



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

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No. 452

DISTRICT COURT,
CARVER COUNTY, MINN.

John A. Hellestrom
Plaintiff.

vs.

Frederick Heuklin
Defendant.

Plaintiff's Attorney.

Baxter & Sargent
Defendant's Attorney.

Date of Entry *June 2nd*, 19*73*

Register of Actions *"A"* Page *177*

Term Tried.....19.....

Judgment for *Defendant*

Amount of Judgment \$ *9.85*

Date of Judgment *September 21st* 19*74*

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

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Date of Docketing *Sept 21st* 19*74*

Judgment Record page 126

DISTRICT COURT,

8th Judicial District.

County of

Levee

John A. Hillstrom
vs

Frederick Hecklin

SUMMONS.

Filed June 30, A.D. 1893.
St. Paul, Minn.

Warner E. Fowler
Plaintiff Attorney.
Carson

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

DISTRICT COURT.

5th Judicial District.

County of

Carver

John A. Willstrom

vs

Fredrick Hecklin

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You Fred Hecklin are hereby summoned and required to answer the Complaint in this action which is filed in the office of the Clerk of the District Court at Dakota and to serve a copy of your Answer to the said Complaint on the subscriber ^{in said County} at their office in Carver 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 apply to the Court for the relief demanded in the Complaint.

Dated

May 27th

A. D. 1873

Harner & Fowler

Plaintiff's Attorney,

Carver

Minn.

Re
John Dunn

Affidavit of
John A. Hillestrom

Sworn May 26th A.D. 1873

J. A. H.

Filed June 3rd A.D. 1873
Guthrie & Co. Clerk,

Warner & Fowler

Shenney Carver County
Maine

State of Minnesota }
County of Carver }

John A. Hiltstrom being first
duly sworn deposes and says:
That he is the owner of and entitled to the
possession of Three hundred and twenty
one bushels and fifty pounds of Spring
wheat of the value of Three hundred and fifty
four dollars and twenty cents now stored in
the warehouse of John Dunn of the Town of
Carver in the County of Carver and taken by ^{the} ~~him~~ ^{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. 1893

John A. Hiltstrom

Frank Warner

Justice of the Peace

Wherefore said Plaintiff demands judgment against said Defendant for the immediate return and possession of the property above described, or the sum of Three hundred and fifty four dollars and twenty cents Dollars, the value thereof, in case a delivery thereof cannot be had, and Seventy five Dollars, damages for the detention thereof, besides the costs and disbursements of this action.

Dated May 26th A.D. 1873

Warner & Fowler

Plaintiff's Attorneys

Carver County.
District Court.

John A. Hildrom

vs.
Fredrick Hecklin

Complaint in Replevin.

Filed June 2nd A.D. 1873.
Wm. H. Hildrom, Clerk.

Warner & Fowler

Plaintiff's Attorneys

ST. PAUL PRESS PRINT.

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State of Minnesota,

County of Carver

District Court.
5th Judicial District

John A. Hilstrom

Frederick Hecklin

AGAINST

COMPLAINT.

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

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

Three hundred and twenty bushels and fifty 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 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 fifty four dollars and twenty cents dollars.

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. 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 Seven hundred and nine
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. 1875 } *Caroline Dougherty*
Frank Warner
Justice of the Peace

DISTRICT COURT,

County of _____

Conover

Wilkeson

42

Hecklin

BOND IN REPLEVIN.

I hereby approve the within bond and the sureties thereon.

Dated May 26 A. D. 1873

Major Smith

County, Minn.

Upton, June 26 1873.
My Dear Mr. Brewster,

Wm. F. Follen

Plaintiff's Attorneys

State of Minnesota,

DISTRICT COURT,

County of Carver

8th Judicial District.

John A. Hilstrom

against -
Frederick Hecklin Sheriff of the County of
Carver

Bond in Replevin.

Know all men by these presents, That we John A. Hilstrom
and Constantine Dougherty

are held and firmly bound unto Frederick Hecklin Sheriff
of the County of Carver the

the defendant

in the above entitled action, in the sum of Seven hundred and nine 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.

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 property therein described, of the value of Three hundred and
fifty four dollars and twenty 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

Heinrich Warner
and D. Anderson

John A. Hilstrom [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

John A. Hilstrom and
Constantine Dougherty

State of Minnesota,
County of Cannon } ss.

John A. Helstrom came
before me personally, and being duly sworn, doth say that he is
John A. Helstrom the Plaintiff
in the above entitled action: that the foregoing Complaint
is true of his own knowledge, except as to those matters therein stated on
his information and belief, and as to those matters, that he believes
it to be true.

Subscribed and Sworn to before me,

On this 26th day of May

A. D. 1893

} John A. Helstrom
Frank Warner
Justice of the Peace

Fees	
Breeding Immatures	\$1.00
Stabling	.40
will pay expenses to secure and safely keep the property	3.00
sending Affidavit of this	50
sending Affidavit in Reply in	50
sending Bond in Reply in	50
sending Complaint	50

8540

The undersigned, Esq. in and for said County of Essex
do hereby certify and return that I have ~~seen~~ taken the
Property described in the annexed affidavit in Replevin
in obedience to the order endorsed thereon and that I have
deposited the annexed ~~Summons and Complaint~~, Bond in
Replevin, Affidavit in Replevin, affidavit of ownership
and right of possession in the within named
Jst. Frederick Hecklin on the 27th day of May 1873
in the Town of Waver in said County by reading
and explaining the same to him and by then and
then delivering to him and placing in his
hands a true and correct Copy thereof and of
each of them, and that upon the giving of
a Certificate ~~and~~ the process was returned to
the defendant.

