred and sixteen (116) North of Range twenty-five (25) in the

county of Carver and state of Minnesota, running thence East one hundred and fifty feet (150), thence South fifty feet (50), thence West one hundred and fifty feet (150), thence North fifty feet (50), to the place of beginning, being a strip of land fifty feet (50) wide and one hundred and fifty feet (150) long, lying South of lot No. One in block No. Three of the village of Mayer, Carver county, Minnesota.

-7- That said strip of land was so included in said plat and dedicated without the knowledge and consent of the plaintiff herein and of Fred Hamster, and was so included in the same wrongfully and fraudulently with intent to defraud your plaintiff and that your plaintiff was lead to believe and that it was so represented to her by said village authorities that said plat and dedication contained only the alley hereinbefore mentioned and did believe that said plat and dedication contained only said alley East of block Three in said plat of Mayer, and that your petitioner is unable to read or write the English language or to understand the same properly, and that ^{the} said village authorities had full notice and knowledge of all of

going, and full notice and knowledge that the plaintiff was in fact the owner of said tract of land.

-8- That the plaintiff herein owns valuable dwelling house that is situated partly on lot One, block Three of said village of Mayer and partly on the strip of ground hereinbefore described, lying South of said lot One, and which was by mistake dedicated to the public as a street, which dwelling house your petitioner now is and for ten years last past has been occupying as her homestead and did so occupy the same at the time of the making of said plat and dedication.

-9- That after said strip of ground hereinbefore described was dedicated as hereinbefore alleged, the plaintiff herein retained possession thereof and has ever since occupied the same and cultivated the same; that said street was never opened or worked and never in any way used by the public as a street.

-10- That at the time your plaintiff so signed said dedication as hereinbefore stated the village authorities and its agents and officers wrongfully and unlawfully and with intent to defraud the plaintiff stated and represented to her that said dedication and plat only included the alley East of said block number three and did not contain the strip of ground South of said block three, hereinbefore described, and that your plaintiff, relying upon said representations signed said dedication.

That the tract of land described as follows: Commencing at a point one hundred and fifty-seven and one-half feet (157½) North thirty-three feet (33) East of the South west corner of the South west quarter (3) of Section Six (6) Township one hundred sixteen (116) North of Range twenty-five (25) in the county of Wabasha and state of Minnesota, running thence West one hundred and fifty feet (150), thence South fifty feet (50), thence East one hundred and fifty feet (150), thence North fifty feet (50) to the place of beginning, should not be included in said plat dedication, and that in order to make said plat conform to the intentions of the parties and to the agreement entered into the above described tract of land should be left out of said plat dedication.

WHEREFORE, this plaintiff prays judgment that said plat be re-
voked as aforesaid, and for such other and further relief as may be just and proper together with the costs and disbursements of action.

John J. Isker.
Plaintiff's Attorney,

Waseca, Minn.

Together with the costs and disbursements of this action.

Dated: July 27, 1903.

John J. Isker
Attorney for Plaintiff

State of Minnesota, } ss.
County of _____
being first duly sworn, upon oath
says that he is _____ the _____ in the
foregoing within entitled action; that the foregoing _____
is true of his own knowledge, except as to matters therein stated on information and belief, and as
to such matters he believes it to be true.

Subscribed and sworn to before me, this _____ day of _____ 190_____

[NOTARIAL
SEAL]

Notary Public, _____ County, Minn.

State of Minnesota, } District _____ Court.
County of Carver } *Eight* Judicial District.

Albertina Haueter,

against Plaintiff

The village of Mayer, a municipal corporation,

and Fred Haueter.

Defendants

SUMMONS.

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 served upon you, and to serve a copy of your answer to said complaint on the subscriber _____
at _____ office, in the City of Waseca,
in the said County of _____ within _____ 20 _____ days after service of
this summons upon you, exclusive of the day of such service; and if you fail to answer the said com-
plaint 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 January 21, _____ A. D. 1908

John J. Isker.
Attorney for Plaintiff
Waseca, Minnesota.

Original.

No.

State of Minnesota,

Carver County,

District Court,

Fifth Judicial District.

Albertina Heister,

Plaintiff

vs.

The village of Mayer & Fred Heister.
Defendants

COMPLAINT.

Due and personal service of the within

is hereby admitted

this CARVER COUNTY, day of

FILED 190

MAR 2 1908

Attorney for

H. C. Muehlberg, Clerk.

Attorney for

John J. Isker,

Attorney for plaintiff.

No. 1172. LEON F. DOW CO., SAINT PAUL.

(533)

State of Minnesota,

County of

being duly sworn, says that on the

day of 190, at

he served the within

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

I hereby certify and return, that on the 31st day of January 1908, at the Village of Mayer in the County of Carver and state aforesaid, I served the within and hereto attached Summons and Complaint upon the Village of Mayer, a Municipal corporation, Defendant. by then and there personally handing to and leaving with one G.J. Lens, then and there the acting President of the village Council of the Village of Mayer a true and correct copy of said Summons and Complaint.

Dated this 31st day of January 1908.

Sheriff's Fees, Return, \$1.00
" Milage \$3.80
Total.....\$4.80

G. A. Gatz
sheriff of Carver County,
Minn.

No.

IN DISTRICT COURT,

Eighth Judicial District,
County of *Lawer*

Albertina Hauster
Plaintiff

AGAINST

The Village of Mayer & Co.
Fred Hauster Defendants

NOTE OF ISSUE

Last Pleading Served,

Feb. 24 — 19*08*

Court

Case.

John J. Isken.
Attorney for Plaintiff.

Thos. J. Kraven.
Attorney for Defendant.

Will the Clerk please file this note
of Issue, and enter the cause on the
Calendar for the *March*.

A. D. 19*08* Term of this Court.

Yours, etc.,

John J. Isken.
Attorney for Plaintiff.

Filed *Feb. 25* 19*08*
H. O. Muehlberg
Clerk.

By

Deputy.

The \$3.00 deposit required by Sec. 2, Chap. 48,
General Laws of 1886, must be paid before any action
will be entered in Clerk's Office.