



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

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No. 743

DISTRICT COURT,
CARVER COUNTY, MINN.

Lucien B. Martin
Plaintiff.

vs.

John Dunn
Defendant.

Baxter & Beck
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry May 26th 1873

Register of Actions "A" Page 172

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 1139.99

Date of Judgment June 27th 1873

Minute Record of Judgment Book Page 313

Default Judgment Book Page

Date of Docketing June 27th 1873

Judgment Record "A" - 168 -

State of ~~Minnesota~~ County of ~~Carver~~ Sheriff
 of the County of ~~Carver~~ do hereby
 certify and return that on the 26th day
 of May 18843 in Carver in the County of
 Carver in the State of ~~Minnesota~~ served the within
 summons on the within named defendant
 by leaving at the house of the usual abode of said de-
 fendant in said Carver with a person then residing
 therein a true and correct copy of said summons
 hereunder my hand this 26th day of May 18843.

D. H. H. H.
 Sheriff of Carver County
 Minnesota

26
 DISTRICT COURT.

J. H. H. H.
 Judicial District.

County of Carver

J. H. H. H.
 J. H. H. H.

J. H. H. H.
 J. H. H. H.

SUMMONS.

J. H. H. H.
 J. H. H. H.
 J. H. H. H.

J. H. H. H.
 Plaintiff, Attorney.

DISTRICT COURT.

Judicial District.

County of

Linn

Lucius B. Weston

John Green

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You *John Green* 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 in said Co.

and to serve a copy of your Answer to the said Complaint on the subscriber, at *his* office in *Clarksburg in said Co.*

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 Eleven hundred and twenty dollars and interest thereon since the 14th day of May 1873. with costs of suit.

Dated

May 7th 1873

A. D. 1873

Boxley & Piers

Plaintiff's Attorney, *Clarksburg* Minn.

State of Minnesota
Shut Court
County of Carson

John B. Martin

AGAINST

John L. Linn
Complainant

~~ORNEY'S VERIFICATION.~~

in May 1873
G. H. Linn
Clerk.

Payton & Peck
Attorneys.

DISPATCH PRINT.

Typ.

State of Minnesota,

County of Carnot

H. J. Peck

~~Lucien B. Martin~~ came

before me personally, and being duly sworn, doth say, that he is ~~one of the attorneys~~ ^{plaintiff} in the above entitled action: that the foregoing pleading is true ~~to the best of his knowledge,~~ ^{except as to matters therein set forth upon his information and belief,} and that ~~the reason why this affidavit of verification is not made by~~ ^{as to these matters he believes it to be true} ~~or one of them, is that~~ ^{absent from} that the undersigned ~~is not versed in~~ ^{the County of} ~~the County of~~ ^{Minnesota, where resides} ~~that he is not versed in~~ ^{attorneys, and further saith not.}

Subscribed to before me, on this

26th

day of

May A. D. 1873

H. J. Peck

Notary Public, Minn.

State of Minnesota
District Court Eighth Judicial District
County of Carver

Lucius D Martin

agrest.

John Danner 3
The plaintiff in the

The plaintiff in the above entitled action for complaint therein respectfully states and shows to the court that on the nineteenth day of May A.D. 1878 in St Paul in the State of Minnesota the above named defendant did sell and agree to deliver to said plaintiff in the town of Carver upon demand of said plaintiff ten hundred and fifty bushels of wheat, at a price for the agreed and stipulated price of Eleven hundred and thirteen dollars, which said sum of Eleven hundred and thirteen dollars the said plaintiff then and there paid to said defendant for said wheat so as aforesaid to be delivered that the said plaintiff on or about the 24th day of May A.D. 1878 in Carver aforesaid demanded of said defendant through defendant's agent the delivery to him and acquiescent of said in pursuance of and in compliance with the terms of said contract.

but the said defendant then did and
ever since has and still does neglect and
refuse to deliver said wheat or any part
thereof to said plaintiff, but fraudulently
conveyed and disposed of the same
to persons to said plaintiff unknown
and has thereby put it out of
his power to comply with the terms
of his said agreement.

That the said defendant although
requested so to do ever has said
still does refuse to repay said sum
of eleven hundred and thirteen
or any part thereof.

Wherefore the plaintiff demands
judgment against the said de-
fendant for the sum of eleven
hundred and thirteen dollars
with interest thereon from
and after the 19th day of
May A.D. 1873 besides the costs
of this action.

Boxton & Peck

Attys for Plaintiff

claim by reason of the facts aforesaid, unless a Writ of Attachment issue; and prays that such Writ of Attachment may be allowed and issued against the property of said Defendant therein, according to the Statute in such case provided; and said Affiant says that no previous application has been made therein for such order, and further saith not.

Lucien B. Martin

Subscribed and Sworn to before me, on this twenty eighth day of May

A. D. 1873.

H. J. Paul

Notary Public
for Minn.

District Court.

County of Cass

Lucien B. Martin

against

John A. Martin

AFFIDAVIT FOR ATTACHMENT.

To the Clerk of said Court:

On filing the within affidavit and a bond approved by me in the within entitled cause, let a Writ of Attachment issue as within prayed.

Dated May 26th 1873

W. H. Ellis

Court Commissioner
Cass County, Minn.

Filed May 26th A. D. 1873

W. H. Ellis

Clerk of said Court

Robert Dick

Plaintiff's Attorney

D. E. Fawcett, Printer.

THE

State of Minnesota,
County of Carr

No. 32.

District Court.
Eighth Judicial District

Lucius B Martin

against

John Dunn

Affidavit for Attachment.

STATE OF MINNESOTA,

County of Carr

Lucius B Martin came

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

said Plaintiff in the above entitled action, which is brought for the recovery of money, and a summons has been issued therein.

That a cause of action exists against the Defendant, and in favor of said Plaintiff therein, and the amount of said Plaintiff's claim therein is Eleven hundred

and thirteen (\$1113.00) Dollars, and the ground thereof

is as follows, that is to say: The said defendant undertook and promised to deliver and did on the 19th day of May sell to said plaintiff ten hundred and fifty bushels of Minnesota wheat for the agreed and stipulated price and sum of Eleven hundred and thirteen dollars. That the said defendant has demanded the delivery of said wheat as provided for in said contract but the said defendant now has and still neglects and refuses to deliver said wheat or any part thereof, thereby causing the action to remain unpaid. That the said sum of Eleven hundred and thirteen dollars is due from said defendant.

And that the said defendant has departed from this State of Minnesota as this deponent avers, believing with intent to defraud and delay his creditors, and to avoid the service of a summons upon him.

And said Affiant doth depose and say, that said Plaintiff is in danger of losing his said

State of Minnesota,

County of Carr } ss. George Foster and
Lucien Warner

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.

Lucien Warner
George Foster

Subscribed and Sworn to before me, on this twenty sixth day of May
A. D. 1878.

H. J. Peck
Notary Public
for Minn.

District Court.

Carr County

Lucien B. Martin

AGAINST

John Warner

BOND FOR ATTACHMENT.

I hereby approve the within Bond and the sureties thereon.

Dated May 26th

A. D. 1878.

W. H. Ellis
Court Commissioner
Carr County
Minn.

John Warner Plaintiff
May 26th 1878
W. H. Ellis Clerk.

W. H. Ellis
Plaintiff's Attorney.

W. H. Ellis

State of Minnesota,
County of Carr

District
Eighth Judicial

Lucien B Martin
vs
John Dunn

Bond for Attachment.

Know all Men by these Presents, That we Lucien B Martin of
the City of St Paul in the County of Ramsey
State of Minnesota as principal, and George Haber & Lucien Warner
of the County of Carr in the State of Minnesota as sureties are held and firmly bound unto
John Dunn defendant above named
in the sum of three hundred
Dollars, to be paid to the said John Dunn
for the payment whereof, well and truly to be made, we jointly and severally bind ourselves, our
heirs, executors and administrators, firmly by these presents.

Scaled with our seals and dated this twenty fifth day of May
A. D. 1873.

The condition of this obligation is such that, whereas the above named plaintiff has duly
applied for a Writ of Attachment against the property of said defendant in this action, according
to the statute in such case provided.

NOW THEREFORE, if the said Defendant recover judgment, if the plaintiff shall
pay all costs that may be awarded to the defendant and all damages which he may sustain by
reason of the attachment, not exceeding the penalty of this Bond, then this obligation shall be void,
otherwise of force.