Given under my hand this 27th day of May A.D. 1873

Magnus Walk
Organer Esau- & Minner

District Court,

County of Camden

John A. Hickson

AGAINST

AGAINST
Fredrick Secklin

Affidavit in Replevin.

10 Maynard Walk
Cromer - Caen County

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

Dated July 20 A.D. 1873

Yours &c.,

Wanner & Fowler

Plaintiff's Attorney:

To the Clerk of the District Court of the
County of Cass Minnesota.

Warner Foster

Plaintiff's Attorney's

ST. PAUL PRESS PRINT.

John James Peck 1843,
Essex, England, Col. H.

State of Minnesota,
County of Carver

District Court

8th District.

John A. Kilstrom

AGAINST

AFFIDAVIT IN REPLEVIN.

Frederick Hecklin Sheriff of the County of Carver

State of Minnesota,
County of Carver

ss.

John A. Kilstrom

came

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

John A. Kilstrom 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:
Three hundred and twenty bushels and fifty
pounds of Spring wheat

that the same is wrongfully detained from said Plaintiff by said Defendant at the County
of Carver 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 Three hundred and
fifty four dollars and twenty cents Dollars,
and further saith not.

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

John A. Kilstrom
Frank Warner
Justice of the Peace

State of Minnesota
County of Cass
~~John A. Hilstrom~~
~~Complainant~~

District Court
8th Judicial District

vs
Frederick Hecklin

Know all men that I Frederick Hecklin principal and E. Holmes & Wm A. Griffin as surety are held and firmly bound unto John Hilstrom plaintiff the above entitled action in the sum of seven hundred and twenty five dollars lawful money of the United States to be paid unto the said John Hilstrom 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 A.D. 1873.

The condition of this obligation is such that whereas a writ or replevin has been issued in this action, and certain personal property therein described and alleged to be of the value of seven hundred and twenty five (\$725) 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 at judge and said plaintiff pays such sum as for any cause may be recorded against the defendant then this obligation shall be void otherwise of force.

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

Signed, sealed and delivered in presence of
J. L. MacDonald
J. L. MacDonald

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

State of Minnesota
County of Carver

Be it known that on this 27th day

of May AD 1873 personally came before me
Fred Heckerlin and E. Holmes and
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.

Geo. W. Minneman
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 sureties above named; that he is a
resident and freeholder of and in the state of
Minnesota and worth the amount of Seven hundred &
twenty five dollars specified in the foregoing bond
above his debts, liabilities and exclusive of his
property which is exempt from execution

Sworn & sworn to before me
this 27th day of May AD 1873

Geo. W. Minneman
Notary Public
Carver Co. Minn.

E. Holmes
Wm A. Griffin

State of Minnesota
District Court Eighth Judicial District
County of Carver

John A. Hilstone

against

Frederick H. Klein

The defendant in the above
entitled action for answer to the complaint of
the plaintiff therein denies that the said plaintiff
is the owner or entitled to the possession of the personal
property described in the said complaint or to
any part thereof as therein alleged.

And further answering the defendant al-
leges that he, said defendant, is now and
for more than one year last past has been
sheriff of the County of Carver in the State of
Minnesota, that on the 24th day of May A.D. 1883
the said personal property in the said com-
plaint ^{described} was found by and was the property
of John Dunn of Carver in said County of
Carver and was then stored in the warehouse of
Enoch Holmes 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 three hundred and twenty
bushels and fifty pounds of spring wheat, the
said ^{defendant} Sheriff ~~as~~ aforesaid, and under and by virtue
of a writ of attachment, then in his hands and
to him directed, ^{delivered} out of and under the

Seal of the district court in and for the said
county of Carver in a certain action then pending
in said court wherein Lucien D Martin was plain-
tiff and the said John Deena was defendant
did in obedience to said writ take into his possession
sins and attach as the property of the said John Deena
the said personal property and all of it, and did
by virtue of said writ of attachment hold pos-
session of the same until taken from him under
the proceedings in this action, And the defendant
says that he is entitled ~~to~~ Sheriff aforesaid
under the attachment aforesaid to the
immediate possession of said personal prop-
erty - Wherefore the defendant demands
judgment against the said plaintiff
for the return of said property to him or if
a return thereof cannot be had, then for the sum
of three hundred and ~~twenty~~ one dollars dam-
ages the value of said personal property
and for the costs in this action

August Peck

Atty for Def

Dist. Court
County of Carver
Mynor A. Hilestrom
Plaintiff
vs
Adventure Company
Defendant

vs

Frederick Hecklin
Defendant
vs
Replevin

The Defendant hereby
requires an immediate re-
turn of the property
seized on the writ in this
action.

Dated May 27th 1873.

To Magnus Walk

Coroner of Carver County
Minnesota

Filed, June 10th 1873.
J. L. Mac Donald, clerk.

