



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

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No.

728

DISTRICT COURT,
CARVER COUNTY, MINN.

Casper Kronschmidt
Plaintiff.

vs.

Anton Krollbach et al
Defendant.

Henry Hinder
Plaintiff's Attorney.

L. M. & D. A. Brown
Defendant's Attorney.

Date of Entry *April 7th* 1873

Register of Actions *"A"* Page *158*

Term Tried *April General* 1873

Judgment for *Plaintiff*

Amount of Judgment \$ *833.55*

Date of Judgment *September 1st* 1873

Minute Book "A"
Judgment Book Page *320*

Default Judgment Book Page

Date of Docketing *September 1st* 1873

Judgment Record Page 172

State of Minnesota
County of Carver

I hereby certify and return, that, I have personally served the within Warrants & Complaint upon the within named Anton Knoblauch of Carver County by delivering to him a copy of Warrants & Complaint in Carver Co on the 25th day of January A.D. 1873 and after diligent search and enquiry I am not able to find the within named Peter Thompson in my County

Dec 2. 40

W. H. H. H.
Sheriff of Carver County

State of Minnesota, } District Court, Eighth District.
Carver.....COUNTY.

Casper Kronschnabel

Anton Knoblauch ^{against} Peter Thompson
Partners as Knoblauch & Thompson

Summons

THE STATE OF MINNESOTA, TO THE ABOVE NAMED DEFENDANT :

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you

and to serve a copy of your answer to said complaint on the subscriber, at his office, at Shakopee in the said County of Scott within twenty days after the service of this Summons upon you, exclusive of the day of such service; and if you fail so to answer the said Complaint within the time aforesaid, the Plaintiff in this action will have the amount ^{he is} entitled to recover ascertained by the Court, or under its direction, and take judgment for the amount so ascertained besides the costs of this action

Dated,

A. D. 187 .

Henry Hendis

Plaintiff's Attorney, Shakopee, Minn.

District Court, County of Carver

Gasper Kronschnabel

against

Anton Knoblauch &

Peter Thompson, partners

as Knoblauch & Thompson

The plaintiff in the above entitled action for complaint against the defendants therein aver that in the month of December A.D. 1870 at Carver in said county of Carver, the defendants as partners as aforesaid, had in their possession two hundred barrels of flour of the value of fourteen hundred dollars, the property of the plaintiff; and that the said defendants as partners as aforesaid, at Carver aforesaid, while said flour was so in their possession as aforesaid, on or about the 7th day of December 1870, without the knowledge or consent of the plaintiff, wrongfully and unlawfully converted the said two hundred barrels of flour, the property of the plaintiff, to their own use, and caused the same to be wholly destroyed and consumed to the plaintiffs damage in the sum of fourteen hundred dollars.

The plaintiff therefore demands

judgment against the defendants for the
sum of fourteen hundred dollars and in-
terest thereon since the 7th day of Dec-
ember AD 1870 and the costs and disburse-
ments of this action

Henry Harbo
atly Jeff

C. Kronschnabel

at

Kronschnabel & Thompson

Summons & Complaint

Please serve on
Kronschnabel - at
Thompson at in person
county Henry Harbo

Filed, April 15th 1873
Attest
Attest

158

District Court - 5th Dist.
County of Carver

Caspar Knosmable

vs -

Anton Knobloch & Peter Thompson
Partners &c

The defendants in this action for
answer to the complaint of the plaintiff
therein respectfully deny each and
every allegation in said Complaint con-
tained, except the allegation of ^{the} partnership
- ship of said defendants -

And for a further defense to said action
the defendants aver that on the 26th
day of November A.D. 1890 a judgment
was duly rendered entered and docketed
in the said Court in favor of said
defendants and against said ~~plaintiff~~
for the sum of \$1059.41. and that
said judgment still remains in full
force and unsatisfied except as herein
after stated.

And the defendants aver ~~that~~ that
on the 28th day of November A.D. 1890
the said Plff. and said defendants by
their attorneys in the action in which said
judgment was rendered, made and

entered into a stipulation of which
the annexed paper marked "A"
is a copy.

And the Defts further say that the
person in said stipulation designated
by the name of "Lawsey" afterwards
and under and in pursuance of said
stipulation and not otherwise, duly
^{and delivered} said two barrels of Flour, to
the highest and best bidder therefor
and that the Defts in this action
were such bidders, and bid off and
purchased the same for the sum of
\$ 1.55 per bbl, and thereupon paid
to said Lawsey the sum of \$ 5. for his
services in that behalf, and applied
the balance thereof to wit: the sum of
\$ 3.05, upon the said judgment
as a part payment thereof
Wherefore the Defts. ^{prayer} request
that they be dismissed with their costs

L. M. & D. A. Brown
Atty for Defts

"A"

District Court
County of Carver

And Elmer Thompson
against
Casper Krauschnath

Stipulation

It is hereby

stipulated and agreed by
the parties hereto, that the
two ~~hundred and~~
of Flour concerning which
this action was brought
shall be sold at private
sale under direction of
Laury, that said
sale shall be made in
lots to raise purchasers, and
it is further stipulated
that either party may
make such examination
thereof as he may desire
with a view to ascertain
its true quality and
condition and that when
the said flour is so sold
the proceeds thereof shall
be applied to the payment
of the judgment obtained
in said action - And it

is further stipulation that
 neither this Agreement
 nor such Sale shall
 in any manner affect the
 defendant's right to appeal
 from said Judgment or
 to take any further steps
 in said action that he
 may desire and shall
 have the same effect
 to all intents and purposes
 if said flour was sold
 upon Execution

Dated November 28th 1870

(Signed) John A. Brown
 atty for Plaintiff

B. St. L.
 Defendant's Attorney

285-355-	95-	12,95
30	100	5,80
140	25-	9,07
325-	25-	1,80
2,07	15-	3,00
555-	10	2,90
555-	200	4,50
		1,00
		41, 55-

Stipulation

Dist Court 8th Dist
County of Carver

Casper Knoblauche
vs
Knoblauche and Thompson

Answer

Due service of the
within hereby ad-
mitted Feb 7th 1873 -

Henry C. C. C.
at for plff

Filed April 9th 1873
at Carver Minn

L. M. and D. Brown.
attys & cts

State of Minnesota
Dist. Court of the Dist.
County of Carver

Casper Krensnoble

^{vs}
Knoblock & Thompson

Amendment to answer served
Feb, 12 1883

Defts. Further say that long prior to said
sale of said 200 bbls of flour, said
Plff. had stored and deposited the same
in the warehouse of one Joseph Brown
in the village of Carver in said
County, and that at the time of said
sale said flour still remained in
store as aforesaid, and the said ware-
houseman had a lien upon said
flour to the amount of ^{for such storage} \$20, and
which said lien and warehouse
charges were necessarily paid by said
defendants in order to entitle them
to the possession thereof, and that
in order to obtain the possession
of said flour and to discharge said
lien thereon, said depts paid said
sum of \$20, and deducted the same
from said sum of \$300, thereby leaving

in their hands, and applicable to the payment
of said judgment the sum of \$275
instead of the sum of \$300, as
stated in the said original answer.
Dated Feb. 21st 1873

L. M. L. A. Brown
Atty for ~~def~~ ^{plff}

State of Minnesota
Dist Court 8th Dist
County of Carver

Casper Knudsen

agt

Knudsen, vs. Thompson

Amendments to answer
served Feb 13th 1873

Due service of the
writ is hereby
admitted Feb 24th 1873

Very Yours
L. M. L. A. Brown
Atty for plff

L. M. L. A. Brown
Atty for ~~def~~ ^{plff}

1. 26
7
1 7
Fol 12

State of Minnesota
Dist Court 8th Dist
County of Carver

Casper Kronschnable

Agt

Anton. Knoblauch, &
Peter. Thompson.