In testimony whereof, we have hereunto set our hands and seals on this twenty fifth
day of May A. D. 1873

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

H. J. Pack
G. H. Wagners

Lucien B. Martin [SEAL]

George Haber [SEAL]

Lucien Warner [SEAL]

State of Minnesota,
County of Carr

Be it Known, That on this 26th
day of May A. D. 1873, came before me personally Lucien B Martin
George Haber and Lucien Warner
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.

H. J. Pack
Notary Public for
Minnesota

State of Minnesota, I Frederick Hecklin
 County of Cass, Sheriff of Cass Co. Minnesota
 do hereby certify, and return that by
 virtue of the within writ I did on the
 26th day of May, 1873, attach and levy
 upon the following described land and
 real estate as the property of the within
 named John Sam Peterson in Cass Co. Minn.

1873; Lots 3, 4, 5, 6 in Block 2 in the Village
 of Cass as per plat of said village in the office of
 the Register of deeds of Cass Co. also the Southwest
 quarter of section 11 Town 116 Range 26, also
 the South East quarter of section 8. Town 116 Range 26
 also Lot 2 ~~East~~ 5 acres in section 22. Town 119
 Range 24 also South west quarter section 15. Town
 114 Range 24.

F. Hecklin

Sheriff of Cass County
 Minn.

District Court,

County of

Queen, W. W. Martin

against

John Sam

Writ of Attachment.

Issued

May 26th 1873

Clerk.

Returned

June 1st 1873

Clerk.

Baxter & Pugh

Plaintiff's Attorney.

Charles

ST. PAUL PRESS PRINT.

Minneapolis, May 26th 1873
 I have been in the courtroom at Cass
 in Cass Co. as the authority of Cass Co.
 Sheriff of Cass Co.
 R. R. W. H. H.
 26/1873

State of Minnesota,
County of Carver

DISTRICT

Eighth

Judicial

Lucien W. Martin

against

John Dunn

WRIT OF ATTACHMENT.

State of Minnesota,
County of Carver

The State of Minnesota,

To the Sheriff of the County of Carver

Whereas, In the above entitled action, an application has been made to the proper officer for a Writ of Attachment against the property of John Dunn

defendant therein, setting forth by affidavit that a cause of action exists against such defendant and specifying the amount of the claim and the ground thereof; and that the defendant has departed from this State with intent to defraud and delay his creditors

and the bond required by law has been duly executed and filed, in the office of Clerk of said County and said writ allowed and directed to issue by said officer;

Therefore, You are hereby commanded and required to attach and safely keep all the property of said John Dunn within your county, not exempt from execution, or so much thereof as may be sufficient to satisfy the said plaintiff demand, which amounts to the sum of Eleven hundred and fifteen dollars as appears by the Complaint in said action, together

with costs and expenses, and that you proceed herein in the manner required of you by law.

Witness the Honorable A. G. Chatfield Judge

of the District Court aforesaid, at Chaska

this Twenty Sixth day of May

in the year 1893

G. H. Hagenbuhl

Clerk.

State of Minnesota,
County of *Carver*.

Attest Compt 8th Dec

Lucien B. Martin

AGAINST

Affidavit of No Answer.

John Gunn.

State of Minnesota,
County of *Carver*. } ss.

H. J. Peck came personally before me, and having been first duly sworn, he doth depose and say, that he is now — the Attorney for the Plaintiff in the above entitled action: That more than Twenty days have elapsed since the service service of the summons —

and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me, on
this 27 day of June 18 98.

W. J. Peck

*Wrayenbuhl Clara mit dem
Vertrauen*

Dist Court 8th Dist
Larwin - County.

Lucien B. Martin

Against

When I am.

John June 24th 1893.
Hoboken, N. J.

Affidavit of No Answer, &c.

Baxters & Leach.

Attorney for Plff

State of Minnesota,
County of *Carver*

Dist Court *8th* Dist

Lucien B. Martin

AGAINST

John Dunn.

Affidavit of Disbursements.

[Plaintiff's Costs and Disbursements.]

Statute Costs, - - - - - \$ *5.00*

Disbursements.

John Affidavits, - - - - - *75*

Sheriff's Fees, - - - - - *8.00*

Clerk's Fees to be added - - - - - *5.45*

Total \$ 19.50

Principal \$ 1113.00

Interest " 7.49 1120.49

Total \$ 1134.99

Amount claimed in Summons.

Principal, - - - - - \$

Interest, - - - - - \$

State of Minnesota,
County of *Carver*

H. F. Puck came personally before me and
having been first duly sworn, he doth depose and say, that he is *one of*
the Attorney of said Plaintiff in the above entitled cause; that the above
bill and items of Costs and Disbursements therein, are just and correct,
and have been necessarily incurred therein.

Subscribed and Sworn to before me, on
this *27* day of *June* A.D. 18*93*

H. F. Puck.

Edw Maymull, Clerk Dist Court
Carver Minn

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

Lucien. B. Martin
against
John Dunn,

Judgment.

The summons in this case having been duly served and returned and more than twenty days having elapsed since the service and there having been no appearance therein on the part of said Defendant.

Now therefore, on motion of Baxter Deane attorney for Plaintiff, it is adjudged and the judgment of this Court, is that said Plaintiff recover of said Defendant the sum of Eleven hundred thirteen dollars, with seven dollars and forty nine cents interest, with the further sum of twenty dollars and fifty cents, costs and disbursements taxed in said action. The whole amounting to the sum Eleven hundred thirty nine dollars and ninety nine cents, and that said Plaintiff have his lawful process therefor.

Judgment

\$1113.00

Interest 77¢

" 7.49 \$1120.49

Costs & disbursements

" 19.50

Total \$1139.99

Dated, June 24th A.D. 1873.

By the Court:

G. W. Jacobus

Clerk

State of Minnesota
District Court
County of Carver,

Lucien, B. Martin

by
John Dunn.

Judgment Roll

Judgment \$1113.00

Interest " 7.49

Costs " 14.50

Total \$ 1139.99

Gifted, June 24th A.D. 1873.
G. Weyantahl Clerk.

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43 copies 2 Pross, allowing for Plaintiff
Charles, Minn.

No.

743

DISTRICT COURT,
CARVER COUNTY, MINN.

Lucien B. Martin

Plaintiff.

vs.

John Dunn

Defendant.

Baxter & Beck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry

May 26th 1873

Register of Actions

"A"

Page

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Term Tried

19

Judgment for

Plaintiff

Amount of Judgment \$

1139.99

Date of Judgment

June 27th 1873

Judgment Book

Minute Record "A"

Page

313

Default Judgment Book

Page

Date of Docketing

June 27th 1873

Judgment Record "A" - 168 -

No.

744

DISTRICT COURT,
CARVER COUNTY, MINN.

Susana Jaeger
Plaintiff.

vs.

John Dunn
Defendant.

Reyter & Beck
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry *May 26*, 1873

Register of Actions *A* Page *173*

Term Tried *1*

Judgment for *Plaintiff*

Amount of Judgment *2031.57*

Date of Judgment *June 27*, 1873

Minute Record
Judgment Book *A* Page *312*

Default Judgment Book Page

Date of Docketing *June 27*, 1873

Minute Record
Page *168*

District Court
Carm County

Susana Zenger
vs

John Dunn
" "
Complaint

Filed May 16th 1848.
J. Grayson
Clerk.

1848.

Dexter & Beck
Plffs Atty

State of Missouri } I hereby certify as
 County of Lawrence } that I served the
 summons on the within named defendant
 John Brown by leaving at his residence his last
 usual place of abode in said Co. with his
 wife a sum of money in said Co. with his
 disburse on the 27th day of May 1873.

For 100 June 6th 1873.
 Ward 40.

J. H. Harkins
 Sheriff of Lawrence County

DISTRICT COURT.

8th Judicial District.

County of

Lawrence

James Zanger

John Brown

SUMMONS.

John Brown vs. James Zanger.

Wm. H. Harkins
 Sheriff of Lawrence County

Wm. H. Harkins

Plaintiff's Attorney

Press Printing Co. of Lawrence

1873

State of Minnesota.

DISTRICT COURT

Judicial District

County of

Susana Janger

John A. Lane

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You *John Lane* 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 of said County and to serve a copy of your Answer to the said Complaint on the subscriber, at their office in *Chaska in said County.*

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 nineteen hundred and thirty two dollars \$1932. and interest thereon since the 18th day of February 1893, at 12 per cent per annum with costs of suit

Dated

A. D. 1897

Plaintiff Attorney,

Minn.