J. L. Mac Donald
Defendant's Attorney

State of Minnesota }
County of Carver }

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.

Magnus Walk
Coroner
Carver Co
Minn

State of Minnesota

County of Carver ss- L L Baxter being duly sworn on oath says
that he is one of the defendants in the within entitled action
that on the 14th day of March 1887 he received a copy of the within notice of
trial by Frank Warme Attorney for the within named plaintiff, by depositing
the same in the Post Office at Chelsea in said Carver County the place of resi-
dence of the defendant Attorney, inclosed in an envelope addressed to
the said Frank Warme at Carver in said County his place of
residence that at the time of mailing said paper he paid the full
legal postage thereon, and that there is a regular mail communication
between said Chelsea and Carver

L L Baxter

Subscribed and sworn to
before me this 30th day of March
1887 at
J. W. Weyenbuhl, Notary Public,
Carver County, Minn.

STATE OF MINNESOTA,

County of Carver

District Court,

Judicial District.

Julius A. Nelson

AGAINST

J. Nelson

NOTICE OF TRIAL.

Due service of the within notice is hereby ad-

vised this _____ day of _____

A. D. 187

they for

B. Weyenbuhl

attorney, for

vs.

Filed this

day of

March

A. D. 187

J. Weyenbuhl

Notary

STATE OF MINNESOTA,

DISTRICT COURT,

County of

Crow

ss.

English

Judicial District.

John A. Hilstrom

AGAINST

Frederick Hecklin

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 19th 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,

Bayler & Beck

Attorney for

Defendant

To

Frank Marnen

Attorney for

Plaintiff

STATE OF MINNESOTA, }

County of *Cass* }

DISTRICT COURT.

Eighth Judicial District.

John A. Helstrom

AGAINST

Fred Nickel

Answer

~~Swavit of Verification by Party.~~

Filed, April 14th 1874.
Gottfrayenbuhl
clerk

Baxter Beck
Deputy Attorney

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

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

Fred Heeklin

being duly sworn, doth depose and say, that he is *Sufficient*
 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.

Subscribed and Sworn to before me,
 this *28* day of *May* A.D. 1873 }

J. Hecklin

W. Y. Rich,
Notary Public
Carm or Minn

Sir. You will please to take notice that
 the within bill of costs and disburse-
 ments, in within, entered action were
 tried and adjusted by and before J
 Mayesbach Clerk of the within named
 court on the 30th day of July A.D. 1844
 at ten o'clock in the fore noon of
 that day, and payment for such
 costs and disbursements entered there

Dated July 2^d 1844

Baptist Pick

To Frank Mearns

Depts Atty's

Plffs Atty's

District Court
 Curran County

John A. Helstrom
 by

Lord R. C. Helm

Notary Public

Filed July 2^d 1844
 By Mayesbach
 Clerk

174

Baptist Pick
 Depts Atty's

State of Minnesota
 County of Curran ss I L Baptist being duly sworn on oath say that
 he is one of the Attorneys for the defendant in the within entitled
 action, that on the 24th day of July A.D. 1844 he caused the
 within matter of the action of costs and disbursements and appeal of costs
 and disbursements, on Frank Mearns Attorney for the plaintiff
 named plaintiff in said action by depositing the same in the
 Court Room in Curran County Minnesota money, enclosed
 in an envelope directed and addressed to the plaintiff, said
 Attorney, at Curran in Curran County of Curran the settlement
 of said plaintiffs Attorney having first paid the full legal
 fees and charges, and that there is a regular daily Mail between
 said Curran and Curran
 and Mearns and sworn
 to before me this 2^d day of July 1844
 L L Baptist

State of Minnesota
Dist Court 8th Dist
Carver County

John A. Kilston }
 Agent }
Fred Hicklin }

Defendants Bill of Costs and Disbursements
Statute Cost \$5.00
One Affidavit " 30
Checks for to be added " 4.55
Total \$9.85-

State of Minnesota
County of Carver ss. L. L. Baughman being
duly sworn on oath says that he is
one of the Attorneys for the Plaintiff
in the above entitled action, that the
above bill ^{and} items of costs 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 1908
J. H. Wraymull
Clerk Dist Court
Carver Co Minn

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

John A. Hillstrom
Against
Frederick Hecklin.

This cause came on to be heard
at the General Term of said Court on the 8th day of
April AD 1874. and on motion of respondents
Attorney said action was dismissed by the Court.

Now therefore upon motion of Parties
Attorneys for the Respondents, It is hereby
adjudged and determined that said Respondent
recover of said Plaintiff, the sum of nine dollars
& eighty five cents, costs and disbursements taxed
in said action, and that said Respondent have
their lawful process therefor.

Dated September 21st AD 1874.

By the Court

G. H. Hagenbuhl

Clerk.

State of Minnesota
District Court
County of Carver,

John, A. Hillstrom

^{vs}
Frederick Heslin,

Judgment Roll,

Judgment for Costs
for Defendant \$9.85.

Filed, Sept 21st 1874.
Schreyenbucht
Clerk.

194.

Walter E. Cook, Atty for
Defendant, Charles,

No.

452

DISTRICT COURT,
CARVER COUNTY, MINN.

John A. Hillstrom
Plaintiff.

vs.

Frederick Heiklin
Defendant.