This case was duly brought on for
Trial before Hon. A. G. Chatfield, at the
General Term of the District Court of the
Eighth Judicial District, held in & for the
Fol 13 said County of Carver, on the 7th day of April
A.D. 1873. The jury were duly impannelled
& sworn. - Thereupon the counsel for the defendants
made a motion to dismiss the action on the ground
that the complaint did not state facts sufficient
to constitute a cause of action. The motion was
overruled by the court. The Defendant took
an exception -

Whereupon Casper Kronschnable was sworn
in behalf of the Plaintiff & testified as follows:

34 I wit: I am Plaintiff in this action. - I know
the Defendants. The flour came into the
Defendants possession on the 20th day of July
1870. On the warehouse of Emmentou in
Carver. The flour was delivered to the Defs

15 4

8
at that time, + at the warehouse. There were no warehouse charges on the flour then. I paid all such charges up to that day. There were 200 bbls. It was all in the same warehouse + all delivered to the defendants at the same time. It was my flour. I sold ^{the same} ~~the same~~ to defendants. It is the same flour that was in the suit between us. I was paid for the flour on the evening of July 30th. I think it was sold to defendants at \$5. + storage.

16 5
which was \$10. making \$1010. It is the same flour for which they recovered back of me the purchase money in the suit mentioned + for which they obtained the judgment of \$1059.41 on the 25th day of November 1870.

I met a man with a load of that flour on the road between Carver + Brimton in November or December 1870. I didn't see the defendants in regard to it. That flour was worth at the time \$6. per bbl for the sound flour. The damaged flour was worth as much as \$4. per bbl. It was worth as much as that for feed for cattle or hogs. I don't think I ever called upon the defendants to give me back the flour.
Cross examined. I didn't know who put the flour into that warehouse.

17 6

When I hauled it to carver I put it into
another Warehouse down on the Level.

187 And when the water arose somebody moved
it to this warehouse. to save it from the
water I suppose. I was not there. I
don't know who removed it. I paid
Emmigrant his storage up to the time
that I sold it. No one ever called upon
me for pay for moving it there. I don't
know who took it away from that warehouse
except I met a man with a load of it
as I have stated. His name is Burfield
& he lives near Young America. Montgomery
Burfield I think. He had a full load
of it, ~~3~~ 8 or 10 bbls I should think.

I knew it by the brand on the barrel.
I talked with him about it, & about
19-8 where he got it. It was before ten years
1871. I said to him I allow Burfield, you
are going into the flour business. He said
Yes. it was the best thing he could do in
those days. I asked him why it was
the best thing he could do in those days.
He said, he, the day before had got a load
of flour for a load of wheat. a good flour
& thought that he would that day take an
alter load of wheat & get another load.

20-8 He didnt tell me where or of whom he got

the flour. I knew the brand & therefore didn't ask. I never spoke to the defendants about the sale of the flour. I never asked them why they were selling my flour. I never spoke to Mr. Baxter & Sargent about it. nor to any one else. —

21 10. Nicholas Herion was then sworn on the part of the Plaintiff & testified as follows: to wit: I know the Plaintiff & also the defendants in this action. I bought twenty barrels of flour of the defendants in the fall of 1870. Can't state the time exactly. It was before New years.

They did not tell me what flour it was. I could see on the bbls the mark & thus knew it was the Krouchnable flour. Saw the brand of the mill on the bbls.

I bought other flour, & got wheat ground at the mill. This 20 bbls was as good flour as I got that year. We used all the flour.

22 11 It was good as far as I knew. don't know of any damaged flour among it. — according to the prices I then paid ^{for} flour ^{it} was worth to me from \$4.50 to \$5. per bbl. —

Cross examined.

I don't know that defendants got that flour of Plff. I only heard it so said (Question) what did you pay for that flour?

Plaintiff objected, on the ground that such evidence was not competent, or immaterial, Objection was overruled by the court. Plff took an exception. (Answer) I paid \$3. per bbl for it. I never had any special talk with the Plaintiff about it. Others got of the same flour & talked about it. Plff first spoke to me about 10 days ago about it. I & others eat all of the flour I got -

23 12

Robert Miller was then sworn on the part of the Plff & testified as follows: to wit: I know the Plff & also the deft in this action. I got some flour from deft in November or December 1870. I didn't get it myself, I sent for it.

24 13

The Kronschnable flour or damaged flour I sent the money for it. - got 5 bbls. It was all good except one bbl. in which there was a kind of crust on the bottom & on one side. It were worth as much to me as any flour. Flour was then worth \$5. or \$6. per bbl. Damaged flour was worth for feed from \$3. to \$4. per bbl. - \$4. I think

(Cross. examined) I never bought a bbl to feed out to hogs or cattle. never knew a man to do it. (Question) What did you pay for that flour? Plff objected on the ground that such evidence was incompetent & immaterial

25 14

- objection was overruled by the court. Plff

took an exception, - (Answer) I paid \$10. for those ~~five~~ bbls. - \$2. per bbl. - I live in Bruton. - I got this flour in November or December 1870. - I live about 1/2 mile from Plff. - I never talked with Plff. about my buying this flour. - I don't recollect whether I did or not. - I talked to different people about it. - I found out that the flour was for sale for \$2. per bbl by hearing of Burfield's purchase -

26 15- John Winmore was then sworn on the part of the Plff. & testified as follows to wit: I know the Plff. & also the defendant in this action. - I purchased of the Defs some of this flour in the fall of 1870. About the 1st of Dec. - 32 bbls - I got it out of Emmantrout's warehouse. - I bought it through Emmantrout, of Knoblauch. - I gave the money to Emmantrout. & he paid it to Knoblauch. - The purchase was all

27 16 made at one time. - I used six barrels in my own family. - It was all good but one bbl. That one was crusted about two inches thick on one side as if it had been wet. - Flour was at that time worth \$6. per bbl. - Good flour. - I left 20 bbls with Nicholas Herriou. - 5 bbls to Robert Millers

are to Russe. + six to myself
(Cross examined.)

28 17 I live in Bruton, about $\frac{1}{4}$ mile from
the Plff. - He requested me to come down
as a witness - He knew I had bought
some of the flour. - Plff. told me that
Knoblauch was selling it + had seen
Barfield taking off some. - He did not
say that the defendants had no business
to sell it. - He didn't advise me to
buy some of it. - I told him how many
bbls I had bought. - He told me that he
expected that Drfts. sold the flour for he
had seen Barfield with some of it -

29 18 John Pfleger being sworn upon the part
of the Plff. testified as follows: to wit:

I know the Plffe + the Drfts in this action
I bought some flour of the Drfts. - about two
years ago late in the fall. I guess it was
in 1870. I bought only 4 bbls. I bought
them of Knoblauch. I received it at the
shed behind his store. I saw it was
from Bruton mill. I heard he was sell-
ing flour for \$2. per bbl. I went to his
store + saw a barrel open. The flour
30 19 looked good. - I asked him if that was
the flour that he was selling for \$2. per bbl

I told him I would take four bbls of it + did take it. - The barrels had Plffe brand on them. - I thought it was worth \$3. or \$4. per bbl. I didn't use it.

I tried it + found it was a little sour. - I fed it out to the cattle. - cows - It was worth over \$3. to feed to cows. -

(Cross examined.)

31 20

I live in Dahlgren. - I think it was worth over \$3. because it was better to fat cows than bran or corn. - I had one cow + five or six hogs to fat there. - I tried to get some more for the same price.

It was all gone a day or two after I got the first. - some of my neighbors got some of it. -

(Re direct examination.) It was before new years that I got it.