State of Minnesota
 District Court Eighth Judicial District
 County of Carver

Susana Zanger }
 agent }
 John Dunn }

The plaintiff in the above
 matter action for complaint therein
 respectfully states and shows to the Court
 that on the 12th day of April A D 1892
 in said county of Carver the above named
 defendant made and executed in
 writing and delivered to one Henry
 Zanger for value received his certain
 promissory note of which the following
 is a copy viz:

"\$1992 Carver Apr 12th 1892

"Six months after date I promise to pay
 "to the order of Henry Zanger One
 "Thousand Nine Hundred & thirty two dollars
 "at 12 per cent interest per annum after
 "maturity value received" John Dunn

That since the execution and delivery
 of the said promissory note by the said
 defendant to said Henry Zanger ^{as above said}
 and paid and transferred to said plaintiff
 who is now the lawful owner and
 holder thereof, that no part of the

Money due on said promissory note
has been paid except the interest
up to and prior to the 18th day of Feb-
ruary AD 1843. to wit the sum of \$ 81.⁰⁰ 25/100 dollars
Wherefore the plaintiff demands judgment
against the said defendant for the sum of
one thousand nine hundred and thirty two
dollars with the interest thereon from
and since the 18th day of February
AD 1843 besides the costs of this action
Dated at St. Paul
Plaintiff's Attorney

State of Minnesota
County of Cass ss - Luciana Zanger
being duly sworn on oath says that she is
the plaintiff in the above entitled action - That
she has read and well knows the contents
of the foregoing complaint and that the
same is true of her own knowledge ex-
cept as to matters therein stated upon her
information and belief and that as to
those matters she believes it to be true

Subscribed and sworn
to before me this 24th day of
May AD 1843

State of Minnesota,

County of *Cannon* } ss. *Stephen Knell* and
Peter Michels

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 *Two Hundred Fifty* Dollars, specified in the foregoing Bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

Peter Michels + Steph. Knell

Subscribed and Sworn to before me, on this *26th* day of *May*,
A. D. 1873.

Geo. A. DuToit
Notary Public
Cannon Co.
Minn.

District Court.
Cannon County
Eugene Janger
AGAINST
John Lewis

BOND FOR ATTACHMENT,

I hereby approve the within Bond and the sureties thereon.

Dated *May the 26*

A. D. 1873.

W. H. McIs
Cannon Cannon Co
lawyer at

John May 26th A.D. 1873
Wray

Proctor & Co
Plaintiff's Attorneys
Clark

-173-

State of Minnesota,
County of *Linn*

Court.

8 June 1873

Susana Zanger

John Gunn

Bond for Attachment.

Know all Men by these Presents, That we

Susana Zanger

as principal, and

Stephen Kunt and

Peter Michels

as suret

are held and firmly bound unto

John Gunn the defendant

above named

in the sum of *two hundred and fifty*

Dollars, to be paid to the said *John Gunn*

for the payment whereof, 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

26th

day of

May

A. D. 1873.

The condition of this obligation is such that, whereas the above named plaintiff has duly applied for a Writ of Attachment against the property of said defendant in this action, according to the statute in such case provided.

NOW THEREFORE, if the said Defendant recover judgment, if the plaintiff shall pay all costs that may be awarded to the defendant and all damages which he may sustain by reason of the attachment, not exceeding the penalty of this Bond, then this obligation shall be void, otherwise of force.

In testimony whereof, we have hereunto set our hands and seals on this

26

day of

May

A. D. 187

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

A. R. Denny
Wm Gibson

Susana Zanger [SEAL]
Steph. Kunt [SEAL]
Peter Michels [SEAL]

State of Minnesota, }
County of *Linn* } ss.

Be it Known, That on this

26th

day of

May

A. D. 1873,

came before me personally *Mrs Susana Zanger*

Stephen Kunt + Peter Michels

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.

Geo. A. Whitcomb
Notary Public Carroll
Maine

claim by reason of the facts aforesaid, unless a Writ of Attachment issue; and prays that such Writ of Attachment may be allowed and issued against the property of said Defendant therein, according to the Statute in such case provided; and said Affiant says that no previous application has been made therein for such order, and further saith not.

A. D. 1873.

Subscribed and Sworn to before me, on this

26th day of May
Susan Younger
Geo. A. DuToit
Notary Public
Carroll Co.
Main

District Court.

County of Coconino

Susan Younger
against

John Brown

AFFIDAVIT FOR ATTACHMENT.

To the Clerk of said Court:

On filing the within affidavit and a bond approved by me in the within entitled cause, let a Writ of Attachment issue as within prayed.

Dated May 26th 1873

Wm. H. Allen
Clerk of said Court.

Filed May 26th A. D. 1873

Proctor & Peto

Plaintiff's Attorneys

D. E. Ewing

143

State of Minnesota,
County of Leann

No. 11.

Court.

8th Judicial District

Susann Ganger

against

John Leann

Affidavit for Attachment.

STATE OF MINNESOTA,

County of Leann

ss.

Susanna Ganger came

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

Ganger said Plaintiff in the above entitled action, which is brought for the recovery of money, and a summons has been issued therein.

That a cause of action exists against the Defendant, and in favor of said Plaintiff therein, and the amount of said Plaintiff's claim therein is (\$1937.67) nineteen hundred

and thirty seven dollars & 67/100 Dollars, and the ground thereof

is as follows, that is to say: That a cause of action exists in favor of said Plaintiff and against said defendant, that the said defendant has departed from the State of Minnesota, as the Plaintiff verily believes, with intent to defraud his creditors.

That said cause of action is founded upon a promissory note made by said John Leann dated the 12th day of April 1872 payable sixty days from date with interest at 12 per cent per annum until paid, payable And that to the order of Henry Ganger for the amount of \$1932.00

And said Affiant doth depose and say, that said Plaintiff is in danger of losing his said

State of Minnesota, I Frederick H. Hutton Sheriff
 County of Carver. do hereby certify and return that
 within of the within unit I did on the 27th day of
 May 1873. attach and lay upon the following
 unenclosed land and real estate as property of
 John Dunn situated in Carver Co. Minn. viz:

Lots 3, 4, 5 & 6 in Block 2 in the "village" of
 Cannon a part of said village in office of Register
 & Clerk of said Co. also the South west quarter
 of Section 11 Town 116 R. 26, the South east
 quarter of Section 8 T. 116 R. 26, Lots 1 & 2
 except as a part, in Sec. 22 Town 114 R. 24
 also South west quarter of Sec. 18 T. 114 R. 24

F. Hutton
 Sheriff of Carver Co.

District Court,

County of

Susan A. Ganger
 Plaintiff
 John Dunn
 Defendant

Writ of Attachment.

Issued May 26th 1873
 Clerk.
 Returned June 1st 1873
 Clerk.

Roxter & Dick

Plaintiff's Attorney.

ST. PA. Chas. A. Allen

Allen

173.

State of Minnesota,
County of Carver

DISTRICT COURT.

Eighth Judicial District.

Susana Ganger

Against

John Dunn

WRIT OF ATTACHMENT.

State of Minnesota,
County of Carver

The State of Minnesota,

To the Sheriff of the County of Carver

Whereas, In the above entitled action, an application has been made to the proper officer for a Writ of Attachment against the property of John Dunn

defendant therein, setting forth by affidavit that a cause of action exists against such defendant and specifying the amount of the claim and the ground thereof; and that the defendant has departed from the State of Minnesota with intent to defraud and delay his creditors

of said County and the bond required by law has been duly executed and filed, in the Clerk's Office and said writ allowed and directed to issue by said officer;

Therefore, You are hereby commanded and required to attach and safely keep all the property of said John Dunn within your county, not exempt from execution, or so much thereof as may be sufficient to satisfy the said plaintiff demand, which amounts to the sum of Nineteen hundred thirty two Dollars as appears by the Complaint in said action, together

with costs and expenses, and that you proceed herein in the manner required of you by law.

Witness the Honorable A. G. Chatfield Judge

of the District Court aforesaid, at Charles

this Twenty fifth day of May

in the year 1893

W. H. Graymuhl

Clerk.

State of Minnesota, }
County of Cann } Dist Court 1st Dist

Susana Janger

AGAINST

Affidavit of No Answer.