Plaintiff's Attorney.

Baxter & Sargent
Defendant's Attorney.

Date of Entry June 2nd, 1973

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Term Tried 19

Judgment for Defendant

Amount of Judgment \$ 9.85

Date of Judgment September 21st 1974

Judgment Book Page

Default Judgment Book Page

Date of Docketing Sept 21st 1974

Judgment Record page 196-

No. 753

DISTRICT COURT,
CARVER COUNTY, MINN.

S. D. Grant
Plaintiff.

vs.

Edward F. Hamlin
Defendant.

Baxter & Beck
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *June 6th, 1873*

Register of Actions *"A"* Page *178*

Term Tried *1*

Judgment for

Amount of Judgment \$

Date of Judgment *1*

Judgment Book Page

Default Judgment Book Page

Date of Docketing *1*

defendant promised to pay,
 That though after repudiation said
 defendant has not paid the sum
 or any part thereof.

Wherefore plaintiff demands judgment
 against said defendant for
 the sum of \$83.00 and interest
 since the 10th day of May 1872
 with costs & disbursements of
 suit

Proctor & Beck
 Attys for Plffs.

Wm. Grant
 Co. Clerk

S. D. Grant

Edward F. Hunter

Co. Clerk

Wm. Grant
 Co. Clerk
 (Seal)

148.00

Proctor & Beck
 Attys for Plffs

State of Minnesota
Dist. Court 8th Dist
Cannon County

Samuel D. Grant

- vs -

Edward F. Hainlin

} Complaint

The plaintiff for complaint herein
states and alleges as his cause
of action - That for ten years
last past he has been and still
is a regular practicing physician and
practicing medicine in the State of Minnesota and
surgeon, that as such physician and
surgeon and in the capacity of
physician and surgeon he did on
~~the~~ at the special instance and
request of said defendant do
and perform surgery and ~~and~~
visit and treat and furnish medi-
cine for said ^{his family} defendant and
between the 4th day of March 1872
and the 18th day of May 1872,
as shown by bill of particulars
hereto attached marked A and
made a part of this Complaint,
That such medical treatment
and labor and service and medi-
cine furnished, was reasonably
worth and of the value of eighty
three dollars (\$83.00) which said

Edward F. Hainlin To
S. D. Grant Dr.

March	9th	1872	one Medical Visit to Daughter & boy	3 00
Apr	1st		Amputating two Fingers	10 00
"	2nd	3rd	6th 7th 8th Five Medical Visits	10 00
"	9th		Two " "	4 00
"	10		" " " "	4 00
"	11		one " "	2 00
"	12		Two " "	4 00
"	13		" " "	4 00
"	14		" " "	4 00
"	15		" " "	4 00
"	16		one " "	2 00
"	17		Two " "	4 00
"	18		" " "	4 00
"	19		" " "	4 00
"	20		" " "	4 00
"	21		" " "	4 00
"	22		one " "	2 00
"	24		" " "	2 00
"	25		" " "	2 00
May	3rd		" " "	3 00
"	5th		" " "	3 00
				<u>\$83 00</u>

Mr Peck

Push collection

No.

753

DISTRICT COURT,
CARVER COUNTY, MINN.

S. D. Grant

Plaintiff.

vs.

Edward F. Hainlin

Defendant.

Baxter & Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry

June 6th, 1873

Register of Actions

"A"

Page

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Term Tried

1

Judgment for

Amount of Judgment \$

Date of Judgment

1

Judgment Book

Page

Default Judgment Book

Page

Date of Docketing

1

No. 754

DISTRICT COURT,
CARVER COUNTY, MINN.

James Halstrom
Plaintiff.

vs.
Lucius Howardson
Defendant.

Bartley Beck
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry June 6 1873
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Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 35.06

Date of Judgment Oct. 22nd 1873

Judgment Book Min Rec A Page 336

Default Judgment Book Page

Date of Docketing October 22 1873

Judgment Book A - 174 -

Filed June 1st A.D. 1873.
W. H. Wagonbuhl Clerk
— 174 —

In Justice's Court.

County of

Crow

Before *Jos. W. Becker Esq.*
Justice of the Peace.

James Walstrom

AGAINST

How & Son Corp.

SUMMONS.

State of Minnesota, ss.
County of Cass,

I do hereby certify that I will serve
the within Summons to the within
named How & Son Corp.
this 23. day of May A.D. 1873.

John G. Apple
Constable
of Cass County

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

Re: Serving Summons 25.
30 Mileage 300.
Return \$3.40.

Filed in my office this
30th day of May A.D. 1873.

Joseph W. Becker
Justice of the Peace

at St. Paul

State of Minnesota,
County of *Carr*

THE STATE OF MINNESOTA.

To the Sheriff or any Constable of said County:

You are hereby commanded to summon *Lucius Howe and Sonors & Howe partners as L. Howe and son*
if he shall be found in your County, to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the *30th* day of *May* 1873 at *10* o'clock in the *fore* noon, at my office at *Marian Hall in Wacouia* in the said County, to answer to *James Walstrom*

in a civil action; and have you then and there this writ.

Given under my hand this *22* day of *May* A. D. 1873*Jos. W. Beecher*

Justice of the Peace.

