



[Minnesota.](#)
[District Court \(Carver County\).](#)
[Civil and Criminal Case Files and Index.](#)

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No. 721

DISTRICT COURT,
CARVER COUNTY, MINN.

Little & Fiskel
Plaintiff.

vs.

The Hastings & Dakota
Railroad Company
Defendant.

Frank Warner
Plaintiff's Attorney.

L. Smith
Defendant's Attorney.

Date of Entry March 18th 1873

Register of Actions "A" Page 154

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

Transcript of Justice Docket

State of Minnesota } In Justice Court.
County of Carver } before J. S. Leford,
Gottlieb Shurtle } Justice of the Peace
vs
Hastings & Duluth, R.R.

1872.

Nov^r 14 Summons issued and placed in the hands of Fred Totten, Constable for the town of Carver, for service returnable Nov^r 22nd 1872. at 10 O'clock in the forenoon. At the time and place appointed, Summons returned duly served, upon the Station Agent for said Dept. Wm H. Mills. Plaintiff appeared in person, and by his Attorney Frank Warner Esq. Plff filed his complaint in writing. Def^t having failed to appear within the hour, allowed by law to wit 11 O'clock A.M. Gottlieb Shurtle being duly sworn testified on behalf of the plaintiff and as to matters contained in the Complaint Plaintiff tested his case. At 20 minutes after 11 O'clock A.M. of said day, S. Smith Esq. Attorney for the Defendant appeared and before this Court had rendered judgment in the case. At which this 22nd day of Nov^r 1872. I rendered Judgment in favor of the plaintiff, Gottlieb Shurtle, and against the defendant, the Hastings.

And Dakota Rail Way Company for the
sum of \$30~ besides the cost of this action
amounting to the sum two dollars and
seventy cents. Whole amount of Judgment
and cost. \$ 32⁷⁰/₁₀₀ ~

Justice fees	\$ 2.70	J. S. Leford Justice of the peace
Constable "	1.00	
Judgment	30.00	
Total " "	\$ 32.70	
Appeal papers	2.00	Paid

1872 Affidavit on appeal filed by plaintiff
Nov^r 22nd Undertaking on appeal filed
and surety approved. Notice of appeal
given and proof of service filed and
I hereby allow the appeal taken by the
plaintiff to the District Court. Cost of
appeal and making return \$2.00 paid
by the plaintiff.

J. S. Leford Justice
of the peace,

State of Minnesota
County of Cass } S.S.

J. S. Leford vs. Hastings and
Dakota Steam Navigation Co.

I hereby certify and return,
that the above is a true transcript of my
Docket in the above entitled action, and
that I herewith, transmit all the papers
had before in said action,

J. S. Leford, Justice
of the peace,

Transcript of Justice
Docket,

State of Minnesota }
County of Carver } ss

The State of Minnesota
To the Sheriff or any Constable of
Said County,

You are hereby requested
to summon the Hastings and
Nebraska Rail ~~Co~~^{way} Company if she
shall be found in your County to be
and appear before the undersigned
a Justice of the peace in and for
Said County at his office in Carver
in Said County, on the 22nd day
of November AD 1872 at 10 O'clock
in the forenoon of Said day to
answer to Gilleck Finkle, in a
Civil action and have you then
and there this writ

Given under my hand this
24th day of November AD 1872

J. S. Seaford

Justice of the peace,

State of Minnesota }
County of Carver }

38

I hereby certify and return that I served
the within summons upon the within
defendant by serving the same upon the ^{person} agent of the said
defendant ^{John} H. Mills on the 15th day of
November A.D. 1892 in said County of Carver.

Dated Nov 21st 1892

Proctor 25⁰⁰

Summons 100

Frederick Foster
Constable Carver County
Minnesota

Col. Wm. L. Smith

100

Wm. L. Smith & Co. 100

Wm. L. Smith & Co.

Summons

100

Liba Nov 22nd 1892

J. C. L. L. L.

Justice of the Peace

Liba, March 1893 to 1893.

Wm. L. Smith & Co.

State of Minnesota }
County of Carver } ss.

In the Justice's Court
Before

J. S. Litchford Dep.
Justice of the Peace

Gottlob Linkel

against

The Hastings & Dakota Railroad
Company

The Complaint of the
Plaintiff respectfully states and shews to this Court:
That he is the owner and seized of the title in fee of the
the North East quarter (1/4) of the South East quarter (1/4)
of Section Fourteen (14) and the North West quarter (1/4)
of the South West quarter (1/4) of Section Thirteen (13)
all in Township one hundred and fifteen (115)
Range Twenty four (24) in said County of Carver and
State of Minnesota.

That on or about the Twenty-third day of December
A.D. 1871 the Plaintiff entered into an agreement with
the Defendant by the terms of which the said Defendant
for valuable consideration promised and agreed
to construct and maintain three good crossings
over and across the Railroad of said Defendant
passing through the land before described.

But that said Defendants have neglected and refusal
to construct and maintain the said crossings or
either of them. And the Complaint of the
Plaintiff further states and shews that on the
opposite side of said Railroad from the dwelling and
improvements of this Plaintiff the Plaintiff owns the

amount and quantity of ~~about~~ thirty acres of timber land
situated upon the land before described where the
Plaintiff ^{has been accustomed to} obtain the necessary fuel or firewood for his
own use and for the purposes of the market.

That by reason of the failure of the said Defendant
to construct and and maintain said crossing
this Plaintiff has been deprived of the use thereof
from and since the Twenty seventh day of January
A.D. 1872. To the damage of the said Plaintiff in the
sum of one hundred dollars.

Wherefore the Plaintiff demands judgment against
said Defendant in the sum of one hundred dollars
as his damages besides the costs of this action.

Frank Warner

Plaintiff's Attorney

In the Justice Court

Before J. S. Lelford Esq
Judge of the Peace

Frankie

vs
Harrison & DeKola
Co

Complainant

Filed Nov 22. 1872
J. S. Lelford Justice of the Peace

Filed Nov 22. 1872
J. S. Lelford

Specimen by the
J. S. Lelford
1872
Harrison & DeKola
Co

Frank Warner
Plaintiff's Attorney

Amount and quantity of ~~about~~ thirty acres of timber land situated upon the land before described where the Plaintiff ^{has been accustomed to} obtain the necessary fuel or firewood for his own use and for the purposes of the market.