John Dunn

State of Minnesota, }
County of Cann } ss.

H. J. Peck came personally before me, and having been first duly sworn, he doth depose and say, that he is one of the Attorney for the Plaintiff in the above entitled action:

that more than twenty days have elapsed since the service of the summons in this action.

and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me, on }
this 27 day of June 1878.

H. J. Peck

Wrayenbuck, Chief Dist Court
Cann

Dist - Court 1st Dist
Cann County.

Susana Janger

Against

John Dunn

Filed, June 27th 1878
Wrayenbuck

Affidavit of No Answer, &c.

H. J. Peck

Attorney for Plaintiff.

State of Minnesota,
County of *Carver*

Dist. Court 82 Jan

Susanna Sanger

AGAINST

John Dunn.

Affidavit of Disbursements.

Plaintiff's Costs and Disbursements.

Statute Costs, - - - - - \$ *5.00*

Disbursements.

John Affidavits, - - - - - *25*

Sheriff's Fees, - - - - - *4.80*

Clerk's Fees to be added - - - - - *5.10*

Total \$ *15.85*

Principal of the note, 1932. *00*
Interest at 12% *83.42*

Total \$ *2051.57*

Amount claimed in Summons.

Principal, - - - - - \$

Interest, - - - - - \$

State of Minnesota,
County of *Carver*

H. J. Puck came personally before me and having been first duly sworn, he doth depose and say, that he is *one of* the Attorneys of said Plaintiff in the above entitled cause; that the above bill and items of Costs and Disbursements therein, are just and correct, and have been necessarily incurred therein.

Subscribed and Sworn to before me, on
this *27* day of *June* A.D. 18*88*

H. J. Puck.

John W. Puck
Notary Public
Carver County Minnesota

State of Minnesota *vs* District Court
County of Carver *vs* 2nd District.

Susana Fanger *vs* Judgment,
against
John Dunn.

The Summons in this case having been duly served and returned and more than twenty days having elapsed since the service and there having been no appearance therein on the part of said Defendant. Wherefore, on motion of Master Cook atop for Plaintiff, it is adjudged and the judgment of this Court is that said Plaintiff recover of said Defendant the sum of One thousand nine hundred thirty two dollars, with the sum of Eighty three dollars & Seventy two cents interest, and the further sum of Fifteen dollars and Eighty five cents - cost taxed in said action, the whole amounting to the sum of Two thousand thirty one dollars and thirty seven cents, and that said Plaintiff have the sameful process therefor.

Judgment	\$ 1932.00	
Interest 12% p	" 83.72	\$ 2015.72
Costs & disbursements	" 15.85	" 15.85
Total		\$ 2031.57

Dated, June 27th A.D. 1873.

By the Court: G. H. Grayentahl Clerk.

State of Minnesota
District Court
County of Carver,

Susana Ganger
against
John Gunn,

Judgment Roll.

Judgment	\$	1932.00
Interest	"	83.72
Costs	"	15.85
Total	\$	<u>2031.57</u>

Filed, June 29th A.D. 1893.
G. Strayentuhl Clerk.

Walter Reed, attorney for Plaintiff
Charles, Minn.

No.

744

DISTRICT COURT,
CARVER COUNTY, MINN.

Susana Jaeger
Plaintiff.

vs.

John Dunn
Defendant.

Raxter & Beck
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry *May 26, 1873*

Register of Actions *A* Page *173*

Term Tried *1*

Judgment for *Plaintiff*

Amount of Judgment *\$2031.57*

Date of Judgment *June 27, 1873*

Minute Record
Judgment Book *A* Page *312*

Default Judgment Book *Page*

Date of Docketing *June 27, 1873*

Judgment Record *A* *Page 168*

No. 745

DISTRICT COURT,
CARVER COUNTY, MINN.

How Strait & Co

Plaintiff.

vs

Andrew Bengtson

Defendant.

Frank Warner

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry May 28 1913
Count
Register of Actions 21 Page 174

Term Tried 19

Judgment for

Amount of Judgment \$

Date of Judgment 19

Judgment Book Page

Default Judgment Book Page

Date of Docketing 19

State of Minnesota,
County of Carver

} ss.

George A. DeLoach came

7063 before me personally, and being duly sworn, doth say that he is

one of the Plaintiffs

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 24th day of May

A. D. 1873

Frank Warner

Justice of the Peace

} Geo. A. DeLoach

State of Minnesota }
County of Carver }

District Court
8th Judicial District

D. L. How & Horace B. Strait
and Geo. A. DuToit partners
as How Strait & Company } Complaint
- against -
Andrew Bengtson - }

The complaint of the Plaintiffs respectfully states and shows to this Court

That on the Thirtieth day of December A.D. 1874 the above named Defendant made, executed and delivered his certain promissory note in writing by the terms of which said Defendant promised and agreed to pay to one John Dunn or order the sum of fifty dollars (\$50.) with interest at twelve per cent per annum until fully paid which said note reads in the words and figures following to wit:

" Carver Dec 30th 1874,
\$50 ⁰⁰/₁₀₀ Sixty days after date for value received
I promise to pay John Dunn or order fifty dollars
with 12 per cent interest per annum till fully
paid Cyms Andrew Bengtson

which said Note was for valuable consideration duly transferred and delivered to these Plaintiffs who are now the holder and owners thereof

That no part or portion of the said Note has been paid but the same is now due -

And the Complaint of the Plaintiff for a
second cause of action against said Defendant
states and shows to this Honorable Court
that the above named Defendant became
indebted to one John Dunn on a book account
for goods wares and merchandise sold and
delivered by the said ^{John Dunn} ~~John Dunn~~ to the said
Defendant of the amount and to the value of
Fifteen dollars and forty five cents (\$15.45)
which said account has been for valuable
consideration duly sold, signed and delivered
to these Plaintiffs and the same is now due
and unpaid:

Fol 4

Wherefore the said Plaintiff demands
judgment against said Defendant for
the sum of Fifty Sixty five dollars and
forty five cents (\$65.45) with interest on the
sum of Fifty dollars (\$50.00) from the Thirtieth
day of December A.D. 1871 at twelve per cent per
annum until besides the costs of this action.
Dated Carver May 24th A.D. 1873

Frank Warner

Plaintiffs Attorney

Carver Term

District Court
of the Judicial District
County of Carver

How, Pratt, & Co

vs

Beyington

Complaint

Filed, May 18th 1893
W. H. Gray, Clerk.

— 174 —

Frank M. Mower
Plaintiff's Attorney

No.

745

DISTRICT COURT,
CARVER COUNTY, MINN.

How Strait & Co

Plaintiff.

vs

Andrew Bengston

Defendant.

Frank Warner

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry

May 28 1873

Court

Register of Actions

Q

Page 174

Term Tried

19

Judgment for

Amount of Judgment \$

Date of Judgment

19

Judgment Book

Page

Default Judgment Book

Page

Date of Docketing

19

No. 746

DISTRICT COURT,
CARVER COUNTY, MINN.

O. D. Anderson
Plaintiff.

vs.
Fred Hupkin
Defendant.

Kerner & Fowler
Plaintiff's Attorney

Baxter & Beck
Defendant's Attorney

Date of Entry May 28 1873

Register of Actions A Page 175

Term Tried 1

Judgment for Defendant

Amount of Judgment \$ 9.85

Date of Judgment Sept 21st 1874

Judgment Book Page 382

Default Judgment Book Page

Date of Docketing 1

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State of Minnesota } District Court
County of Carver } J. E. Medical Dist

A. D. Anderson
agent
Frederick Becklin } Sam mory

The State of Minnesota
To the above named Defendant
You Frederick
Hicklin are hereby summoned
and required to answer
the Complaint in the
above Entitled 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 said answer to the
Complaint herein within
twenty days after the
service hereof upon you
Exclusion of the day of
such service and if
you fail to answer
the Complaint within
the time aforesaid the
Plaintiff in this action
will apply to the Court.

Court for the relief
demanded in the
Complaint.

Dated May 27th 1893 } Warner & Fowler
attys for Plaintiff
Cursen
Min

Dist. Court
8th Judicial Dist
C
H. R. Anderson

Friedrich Brodtkin
Lawson

Filed June 3rd 1893.
Washington D.C.

Warner & Fowler
attys for
Cursen

Rec
John Damm

Affidavit of
A. D. Anderson

Sworn May 26th A.D. 1873

A. D. A

Filed June 3^d A.D. 1873.
Attest
Notary Public,
Delaware.