I hereby certify that the foregoing is a true transcript
 from my Docket of all the proceedings had before me in
 said Cause: that the Recognizance, affidavits and
 notice of Appeal together with all the papers had
 before me therein, are herewith returned and
 attached, being six in number and being
 numbered from A to F, inclusive; and that
 together with said transcript, they contain
 a full and perfect Statement of all the
 proceedings had before me in said Cause.
 Given under my hand this day of June A.D. 1893.

Joseph Wispbecker
 Justice of the Peace

Transcript for \$2.00
 paid by respondents.

State of Minnesota
 Judicial District
 of Ramsey County.

James Webster
 vs
 Lewis Howe & Son.

Transcript of Docket of
 Justice for Wispbecker.

Filed, June 6th A.D. 1893.
 W. H. Grayson
 Clerk

119

Appeal

James Walstrom
vs

Lucias Row & Son

To the District Court of Carver County:

An appeal having been made from the judgment made by me in said cause, I hereby make return of the proceedings had before me therein, pursuant to Statute as appears from my Docket viz:

James Walstrom vs In Justice Court before
Joseph Weisbecker
Justice of the Peace

1873
May 28th Summons issued and was returnable May 30th A.D. 1873.
at 10 o'clock in the forenoon.

May 30th at 10 o'clock in the forenoon Summons returned and
duly served by constable J. Apel.

" " The parties appeared and the Plaintiff filed his
complaint, then the defendant wants to know ^{the} amount
claimed by the Plaintiff, the defendant then admits
that judgment be rendered against him in the sum of
~~whereupon~~ ^{whereupon} I render judgment against said defendant
\$ 19.16 cts and cost of suit, whereupon the defendant
asks for an appeal to the District Court, which ^{was}
granted by the Justice, and Notice given to the Plaintiff ^{orally}

Justice Fees

Constable Fees

Complaint	25 cts	Serving Summons	25.
Summons	25	mileage 30 miles	3.00
one oath	15	return	15
Entering judgment	25	Total	\$ 3.40
Satisfaction judgment	25		1.40
taxing cost	15		\$ 4.80
filing papers	10		
	\$ 1.40		

Recognizance
of
Appeal

James Wattstrom
by
Lucius Howe & Son,

Filed June 6th A.D. 1893
J. G. Brown
Clerk

179

State of Minnesota }
County of Carver } ss.

We Lucian How & Son, as principal
as sureties, of said County

acknowledge ourselves to owe and be indebted
unto James Walstrom in the sum of one hundred
Dollars, to be levied of our several goods and
Chattels, lands and tenements, fore the use of the
said James Walstrom or his assigns, if default
be made to the condition following to wit:

Whereas, the said Lucian How & Son has appealed
from the judgment of Joseph Hefbecker Esq:
a Justice of the Peace of the County of Carver
aforesaid, rendered on the 30th day of May
A.D. 1873. in an action between said James
Walstrom Plaintiff and said Lucian How & Son
defendant: now if the said Lucian How & Son
shall prosecute his said appeal with all
due diligence, to a judgment in the District
Court, and abide the order of the Court shall
make therein then this recognizance to be void
otherwise of force

L How

R Melvin (Seal)

He Taken and acknowledged
and the above sureties approved
This day of June A.D. 1873.
Joseph Hefbecker
Justice of the Peace

Complaint
of

James Walstrom

Filed in my office
this 31st day of May
A.D. 1873.

Joseph W. Specker
Justice of the Peace

Filed, June 6th A.D. 1873,
W. H. Wagoner
Clerk

179

Sworn and Subscribed to
before me this 30th day of
May A.D. 1873
Joseph W. Specker
Justice of the Peace

State of Minnesota
County of Carver

The complainant James Walstrom after being duly sworn upon his Oath deposes and says that said complainant James Walstrom was hired to work, and did work for ~~S. & H.~~ Lucian How & Donorus How partners as L. How & Son commenced work on the 23rd of April 1872. and worked on until the 25th day of May 1872. at

Judgment $\$20.$ per month, on the condition
Cost $\$23.61$ following, that said Lucian How & Son agreed to and with James Walstrom the complainant to work for them at $\$20.$ per month providing the complainant could stand the work, after having worked for said Lucian How & Son one month he found that he could not stand the work in which he was engaged so he the said James Walstrom concluded to leave and did live on the 25th day of May 1872. The complainant states further that he demands payment from said L. How & Son which was refused he therefore asks that judgment be rendered against L. How & Son for the sum of $\$19.16$ cts and Cost

James Walstrom

Affidavit
of
Appeal

James Wattstrom
by
James Howe & Son,

Giles, June 6th AD 1873,
Guthrie, Oklahoma
Edw. H.

149

C.
James Walstrom } In Justice Court Carver County
vis } before Joseph Wepsbecker
Lucias How & Son } Justice of the Peace
Lucias How & Son the defendant in this action,
being duly sworn, says he appeals from the judg-
ment rendered against him in the above
entitled cause, before Joseph Wepsbecker one
of the Justices of the Peace in and for said
County on the 30th day of May A.D. 1873, and
that this appeal is made in good faith and not
for the purpose of delay.

L. Howe

Subscribed and sworn to
before me this day of
June A.D. 1873
Joseph Wepsbecker
Justice of the Peace.