Sebastian Hamma being sworn on the part of the Plff testified as follows: to wit:

32 21

I know the Defs + Plaintiff in this action - I bought a bbl of flour of Defendants + my son bought one. I think I bought it of Thompson. - I think I received mine out of Knoblauchs warehouse. I think it was in the fall of 1870. in November. - It was flour of Plffe make. It was good

snow on the ground there. Plaintiff came to me & spoke about the damaged flour. I told him I would give \$4. per bbl for it for feed. I thought it was worth that for feed. I so considered it & told the Plaintiff so. He would have accepted my offer if he had got the flour. I didn't buy any of it. I couldn't get any. I went down on the next Monday to buy some & it was all gone. The next Monday after John Wrenman told me about having some of it -
(Cross examined)

Wheat was then pretty high but I can't tell the price. I live in Benton. - I know it was worth more than 75^{cts} per bushel - can't tell how much more. ^{I think about 80^{cts}} - I deal in wheat. It takes about five bushels of wheat to make a bbl of flour. It will make a barrel of flour if well ground. - I didn't talk with Plaintiff about it after I went & found it was all gone. Plaintiff said to me that he would have to subpoena me for a witness - That was last week or the week before

Leonard
Therimpro Hochhauser

40 29 was sworn upon the part of the Plff.
 + testified as follows: to wit: I know the
 Plaintiff + the Defendants in this
 action. — I couldn't tell ~~exactly~~
 what damaged flour was worth for feed
 — but I ordered some of that damaged
 flour for feed of Plaintiff. + I believe
 for \$4. per bbl. — I believe it was worth
 that or near that for feed. — I wanted
 it for my own use — I didn't get any of
 it. — because I couldn't —

41 30 (Cross examined)

I think it was in the summer of 1870
 but I can't tell exactly

Whereupon Courad Fink was sworn
 upon the part of the Plaintiff + testified
 as follows: to wit: I know the Plff. + Defs.
 in this action. — I know something about
 that damaged flour. — I got two bbls
 of it of Mr Hartz — It was not good
 flour. — It was some damaged — I
 baked some of it into bread + fed the
 rest of it to the hogs. — I used most of it
 for bread. — I think it was worth
 about half the price of good flour. —
 I don't know the price of good flour
 then

flour, - Worth about \$5. per bbl. I bought
it for feed & used it for bread. It was nice
(Cross examined)

I live in Sahlgsen, about a mile from
Benton. Plff called me here as a witness.

33 22 I don't know how he knew I had some of the
flour.

The Plff then put in evidence. The judg-
ment Roll in this court, in the case of Knoblauch
& Thompson, vs Kronschnable filed November
25th 1870, as evidence of the identity of the
flour, ^{it of the recovery of the purchase money} involved in that action, with the flour
in controversy in this action.

Whereupon Ferdinand Hammer was sworn
upon the part of the Plff & testified as follows
to wit: I know the Plff & drfts in this action

34 23 I purchased some of the flour of the drfts.
I don't know the time. I can't remember. - I
bought one bbl. I bought of drfts. I received
it from Knoblauch at the warehouse behind
his store. He said it was not good for
use that he sold it for feed, & I bought it
for feed, he said it was Kronschnable flour,
- my wife baked from it once. It was
not quite so good as mine. I Afterwards

3524 fed out part of it. & baked from it more.
 It was worth about one half price of good
 flour. (The last answer is under the ~~first~~ ^{last}
 objection. Defendant excepted to the ruling
 of the Court admitting it) (He objected upon
 the ground that the Plff had not proved by
 the witness that he (the witness) knew the price
 of good flour) Witness then said I do not
 know what was the price of good flour. -
 (Cross examined.)

36:25 My wife baked bread from that flour
 four or five times. It was kind of hard in
 the barrel like other flour not in lumps
 nor all in one lump. - I bought it to
 feed to my hogs. I think it was in Oct-
 ober that I bought it - I live in Sahlgren
 - I haven't talked with the Plaintiff about
 the flour. - Bread made from it was not
 sour - but it was kind of wet. - I never
 fed any other flour to hogs -

3724 Thereupon George Blichner was sworn
 on the part of the Plaintiff & testified as
 follows: to wit: I know the Plaintiff &
 the Defendants in this action. I know
 the year of the sale of the Plaintiff's damaged
 flour by Defendants. I think it was
 in the summer or fall. There was no

Charles D. Dowalter, some to Peter
 Boutendopfe, some to John merikes.
 to Bronhard waller, to Fritz Frank
 Martin Hager, & some to a man by
 the name of miller living in Canada
 & some to Emmentrout - don't remem-
 ber any more now. B Hartz bought
 some. it was sold in quantities
 to suit purchasers, most of these
 4633 sales were made I think in December
 1870 -

(Cross examined) I think the first
 sale was made after the 6th of December
 That was the day on which we bought
 at the sale made by Soucy. we didn't
 sell any untill after that

The deposition of Jos Emmentrout
 was then put in evidence, taken by
 sargent under a stipulation between
 the parties -

The Plaintiff then rested his case -

4736 Whereupon the Defts by their attorney
 G. M. Brown moved to dismiss the action
 on the ground that the evidence shows
 that the ^{defendants} ~~Plaintiff~~ sold & used their own

(Cross examined)

I got the flour in the fall or winter of 1870. I think it was late in the fall

43 32 Peter Thompson was thereupon sworn on the part of the Plff & testified as follows: to-wit: I am one of the defendants in this action. This flour was sold between the 6th of December & the 1st of January next after that. I didn't sell it all. I took for myself about 10 bbls of it I think - I fed it to the hogs. The rest was sold to different parties -

44 33 - most of the sales were made before the 1st of January. We had some of it in the warehouse for a year afterwards - 4 or 5 bbls - some of that Kinsblanch fed to his pigs & some of it I used myself. There is still a part of a barrel there yet. - All of it was disposed of & used except that 1/2 bbl - I think part of the 4 or 5 bbls remained there a year or more - I think I can name some of the parties to whom I sold but didn't keep any record of it. - John Wyman bought some through Mr Ernaubout - don't remember how many bbls was sold to him - sold some to Fred. R. Koch - some to Henry Stockman - some

45 34

4P
introduced

Plaintiff
flour & not that of ~~defendants~~, also
Plffs complaint does not state a cause
of action. & the Proof does not establish
one. The motion was overruled
by the court. & the Defendant took
an exception — The court holding
that The Judgment record in the cause
37 of Knoblauch & Thompson agt Casper
Kronschmable ~~was then introduced~~
to identify the flour which the Plffs
in that action recovered the considera-
tion paid by them for it. ~~It~~ ^{does} prove
the recovery as well, as the identity.
To which holding the Defts excepted.

49

Whereupon the defts opened their
defense to the action — & thereupon
called as a witness in their behalf Peter
Thompson who being duly sworn
testified as follows: to wit: I am
one of the Defendants in this action
There was a stipulation by which
Mr Soucy was to dispose of the flour
in controversy. We bought of him
& got possession of it —

Plff objected to evidence of doings
under the stipulation until it
shall have been given in evidence

& the counsel for the Plaintiff insisting that the introduction
of the judgment roll as evidence was for the very purpose of
introducing such recovery

50 39 I know there was a written stipulation made between my attorney & the attorneys for Kronschnable in the former action. I copied the stipulation & I think I saw the attorneys sign it. It was in our store in career that it was signed. I know I saw Baxter sign it "Baxter & Sargent". I may not have seen J. H. Brown ^{our} ~~the~~ attorney sign it. I copied it at our store
 51 40 immediately after it was signed. John H. Brown wrote the stipulation in the first place. & Baxter made some alterations in it by interlining. I have the copy I then made now with me. I think the original was handed to Mr. Toney, can't say who took it when it was signed & I had copied it. I afterwards saw it in Toney's possession -
 (Cross examined)

52 41 I am not certain that John H. Brown was at our store when Baxter signed it, but I am certain that he brought it there. Baxter made the alterations in it before he signed it. I am not certain that the paper interlined

By Baxter was the one signed or
a copy of it as altered was made
& that signed. It was not signed
53 42 by Brown when he brought it to our
store. I can't say that I saw Brown
sign it. I saw his signature
to it. I knew his signature, hand-
writing. The Fency mentioned was
the man who was then in the Chaska
mill.

E. A. Fency was thereupon sworn on
the part of the Depts & testified as
follows: to wit: I was residing in
Chaska in the first part of December
54 43 1870. I sold some flour in a
warehouse in Carver, about the
1st of December 1870. I had a
writing to do it, to make sale of
the flour & dispose of the proceeds.
The paper was signed by John
H. Brown, & Baxter & myself & Kwo-
blanch & Thompson I think. I
had only one paper in my hands
in regard to the transaction. I
55 44 delivered it to Col Baxter. I received
it from Mr Thompson. I think I
delivered it to Baxter the day after
I received it from Thompson.

received it after I made the sale.