Warner & Fowler

State of Minnesota
County of Carver

Sheriff Carver County
Minn

A. A. Anderson being first
duly sworn deposes and says
That he is the owner of and entitled to the
possession of one hundred and eighty four
bushels and forty eight pounds of
Spring Wheat of the value of Two hundred
and two dollars and fifty cents now stored in
the warehouse of John Dunn of the Town of
Carver in the County of Carver and taken by ^{F. Heckley} ~~him~~ by
virtue of a writ of Replevin at the suit of one Patrick Kelly.
That this deponent raised the said wheat
and deposited the same in the said warehouse
for the purpose of having the same safely
kept and took receipts from the said John
Dunn for the safe keeping of the same.

That this deponent has not sold the said
wheat or any part thereof

Subscribed and sworn to
before me this 26th day of
May A. D. 1873

A. A. Anderson

Frederick W. Wain
Justice of the Peace

State of Minnesota }
County of Carver }

I, the undersigned, Coroner in and for the said County of Carver, do hereby certify and return that I have taken the property described in the annexed affidavit in Replevin in obedience to the order endorsed thereon, and that I have served the annexed Summons, Return in Replevin, Affidavit in Replevin, Affidavit of owner.

Gas 10¢
Serving Summons \$1.00
Mileage 40¢
necessary expenses to secure
& safely keep the property 2.00
serving affidavit of claim 50¢
serving affidavit in Replevin 50¢
serving Bond in Replevin 50¢

\$ 3.40

and right of possession on the within named Defendant Fred. Hecklin on the 27th day of May A.D. 1873, in the Town of Carver in said County by reading and explaining the same to him and by then and there delivering to him and leaving in his hands a true and correct copy thereof and a copy of them, and that upon the giving of a Counter Bond the property was returned to the Defendant.

Given under my hand this 28th day of May 1873, Magnus Werk
Coroner

District Court,

County of Carver

A. D. Anderson

AGAINST

Fredrick Hecklin

Affidavit in Replevin.

I, Magnus Werk, Coroner of Carver County

Sir:

You are hereby required to issue a writ directed to the Sheriff, commanding him to take the property described in the within affidavit from the within named Defendant, and the same, ^{to the extent of the same} safely keep until disposed of according to law.

Dated May 26th A. D. 1873

Yours &c.,

Warner & Fowler

Plaintiff Attorney.

To the Clerk of the District Court of the

County of Carver Minnesota.

Warner & Fowler

Plaintiff's Attorney

Filed June 10th A. D. 1873
ST. PAUL PRESS PRINT.
C. H. Gray, printer, clerk.

State of Minnesota,
County of Cannon

District Court

5th District.

A. D. Anderson

AGAINST

AFFIDAVIT IN REPLEVIN.

Frederick Hecklin Sheriff of the County of Cannon

State of Minnesota,
County of Cannon

ss.

A. D. Anderson came

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

A. D. Anderson the
said Plaintiff in the above entitled cause; that said Plaintiff is the owner, and
lawfully entitled to the immediate possession of that certain personal property to recover
possession of which this suit is brought, and which is described as follows, that is to say:
one hundred and eighty four bushels and
forty eight pounds of Spring wheat

that the same is wrongfully detained from said Plaintiff by said Defendant at the County
of Cannon and State aforesaid; that the same has not been taken for a tax,
assessment or fine, pursuant to a statute, or seized under an execution or attachment against
the property of said Plaintiff

and that the actual value of the aforesaid property is two hundred and
two dollars and fifty cents Dollars,
and further saith not.

Subscribed and Sworn to before me,
On this 26th day of May A.D. 1873

A. D. Anderson

Frank Warner
Justice of the Peace

to me well known to be the same persons who executed the foregoing bond, and each severally acknowledged the same to be his own free act and deed.

State of Minnesota, }
County of Carver } ss. *Frank Warner*
Justice of the Peace
Constantine Dougherty
being first duly sworn upon oath doth say, each for himself, that he is ~~one of~~ the sureties above named; that he is a resident and freeholder of and in the State of Minnesota, and worth the amount of *Four hundred and five* Dollars, specified in the foregoing bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

Subscribed and Sworn to before me,
On this *26th* day of *May* A.D. 1873 } *Constantine Dougherty*
Frank Warner
Justice of the Peace

DISTRICT COURT,

County of *Carver*
A. D. Anderson
vs
Fredrick Hecklin

BOND IN REPLEVIN.

I hereby approve the within bond and the sureties thereon.

Dated *May 26th* A. D. 1873
Wagner & Walker Sheriff of
Carver County, Minn.

Filed June 2, 1873
Attest my hand, Clerk,

Warner & Walker
Plaintiff Attorney

State of Minnesota,
County of Carver

DISTRICT COURT,

8th Judicial District.

A. D. Anderson

Against
Frederick Hecklin

Bond in Replevin.

Know all men by these presents, That we A. D. Anderson
as principal and Constantine Dougherty as
surety

are held and firmly bound unto

Frederick Hecklin

the defendant
in the above entitled action, in the sum of Four hundred and five Dollars,
lawful money of the United States, to be paid unto the said

Frederick Hecklin his

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

Scaled with our seals and dated this

26th day of May

A. D. 1873

The condition of this obligation is such that WHEREAS, an affidavit has been duly
made in this action, that the said defendant wrongfully detains from said plaintiff
certain personal property therein described, of the value of Two hundred and
two dollars and fifty cents ~~Dollars~~, and said plaintiff
claims the immediate delivery of such property to him, according to the statute in such case
provided.

NOW THEREFORE, if the said plaintiff shall prosecute said action with effect, and
return said property to said defendant if a return is adjudged, and shall pay to him such
sum as for any cause may be recovered against the plaintiff, then this obligation shall be
void, otherwise of force.

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

26th day of May

A. D. 1873

Signed, Sealed and Delivered in presence of

Frank Warner
Bowler

A. D. Anderson

[SEAL.]

Constantine Dougherty

[SEAL.]

[SEAL.]

State of Minnesota,
County of Carver

ss.

BE IT KNOWN, that on this

26th day of May

A. D.

1873 came before me personally

A. D. Anderson and
Constantine Dougherty

State of Minnesota,
County of Carver

District Court
8th Judicial District

A. D. Anderson

vs.

Frederick Hecklin

Know all men by these presents that Frederick Hecklin as principal and E. Holmes & W^m A. Griffin as sureties are held and firmly bound unto A. D. Anderson plaintiff in said action in the the above entitled action, in the sum of Four hundred & five dollars lawful money of the United States, to be paid unto the said A. D. Anderson his heirs administrators and assigns, for which payment well and truly to be made we jointly and severally bind ourselves our heirs, executors administrators and assigns firmly by these presents.

Sealed with our seals and dated this 27th day of May A. D. 1873.

The condition of the above obligation is such that whenever a writ of replevin has been issued in this action and certain personal property therein described and alleged to be of the value of Two hundred & two dollars, seized by virtue of said writ, and said defendant desires a return of such property to him according to the statute in such case provided;

Now therefore if said property shall be delivered to said plaintiff, if a delivery is adjudged, and said plaintiff paid such sum as for any cause may be

recovered against the defendant, then
this obligation shall be void otherwise
of force.

In testimony whereof we have hereunto
set our hands and seals on this 27th day
of May A.D. 1873.

Signed & sealed in presence of
J. S. McDouall
J. S. McDouall

F. Hecklin
E. Holmes
Wm. A. Griffin

State of Minnesota }
County of Carver } Be it known that on this
27th day of May A.D. 1873 came before me
personally Frederick Hecklin and
E. Holmes & Wm. A. Griffin to me well known to be
the same persons who executed the foregoing
bond, and each severally acknowledged
the same to be his own free act and deed.

J. S. McDouall
Notary Public
Carver Co. Minn.

State of Minnesota }
County of Carver } E. Holmes and
Wm. A. Griffin upon oath doth say each for
himself, that he is one of the sureties above
named; that he is a resident and freeholder
of and in the State of Minnesota and worth
the amount of _____ dollars
above his debts and liabilities, and exclusive
of his property which is exempt from
execution.

Subscribed & sworn to before
me this 27th May A.D. 1873.