That by reason of the failure of the said Defendant to construct and and maintain said crossings this Plaintiff has been deprived of the use thereof from and since the Twenty seventh day of January A.D. 1872. Is the damage of the said Plaintiff in the sum of one hundred dollars.

Wherefore the Plaintiff demands judgment against said Defendant in the sum of one hundred dollars as his damages besides the costs of this action.

J. Frank Warner

Plaintiff's Attorney

In the District Court

Before J. S. Lelford Esq
Judge of the Court

Franklin

Wells & Dakota RR
Co

Defendant

Filed Nov 22. 1872
J. S. Lelford Justice of the Peace

Filed Nov 22. 1872
J. S. Lelford

Witness my hand
at Wells, Dakota
Nov 22. 1872
J. S. Lelford

J. Frank Warner
Plaintiff's Attorney

In the Justice Court

State of Minnesota,
County of Carver

ss.

Scottob Finkel

came

before me personally, and being duly sworn, doth say that he is

The Plaintiff

in the above entitled action: that the foregoing Complaint
is true of his own knowledge, except as to those matters therein stated on
his information and belief, and as to those matters, that he believes
it to be true.

Subscribed and Sworn to before me,

On this 22nd day of November

A. D. 1872

J. S. Lefora

Justice of the Peace

Scottob Finkel

State of Minnesota of
County of Cass / Pro Justice Court
Before J. S. Ledyard Esqr
Justice of the Peace

Gottlieb Finkler

Against

H. H. Hastings & Dakota

Railway Company

Frank W. Haver Esqr Plaintiff
& J. S. Ledyard Esqr Justice of the
Peace

You and each of you are hereby
notified that the above named Defendant
has taken an appeal from the judgment
rendered by said Justice against the
above named Defendant in the
above entitled action on the 22nd
day of November 1872 to the District
Court next to be holden in and
for said Cass County and
that said Appeal is taken on
questions of fact alone

Yours Respectfully
J. Smith

Nov 22 1872

D. G. Ledyard
Hastings
Min

Clam County
Justice Court
^{before}
J. D. Litch & Son

Gottlieb Finkler
Against

The Hastings & St. Louis
Railway Company
Notes & Appraisement

Shubby Adams
Sum of a copy
of the collection
was this 22nd day
of Aug 1872

Wm. F. Warner
S. L. Smith
Sept. 1872
J. D. Litch & Son
of the firm

John March 18th or 18th 1873
Gottlieb Finkler
Clam

State of Minnesota,
County of Cum

IN JUSTICE COURT.

ss.

Before

J. L. Leland Esq.
Justice of the Peace.

Gottlieb Finkler
against
H. Hastings & Dakota
Railway Company

BOND ON APPEAL.

Know all Men by these Presents, That we H. Hastings &
Dakota Railway Company
as principal, and Jugraus Smith
of Minnesota as surety, are held and firmly bound unto
Gottlieb Finkler plaintiff above named
in the sum of One Hundred and fifty
Dollars, to be paid to the said Gottlieb Finkler
for the payment wherof, well and truly to be made, we jointly and severally bind ourselves,
our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated this 22 day of Nov
A.D. 1872

The condition of this obligation is such that, whereas the said Hastings & Dakota
Railway Company the above named defendant
appeals to the District Court for said county from that certain judgment rendered by said
Justice of the Peace, in the above entitled action, in favor of said plaintiff
and against said defendant, on the 22 day of
November A.D. 1872

NOW THEREFORE, if the said Appellant H. Hastings & Dakota Railway Co
shall prosecute his appeal with effect and abide the order of the Court therein, then this
obligation shall be null and void, otherwise of force and effect.

In Testimony Whereof, we have hereunto set our hands and seals the day and year
aforesaid.

Signed, Sealed and Delivered in presence of

Hastings & Dakota Railway Co [SEAL.]
By J. Smith [SEAL.]
Jugraus Smith [SEAL.]

State of Minnesota,
County of Cum

ss.

Be it Known, That on this

22

day of Nov

A.D. 1872, came before me personally

J. Smith

to me well known to be the same persons who executed the foregoing Bond, and they severally
acknowledged the same to be their own free act and deed.

J. L. Leland Esq.
Justice of the Peace

State of Minnesota,

ss.

County of Carver

A. Smith

and

came before me personally, and being by me first duly sworn doth say, each for himself, that he is the surety above named; that he is a resident and freeholder of and in this State of Minnesota, and worth the amount of Five Hundred Dollars, specified in the foregoing Bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

J. D. Leford

Subscribed and Sworn to before me, On this

22^d

day of

November A.D. 1892

J. D. Leford
Justice of the Peace

In Justice Court.

County.

Carver

Before J. D. Leford Justice.

Wm. C. Leford

AGAINST

W. D. Leford Co.

Bond on Appeal.

I hereby approve the within Bond and the sureties thereon.

Dated and filed Nov. 22. 1892

A. D. 18

J. D. Leford
Justice of the Peace.

Attorney for

ST. PAUL PRESS PRINT.

John W. Leford
Attorney at Law

State of Minnesota
County of Carver,

Gustaf Finkel

vs

The Hastings Dakota
Railroad Company,

Transcript of Deed,

State of Minnesota
County of Carver
Court, 8th Judicial District
Clerk's Office

Filed March 18th AD 1883,
G. H. Grayson
Clerk

721
No. _____

DISTRICT COURT,
CARVER COUNTY, MINN.

Lehtolot Finkkel

Plaintiff.

vs.

*The Hastings & Dakota
Railroad Company*

Defendant.

Frank Warner

Plaintiff's Attorney.

L. Smith

Defendant's Attorney.

Date of Entry *March 18th* 1873

Register of Actions *"A"* Page *154*

Term Tried _____ 1 _____

Judgment for _____

Amount of Judgment \$ _____

Date of Judgment _____ 1 _____

Judgment Book _____ Page _____

Default Judgment Book _____ Page _____

Date of Docketing _____ 1 _____

No. 722

DISTRICT COURT,
CARVER COUNTY, MINN.

*Clow Reaper Manufacturing
Company* Plaintiff.

vs.

Ignatz Winkler Defendant.

Samuel Fowler Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *March 22nd 1873*
Court Register "A" Page *155*
Register of Actions

Term Tried *1*

Judgment for

Amount of Judgment \$ *91.40*

Date of Judgment *April 17, 1873*

Judgment Record "A" Page *301*
Judgment Book

Default Judgment Book Page

Date of Docketing *April 17th 1873*

Judgment Record "A" page - 164 -

State of Minnesota
District Court
County of Carver,

Clow Reaper Manufacturing
Company
against
Ignatz Winkler.