I have never seen it since. I delivered it to Baxter but know what became of it or where it is. G. Krayenbuhl. was thereupon sworn for the depts & testified
56 45 as follows: to wit, I heard the counsel read the stipulation.

No such paper has ever been on file in the clerk's office. I am clerk of the district court & have been more than three years last past. —

The Defendant's Atty then called upon the Plff's Atty to produce the stipulation. also produced a written notice to produce the
57 46 stipulation, & proof of service on Plff's Atty on the eighth of the present month. It is not produced by Plff under the notice, or under the answer. —

The court held that the notice to produce the stipulation, served only upon the Plff's present atty (Mr Hinds) & not produced was not sufficient to entitle the depts
58 47 to prove the same by secondary evidence —

Defts proposed to move its contents by the copy made by Thompson who was called to the stand to produce such copy. Plff objected as not ~~a~~ competent, ~~foundation~~ ^{or} proper foundation for secondary evidence of its contents not having been laid by sufficient proof - objection was sustained & Defts excepted

59 48 While waiting for Baxter as a witness counsel consider the question upon the stipulation as if properly produced & its execution as stated by Thompson was proved -

The Plff objected to the admission of the stipulation in evidence because the authority of the Atty in question is not competent to bind his client by such stipulation. & because the answer shows that the sale was to 60 49 the highest bidder, implying auction whereas the stipulation only authorized a private sale by Foucey -

L. G. Baxter was thereupon sworn on the part of the Defts. & testified as follows: to wit: I recollect some-

thing about Soucy's selling some flour at carrier. but not the particulars. I don't recollect of Soucy's delivering to me any paper after
 61 50 that sale. he says he did, and I presume he did, but I have not any recollection of it. I don't remember of his having handed me any paper in regard to that transaction - I have made some search for such paper but I haven't found it. Did not make a very extensive search, if I had had such paper I should have
 62 51 put it among the papers in the case. I recollect that there was some stipulation made in regard to the sale of the flour. —

H. J. Peck was thereupon sworn on the part of the depts & testified as follows: I am an atty and partner of L. S. Baxter I occupy the office with him. I recollect that both L. M. Browne & F. Warner inquired at our office for the stipulation Warner first, & Browne afterwards.
 63 52 About the time this suit was brought they requested me to search for it.

+ I did. I made two searches.
 One when I assorted + put in packages
 the papers in each suit separately.
 After I was so requested to search
 I did so again thoroughly, + did
 not find it.

(Cross examined)

I have occupied
 the office with Baxter ever since
 the 16th day of Dec 1871. He was in
 the office we now occupy before that
 64 53. He had been in it perhaps a month.

I went through every package of
 papers in the office. Opened the bundles
 + looked at every paper. to be sure

J A Sargent was there upon ^{sworn}
 on behalf of the Defts + testified
 as follows: I was law partner
 with Baxter in 1870 + I think un-
 til the fall of 1871. when he went
 to his present office. I did not
 65 54 have any active participation
 in the suit of Knoblauch + Thompson
 agt Knoblauch. He had exclusive
 control of that case. He took away the
 papers in that case with the others
 in the litigated cases of which he

had contrab. I presume he did
 I have never since that seen any
 of the papers in that case. I had
 no part in it.

66 55 Defendants here offered in
 evidence the copy of the stipula-
 tion - To which Plff objected as
 before. objection was overruled by
 the court & the Plff excepted.

The stipulation was then offered
 subject to the objection to its com-
 =petency as before made

[The stipulation appears as a part of ^{Def's answer} ~~the~~ ~~case~~]
 Peter Thompson was then ^{recalled}
 & said. This paper that I hold
 67 56 is the copy of the stipulation
 that I made, as I have before stated
 It is in my hand writing -

Def'ts offered the copy as evidence
 of the contents of the original -

To this Plff objected on the grounds
 before stated, as if the original
 was offered -

G L Baxter was then recalled by
 Def'ts & said. The defendants
 in the other action were determ-
 68 57-ined to go on with the suit -

Judgment had been perfected.
 & the Plff was about to issue
 execution. The stipulation
 was to save the sacrifice of the flour
 on the execution. That is the
 best of my recollection. The flour
 was liable to injure as it was.

It was to be disposed of as upon
 execution. Don't recollect of
 69 58 ever having seen or examined that
 stipulation since it was made
 (The copy was here shown to the
 witness & he read it)

(Cross examined)

I took the responsibility
 to make the stipulation without
 consulting K. Sonechnable. I
 did what I thought was best
 under the circumstances. I should
 have consulted him if I had seen
 70 59 him. I can't say that I informed
 him of it. If I did I don't recoll-
 ect it. He lived at Bruton. I
 did what I thought best for his
 interests. I thought to save
 expense as well as to avoid
 sacrifice of the flour on execution.
 I didn't think he could give

security to stay execution on appeal.

71 40 Peter Thompson was then recalled & said. Col Baxter first spoke to me about making the stipulation & having the flour disposed of.

(Question) What did Col Baxter then say to you? To this Plff objected as incompetent. Objection was sustained, & Defts excepted.

72 41 (Question) Did Col Baxter then inform you that he was authorized by his client to make such arrangements for the disposition of the flour?

To this Plff objected as incompetent & immaterial. Objection was sustained & the Defts excepted (Question)

Did you & your partner consent to enter into the stipulation upon or by reason of the representations of Col Baxter.

To this Plff objects as before.

73 62 Objection was overruled by the court & the Plff excepted -

(Answer) We were induced to enter into it by his solicitations. The flour was then in Emmantrout's

ware house, or in his custody

We came to the possession of the flour through the purchase we made of Foucy acting under the stipulation (Que.) What did you pay for it at that purchase? Plff objected as

74 63 incompetent & immaterial. Objection was sustained by the court, &被告 excepted —

I was then dealing in flour & had been for several years — At the time it was sold I had not examined it. I examined immediately afterwards.

It was sour & in a bad condition

all that I examined was bad. I can safely say that I examined ten barrels. all that I examined

75 64 was bad — injured. I examined it to select some for my own use —

I didn't find any fit for bread in what I examined. It was sour & lumpy, some so hard that it had to be picked with a Hammer or something like it. I used some for feed for pigs & cow. I think from ten to thirteen barrels

I don't know of any market value 76 65 for damaged flour. I was not

worth over two dollars per bbl. It was not as good for feed as shorts Hoge wouldn't eat it without mixing it with Bran or some coarser material (cross examined)

7766 Mixed with Bran or coarser feed it makes good feed for Hoge or cattle - I had rather have shorts than damaged flour for feeding purposes. We were selling shorts + Bran for feed. Bran was worth from fifty to seventy five cents per hundred about that time. Shorts highest price was \$1.35 per hundred about that time. I can safely say that I examined ten bbls. may have examined twenty. All that I examined was bad, sour + lumpy

7867 E A Foucy was then upon sworn on behalf of the Depts + testified as follows to wit: my general business is milling - has been 25 years. - Flouring mill. Depts purchased the flour of me. I sold it to them under a written stipulation. That was the authority under which I sold

it. Baxter first informed me of the stipulation. (Question) What efforts did you make in regard to obtaining what you could for the flour? To this the Plff objected as incompetent & immaterial. objection was overruled by the court & Plff accepted (Ans) I went to some of the leading business men who dealt in flour, 1st to those who were about to start the carrier mill, also to E Holmes & Slitzka. They all made offers to me for it. I finally sold it to 80 69 Wafle who offered more for it than any one else. I examined some of the flour I think from 15 to 20 bbls. took the head out of the bbl that I first examined. The rest I bored with a tryer. It was lumpy & sour. I didn't see any good flour. The value of that flour on the day that I sold, was not more than I sold it for. I sold it for what I think was its full value, \$1.55 per bbl -

81 70 (Cross examined) Holmes did not make any examination of that flour in my presence. Those millers made the same examination that I did. They

were with me. Glitzka did not examine it in my presence.