J. S. McDouall
Notary Public
Carver Co. Minn.

E. Holmes
Wm. A. Griffin

State of Minnesota }
County of Carver }

Whereby certify that upon the service upon me of the within
bond the property therein mentioned was returned to said defendant
Dated May 28th 1873.

Wagnus Walk
Carver Carver Co, Minn

Dist. Court
County of Carver
A. D. Anderson
vs.

Fredrick Hecklin
Def'ts Bond in Replevin

The def't, herein hereby
requires an immediate
return of the property
seized on the writ
issued in this action
Dated May 27th 1873
J. Magnus Walk

Coroner of Carver County
Minnesota

John J. Juncos, Clerk,
Carver County, Minn.

J. L. MacDonald
Def'ts attorney

File 101 State of Minnesota
District Court Eighth Judicial District
County of Carver

A D Anderson }
 } Agent
Fred Klein }

The defendant in the above
initiated action for Carver then claims
that the said plaintiff is the owner or entitled
to the possession of the personal property
described in the complaint in this
action or to any part thereof, as therein
alleged.

And further answering the defendant alleges
that the said defendant is now and for
more than an year last past has been unlawfully
detaining the County of Carver in the State of
Minnesota, that on the 26th day of
May 1884, the said personal prop-
erty in the said complaint described was
owned by and was the property of John
Dunn of Carver in said County of Carver
and was then stored in the warehouse
of Enoch Hulme at Carver aforesaid
that on the day and year aforesaid
at Carver aforesaid, and while the
said John Dunn was so as aforesaid
the owner of said personal property to-wit
one hundred and eighty four bushels

and forty eight pence, of Shropshire
the said defendant as Sheriff aforesaid
and under and by virtue of a writ
of Attachment, ^{City} then in his hands
and to him directed, ^{City} issued out of and under
the seal of the district court in and for
the said County of Essex in a certain
action then pending in said court
wherein Lucien B Martin was plaintiff
and the said John Owen was defendant
and in obedience to said writ took into his possession
seize and attach all the property of the said
John Owen the said personal property
and all of it, and did by virtue of said writ of ~~attach~~
ment hold possession of the said until
taken from him under the proceedings in
this action. And the defendant says that he is
as Sheriff aforesaid, under the Attachment
aforesaid entitled to the immediate
possession of said personal property

Wherefore the defendant demands full
restitution against the said ~~of~~ plaintiff
for the return of said property, or if a return
thereof cannot be had then for the sum
of two hundred and two dollars and forty
cents damages to the said return and for
the costs of this action

Wm. P. & P. R.
Supt. City

State of Minnesota
 County of Carna 97. L. H. Boston being duly sworn on oath says that
 he is one of the defendants attorneys in the within entitled action - that on the
 14th day of March 1887 he received a copy of the within notice of sale
 on ~~the within named~~ Frank Mearns attorney for the within named plaintiff
 by depositing the same in the Post Office at Chaska in the said
 County of Carna the place of residence of the defendant attorney
 in closed in an envelope addressed to the said Frank Mearns
 at Carna in said County his place of residence; that at the
 time of mailing said paper he said the full legal postage thereon
 and that there is a regular mail communication between said
 Carna and Chaska
 L. H. Boston
 Subscribed and sworn to before
 me this 14th day of March 1887
 J. K. Weyenbuhl, Clerk District Court
 Carna Minnesota.

STATE OF MINNESOTA,

County of Carna

District Court,

Judicial District.

L. H. Boston

AGAINST

J. K. Weyenbuhl

NOTICE OF TRIAL.

Due service of the within notice is hereby ad-

mitted this

14th day of

March 1887

Attorney for

J. K. Weyenbuhl

Attorneys for

L. H. Boston

Filed this

day of

March 1887

A. D. 1887

J. K. Weyenbuhl, Clerk

Printed and for sale at the St. Paul Pioneer office.

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STATE OF MINNESOTA,

DISTRICT COURT,

County of *Wasson* } ss.

Reg 10th Judicial District.

A. S. Anderson

AGAINST

Frederick Becklin

Notice for Trial.

Sir: You will Please take Notice, That *the issue of fact*
the above entitled action, will be brought on for *trial*
at the next *General* Term of this Court, to be held
in said County at the Court House, in the *Village*
of *Charlton* in said County, on the *Sixth* day of
April A. D. 1874 at the opening of said Court on that day, or as soon
thereafter as Counsel can be heard.

Dated, *March 14th* 1874

Yours Respectfully,

Bayles & Beck

Attorney for Defendant

To *Frank Warner*

Attorney for Plaintiff

STATE OF MINNESOTA,

County of *Carson*

DISTRICT COURT.

Ely Judicial District.

Ed Anderson

AGAINST

and Hickman

Plavit of Verification by Party.

Filed April 14th 1874.
Getzenbuhl
clerk

Baugh & Dick
Depts Attorney.

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

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State of Minnesota, }
 County of Curran } ss.

Fred Hecklin

being duly sworn, doth depose and say, that he is Defendant
 in the action in the foregoing Curran entitled, and
 that the said Curran is true of his own knowledge, except
 as to the matters which are 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,
 this 28th day of July A.D. 1873 } J. Hecklin

Notary Public
Curran County Minn. H. J. Peck.

Sir. You will please to take notice that the within bill of costs and disbursements will be taken and augmented in the within entitled action by order before J. May, an able clerk of the within entitled court at his Office in Chaska in the County of Carver Minnesota on the 30th day of July A.D. 1874 at ten o'clock in the forenoon of that day and judgment for such costs and disbursements entered against said plaintiff.

Dated July 2nd 1874
 To Frank Murman
 Rpts City.

Deputy Clerk
 Altho for Sept

Dist Court
 Carver County

H. D. Anderson
 vs

Land Reclaimers

Exposition Cases

Filed July 2nd 1874
 J. May, Clerk
 Chaska

Deputy Clerk
 Altho for Sept

State of Minnesota

County of Carver. I, L. Deputie being duly sworn on oath say & certify that on the 20th day of July A.D. 1874 he caused the within notice of taking action of cost and disbursements to be served upon the plaintiff in said action by depositing the same in the Post Office in Chaska Carver County Minnesota mailed in an appropriate direction and addressed to the plaintiff's said Attorney at Carver in said county of Carver the within of said plaintiff's Attorney having first sent the full legal receipt thereon, and that there is a regular daily mail between said Chaska and Carver and is duly credited and sworn to before me this 20th day of July A.D. 1874.

L. Deputie

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

vs I Anderson
against
Frederick Hecklin

Disbursements and cost of Defendant

Statute cost	5.00
One Affidavit	.80
Chk fees to be received	4.55
Total	<u>9.85</u>

State of Minnesota
County of Carver ss - I L Baxton being
duly sworn on oath says that he is one
of the Attorneys for said defendant in the
above entitled action that the above bill
and item of cost and disbursements therein
are just and correct and have been or
will be necessarily incurred therein
Subscribed and sworn
to before me this 24th day of July A.D. 1874
J. H. Wraymire, Clerk of Court
Carver County, Minn.

Chas L. Best Court
Carver Co Minn

State of Minnesota,
County of Le Sueur } ss.

A. D. Anderson came
before me personally, and being duly sworn, doth say 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
his information and belief, and as to those matters, that he believes
it to be true.

Subscribed and Sworn to before me,

On this 27th day of May } A. D. Anderson
A. D. 1873 Frank Warner
Justice of the Peace

Casson County.
District Court.

A. D. Anderson.

vs.

Frederick Becklin

Complaint in Replevin.

Filed May 28th AD 1873,
W. G. Wrayenbuhl Clerk.

Warner E. Fowler
Plaintiff's Attorney

ST. PAUL PRESS PRINT.

Wherefore said Plaintiff demand judgment against said Defendant for the immediate return and possession of the property above described, or the sum of two hundred and two dollars and forty cents Dollars, the value thereof, in case a delivery thereof cannot be had, and ten cents per cent five Dollars, damages for the detention thereof, besides the costs and disbursements of this action.

Dated Casson May 27th 1873

Frederick Becklin
Plaintiff

Casson
Attorney

175-

State of ~~Illinois~~

County of Cuwer

District Court.
8th Judicial Dist.

A. D. Anderson

AGAINST

COMPLAINT.