Judgment Roll.

Judgment	\$ 45.00
Interest	" 5.40
Costs	" 11.00
Total	\$ 91.40

Filed April 14th AD 1893.
G. H. Graymuhl
Clerk.

- 155 -

Samuel Fowler, atty for Clow
Clow, Minnesota

State of Minnesota
County of Carver District Court 8th District.

Clow Reaper Manufacturing Co.

Against
Ignatz Winkler.

Copy of Judgment.

Upon filing in this action
the Complaint and Summons with proof of personal
service thereof, together with an affidavit of no answer
or appearance in said action on the part of the defendant.

Now therefore, upon motion of Samuel Fowler
Attorney for the Plaintiff, it is hereby adjudged and
the judgment of this Court is that said Plaintiff do
recover of said Defendant the sum of Seventy five
dollars with five dollars ^{& forty cents} interest, as claimed by said
Summons and Complaint, with the additional sum
of Eleven dollars, disbursements and costs, taxed in
said action, amounting in all to the sum of Ninety
one dollars and forty cents, and that said Plaintiff
have his lawful process therefor

Judgment & interest \$ 80. 40

Costs. Statute Costs \$ 5. 00

Constables fees " 2. 60

Clerks fees " 3. 40

Total

\$ 11. 00
\$ 91. 40

Dated, April 14th AD 1873.

By the Court:

C. Wrayentuhl

Clerk.

State of Minnesota
County of Carver } ss

District Court
9th Judicial District

Clas Klepper Manufacturing Company }
- against - Plaintiff }
Ignato Minkler }
Defendant }

Carver County } ss.

Samuel Fowler being first duly sworn doth
depose and say that he is the Attorney for the Plaintiff
in the foregoing entitled action and has acted as such
Attorney from the commencement thereof -

That no copy of an answer to the Complaint in said
action has been served upon him neither has
said Defendant appeared therein in any manner
by person or Attorney

Sworn to and subscribed
before me this 14th day of
April A.D. 1943

W. H. Wraynbul
Clerk District Court
Carver County

S. Fowler

District Court
County of Carver

Flow Keeper Manufacturing Co

v

Winkler

Affidavit of no answer

Bowles
Plaintiff's Atty.

(783)

That the Defendant though often requested so to do
has not paid the said note or any part thereof
and the Plaintiff are now the owners and
holders of said note.

Wherefore the Plaintiff demand judgment
against said Defendant for the sum of
Seventy-five dollars with interest at ten per
cent per annum from the 31st day of July A.D.
1842 - besides the their costs of this action.

Dated Carver March 20th A.D. 1873

Stowder

Plaintiffs' Attorney
Carver

Carver Co.
Maine

District Court
County of Carver

Clow Reaper Manufacturing Co

v

Minkler

Complaint

Filed March 22, 1893,
G. H. Hagenbuhl
Clerk
155

Sowler
Plaintiff's Atty.

and figures following to-wit:

Stamp

\$ 25.00
100

No.

Benton July 31 1872

" On or before the First day of January next I
" promise to pay to the Clow Reaper Manufacturing
" Company or order seventy-five ~~to~~ ⁰⁰/₁₀₀ dollars
" for value received in one ^{to} ~~for~~ Self making
" Reaper with interest at ten per cent per
" annum; if paid when due, interest at
" seven per cent, payable at Carver
" Minnesota

" The express condition of the sale and purchase
" of said machine is such that the title ownership
" or possession ~~of~~ does not pass from the said
" Clow Reaper Manufacturing Company until

(For 4)

" this note and interest is paid in full; that the
" said Clow Reaper Manufacturing Company has
" power to declare this note due and to take
" possession of said machine at any time
" they may deem themselves insecure even before
" the maturity of the note; and upon the removal
" or attempted removal of the drawer or upon the
" transfer or attempted transfer of the machine
" this note is to become due

" Post Office address

(S³) Ignatius Minkler

Benton Carver Co. Minn.

In presence of John Sundine

State of *Mass.* *Att. Gen.*

County of Carver

District Court

8th Judicial District

Clow Reaper Manufacturing Company
 against Plaintiffs { Complaint.
 Ignatio Brinkler
 Defendant }

The complaint of the Plaintiffs respectfully states and shews to this Honorable Court as follows

That the Plaintiffs are a corporation
duly chartered under and by the laws of the
State of Wisconsin and pursuant to an Act
of the Legislature of said State being Chapter
43 of the Revised Statutes of the General Laws
of the State of Wisconsin.

That on the 31st day of July A.D. 1872 the
above named Defendant Ignatz Minkler
at Benton in the County of Carver and
State of Minnesota made executed and delivered
to the Plaintiffs above named his certain
promissory note in writing whereby the said
Defendant then and there promised to pay to the
said Plaintiffs or order the sum of Seventy Five
Dollars with interest at ten per cent per annum
on or before the First day of January next following
which said promissory note reads in the words

(Fol 2)

State of Minnesota.

DISTRICT COURT.

8th Judicial District.

County of Carver

The Mow Reaper Manufacturing Company

Plaintiffs

against

~~L. Frankler~~ Ignato Winkler

Defendant

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You ~~Ignato~~ Winkler are hereby summoned and required to answer the Complaint in this action which is filed in the office of the Clerk of the District Court at Chaska in said County

and to serve a copy of your Answer to the said Complaint on the subscriber, at his office in the Town of Carver in the County of Carver and State of Minnesota within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will take judgment against you for the sum of seven hundred and fifty dollars with interest at ten per cent per annum from the 31st day of July A.D. 1872

Dated March 20th A.D. 1873

Plaintiff's Attorney,

Minn.

State of Minnesota }
County of Carver

County of Carver, Minn.
Frederick Foster being first duly sworn doth depose
and say that I
do hereby certify and return that I served the within
~~subpoena~~ Summons upon the within named Gust Winkler
upon the 25th day of March, A.D. 1893 in the County
of Carver by reading the original Summons to him and by
delivering to him a true copy thereof.

That he knows the said Gust Winkler to be the identical person
represented as Defendant herein.

Subscribed & sworn to before me
this 27th day of March A.D. 1893

Minneapolis P. 2. 20
Grove 11. 40

Frank Werner
Justice of the Peace

Special Agent
Constable of Carver County
Minn.

DISTRICT COURT,

1st Judicial District.

County of

Carver

Gust Winkler Plaintiff

vs
Winkler

SUMMONS.