Lefts were present when I examined it with the millers. ~~had~~ ^{was} a man there who helped me handle the flour. Don't know who he was. I examined more

82 71 than 15-bbls I think. I took the head out of only one of them. Good flour was then worth about six dollars per bbl. I was then selling Bran for 50 cts per hundred. Shorts by the ton at one dollar per hundred. At retail \$1.25 per hundred. I didn't give Plff any notice that I was about to sell that flour. He was not present. had not any communication

83 72 with him in regard to the sale

The sale was not made at auction. I went to those whom I have named + got their offers. Holmes + Glitzka pretended to know the flour. The millers offered me \$1.35 per bbl for it.

I think Holmes + Glitzka offered \$1.45 per bbl for it. There were 300 bbls as I supposed I didn't count them sold the same for 300 bbls. I didn't receive any payment from them.

84 73

(Redirect)

Drafts were at home but not at the warehouse when I examined the flour. There was no other dealers in flour at carrier, except those I went to, that I know of -

Antoni Knoblauch was thereupon sworn on behalf of the Drafts + said

85 74 I am one of the Drafts I know about this flour. I think I examined as many as 50 bbls of it. It was damaged. It was most of it hard, lumpy, + sour. Every bbl of it that I examined was ~~sour~~. I never saw a single bbl of it examined that was good. It was hard + in lumps as if it had been heated

I think we paid all it worth \$15.50 per bbl. Baxter talked to me about the stipulation before it was made. It was, by Baxter's representations induced to consent to the stipulation. He explained it to us, + what ^{it} was best to do.

86 75 (cross examined)

We sold the flour at \$2. per bbl, retailed it out. May be we were a month in selling it out. It went off rapidly -

Drafts here rested for the purpose of moving to dismiss. Reserved till the question on the stipulation should be

determined - Whereupon the court held that the stipulation was not binding on Kronschnable + excluded the same, ~~as~~^{the} being entered into by 87 76 x Mr Baxter, as atty for Kronschnable was going outside of his authority as such atty in making such stipulation. ~~Defte~~^{Defte} Whereupon the motion to dismiss the action, by Defte, was overruled by the court, + Defte excepted. -

Henry Stockman was then sworn on the part of the Defte + said, I bought 10 bbls of this flour. I live in Carver I bought it for feed for hogs + cows 88 77 It was not good for family use not fit for it it was worth about \$3. per bbl (cross examined)

We tried to use one bbl which was better than the rest for bread. most of the bbls that I had had holes bored in them. Bran was then worth 30 cts per hundred -

Peter Butterdorf was then sworn on the part of Defte + said, I know 89 78 about the flour in question. I got

nine bbls of it, I think. It was good for pigs & cows. Didn't use any of it for family bread. It was worth about \$3. per bbl for feed -

(Cross examined)

Didn't try to use any of the flour for bread. It made good feed for pigs &c Better than shorts -

90 79 Fritz Frank was then sworn on the part of Deft & said, I bought three bbls of the flour in question. It was bad flour. Fit only for the hogs & cattle. Tried it for bread, couldn't use it. It was sour &c. worth about \$3. per bbl.

(Cross examined)

It didn't make better feed than shorts. They wouldn't eat it well ^{alone} ~~long~~. It was sour..

Chas DeWaller was then sworn on the part of Deft & testified as follows

91 80 I had some of that flour. Five or six bbls. bought it for feed & fed it out. Some of it was sour & some lumpy. It was worth what I paid for it \$3. per bbl.

(Cross examined) It made pretty good

feed. Didnt try any of it for bread

John Menke was then sworn
on the part of the Deft + said
I had three bbls of that flour I
fed it to hogs + cows. Didnt use
92 81 it for bread because it was not
good. It was damp + some of
it in lumps + sour. worth about
\$2. per bbl -

(Cross examined) It was not worth
three or four dollars per bbl for feed
Didnt try any of it for bread. There
were holes in two of the bbls. none in
the other. -

Martin Stager was then sworn on
the part of the Deft + said, I had
two bbls of the flour in controversy
93 82 It was hard, all in one piece
in a bbl. I paid \$2.00 per bbl for
it. I fed it out to hogs + cows.

It was worth about what I paid
for it

(Cross examined) Hogs eat it pretty
well. but some of the cows didnt
like it. It was sour. -

Bernhard Waller was then sworn
on the part of the Deft + said. I

94 83 had one bbl of the flour in controversy. Bought for condemned flour. I took one not bored. It was hard + in lumps + smelled sour I paid \$2. for it. It was worth about that.

(Cross examined) Was first rate mixed with shorts for feed, not good without

George Bennett was then sworn + said. I had two bbls of that flour. I mixed it with Bran + fed it. It makes very good feed in that way. It was lumpy + worth about what I paid for it \$2. per bbl. -

(Cross examined) Tried to use it for bread. The bread was mouldy

Mr. S. Benson was then sworn + said I think I know about this flour in controversy. I bought two bbls. It was not very good. fed most of it to the pigs because it was not fit for family use. It was not worth more than I paid for it \$2. per bbl
Deft rested -

After argument by the counsel for the respective parties in the action, the court charged in substance as follows to wit: It is conceded that by the result of the former action, the title to the flour in question was determined to be in the Plaintiff — The Defendants insist that the stipulation under 97 86 which the flour was sold by Soney to them is a bar to the action.

The Plaintiff insists that said stipulation is not binding upon him.

Baxter & Sargent were the attorneys of Record of the Defendant in that action (Plff in this) The stipulation was signed by them as such, without his knowledge & that was the extent of their authority?

97 87 I do not think the authority of an attorney in the case, extends to, or includes the disposition of his clients property, although the property be involved in the action. The question is one of authority, not of good faith (To which last ~~paragraph~~ ^{the words excepted} the words excepted) or propriety. The attorneys acted in good faith & believing that the disposition of the flour provided by the stipulation was the best that could be

done, & that they had authority to do so
 99 88 But still the disposition of the property
 was not a matter ^{of} proceeding in
 or management of the case. The legal
 result of the case did not in any way
 depend upon the disposition of the
 flour. The stipulation did not there-
 fore bind the defendant in that action
 (Plff in this) unless he had knowledge
 of it or assented to it by word or deed.

Of the Plaintiff did in any way
 100 89 Assent to, or ratify the stipulation
 or the disposition of the flour under
 it, he is bound by it, & cannot
 maintain this action. By such
 assent or ratification, he has
 received the avails of the sale & must
 be content. But he is not bound by the
 stipulation or the disposition of the
 flour under it, unless he has in some
 way by act or deed, knowingly assented
 101 90, to ^(to which last ~~paragraph~~ the draft is excepted) or ratified it. Whether or not he has

so assented to, or ratified it, the jury
 must determine by the ^{evidence} & by that only.

If ~~the~~ he did then he can't recover.
 If he has not, then he is entitled to
 recover. If the jury find in favor
 of the Plaintiff. They should give

102 91 him the fair value of the flour at the time when Defendants obtained it December 6th 1870. & so on for about a month. The value is to be determined by the jury by the evidence & by that only. The condition of the flour at that time has much to do with the value of the flour, & the jury should consider the evidence of the condition of the flour at that time in determining its value. —

103 92 The jury should deduct from the value of the flour the amount paid by Defendants for storage &c. charges on it at the time they bought it.

The Defendants sale & use of the property renders them liable, (if at all) without demand — To which last sentence the ~~Plff~~ ^{Plff} ~~accepted~~ The Defendants counsel then supposed requested the court to charge the jury that the fact that the Plaintiff knew that the Defendants were selling the flour, at the time that they were 104 93 selling it in December 1870, & that he never said anything to the Defendants, or to his attys on the subject, is a circumstance from which the jury may infer that Plff.

State of Minnesota
Dist. Court 8th Dist
County of ~~Cass~~ Cass

Casper Krouschuabli

Agt

Knoblauch & Thompson

Deflt proposed case

Filed, July 30th A.D. 1873.
Casper Krouschuabli
Clerk.