Fredrick Becklin

The complaint of the Plaintiff in this action shows to this Court, and states:

That said Plaintiff is the owner and entitled to the immediate possession of that certain personal property which is described as follows, that is to say:

One hundred
and Eighty four bushels and
forty eight pounds of Spring
Wheat

That the same, all and singular, and the possession thereof, are wrongfully and unlawfully detained from said Plaintiff by said Defendant at the County of Cuwer in the State aforesaid. That said Plaintiff has demanded and caused to be demanded of said Defendant the delivery and possession thereof before the commencement of this action; but said Defendant has refused and still refuse and neglects to deliver the same, or any part of the same to the Plaintiff And that the same is worth, and of the actual value of Two hundred and two ⁹⁴/₁₀₀ (\$202.40) dollars.

State of Minnesota
District Court for said
County of Carver.

H. D. Anderson

Against
Frederick Hicklin,

Copy of Judgement.

This cause came on for
hearing at the General Term of said Court, on
the 8th day of April A.D. 1874. and on motion
of respondents Attorneys said action was
dismissed by the Court.

Now therefore upon motion of
Baxter Post Attorneys for respondent, It is
thereby Adjudged & determined, that said
respondent recover of said Plaintiff, the sum
of nine dollars and eighty five cents, costs
and disbursements stated in said action, and
that said respondent have their lawful process
therefor.

Dated September 21st A.D. 1874.

By the Court:

Eschmayerbuhl

Clk.

State of Minnesota
District Court
County of Carver,

A. Q. Anderson
vs
Thos Hecklin,

Judgment Roll.

Judgment for Costs
for Sept & Oct. 85.

Filed, Sept 21st 1894.
Eschwegebach
Clerk.
145.

Walter & Pugh Clerks for
Sept. & Oct. 1894.

No.

746

DISTRICT COURT,
CARVER COUNTY, MINN.

C. D. Anderson

Plaintiff.

vs.

Fred Hucklin

Defendant.

Herbert Fowler

Plaintiff's Attorney

Baxter Beck

Defendant's Attorney

Date of Entry

May 28 1873

Register of Actions

A

Page

175

Term Tried

1

Judgment for

Defendant

Amount of Judgment \$

9.85

Date of Judgment

Sept. 21st 1874

Judgment Book

Page

382

Default Judgment Book

Page

Date of Docketing

1

196

No. 747

DISTRICT COURT,
CARVER COUNTY, MINN.

Deidrick Larsen
Plaintiff.

vs.

Frederick R. Vecklin
Defendant.

Samuel L. Fowler
Plaintiff's Attorney.

J. L. McDonald
Defendant's Attorney.

Date of Entry *May 28th 1873*

Register of Actions *"A"* Page *175*

Term Tried.....19

Judgment for.....

Amount of Judgment \$.....

Date of Judgment.....19

Judgment Book.....Page.....

Default Judgment Book.....Page.....

Date of Docketing.....19

State of Minnesota
County of Carver
Diedrich Lenz

vs
Fred Krecklin

District Court
8th Judicial District

Know all men that I Fredrick =
Krecklin principal and Jacob Holmes and
Wm A Griffin as surety are held and
firmly bound unto Diedrich Lenz plaintiff the
above entitled action in the sum of Seven hundred
& Twenty five (\$725.00) dollars lawful money of the United
States to be paid unto the said Diedrich Lenz
his heirs executors administrators or assigns
for which payment well and truly to be made.
We jointly and severally bind ourselves our heirs
and administrators firmly by these presents.

Sealed with our seals and dated this 27th day
of May AD 1873. The condition of this obligation
is such that whereas a writ of replevin has been
issued in this action and certain personal
property therein described and alleged to be of the
value of Seven hundred & Twenty five dollars, seized by
virtue of said writ and said defendant desires a
return of such property to him according to the
statute in such case provided.

Now therefore if said property shall be de-
livered to said plaintiff if a delivery is
adjudged and said plaintiff pay such sum as
for any cause may be recovered against
the defendant then this obligation
shall be void otherwise of force.

In testimony whereof we have hereunto set
our hands and seals on this 27th day of May A.D.
1873.

Signed sealed and delivered }
in presence of
J. E. Macdonald }
J. E. Macdonald }

F. Hecklin seal
E. Holmes seal
Wm. A. Griffin seal

State of Minnesota }
County of Carver }

It is known that on this 27th day
May A.D. 1873. personally came before me Fred. Hecklin &
E. Holmes & Wm. A. Griffin and 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. E. Macdonald
Notary Public
Carver Co., Minn.

State of Minnesota }
County of Carver }

E. Holmes and
Wm. A. Griffin Upon oath doth say that he is one of the
parties above named, that he is a resident and freeholder
of and in the State of Minnesota and worth the amount of
Seven hundred dollars specified in the foregoing bond over
and above his debts and liabilities and exclusive of
his property exempt by law from execution
Given & subscribed before me
this 27th day of May, A.D. 1873

J. E. Macdonald
Notary Public
Carver Co. Minn.

E. Holmes
Wm. A. Griffin

State of Minnesota
Carver County

I hereby certify that upon the service upon
me of the within bond the property therein mentioned
was by me returned to said defendant

Dated May 28th 1873

Magnum Walk
Coroner Carver Co. Minn

Dist. Court
County of Carver
Diedrich Leizer

vs.

Fred. S. Becklin

Def'ts, Bond in Replevin

The def't herein requires
an immediate return of
the property seized in
the writ issued in
this action—
dated May 27th 1873.

For Magnus Walk

Coroner Carver Co.
Minnesota

J. Mac Donald
Defendant to this

helping Leon on debt in the
Complaint.

Dated May
29th 1893

Warren & Fowler
attys for Plaintiff
Carson
Min

Debt Court
J. C. Dineen

Deidrichsen
vs

Fredrickson

Summons

Filed June 2, 1893
J. C. Dineen
Deidrichsen

Warren & Fowler
attys for Plaintiff
Carson Min

Safe Keeping of the same
that this deponent
has never sold said
wheat or any part thereof
Subscribed. And
doom to defend
me this 26th day
of May A.D. 1873

Diedrich Lengen.

Frank W. Wynn
Justice for Peace

affidavit.

Diedrich Lengen

Attest, June 8, 1873.

W. H. Wynn, Clerk.

W. H. Becklin
Sheriff of Carver
State of Minnesota
County of Carver 388

Deidrich Kuzen
being first duly sworn
deposes and says, that
he is the owner and entitled
to the possession of three
hundred and sixty nine
Bushels and thirty one
pounds of Spring Wheat of
the value of three hundred
and eighty seven dollars
and ninety seven cents
now stored in the
warehouse of John Dunn
of the Town of Carver
in the County of Carver
and taken by H. Becklin
Minif by virtue of writ
of Replevin at the suit
of one Patrick Kelly
that this defendant raised
the said Wheat and
deposited the same in
the said warehouse
for the purpose of being
kept safely and took
receipts from the said
John Dunn for the

that the same has not
been taken for a tax
assessment or fine pursuant
to a statute, or seized
under an execution or
attachment against the
property of said Plaintiff
and that the actual value
of said property is three
hundred and eighty-seven
dollars and ninety-seven
cents and further with
out

Subscribed and sworn to before
me on this 26th
day of May A.D. 1873 }
Frank Warner }
Justice of the Peace }
Dudrick Longen }

District Court
County of Lincoln

Nicholas Lawton
vs
Frederick Hecklin

Affidavit in Replevin
of ~~Frederick Hecklin~~ ^{former owner of}
~~the property described in the~~
~~within affidavit from the~~
~~named defendant and~~ ^{Deliver}
~~same to the plaintiff~~
~~disposed of according to~~
~~law~~
Dated May 26th A.D. 1873

Yours &c

Warner T. Fowler

Plaintiff's Attorney

To the Clerk of the District
Court of the County of
Canada Minnesota

Filed June 1st A.D. 1873
Wm. H. H. H. Clerk

Warner T. Fowler

Plaintiff's Attorney

State of Minnesota District Court
County of Carver } Superior Court Dist.

Deidrich Lengen

(Agent)

Frederick Becklin

} Bond in Lengen

Know all men by these presents
that we Deidrich Lengen
as principal and John P. Meyer
as surety are held and
firmly bound unto Frederick
Becklin the defendant in
the above entitled action
in the sum of seven hundred
and seventy five dollars
and ninety four cents
lawful money of the United
States to be paid unto the
said Frederick Becklin
his heirs Executors, Administrators
or assigns for which payment
well and truly to be made
and done we jointly and
severally bind ourselves
our heirs Executors and
administrators firmly by
these presents - Sealed
with our seals and dated

This 26th day of May A.D.
1873

The Condition of this obligation is such that Whereas, an affidavit has been duly made in this action that the said defendant wrongfully detains from said Plaintiff certain ^{personal} ~~personal~~ ^{property} ~~therein~~ described of the value of three hundred and eighty seven dollars and ninety seven cents and said Plaintiff claims the immediate possession and delivery of said property to him according to the Statute in such cases made and provided.