Plaintiff's Attorney.

Printed and for sale at the St. Paul Press Office.

STATE OF MINNESOTA, }
County of Carver } ss.

Samuel Fowler came

(Fol. 6) before me personally, and being duly sworn, doth say that he is Samuel Fowler the Plaintiff
attorney in the above entitled action: that the foregoing pleading is true to the best
of his knowledge, information and belief, and that the reason why this affidavit of verification is
not made by said Clos Reaper Manufacturing Co. is that they are absent from
the County of Carver, Minnesota, where resides this affiant their
attorney; and further saith not.

Subscribed and Sworn to before me,

On this 22^d day of March A. D. 1873

Frank Wagner
Notary Public, Minn.

Justice of the Peace

No. 722

DISTRICT COURT,
CARVER COUNTY, MINN.

Clow Paper Manufacturing
Company Plaintiff.

vs.

Ignatz Winkler Defendant.

Samuel Fowler
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry March 22nd 1873

Court Register "A" Page 155
Register of Actions

Term Tried 1

Judgment for

Amount of Judgment \$ 91.40

Date of Judgment April 17, 1873

Judgment Book "A" Page 301
Judgment Book

Default Judgment Book Page

Date of Docketing April 17th 1873

Judgment Record "A" page 164
Judgment Record

No. 723

DISTRICT COURT,
CARVER COUNTY, MINN.

Gerhard Nielsen
Plaintiff.

The Administration of the
Estate of Gerhart Nielsen
vs.
Dec. Defendant.

Frank Warner
Plaintiff's Attorney.

Baxter B. Cook
Defendant's Attorney.

Date of Entry *March 25, 1873*
Court

Register of Actions *A* Page *16*

Term Tried *April General* *1873*
19

Judgment for *Defendant*

Amount of Judgment \$ *30.79*

Date of Judgment *Apr. 30, 1873*
19

Minute Record
Judgment Book *A* Page *305*

Default Judgment Book Page

Date of Docketing *Apr. 30, 1873*
19

Judgment Record Page *166*

State of Minnesota
District Court
County of Carver,

Gerhard Richards

against

The Administrator of the Estate
of Franz M. Richards, deceased,

Judgment Roll,

Judgment for costs
for defendant \$30.79

Filed April 30th 1893,
G. H. Traugott
Clerk.

Walter & Peck Attys for被告
Charles. W. W. W.

State of Minnesota
District Court 8th District.
County of Carver.

Gerhard Richard
against
The Administrator of the Estate
of Franz. H. Richard, deceased.

Copy of Judgment.

This case came on for trial
with a jury duly impanelled and sworn, on the 14th day
of April, A.D. 1873. at a Regular Term of the District Court
of said County. Which said jury duly returned a
Verdict for the defendant against said Plaintiff.

And therefore, upon Motion of Baxter
& Beck Attorneys for said Defendant, it is hereby
adjudged and determined, that said Defendant recover
of said Plaintiff, his costs and disbursements in said
action, taxed at the sum of Thirty dollars and Seventy
Nine cents, and that he have this lawful process therefor.

Statute Costs	\$ 10.00
Witness fees	" 4.44
Interpreter fee	" 3.00
Sheriff's fee	" 1.40
Affidavits	" .50
Clerk's fee	" 11.15
Total	\$ 30.49

Dated, April 30th A.D. 1873. By the Court:

G. H. Hagenbuhl, Clerk.

Apr May 12¹ 1873

Recd on the instn^t 10 March
costs of Mr. Lessor's witness for
Bolt & R. W.

Sist. Census
Census Census

Gerhard Strehner

- 25 -

The Administration
of Estate of G. H.
Strehner, deceased.

Original Notice

Filed, April 23^d A.D. 1893.
Gethway embell
Celant.

- 16 -

Box for Geo Peto
Altho for kept

County of Lewis. 3rd Sec

H. J. Peck being duly sworn
says that he found the within notes
and lies upon Foster Wren the atty
for Peck. by mailing them at Penn his
place of residence on the 23rd day of
April 1893 a true copy thereof and
paying the postage thereon

Subscribed and sworn to by H. J. Peck.

This 23rd day of April

1893.

G. W. Wrayenbuhl
Notary Public
Warner, Minnesota

State of Minnesota
Dist Court 8th Dist
Leann County
Gerhardt Stehans

-vs-

The Administrator of the
Estate of Frank H. Stehans
deceased.

To Frank Wamm
Atty for Plaintiff

You will take notice that an
application will be made before the
Clerk of the Dist. Court of said
County, at his office at the Court
House on the 3rd day of April
1873. at 10 o'clock in the forenoon
for the taxation of the following
bill of costs and disbursements and
for the entry of judgment in
favor of the defendant and
against the Plaintiff, therefor.

As true and Correct
Atty for Deft.

Statute Costs ————— #10.00
 Disbursements —————
 Rosalie Lasson 22 miles travel
 and two days attendance — # 3.32
 Daniel Stone one days attendance
 and two miles travel — # 1.12
 Albert Kopple, Interspersion — # 3.00
 Two affidavits ————— # 0.50
 Clerk's fees & other taxes — 11.15
 Sheriff's fees as per return — 1.40
 Total \$30.49
 Paid to Geo. Pfeiffer
 Atty for Deft.

State of Minnesota }
 County of Cass } ss.
 H. J. Pick being duly sworn
 says that he is one of the attys for
 the Defendant in the above entitled
 action that the foregoing bill of
 costs and disbursements are just
 and correct that said parties
 named as witnesses therein actually
 transacted the business and attend
 said Court as witnesses the
 times named in said bill that
 they were necessary and material
 witnesses on behalf of the Defendant.
 Subscribed and sworn to } H. J. Pick
 this 23^d day of April }
 1893. (G. H. Graymuhl)
 Clerk of Court
 Cass County, Minn.

Charika Carver Co State of Minn.

April 15th 1873.

We the Jury give our verdict in favor
of the Defendant

Charles Moeschler
for man

State of Minnesota
District Court
County of Carver,

Gerhard Michael
vs
The Estate of P. H. Michael
Defendant

Verdict,

Given, April 15th A.D. 1893.
Guthrie & Co.
Admrs.

76 -

State of Minnesota
Dist. Court Cass Co & Dist.
Gerhard & Nekhus, ^{Plaintiffs} vs the
- 74 - } And Complaint.

The Administration of J. H.
Nekhus, deceased.