L. Mc + D. A. Brown
attys for Deflt

know of the stipulation & acquiesced therein, which request was then & there refused by the court. To which refusal the Defts then & there excepted.

105⁹⁴ The jury then retired & in due time found & returned a verdict in favor of the Plaintiff, & against the Defendants for the sum of six hundred & seventy^{five} dollars.

The foregoing is, in substance the whole of the evidence received or offered, & the proceedings had upon the trial of said cause —

And because the matters herein before contained do not appear in the record in said ^{action} and the same being ^{examined and} with the amendments proposed thereto and allowed, found conformable to the truth, is hereby allowed and signed, and made part of the record in said action.
Dated July 28th 1843

A. G. Chatfield
Judge of Dist. Court.

State of Minnesota
District Court
Oliver County.

Clasper Bronckmatt
vs.
Knudsen & Thor.

Verdict of Jury

Given, April 14,
1884.
W. H. H. H. H.
H. H. H. H. H.

We the jury do agree to
allow the Plaintiff in this case
\$685 with interest at seven
Percent allowing the
Defendant \$30 and interest
at seven Percent ~~for~~
for storage from Dec: 1st 1890.

Patrick Mc Cormick
fore man

1 District Court County of Carver

Casper Kronchmable }

vs

Knoeloch & Thompson }

To S. M. & D. A. Brown }
attys & Sift }

Take notice that at 10 o'clock
am. September 15th A.D. 1873 at the office of the
clerk of this court at Chaska in said County
application will be made to said clerk
to Tax and adjust the plaintiffs costs and
disbursements in this action as follows:

2	Statutory costs		\$10.00
	Clerks fee		14.55
	Sheriffs fee service summons	Complaint	2.40
		Jury fee	3.00
	Witnesses fee		
	McC. Heron 2 days attendance 20 miles travel		3.20
	Rob Muller 2 " " 20 " "		3.20
	John Muman 2 " " 20 " "		3.20
	John Pflieger 2 " " 20 " "		3.20
	Sebastian Hammer 2 " " 20 " "		3.20
	Gro Blackner 2 " " 20 " "		3.20
	Lunaad Hochhausen 2 " " 20 " "		3.20
	Conrad Ferk 2 " " 20 " "		3.20
	Joseph Brumhardt 1 " " 64 " "		4.84
3	Joseph Muman 2 day interpreter		2.00
	J. A. Sargent taking Deposition		2.00
	Total Fifty four & 34/100 Dollars.		\$64.89

Date Aug 30 1873

Henry Hinds
atty Jeff

State of Minnesota
County of Scott fs

4 Henry Hinds being duly sworn says that he is atty for the plaintiff in the above entitled action; that each and every item of disbursement set forth in the within and foregoing bill of disbursements was necessarily incurred by the plaintiff in the prosecution of said action; that the witnesses therein named were material and necessary witnesses on the part of the plaintiff in the prosecution of said action; that each of said witnesses necessarily attended the April Term of said Court AD 1873 as witnesses for the plaintiff on the trial of said action ^{the number of days therein stated} and was each sworn and examined on his part and gave material evidence on such examination on this part of the plaintiff and each necessarily traveled the number of miles therein stated from his usual abode by the usual route so to attend said Court as such witness: that without the evidence of each and all of said witnesses said plaintiff could not have safely gone to trial

Subscribed & sworn before }
on this 30th Aug 1873 } Henry Hinds

Attest B. W. Muller
City Clerk
Shelburne

Casper Kronch noble

v

oblauch & Thompson

in re of taxation of
this

See of costs and mileage
of the within by
at my office this
Aug. 1873 is hereby

with
G. Mc. & D. A. Brown
Sifts attys

Filed, Sept 1st 1873
G. Mc. & D. A. Brown
Attys
-158-

Or Hinds: we will stipulate to have all
within items of costs entered in judgment
except the item of Emmentont he did not
attend court ^{at} all & therefore is not entitled
to mileage or attendance fees

G. Mc. & D. A. Brown

But Emmentont did attend court one day, but
an other case was on trial, his deposition was
taken so that he could not return to St Paul
G. Mc. & D. A. Brown

State of Minnesota
District Court, 8th Judicial District
County of Carver,

Casper Hronschmable
against
Anton Knoblach and Thompson,
partners as Knoblach & Thompson.

Copy of Judgment.

This Case came on for trial
at a Regular Term of said Court, held in Chaska in said
County, on the 11th day of April, A.D. 1873. With a Jury
duly impanelled and sworn to try said Cause;
after due consideration said Jury returned a Verdict
in favor of the plaintiff for the Sum of Six hundred
forty five dollars, with interest from December 6th 1870.

Wherefore, on Motion of Henry Hines
Attorney for said Plaintiff, It is hereby adjudged &
determined that said Plaintiff do recover of said
Defendants the Sum of Six hundred forty five dollars,
with One hundred twenty four dollars and Sixteen cents
interest, from Dec: 6th 1870. together with the Costs and
disbursements valued at the Sum of Sixty four dollars &
thirty nine cents, the whole amounting to the Sum of
Eight hundred thirty three dollars and fifty five cents, and
that said Plaintiff have this lawful process therefor.

Judgment & Interest \$ 469.16
Costs & disbursements 11 64.39

Date Sept 16th A.D. 1873.

By the Court:

Total \$ 833.55

C. H. Hronschmable
Clerk.

State of Minnesota
District Court
County of Carver.

Wesley Kronschnabel
Agent

Anton Knoblauch and
Peter Thompson, partners

as
Knoblauch & Thompson.

Judgment Roll.

Judgment	\$ 645.00
Interest	" 124.16
Costs	" 64.39

Total \$ 833.55

Given, Sept 6th A.D. 1873.
Hofbraymeyer
Clerk.

Henry Hinds, atty for Plff
Shelburne, Minn.

SUPREME COURT.

STATE OF MINNESOTA.

MANDATE

TO THE DISTRICT COURT OF

Carver County.

Casper Kronschnable
Respondent.

AGAINST

Knoblauch & Thompson
Appellants

Filed, October 4th 1888
Wm. Maymuth
Clk.

Henry Auld
Attorney for Respondent

STATE OF MINNESOTA,

SUPREME COURT.

MANDATE.

The State of Minnesota,

To the Hon. Judge and Officers of the District Court of the 8th Judicial District,
sitting within and for the County of Carver Greeting:

Whereas, Lately in your Court, in an action therein pending, wherein Casper
Kronschnable was Plaintiff, and
Anton Knoblauch & Peter Thompson partners
as "Knoblauch & Thompson" were Defendants
a certain Judgment was entered therein against the above
named Defendants, from which Judgment said
Defendants appealed to this Court.

And Whereas, The same was duly argued, heard and submitted at the General
April Term, A. D. 1874 of our Supreme Court. After mature
deliberation thereupon had, our Supreme Court did adjudge, determine, decree and **Order**, "That the
Judgment of the Court below, herein appealed from, be, and the
same hereby is, in all things affirmed."

"Respondent above named have judgment accordingly."
A copy of the Entry of Judgment thereupon in this Court is herewith transmitted, and made part of
this Remittitur.

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

Witness, The Hon. A. J. R. McMillan,
Chief Justice of the Supreme Court aforesaid, and

the seal of said Court, at Saint Paul, this 10th

day of October A. D. 1874.

Hermon Hough,
Clerk of the Supreme Court.

No. 728

DISTRICT COURT,
CARVER COUNTY, MINN.

Casper Kronschmable
Plaintiff.

vs.

Anton Knoblauch et al
Defendants.

Henry Kinde
Plaintiff's Attorney.

L. M. & D. A. Brown
Defendant's Attorney.

Date of Entry April 7th 1873

Register of Actions "A" Page 158

Term Tried April General 1873

Judgment for Plaintiff

Amount of Judgment \$ 833.55

Date of Judgment September 6th 1873

Judgment Book "A" Page 320

Default Judgment Book Page

Date of Docketing September 6th 1873

Judgment Record "A" page 172

No.