Notice of Appeal

James Walstrom

vs
Harris Howe & Son

Filed June 6th 1893,
W. H. Gray clerk, ~~clerk~~,
Adm.

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James Watstrom
vs
Lucius Howe & Son

In Justice Court before
Joseph Wepsbecker Justice
of the Peace
To James Watstrom Plaintiff;

you are hereby notified that the undersigned, the
defendant in the above entitled action appeals
from the judgment rendered therein before Joseph
Wepsbecker Esq. the Justice of the Peace above
named on the 30th day of May A.D. 1873. and from
the whole of said Judgment. Lucius Howe

Dated this 1st day of June A.D. 1873

State of Minnesota,
COUNTY OF Leam

Just Court 8th Dist

James Walston

Against

Affidavit of Disbursements.

Lucas Howe and Son,

Plaintiff's Costs and Disbursements.

Statute Costs,	\$ 5. ⁰⁰
<u>2</u> Affidavits,	" 5. ⁰⁰
Sheriff's Fees,	" 5. ⁰⁰
Clerk's Fees to be added,	" 5. ⁰⁰
	<u> </u>
	Total \$ 10. ⁵⁵
Judgment in Justice Court	" 19. ⁰⁶
Interest 5 months	" 5. ⁵⁵
Costs in Justice Court	" 4. ⁸⁰
	<u> </u>
	Total \$ 35. ⁰⁶

Amount claimed in Summons.

Principal,
Interest,

\$

STATE OF MINNESOTA,
County of Leam

ss.

H. J. Rich

came personally before me, and having been first duly sworn, he doth depose and say, that he is son 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 11 day of Oct A. D. 187 3

H. J. Rich.

G. Wraynham

Notary Public, Minn.

Clara H. H. H.
Harriet H. H.

State of Minnesota, } Dist Court 8th Dist
County of Hennepin

James Walstrom

Against.

Lucius Home & Son.

Affidavit of No Answer.

State of Minnesota, } ss.
COUNTY OF

~~came personally before me, and having been first duly sworn, he doth depose and say, that he is the Attorney for the Plaintiff in the above entitled action: that proof of the personal service of the Summons therein has been filed with the Clerk of said Court: that more than twenty days have elapsed since the personal service of said Summons, and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorneys in this cause, and prays judgment according to law.~~

Subscribed and Sworn to before me,

On this day of A. D. 1877

To Frank Mann Esqr

Atty for Defs, Public, Minn

You will take notice that on the 17th day of Oct 1877. at 10 o'clock A.M. an application will be made before the Clerk of the Dist Court at his office in Chicago for the taxation of the foregoing costs & disbursements & the award of judgment therefor on behalf of the Plaintiff

Proctor & Pugh
Attys for Plff.

Dist Court Minn
Hennepin COUNTY.

James Walstrom

AGAINST.

Lucius Home & Son
Notice of taxation
of costs &c.

Affidavit of No Answer, &c.

Filed, October 19th 1877.
Attest my hand & Seal,
Benton & Pugh

Attorney for Plff

Hammer, Chas & Co., Printers.

144.

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

James Walstrom
against
Lucius Howe & Son,

Copy of Judgment,

This action came on to be heard at a regular Term of the District Court of said County, held at Chaska, on the 4th day of October A.D. 1893. And there being no appearance on the part of the defendant, upon motion of Beyley & Beck Attorneys for said Plaintiff, the Court ordered the said appeal to be dismissed.

Now, therefore, It is adjudged and determined that said Plaintiff James Walstrom recover of said defendants Lucius Howe & Son, the sum of Twenty three dollars and ninety six cents, with fifty five cents interest, together with the sum of Ten dollars & fifty five cents, cash, and disbursements taxed in said action, the whole amounting to the sum of Thirty five dollars and six cents, and that said Plaintiff have his lawful process therefor.

Judgment in Justice Court	\$ 19.16
Interest at 4% p. a.	" .55
Costs in Justice Court	" 4.80
Costs in District Court	" 10.55
Total	\$ 35.06

Dated October 22nd A.D. 1893.

By the Court: G. H. Grayenbuhl, Clerk.

State of Minnesota
District Court
County of Carver,

James Walstrom
vs
Lucius Howe and Son,

Judgment Roll.

Judgment	\$19.16
Interest	" "55
Costs	"15.35

Total \$35.06

Given, October 22nd 1873.
Gustav Enbuhl
Clerk.

Page 179.

Baylis & Peck, Attorneys for Plaintiff
Charles. Minn.

No.

754

DISTRICT COURT,
CARVER COUNTY, MINN.

James Halstrom
Plaintiff.

vs.

Lucius Hawes & Son
Defendant.

Baxter & Beck
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry

June 6

1873

Register of Actions

A

Page

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Term Tried

1

Judgment for

Plaintiff

Amount of Judgment \$

35.06

Date of Judgment

Oct. 22nd 1873

Judgment Book

Min Rec A

Page

336

Default Judgment Book

Page

Date of Docketing

October 22, 1873

Judgment Record

A -174-

No. 755

DISTRICT COURT,
CARVER COUNTY, MINN.

Peter J. Sauer
Plaintiff.

vs.

Lincoln Heating Co.
Defendant.