The Dependent for answer
to the Complaint of Plaintiff herein
alleges: That he senior, to each and
every allegation and statement in
said Complaint contained except
that he left further answering says
that prior to the death of said
J. H. Nekhus, the deceased the
said Plaintiff and J. H. Nekhus,
deceased had a full and final
accounting and settlement together
of all their accounts, debts and
credits between said Plaintiff and
the deceased. That upon such
settlement a balance was found
due said Plaintiff, that the same
was then and there paid and
satisfied in full of all debts and
demands between said Plaintiff and
said deceased and that said
Plaintiff and deceased never had any
dealing or business transaction
together thereafter during the lifetime of

Plaintiff in payment thereof leaving a balance still due and owing to this Plaintiff in the sum of one thousand one hundred and seventy dollars (\$1170.00) -

And the Complaint of the Plaintiff further states and shows that thereafter to-wit: on the 11th day of

November A.D. 1870 the said F. H. Nichols died in said County and the amount due said Plaintiff was duly demanded of said Defendant and payment thereof refused.

Wherefore the Plaintiff demands judgment against said Defendant for the sum of Eleven hundred and seventy dollars (\$1170.00)

and interest thereon from the 1st day of January A.D. 1869 besides the costs of this action -
Ed Carver Agent 14th A.D. 1873

Frank Warner
Attorney for Plaintiff

i
is
his
it to

Ont.
A.D.

District Court
County of Carver

Berhard Niehaus

vs.

Estate of F. N. Niehaus

Amended Complaint

Filed, April 14th 1873
G. H. Grayentall
Clerk

To -

Frank Warner
Plaintiff's Atty

State of Minnesota,
County of Carver } ss.

Gerhard Niehaus came
before me personally, and being duly sworn, doth say that he is
the Plaintiff

in the above entitled action: that the foregoing Amended Complaint
is true of his own knowledge, except as to those matters therein stated on
information and belief, and as to those matters, that he believes
to be true.

Subscribed and Sworn to before me,

this 14th day of April
1873

} J. Niehaus

J. A. Sargent

Notary Public

State of Minnesota

Probate Court County of Carver
J. A. Sargent Judge

In the matter of the estate of Henry Henry
Williams deceased

In the District Court of Carver County

Record of Allowance by the Com-
missioner on said estate, appealed from

PROBATE.-St. Press.

REPORT OF

State of Minnesota

County of Carver ss - I J. A. Sargent
Judge of Probate, in and for the said
County of Carver do hereby certify
that the above and foregoing is a true
and correct copy of the record of the
allowance of the claim of Mrs. Mary
Williams against the above named
estate, appealed from by the administrator
of said estate to the district court of
said county.

Witness my hand and the seal of
said court this 25th day of March 1893

J. A. Sargent -

Judge of Probate
Carver Co Minn.

State of Minnesota
District Court
County of Carver

In the Matter of the Estate
of Franz Henry Richard
deceased

A. C. Tappan, Administrator
vs
Gerhard Richard

Appeal from Report of Commissioner

Filed, March 25th A.D. 1893
G. H. Rayentahl
Clerk

- 76 -

State of Minnesota }
County of Carver } 38

District Court
8th Judicial District.

Gerhard Michans

against

The estate of Franz Henry Michans
deceased

Complaint

The Complaint of the Plaintiff respectfully states and shews to this Court that on or about the 4th day of April A.D. 1868 the above named Plaintiff loaned to the above named Franz H. Michans then living and doing business in the Town of Waconia in said County at his request the sum of Three thousand and three hundred dollars (\$3300-) without any time being agreed upon for the repayment of the same. And the Plaintiff for a second cause of action against said Defendant states and shews that on the 4th day of April A.D. 1868 he entered into a contract to and with the said Franz H. Michans during his said lifetime to perform labor and services at and for the agreed price of one hundred dollars (\$100) per month. That in pursuance of such contract the Plaintiff performed such labor and services from and after the 4th day of April A.D. 1868 to ~~the~~ and until the 20th day of August A.D. 1868.

And the Complaint of the Plaintiff for a third Cause of action against said Defendant states and shews that said ~~Defend~~ Franz Henry Michans in his said lifetime became indebted to said Plaintiff on account

in the sum of four hundred and forty five dollars (\$445.) for amounts paid by said Plaintiff to one Kohler & Hassenstab for the building and erection of said Franz H. Niehaus' store building in the Town of Maconia in said County. Which said amount was paid to said Kohler & Hassenstab during the year aforesaid at the request of said Franz H. Niehaus.

And the Complaint of the Plaintiff further states and shews for a fourth cause of action against said Defendant that on the year aforesaid ^{Plaintiff} ~~he~~ said Plaintiff laid out and expended at the request of the said Franz H. Niehaus for the building and erection of the foundation to his said store building the sum of forty dollars.

And the Complaint of the Plaintiff further states and shews that he received from the said Franz H. Niehaus during the fall of the year 1868 to be applied in part payment of the several amounts due said Plaintiff from said Franz H. Niehaus as stated aforesaid divers sums of money in all amounting to Twelve hundred and fifty dollars (\$1250.) as well more particularly appear by a bill of particulars herewith annexed marked "A."

And the Complaint of the Plaintiff further states and shews that thereafter to wit in the Month of
A.D. the said Franz H. Niehaus died without having settled and finally paid

State of Minnesota,

County of *Carver*

} ss.

Gerhard Niehaus

came

before me personally, and being duly sworn, doth say that he is

the Plaintiff

in the above entitled action: that the foregoing

Complaint

is true of his own knowledge, except as to those matters therein stated on
his information and belief, and as to those matters, that he believes
it to be true.

Subscribed and Sworn to before me,

On this

day of

April

A. D. 1873

the several amounts and balance due and owing
this Plaintiff.

That the Plaintiff has duly demanded of said
Defendant the balance due him by reason of
the causes of action before stated but that said
Defendant has neglected and refused to pay the
same or any part thereof.

Wherefore the Plaintiff demands judgment
against said Defendant for the sum of
two thousand nine hundred and eighty five
dollars (\$2985) besides the costs with interest from
the first day of January A.D. 1869 besides the costs
of this action.

Dated Carver April 11th A.D. 1873.