Now therefore if the said Plaintiff shall prosecute said action with Effect and return said property to said defendant if a return is adjudged and shall pay to such sum as for

any cause may be recovered
against the plaintiff, then
this obligation shall be
void otherwise of force

In Testimony Whereof
we have hereunto set
our hands and seals
on this 26th day of May
A.D. 1873

Signer sealed
and delivered
in presence of
Frank Weimer
John Sandme

Druidich Lungen {True
John Pflieger {True

State of Minnesota
County of Carver

Be it known
that on this 26th day of
May A.D. 1873 Came before
me personally Druidich
Lungen and John Pflieger
to me known to be the
same persons who executed
the foregoing Bond and
Each severally acknowledged
the same to be his own

free act and deed
Frank Warner
Justice of the Peace

State of Minnesota
County of Carver } \$ \$ John P. Flyer
George Klein

being first & duly sworn
upon oath doth say that
he is the surety above
named, that he is a
resident and freeholder
of land in the State of
Minnesota and worth
the amount of seven hundred
and seventy five dollars
and seventy four cents
specified in the foregoing
Bond above his debts
and liabilities and Exclai-
re of his property which is
Exempt from Execution

Subscribed and sworn to before
me this 26th day
of May A.D. 1873
Frank Warner
Justice of the Peace

State of Minnesota
County of Cass

I, the undersigned, Clerk in and for
the said County of Cass, do hereby certify and return that
I have taken the property described in the annexed affidavit in Reple-
vin in obedience to the order endorsed thereon and that I
have served the annexed Summons, Bond in Replevin, Affidav-
it in Replevin, ~~affidavit of ownership of property~~
The within named Frederick Hecklin on the 27th day of
May, A. D. 1873, in the Town of Cass in said County by ser-
ving and explaining the same to him and by them and there-
after leaving to him and leaving in his hands, or true and
correct copy thereof and each of them, and that upon the giving
of a ~~summons~~ bond the property was returned to the Defendant.
Given under my hand this 28th day of May, A. D. 1873.

Magnus Walk
Clerk Cass Co Minn

For
Selling Summons \$1.00
Mileage
for copy of process
to return of property
for affidavit
for affidavit
in Replevin
affidavit in Replevin
\$5.40

Dist. Court
County of Cass

Friedrich Langen

Frederick Hecklin
Jury June 1st 1873
Jury June 1st 1873

Henry Apperson
The within Bond
and Security taken
Justice May 27th
A. D. 1873-

Magnus Walk
Clerk Cass Co

Spencer
Foster
Plain City

State of Minnesota
 County of Carver 99 - Ed Pastor being duly sworn one & att
 says that he is one of the ~~plaintiffs~~ Defendants Attorneys
 in the within entitled action - That on the 14th day of March 1897
 he served a copy of the within notice of claim on Frank Warm
 Attorney for the within named plaintiff by depositing the same in
 the post office at Chaska in said county of Carver the place of residence
 of said Defendant Attorney included in an envelope addressed
 to the said Frank Warm at Carver in said County but place
 of residence that at the time of mailing said paper he paid
 for paid legal postage thereon and that there is a regular
 mail communication between said Chaska and Carver
 Subscribed and sworn to before
 Me this 30th day of March 1897

G. Wraymehl
 Justices Court
 Carver Co. Minn.

STATE OF MINNESOTA,
 County of Carver }

District Court,

Geo Judicial District.

Edmund Larsen

AGAINST

F. H. Becklin

NOTICE OF TRIAL.

Due service of the within notice is hereby ad-

mitted this

day of

A. D. 1897

Attorney for

Becklin & Beck

Attorneys for

Becklin

Filed this

day of

March

A. D. 1897

G. Wraymehl

Becklin

Printed and for sale at the St. Paul Pioneer office.

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STATE OF MINNESOTA, } **DISTRICT COURT,**
 County of *Marion* } ss. *Eighth* Judicial District.

Richard Langer

AGAINST

Frederick H. Collins

Notice for Trial.

Sir: You will Please take Notice, That *the issue of fact*
 the above entitled action, will be brought on for *trial*
 at the next *General* Term of this Court, to be held
for said County at the Court House, in the *Village*
 of *Chaska* in said County, on the *Sixth* day of
April A. D. 187*4* at the opening of said Court on that day, or as soon
 thereafter as Counsel can be heard.

Dated, *March 14th* 187*4*

Yours Respectfully,

Bayton & Beck

Attorney for *Defendant*

To *Frederick H. Collins*

Attorney for *Plaintiff*

Wherefore said Plaintiff demand judgment against said Defendant for the immediate return and possession of the property above described, or the sum of Three hundred and eighty seven $\frac{97}{100}$ Dollars, the value thereof, in case a delivery thereof cannot be had, and one hundred Dollars, damages for the detention thereof, besides the costs and disbursements of this action.

Dated Carver May 26th 1873

Morse & Fowler
Plaintiff Attorney

Carver County.
District Court.
District Attorney.

vs.
Frederick Becklin

Complaint in Replevin.

Filed May 28th A.D. 1873.
With my certificate
Clk.

Morse & Fowler
Plaintiffs Attorneys

ST. PAUL PRESS PRINT.

145

State of Minnesota,

County of Carver

District Court.
St. Judicial Dist

Didrich Lingen
A. D. Anderson

AGAINST

COMPLAINT.

Frederick Becklin

The complaint of the Plaintiff in this action shows to this Court, and states:

That said Plaintiff is the owner and entitled to the immediate possession of that certain personal property which is described as follows, that is to say:

Three hundred and sixty nine ~~dollars~~
bushels of Spring wheat

That the same, all and singular, and the possession thereof, are wrongfully and unlawfully detained from said Plaintiff by said Defendant at the County of Carver in the State aforesaid. That said Plaintiff has demanded and caused to be demanded of said Defendant the delivery and possession thereof before the commencement of this action; but said Defendant has refused and still refuses and neglects to deliver the same, or any part of the same to the Plaintiff And that the same is worth, and of the actual value of Three hundred and eighty seven $\frac{97}{100}$ dollars.

3 of attachment, then in his hands, and to him directed, ^{and} ~~and~~ out of and under the seal of the district court in and for the said county of Leavenworth in a certain action then pending in said court wherein Lucien B. Martin was plaintiff and John Dunn aforesaid was defendant did in obedience to said writ take into his possession seize and attach as the property of the said John Dunn, the said personal property and all of it, and did by virtue of the said writ of attachment have possession of the same until taken from him under the proceedings in this action. And the defendant says that he is entitled to the immediate possession of said personal property as sheriff aforesaid, under its attachment aforesaid - Wherefore the defendant demands judgment against the said plaintiff for the return to him said defendant of the said personal property, or if a return thereof cannot be had then for the the sum of three hundred and sixty nine dollars, sum as the value of said personal property - And for his costs in this action.

4

Raymond Rich

Defendant's Attorney

State of Minnesota, }
County of Carn ss.

Fred H. Klein

being duly sworn, doth depose and say, that he is defendant
in the action in the foregoing answer entitled, and
that the said answer is true of his own knowledge, except
as to the matters which are therein stated on his information and belief,
and as to those matters, that he believes it to be true. o

Subscribed and Sworn to before me,
this 27th day of June A.D. 1873 } F. H. Klein

H. J. Peck.
Notary Public
Carn Co Minn

STATE OF MINNESOTA,

County of *Cass*

DISTRICT COURT.

Egbert Judicial District.

Andrick Surgen

AGAINST

Andrick Surgen

Memorandum
Affidavit of Verification by Party.

Filed April 14th 1874.
W. H. Gray
Clark

Baptist & Peck
Attorneys.

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

No.

DISTRICT COURT.

Plaintiff.

126

Defendant.

Plaintiff's Attorney.

Defendant's Attorney

Date of Entry

Register of Actions

Term Tried

Judgment for

Amount of Judgment \$

Date of Judgment

Judgment Book.

Default Judgment Book

Date of Docketing