Boyd & Beck
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *June 13th*, 1873

Register of Actions *"A"* Page *168*

Term Tried *19*

Judgment for *Plaintiff*

Amount of Judgment \$ *200.95*

Date of Judgment *Sept 22*, 1873

Judgment Book *"Minute Book"* Page *322*

Default Judgment Book *Page*

Date of Docketing *September 22*, 1873

Judgment Record "A" page 172

State of Minnesota
District Court Eighth Judicial District
County of Carver

Peter Jordan

against

Timothy Keating, Martin Keating
and Thomas Keating.

The plaintiff in the above entitled action for complaint therein respectfully states and shows to the court that on the 16th day of September A.D. 1872, the above named defendants did enter into an agreement with the above named plaintiff by the terms of which said agreement the said plaintiff did agree to sell for the consideration hereinafter mentioned and did sell and deliver to said defendant Timothy Keating at the special instance and request of all of said defendants and not otherwise the interest then owned by him said plaintiff in a certain thrashing machine, said machine being at and before the date aforesaid owned in equal shares by the said plaintiff and the said Timothy Keating, for the agreed and stipulated price and sum of one hundred and fifty dollars, and the further consideration that the said Timothy Keating would pay all debts due and demands then existing against the said plaintiff and by said plaintiff incurred in the purchase repairing or operating of said thrashing machine, which said debts due and demands were in the sums and to the persons hereinafter named to wit: The sum of one hundred dollars due to Murdoch & Co of the City of St Paul together with the interest thereon at the rate of twelve per cent per

annum from the 1st day of August A.D. 1849 until the same should be paid. The sum of fifteen dollars to John Dunn of Curran in said County with the interest thereon, and the sum of ten and 90/100 dollars due to one Netie with interest thereon amounting in all to the sum of one hundred and twenty five dollars and ninety cents and the interest thereon as aforesaid, And the said defendants each and all of them then and there undertook and promised in consideration of the sale of the plaintiffs said interest in said Threshing Machine as aforesaid and the delivery thereof to the said defendant Timothy Keating that they would pay to the said plaintiff the said sum of \$150.00 and also pay the said debts dues and demands then existing against the said plaintiff and hereintofore particularly mentioned and specified on or before the 1st day of January A.D. 1843. And the said plaintiff further says that the said defendants have not paid the said sums dues and demands herein before specified nor any part thereof, but have each and all neglected and refused to pay the same or any part thereof - except the said sum of \$150.00.

Wherefore the plaintiff demands judgment against the said defendants for the sum of one hundred and twenty five dollars and ninety cents with interest thereon at the rate of twelve per cent per annum from and since the 1st day of August A.D. 1849. besides the costs of this action

Booster & Peck

Plaintiffs Attorneys

State of Minnesota }
County of Carver § 55

I Henry Miller being duly
Sworn on oath Says that on the 2nd day of July A.D.
1873 in the Said County of Carver and State of Minnesota
Served the Within Summons on Thomas and Timothy
Healing two of the Within Named Defendants by
delivering to them a true Copy of the Within Summons
and that I know each and every one of the persons
so as aforesaid Served with Said Summons to be
the persons Mentioned and described in Said Summons
as aforesaid thereon —

Subscribed and Sworn to
before me this 2nd day of
July A.D. 1873 —

Henry Miller
Clerk of the Court

Patrick M. Clark
Justice of the Peace

State of Minnesota
 County of Carver ss. I Henry Miller being duly sworn on oath say that
 on the 2 day of July A.D. 1893 in the said County of Carver and
 State of Minnesota served the within summons on each and all of
 the within named defendants, by delivering to them in person
 and to each and all of them a true copy of the within summons
 and that I know each and all of the persons so as aforesaid
 served with said summons to be the persons mentioned
 and described in said summons as defendants therein
 Subscribed and
 sworn to before me this
 2 day of July A.D. 1893

Fees for
 Service 3.00
 3 copies 1.50
 Total 4.50

Justice of the Peace

STATE OF MINNESOTA

County of Carver

District Court,

9th

Judicial District.

Peter Jordan
 my
 Attorney, Plaintiff and

SUMMONS.

John, Sept 1st 1893
 W. H. Haysen
 Clerk

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Ray to x Peter
 Rep. Attorney.

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

STATE OF MINNESOTA,

DISTRICT COURT,

County of *Cass*

Eighth

Judicial District

Peter Jordan
Against
Ernest Heating, Matthias Heating SUMMONS.
And Thomas Heating

THE STATE OF MINNESOTA,

To the above named Defendant.

You *and each of you* are hereby summoned and required to answer the Complaint in the above entitled action, which has been filed in the office of the Clerk of this Court, at *Chaska* in said County, and to serve a copy of your answer to the said complaint, on the subscriber, at *their* office in *Chaska* in the County of *Cass* and State aforesaid, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff will *take judgment against you for the sum of One hundred and twenty five dollars and ninety cents with interest thereon at the rate of twelve per cent per annum from and since the 1st day of August 1886* including the cost of this action.

Dated *Chaska June 13th* A. D. 187*8*

J. Deptax Beck Plaintiff's Attorney.

Chaska

Minn.

Dir Court
Cass County

Peter Jordan
vs

James Keating
et al

Appellant vs answer

Filed Sept 18th 1893
Wm. H. H. H. H. H.
H. H. H. H. H.