Frank Warner
Atty for Plaintiff
Carver
Min

The Estate of *Luz. K. Richards*
L. Gerhard Richards

1868

April 14

To Cash

\$ 300.00

o Wages from April 14, 1868
 to the 20 days of August 1868

At one hundred dolls. per month

450.00

To paid for Building to
Kohler & Hassenstab

445.00

To Foundation

40.00

Total 1235.00

Credit

Received on account by Mortgage
 of *L. Kopmann*

100.00

J. Stengen

200.00

Chr. Jäkel

200.00

John Hahn

50.00

L. Hedke

250.00

Hm. Labbert

300.00

G. Hedke

100.00

Total 1250.00

1235.00

1250.00

To Balance

\$ 215.00

District Court
County of Carver

Berhard Niehaus

vs

Estate of Franz H. Niehaus

Complainant

Filed, April 19th AD 1893
J. Mayenburhl
Clerk,
14

Frank Warner
Plffs Atty

State of Minnesota }
County of Carver }

District Court

8th Judicial District.

Gerhard Niehaus

- against - Plaintiff

The Estate of Franz H. Niehaus - deceased

Defendant

The complaint of the Plaintiff respectfully states and shews for an amended Complaint herein that on or about the 4th day of April A.D. 1868 the above named Franz H. Niehaus had and received of the above named Plaintiff at Waconia in the County of Carver the sum of three thousand three hundred dollars (\$3300.00) for the use and benefit of the said Franz H. Niehaus. That thereafter and before the commencement of this action the Plaintiff duly demanded payment thereof but the same has never been paid -

And the complaint of the Plaintiff for a second cause of action herein against said Defendant states and shews that from the 4th day of April A.D. 1868 to and until the 20th day of August A.D. 1868

said Plaintiff performed labor and rendered services for the ^{said Franz H. Niehaus} Defendant at his request as a Clerk

That said labor and services were reasonably worth and of the value of one hundred dollars (\$100) per month.

That before the commencement of this action the same

was duly demanded and payment thereof refused -

And the Complaint of the Plaintiff for a third cause of action herein states and shews that during the Summer of A.D. 1868 at the request of the said F. H. Niehaus said Plaintiff paid laid out and expended to Kohler & Hasenstab at Naconia for building store ~~for~~ and foundation for said F. H. Niehaus the sum of four hundred and ninety dollars (\$490.)

That before the commencement of this action payment thereof has been demanded and has been refused.

And the Complaint of the Plaintiff further states and shews that afterwards to wit. and during the life time of the said Franz H. Niehaus in the Month of August A.D. 1868 said F. H. Niehaus paid to this Plaintiff by way of Mortgage the sum of Thirteen hundred and seventy five dollars (\$1375.00) by cash the sum of eight hundred dollars (\$800.00) by horse and wagon the value of one hundred and seventy dollars (\$170.00) by cash for wardrobe Thirty dollars (\$30.00) by store goods the value of Twenty-five (\$25.00) dollars which said several amounts were received in part payment by this Plaintiff of the amounts set forth in the causes of action hereinbefore stated. and which said several amounts in all amount to the sum of Two thousand four hundred dollars (\$2400.00) and that no other or greater sum has been received by this

State of Minnesota } In Probate Court before J. A. Burgess
County of Osborn } Judge

In the matter of the estate of Frank
Henry Melhouse deceased - To the above entitled
Probate Court - I H. S. Saper Administrator with
will annexed of the estate of Frank Henry Melhouse
deceased do hereby apply to said Court for an Appeal
and for leave to appeal to the district Court in
and for the said County of Osborn from the allow-
ance of a portion of the claims of Bernhard Melhouse
against the said above named estate which
allowances were made by John S. Setford and
Theodore Betting Comptrollers duly appointed
and qualified as such by said Probate Court
to receive examine and adjust all claims
and demands of all persons against said
Frank Henry Melhouse deceased - The amount
of the said claims of the said Bernhard
Melhouse presented to said Comptrollers was
four thousand two hundred & thirty five dollars - the
amount allowed thereon by said Comptrollers
is eight hundred and seventy dollars
Witness my hand and seal this 1st day of November - A.D. 1872

Burton & Peck

Attorneys for Applicant
Charles Miller

State of Minnesota
County of Hennepin

in the matter of the estate of Frank M. Milhouse deceased
Milhouse deceased - filed Nov 9 1872

J. A. Sargent
Judge of Probate
Hennepin Minn

Probate Court docket
Ex Minn -

In matter of the estate
of Frank M. Milhouse
deceased

On reading and being
the within application &
a bond of appeal, an
appeal in the within
matter is allowed

Filed in my office Nov
9. 1872 J. A. Sargent
Judge of Probate
Hennepin Minn

State of Minnesota } ss
County of Hennepin

I hereby certify that the within
application for appeal is a true trans-
cript of the original on file in this Court - that I have
compared the same with the original and find
the same to be a correct transcript thereof -

The witness' hand

I have hereto set my hand and seal of Probate Court
this 25th day of November 1872 J. A. Sargent

Judge Probate
Hennepin Minn

State of Minnesota
County of Le Sueur

in the matter of the estate of George H
Milhouse deceased - filed Nov 9 1872

J. A. Sargent
Judge of Probate
Le Sueur Minn

Probate Court Le Sueur
Co Minn -
In matter of the estate
of George H. Milhouse
deceased

In reading and filing
the within application &
a bond of appeal - are
affixed in the within
motion matter is allowed
filed in my office Nov
9 1872 J. A. Sargent
Judge of Probate
Le Sueur Minn

State of Minnesota } ss
County of Le Sueur

I hereby certify that the within
application for appeal is a true trans-
cript of the original on file in this Court - that I have
compared the same with the original and find
the same to be a correct transcript thereof -

The witness whereof

I have hereunto set my hand and Seal of Probate Court
this 25th March 1873

J. A. Sargent

Judge Probate

Le Sueur Minn

No.

723

DISTRICT COURT, CARVER COUNTY, MINN.

Gerhard Nielsen
Plaintiff.

The Administration of the
Estate of Gerhart Nielsen
vs.
et al. Defendant.

Frank Warner
Plaintiff's Attorney.

Boyer & Beck
Defendant's Attorney.

Date of Entry *March 25, 1873*
Court

Register of Actions *A* Page *16*

Term Tried *April General* *1873*
19

Judgment for *Defendant*

Amount of Judgment \$ *30.79*

Date of Judgment *Apr. 30 1873*
19

Minute Record
Judgment Book *A* Page *305*

Default Judgment Book Page

Date of Docketing *Apr. 30, 1873*
19

Judgment Record A page 166

No. 724

DISTRICT COURT,
CARVER COUNTY, MINN.

John Dunn
Plaintiff.