729

DISTRICT COURT,
CARVER COUNTY, MINN.

Laurence Connolly
Plaintiff.

vs.

Thomas Hurst & Catherine Hurst
Defendant.

Ernest Kainlin
Plaintiff's Attorney.

Baxter & Peck
Defendant's Attorney.

Date of Entry *April 7th,* 1873

Court Register "A"
Register of Actions Page 159

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

No.

729

DISTRICT COURT,
CARVER COUNTY, MINN.

Laurence Connolly
Plaintiff.

vs.

Thomas O'Hare & Catherine O'Hare
Defendant.

Ernst Heinlin
Plaintiff's Attorney.

Baxter & Peck
Defendant's Attorney.

Date of Entry *April 7th,* 1873

Court Register "A"
Register of Actions Page 159

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

State of Minnesota
District Court
County of Olmsted,

Marionna Connolly
vs
Thomas O'Garra &
& Catharine O'Garra,

Stipulation

Filed April 10th 1893
G. H. Graymiller
Clerk.

154

State of Missouri
Dist. Court 8th Dist
Cannon County,
Lawrence County

- vi -

Thomas O'Garra & wife

vs
Her truly Repulative by and
between the parties hereto and
their Atty's that the said ~~affidavit~~
is truly & sworn without costs
the said Thomas O'Garra to
pay the costs accrued in
Justice Court the said L.
County to pay the costs on
disbursements in this Court.

Baptist & Pels

Atty's for Thomas
O'Garra & wife Affiliates
Ernest Hamilton

Atty for Lawrence County
Respondent

State of Minnesota - In Justice Court before
County of Cannon 3rd R 16 M. C. McCallum
Lawrence Connolly Jr } Justice of the Peace
Special Administrator }
of the estate of }
Lawrence Connolly Jr }
deceased } Complaint -

- vs -
Thomas O. Gam &
Washington O. Gam }

The Complaint of
the plaintiff in the above entitled
action respectfully states and shows
to this Court,

That he is the special
Administrator of the Estate of
Lawrence Connolly Jr deceased.

and before the granting of letters of administration during
the months of August
and November A.D. 1872, wrongfully
and unlawfully take, seizes &
sell or dispose of, or convert to
the private use of said defendants
the following goods and chattels
belonging to the estate of the said
Lawrence Connolly Jr deceased, viz
One Steer about three years old
of the value of twenty two dollars
Eight Hogs of the value of \$15.⁰⁰/₁₀₀

+ shirt - 1 spider + strainer, and one
lot of bed clothes of the value of \$.50
One lot Pork of the value of 2.00
all of which said goods and
chattels were the property of and
belonged to the said Lawrence
Crimmley at the time of the
death of the said Lawrence Crimmley
24

That the said defendants
have not paid for the said goods
and chattels or any part thereof

That said defendants
and each of them are now
justly indebted to the said plaintiffs
as special administrators of the
estate of the said Lawrence
Crimmley in the sum of the
sum of Forty Dollars as aforesaid
which said sum said defendants
refuse to pay.

And plaintiffs further
say that the aforesaid Lawrence
Crimmley so died intestate in
Holly wood Sevier County and
state of Missouri on the 27th
day of August A.D. 1872.

And plaintiffs demand
judgment against said

In Justice Court
Lower Co

Lawrence Connolly vs

Special administrator
of the estate of Lawrence
Connolly in the above case

- vs -

Thomas O'Garra vs
Esther Maria O'Garra

Complaint

Filed June 11th 1873
W. H. O'Connell
Justice of the Peace

Filed April 7th A.M. 1873
W. H. O'Connell
Clk.

defendants and each of
them in the sum of Eighty
Dollars and costs of this suit
Emmet McMillan
Atty for Plaintiff
Watwin Minn

State of Minnesota
County of Leavenworth

Lawrence Connolly Jr

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

Subscribed & sworn to before me this } Lawrence Connolly Jr
11th day of June A.D. 1873 }

R. B. McClelland,
Justice of the Peace

Laurance Connolly
78
Thomas O'Leary
Catherine O'Leary

Answer
Filed June 11th 1873
R. H. McEllen
Justice of the Peace

Filed, Sept 1st 1873.
Wm. Grayson
Clerk.

State of Minnesota
County of Carver Es
Laurence Cornelley

VS
Thomas Olford and }
Catherine Olford }

The defendants
for their answer to the Complaint
in the above entitled action deny
each and every allegation in said
Complaint contained except that
which may be hereinafter admitted.
The defendants hereby admit the taking
of the Steer as alleged in the Complaint
but deny that the Steer was wrongfully
taken by them, but ^{insist} that they had good
right to the possession of said Steer
and the disposition of the same.
And defendants demand judgment
against said Plaintiff for costs of
suit.

Done and subscribed }
before me this 11th }
day of January, A.D. 1873 }
R. H. McCull and
Justice of the Peace

Done at _____
Catherine Olford
her mark

State of Minnesota
County of Carver 388

The State of Minnesota
to Peter Campbell; You are hereby
required to appear before the undersigned
one of the Justices of the Peace in and
for the said County at my office in
Kohlens Hall Watertown in said County
on the 11th day of January A.D. 1873 at
11 o'clock in the forenoon of said day
to give evidence in a certain cause
then and there to be tried between
Lawrence Lemmelly Plaintiff and Thomas
Olson and Catherine Olson defendants
as the part of the Defendants

Given under my hand this 11th
day of January A.D. 1873

R. H. McClelland
Justice of the Peace

State of Minnesota
County of Carver 325

I hereby certify
and return that I served the within
subpoena on the within named witness
by reading to him personally
in Watertown Carver County, Minnesota
on the 11th day of January, A.D. 1872

J. H. Edwards
Constatto

Fees

Serving subpoena	13 -
Mileage 21 miles	20

Lawrence Connolly
vs
Thomas O'Farrell
Custodian O'Farrell

Subpoena
Filed & served 1873
J. H. Edwards
Justice of the Peace

Filed April 19th 1873
W. H. Grayson
Clerk

State of Minnesota
County of Carver (32)

The State of Minn-
esota: To the Sheriff or any constable of
said County: You are hereby Commanded
to summon J. Probas A. J. Jarvin
Isak Kohler ~~J. Kohler~~ ~~Wm. Kohler~~
~~Wm. Dressler~~ to be and appear
before the undersigned one of the Justices
of the Peace in and for said County,
on the 11th day of January A.D. 1873 at
11 o'clock in the forenoon of said day
at my office in Kohler's Meats & Waterbury
to make a jury for the trial of a civil
action between Lawrence Vermilye
Plaintiff and Thomas Olson and Catherine
Olson Defendants and have read them
and there this writ.

Given under my hand this 11th
day of January A.D. 1873

A. H. Merrill and
Justices of the Peace

Taliesman

James H. Blackwell
Wm. Israf E. E. Wm.

State of Minnesota
County of Carver Is

I hereby certify and
attest that I received the within note
on the within named ~~note~~ from the
payee the same to cash if there reasonable
in Watertown Carver County Minnesota
on this 11th day of June 1873.

E. H. Edwards
Constable

Sum

Service
Milage

100

20

120

Laurance Leavelle

20

Thomas Edwards

Catherine Edwards

Wm. W. Edwards

Filed June 11th 1873

Wm. W. Edwards

Justice of the Peace

Filed April 24th 1873,
Wm. W. Edwards
Justice of the Peace

We the Jurors find a ver^d
dict in favor of the Plaintiff ~~for~~ the sum
of \$40.00 & cost of suit
James R. Blacketter
Foreman

Laurence Connolly

Thomas W. Garrahy

Mathew W. Garrahy

W. Connolly
Giles, Phil. York & 1843
Wraycomb
Clark,

State of Minnesota,
County of Barab - 30

Thomas B. Lusk being duly
sworn says, that he has served the within notice
upon the within named Plaintiff, by leaving, with
and handing him a true copy the said in said
County of Carroll on this 15th day of July
A.D. 1873

Subscribed and sworn to
this 28th day of June 1873
R. M. McAllister
Justice of the Peace

Thence by me

Chay

In Justice Court,

Justice

Country

James Conley

against
Himno O'ear &
wife

Notice of Grounds of Appeal.