Michael Kenny and The
Western Pacific R.R. Co. Herseke
Defendant.

Frank Warner
Plaintiff's Attorney.

Smith
Defendant's Attorney.

Date of Entry *March 28th, 1873*
Court

Register of Actions *A* Page *156*

Term Tried *April General* 1873

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

Fol 11

State of Minnesota
County of Carver
District Court -
5th Judicial Dist.

John Dunn
agent -

Michael Kimmey

The Complainant
of the Plaintiff, respectfully
states and shews to this
Court that on divers
times between the 26th
Decy & March A.D. 1872
and the 3^d day of June
A.D. 1872 he sold and
delivered to the defendant
above named goods
wares and merchandise
of the amount and to
the value of Twenty six
dollars and sixty five
Cents (\$26.65) as will
more fully appear by
Bill of Particulars hereto
annexed and marked
"A."

That the several
amounts therein designated

are due and unpaid
although payment has
been often requested

Wherefore the
Plaintiff demands judgment
against said defendant
for the sum of twenty
six dollars and fifty
five cents with interest
thereon from the 3^d day
of June A.D. 1892 at ten
per cent per annum
besides the costs of this action
Dated Carver
March 24th 1893 } Frank Warner
Attorney for Plaintiff

State of Minnesota
County of Carver

John Dunn
being first duly sworn
deposes and says that
he is the Plaintiff in the
foregoing entitled action
that the facts set forth
in the foregoing Complaint

are true of his own
knowledge
from which
subscribed by
me this 24th day
of March 1873
Frank Warner
overseer Justice of the Peace

Albany
Grand Jurors
The Garrison Case of Dime
as Kimmey may be referred
to Mr. Cargent as requested
J. Smith Jr
Atty N. P. R.

John Shuman, Esq.
Michael Shuman Esq.
Northern Pacific R.R. Co.
Garrison.

Given April 11th 1873
Gefrayenbuhl
Celusky

Carver, Minn. March 22^d 1873

M^r Michael Kinney

BOUGHT OF **DUNN & COMPANY**

DEALERS IN

DRY GOODS, GROCERIES, CROCKERY, HARDWARE,

BOOTS AND SHOES, HATS AND CAPS, &c.

1872
St. Paul Press

March 26	2 Shirts	450	Pants	125		5 75
" 30	"	1 Pi Drawers	100	Tobacco	10	1.10
April 2	"	Tobacco				.25
" 6	"	do	10	Candy	10	20
" 10	"	Tobacco				20
" 15	"	do				20
" 16	"	"				10
" 17	"	"				10
" 20	"	1 Suit clothes		14.00		
"	"	1 Hat		1.50		
"	"	1 Pi Suspenders		50		16.00
" 27	"	Tobacco				35
"	"	Diff on Pants				50
May 6	"	Tobacco	10	1 Handkerchief	40	50
" 10	"	do				20
" 13	"	1 Box Blacking				.05
"	"	Tobacco				.10
" 15	"	do				.20
" 20	"	do				.10
" 28	"	do				.30
June 3	"	do				.45
		Total.				\$ 26.65

Bill of
Michael Kinney

Dirt Court
sac Dirt
in

John Dunn

or

Michael Kinney
Complaint
in

Filed March 28th 1873.
Guthrie & Co
Clerks

= 155 =

Frank Warner
atty for Plffs
Crown
mine

District Court
5th Judicial District
County of Larar

John Dunn

Michael Kenny
and
The Northern Pacific R.R. Co
Garnishee

Affidavit for
Garnishee

Filed, March 28th A.D. 1893
G. W. Weyenbuhl
Clerk

158

and touching any property money or effects of
said Defendant in ^{their} possession or under
their control -

Subscribed and sworn to
before me on this 24 day
of March A.D. 1893
J. C. C. C. C.
Justice of the Peace

John Dunn

State of Minnesota }
County of Carver }

District Court
8th Judicial District

John Dunn
- vs. - Plaintiff }
Michael Kinney } Affidavit for Garnishment
and Defendant }
The Northern Pacific Railway Company
Garnishee -

Carver County } 35

John Dunn being first duly sworn deposes and says
That he is the Plaintiff ^{in the} above named entitled action
That a Summons has been issued in said action
That a cause of action exists therein in favour
of the Plaintiff against said Defendant for the
recovery of money, and deponent further states
that he believes that The Northern Pacific Railway
Company have property, money and effects in their
hands and under their control belonging to the
Defendant in such action and that said
Northern Pacific Railway Company is indebted to
said Defendant and that the value of such
indebtedness exceeds the sum of Twenty five
dollars and further deponent saith not except
that he makes this affidavit for the purpose of
having said Northern Pacific Railway Company
summoned before this Honorable Court to answer
under oath such questions as may be put to them
touching their indebtedness to said Defendant

District Court
County of Larue

Dunn

v

Kinnear

Affidavit "No Answer"

Filed, April 11th 1875
G. H. Brown, Clerk
Clerk

Frank Warner
Plff's Atty.

State of Minnesota }
County of Carver }

District Court
8th Judicial District

John Dunn
Plaintiff }
Michael Kinney } Affidavit of No Answer
Defendant }

County of Carver 358

Frank Warner being first duly sworn doth
depone and say

That he is the Attorney for the Plaintiff in the
above entitled action, and that he has acted
as such Attorney from the commencement
thereof.

That no copy of an answer to the complaint
in said action has been served upon him,
neither has said Defendant appeared in said
action either in person or by Attorney

Sworn to and subscribed
before me this 21st day of
April A.D. 1893

Frank Warner

Geo. A. Lortie
Notary Public
Carver Co
Min.



State of Minnesota
County of Carver

District Court
8th Judicial District

John Dunn - Plaintiff

against

Michael Kinney - Defendant

The Northern ^{and} Pacific Railway
Company - Garnishee

To Michael Kinney the above named
Defendant

Sir: You will please take Notice that
the Garnishee Summons hereto attached
was served by John Lauger upon The
Northern Pacific Railway Company the above
named Garnishee on the 24th day of March A.D.
1913 at Carver in the County of Carver and
State aforesaid by handing to and leaving
with William H. Muller personally, a true
and correct copy of the same.