Due service of the within notice is hereby
admitted at Shakopee
Minnesota, on this 18th day of

Hand to Hand
A.D. 1873

Printed and for sale by D. Knapley

Printed and for sale by D. Ranney,
No. 40, South 4th St.
St. Louis, Mo.

State of Minnesota.

IN JUSTICE COURT.

County of *Leum-*Before *R. H. McCullum*

Justice of the Peace.

Lawrence Connelly

- vs -

*James C. Shaw and
Catherine C. Shaw his wife*

Sir: Please to take notice, That the above named *defendant* appeals to the
District Court *_____* in and for said County, from the judgment
 rendered by said Justice of the Peace, in the above entitled action, on the *11th* day of
January A.D. 187*3*, against said *defendants*
 therein; and that the said appeal is taken upon questions of *both law & fact*.

Dated *January 18* 187*3*
 Yours Respectfully,

*Baxter & Peck*Att'y for *Defendants*.

To the above nam

and

Att'y for said

X

No. 17.

In Justice Court,

Cecum

County.

Lawrence Connolly

against

Thomas O. Garwood.

AFFIDAVIT ON APPEAL.

Filed on the *14th* day of

January A. D. 18*73*

E. H. McClelland

Justice of the Peace.

D. Ramaley, Printer.

to be filed with justice

filed April 14th 1873.

W. H. Wraymire
deputy.

STATE OF MINNESOTA,)

County of Le Sueur -)

IN JUSTICE COURT,

Before

W. H. McCallum

Justice of the Peace.

Lawrence Connelly

- vs -

Thomas O'Farrell and
Catherine O'Farrell his wife

STATE OF MINNESOTA,)

County of Le Sueur -)

Thomas O'Farrell -

came personally before me, and being duly sworn, he

doth depose and say, that he is

defendant

said

in the above entitled cause; that said

defendant

appeals to the

District

Court

in and for said county, from the judgment

rendered by said Justice of the Peace, in this cause, on the

11th

day of

January

A. D. 1873 in favor of said Plaintiff therein; and that the said appeal is made in good faith, and not for the purpose of delay, and further saith not.

Subscribed and Sworn to before me,

On this

18th

day of

July

A. D. 1873

Thomas O'Farrell

W. J. Peck

Notary Public for Office

Laurence Cornuelle, Jr

78

Thomas O'Leary
Catherine O'Leary

Since June 11 73

R. W. M. Cliffland

Justice of the Peace

Recognizance

Given April 1st 1873
Attest
Cliff

State of Minnesota
County of Carver 3 ss
Lawrence Connolly &c

75
Thomas O'Gara and Catharine O'Gara }
We Lawrence

Connolly as principal and J. H. Cullen
and George Ray as sureties hereby
guarantee the payment of the costs in
the above entitled action

Lawrence Connolly
J. H. Cullen
George Ray

Justice Court &
County.

Lawrence Conolly

- vs -

Thomas O'Garraigh.

Reynegans

Filed June 4 1873
P. M. O'Brien
Justice of the Peace
Signed & filed with
me O'Brien.

Filed April 2nd AD 1873.
G. H. Raynham
Clerk.

Know all men by these presents that Thomas
O'Farrell as principal and
do hereby acknowledge ourselves to owe and be indebted
~~in full and finally~~ unto Laurence
Leonally in the sum of \$75⁰⁰ lawful
money of the United States the pay ment of
which well and truly to be made we
bind ourselves our heirs, executors,
administrators and assigns firmly
by these presents. Upon the following conditions
to wit: Whose judgment was rendered on
the 11th day of January 1873 before R. H.
McWilliam Justice of the peace in and
for said County in an action where
Laurence Leonally was Plaintiff and
Thomas O'Farrell Defendant in favor
of said Plaintiff and against said defts.
and whose said Defendant have appeared
to the next level of term to attend upon
said judgment now if said defts
shall prosecute said appeal with effect
and abide the order of the Court then
that this obligation shall not continue of
force.

Dated January
18 1873.

Thomas O'Farrell
George Campbell

State of Minnesota }
County of Cass } ss
Lawrence Connolly

vs

Thomas O. Ford }
vs }
Catharine O. Ford }

4th
1873

July 4th - 1873 Summons issued and delivered to E. H.
Edwards Constable returnable July 11th 1873

July 11th 1873 Summons returned personally served by
E. H. Edwards Constable

" " " Parties appeared - Plaintiff filed Complaint
Defendant filed answer - Defendants
called for jury - Verdict issued and
delivered to E. H. Edwards Constable re-
turnable at 11 o'clock in the forenoon of the
11th day of January A. D. 1873.

" " Verdict returned personally served by E.
H. Edwards Constable

" " Jury sworn

" " Lawrence Connolly sworn

" " Mrs Mary O. Ford sworn

" " Inventory of the effects of Lawrence
Connolly deceased offered and admitted
in evidence

" " Account to Appraisers offered and admitted
as evidence

" " Order of License offered and admitted
in evidence - Bond of Lawrence Connolly
as Administrator offered and admitted

in Evidence -

11/1873

Catherine O'Farrell sworn

Thomas O'Farrell sworn

E. W. Edwards Constable sworn to
take charge of Jury -

Jury found a verdict in favor of Plaintiff
and against Defendants for the sum of
\$40⁰⁰ and Costs Thereupon Immediately
entered judgment in favor of Plaintiff
and against Defendants for \$40 - and Costs
of suit - The Costs of this action were
taxed as follows to wit

Justice fees

Issuing Summons

.50

Verdict for Jury

.25

Verifying Complaint and Answer

.30

Swearing Jury

.25

" Officer to take charge of Jury

.25

Administering 4 Oaths

.60

Issuing 4 Papers

.45

Entering Judgment

.25

Taxing Costs

.15

Satisfaction of Judgment

.25

Issuing 1 Subpoena

.25

Total Fees

\$4.05

\$10.00

3.50

5.05

8.55

in Evidence -

July 11/1873 Catherine O. Jones sworn
" " Thomas O. Jones sworn
" " E. H. Edwards Constable sworn to
take charge of Jury -
" " " Jury found a verdict in favor of Plaintiff
and against Defendants for the sum of
\$40⁰⁰ and Costs Thereupon immediately
entered judgment in favor of Plaintiff
and against Defendants for D.C. - and Costs
of suit - The Costs of this action were
taken as follows to wit

Justice fees	
Issuing Summons	.50
Verdict for Jury	.25
Verifying Complaint and Answer	.30
Swearing Jury	.25
" Officer to take charge of Jury	.25
Administering 4 Oaths	.60
Selling 9 Papers	.45
Entering Judgment	.25
Taking Costs	.15
Satisfaction of Judgment	.25
Issuing 1 Subpoena	.25
Constable H. fees	\$4.05
Witness fees	\$1.00

3.50
5.05
8.55

Lorraine Ovinelli

— No —

Thomas Olinelli

Catherine Olinelli

Return due April

11

Yello, April 11th AD 1873,
Guthrieburg
Idaho

— 159 —

State of Minnesota In Justice Court
County of Carroll R. H. McClure
Subscribed Counsel

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Thomas O. Jones
Catherine O. Jones

To the Dist. Court of
the County of Carroll and State of
Minnesota

I hereby ^{and certify} certify that the foregoing
is a true and correct transcript of the
proceedings had by and before me in
the above entitled action, and that the
papers herewith annexed are the original
and only papers issued by me as ordered
by my Docket

R. H. McClure
Justice of the Peace

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DISTRICT COURT,
CARVER COUNTY, MINN.

Lawrence Connolly
Plaintiff.

vs.

Thomas O'Hare + Catherine O'Hare
Defendant

Ernst Hainlin
Plaintiff's Attorney.

Baxter + Peck
Defendant's Attorney.

Date of Entry *April 7th,* 1873

Court Register "A"
Register of Actions Page 159

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