And you will further take Notice that you
are hereby required to appear and take part
in the examination of said Garnishee at the
time and place specified in the Summons
hereto attached

Frank Werner
Atty for Plaff
Carver
Min

State of Minnesota }
County of Carver } ss

District Court
1st Judicial District

John Dunn - Plaintiff
against
Michael Kinney - Defendant
and
The Northern Pacific Railway Company
Garnishees

The State of Minnesota

To The Northern Pacific Railway Company the above
named Garnishees

Whereas the affidavit of John Dunn the above
named Plaintiff has been made and filed with the
Clerk of this Court at his office in said County in
an action therein pending, wherein the said
John Dunn is Plaintiff and against said Michael
Kinney Defendant stating that he believes that
The Northern Pacific Railway Company Garnishees
above named have property money and effects in
their hands and under their control belonging to
the above named Defendant Michael Kinney and
that they are indebted to said Defendant

Therefore you the said Garnishees are hereby
required to appear before the Honorable C. C. Chaffee
Judge of the said District Court at the Court House
in the Town of Chaska in the County of Carver and
State aforesaid on Monday the 21st day of April
A.D. 1873 at ten o'clock in the forenoon of that day
and then and there answer under oath such questions

as may be put to you the said Garnishee touching
your indebtedness to the said Defendant and as to
any property money or effects of the Defendant
in your possession or under your control.

And if you neglect to appear at the time above
specified or within two hours thereafter you will
be defaulted, and judgment will be rendered
against you for the amount of the damages and
costs recovered by the Plaintiff in the action
against the Defendant.

Frank Warner
atty for Plaff
Circuit
Min

State of Minnesota
County of Carver *et al* John Ganger
being first duly sworn
deponeth and says that
on the 24th day of March
A.D. 1893 ^{the within summons on} he personally served
the within named defendant
Garrison "The Northern Pacific
Rail Road Company" by
handing to and leaving
with William H. Mills
Ticket and Station Agent
of said Company at
Carver in the County
of Carver State of Minnesota
a true and correct copy
of the same and that he
this deponent knows the
defendant served to be
the one designated in said
summons.

Given under
subscribed before } John Ganger
me this 24th day }
of March 1893 }
Hunt K. Warner
Justice of the Peace

District Court
 St. Paul in District
 County of Ramsey

Hume

Winey

Leaves of the same
to be replaced

(Original)

Chas. Spruit 175 0008973

14/11/1872

Mr. H. H. H. H. H.

State of Minnesota
County of Ramsey

I certify and return that
I have on the 27th day of March A.D. 1893
served the within furnished Summons Notice
on the within named defendant
Michael Kinney by handing to and
leaving with him personally in said
Ramsey County a true and correct copy
thereof

John Grace

John Grace
Sherriff Ramsey County
by James Mullins
deputy

DISTRICT COURT.

State of Minnesota.

8th Judicial District.

County of

Carver

John Dunn

vs -

Michael King

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You *Michael King* are hereby summoned and required to answer the Complaint in this action *which is filed in the Office of the Clerk of the District Court at Carver* and to serve a copy of your Answer to the said Complaint on the subscriber, at *his* office in

Carver

within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will

take judgment against you for the sum of Twenty Six Dollars and Sixty-five Cents with interest thereon from the 3^d day of June 1872 at ten per cent per annum besides the costs of this action

Dated *March 24th* A. D. 1873 *John W. Warner*

Plaintiff Attorney, *Carver* Minn.

DISTRICT COURT,

Judicial District.

County of *Carver*

John Dunn
Cy

Michael Keiny

SUMMONS.

Original

Filed, April 1st A.D. 1873.
Attest my hand & seal

James Dunn

Plaintiff Attorney.

Printed and for sale at the St. Paul Press Office.

156,

State of Minnesota
County of Ramsey

I certify and return that I have
on the 27th day of March A.D. 1873 served the within
summons on the within named defendant
Michael Keiny by handing to and leaving with
him personally in said Ramsey County a true
and correct copy thereof
for \$2.00 paid

Shubert
Sheriff of Ramsey County
by *James Mullins* dep.

State of Minnesota } ss Dist Court of the Dist
County of Lane

John Dunn
against
Michael Kimmey
Northern Pacific R R Co Garnishee

I J. A. Sargent Sole Referee
appointed by the District Court of said
County to take the disclosure of the said
Garnishee in said action. beg leave to
report that after due notice of the
time and place given to the said Garnishee
the said Garnishee appeared before me
at Chaska in said County of Lane on the
10th day of May 1873 and under oath of
Wm S Wilson the Agent of said Garnishee
made the following disclosure touching the indebtedness
of said Northern Pacific R R Co to the
said Michael Kimmey - which disclosure is
herewith attached hereto it will
form a part of this Report - all
of which is respectfully submitted
being made my hand this 10th
of May 1873 -

Fee \$2.00.

J. A. Sargent
Sole Referee

"A"

State of Minnesota } District Court
County of Kanab } 38th District

John D. Hunt

Michael Kenny, and
Northern Pacific R.R. Co. - Garnishee

} Decline

Garnishee } ss

William S. Wilson, appearing
for the Garnishee in the above entitled action,
upon being duly sworn, deposes that he is the
developing agent of said company, and ~~appears~~
is duly authorized by and appears on behalf of said
company to make the disclosure in said action.
- That the said Michael Kenny the Defendant
in said action had been in the employ of said
Garnishee, but was discharged thereby prior to
the service of the summons in said action
upon said Garnishee. - That at the time of
said service, said Garnishee was indebted to said
Michael Kenny in the sum of \$85.⁰⁰ - That
prior to the service of said Garnishee summons, two
other Garnishee proceedings had been commenced against
said Defendant, and the summons therein were duly
served upon said Garnishee, and that disclosures
were made in said proceedings, and judgment rendered
therein amounting in the aggregate to the sum of
\$81.⁴⁵, leaving the sum and balance due said

Defendant \$4.³⁵, and no more, - that there
is now due said Defendant, the sum of \$4.³⁵
and no more, from said Gammon.

W. J. Wilson

Seen & subscribed to before
me this 10th May 1873

J. A. Sergeant
Referee

John Dunn
Capt
Michael Kinney
Northern Pacific R R
Barnes

Disclosure of Barnes

Given, May 10th 1873.
J. A. Sergeant
Referee

1873

724
No.

DISTRICT COURT,
CARVER COUNTY, MINN.

John Dunn

Plaintiff.

vs.

*Michael Kenny and The
Western Pacific R.R. Co. Herische*

Defendant.

Frank Warner

Plaintiff's Attorney.

Smith

Defendant's Attorney.

Date of Entry *March 28th, 1873*

Register of Actions *A* Page *156*

Term Tried *April Term* 1873

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1