168
168

Wm. H. H. H.
R. H. H. H.

State of Minnesota
District Court Eighth Judicial District
County of Carver

Peter Jordon

deput

Timothy Keating Mathias Keating
and Thomas Keating

County of Carver ss - L L Baxter
being duly sworn on oath says that
he is one of the attorneys for the plain-
tiff in the above entitled action, that
the summons in said action was per-
sonally served on Thomas Keating and
Timothy Keating ~~two~~ of the defendants
in the above entitled action on the 2d
day of July AD 1898 in the County of Carver
in the State of Minnesota as appears from
the affidavit theron enclosed and made
by the party serving such summons.
That more than twenty days have elapsed
since the service of said summons on said
defendants aforesaid - that no answer
or answer in said action has been served
upon ^{or received by} said plaintiffs attorneys, and that the said
defendants have not either of them in any
manner appeared in said action.

Subscribed and sworn
to before my this 18th day of

October AD 1898
W. H. Wright, Clerk of Court
Carver County

L L Baxter

State of Minnesota
District Court, 18th
Judicial District
County of Carver.

Peter Jordan
against
Timothy Heating, Mathias Heating
and Thomas Heating.

Copy of Judgment.

This action having been commenced on the 2d day of July, AD 1873, by the personal service of the summons in said action, on the defendants Thomas Heating and Timothy Heating, and due proof having been made and filed of such service, and that no answer or demurrer has been served upon or received by said Plaintiffs Attorneys by any or either of said defendants, within twenty days after such service.

Wherefore, upon motion of Baxter & Peck Attorneys for said Plaintiff, it is hereby adjudged and determined, that said Plaintiff do recover of said defendants Timothy Heating and Thomas Heating, the sum of One hundred twenty five dollars and thirty cents, with sixty one dollars and thirty five cents interest, amounts claimed by said summons & complaint, with fifteen dollars and seventy cents costs and disbursements, taxed

In said Action, the whole amounting to the Sum of
Two hundred dollars and Ninety five cents, and that
said Plaintiff have his lawful costs therefor.

Judgment \$125.40
Interest 12% from Aug 1st 1869 61.35
\$187.25

Costs. Statute Costs \$5.00
Fees of Summons 5.10
Declaratory fees 3.00 13.10
Total \$200.95

Dated Sept 22^d A.D. 1873.

By the Court:

G. H. H. H. H. H.
H. H. H. H. H.

State of Minnesota
District Court
County of Carver,

Peter Jordan

against

Timothy Keating, Mathias Keating
and Thomas Keating,

Judgment Roll.

Judgment \$125.90

Interest " 61.35

Costs " 13.70

Total \$200.95

Two hundred 95/100 Dollars against
defendants Timothy & Thomas Keating.

Filed, Sept 22^d A.D. 1873.

By Thos. W. Beck
Clerk.

-523-

- Baxter Beck, atty for Plaintiff
Charles, Minnesota.

No. 755

DISTRICT COURT,
CARVER COUNTY, MINN.

Peter Jarman
Plaintiff.

vs.

Symphony Keeling et al.
Defendant.

Baxter F. Pick
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry June 13th, 1873

Register of Actions "A" Page 168

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 200.95

Date of Judgment Sept 22 1873

Judgment Book "Minute Record" Page 322

Default Judgment Book Page

Date of Docketing September 22nd, 1873

Judgment Record "A" page 172

No. 756

DISTRICT COURT,
CARVER COUNTY, MINN.

Theodore Betting
Plaintiff.

vs.

County of Carver
Defendant.

Baxter & Park
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *July 5,* 1873

Court Reporter
Register of Actions *A* Page 180

Term Tried *General Term Ct* 1873

Judgment for *Plaintiff*

Amount of Judgment \$ *19.85*

Date of Judgment *November 19,* 1873

Minute Book
Judgment Book *A* Page 339

Default Judgment Book Page

Date of Docketing *November 19,* 1873

Judgment Book A page 176

In the matter of the Appeal on the part of
Theodor Betting from the Decision of the Board
of Commissioners of Carver Co. Minn. disallowing
his bill as follows:

Carver County Minnesota
To Theodor Betting Cr.

To services in Court in the May Term of the
Dist. Court of Carver County by order of Judge
May 1871. Chatfield - as intervenor.

Five days at \$4.00 per day \$10.00
which said bill having been duly verified
and presented to the Board of Commissioners at
a regular session thereof was on the 7th day of January
1873 wholly disallowed. Now therefore Notice is
hereby given that the said Theodor Betting,
hereby Appeals to the Dist. Court of said County
of Carver from the Decision of said Board
of Commissioners in disallowing said Claim
& Bill.

To the Board of Commissioners
of Carver County Minn.

G. Stenkens Cr. Auditor
of said Carver Co.
(Date July 5th 1873

Baxter Peck
Atty for Claimant.
Theodor Betting

District Court
Carver County
Theodore Bellamy

vs.
County of Carver

County of Carver St.
J. J. Matthews County
Auditor of said County
do hereby approve of the
within undertaking and
the security thereon named
Dated July 5th 1873.
J. J. Matthews
County Auditor
Carver Co. Minn.

Certified Copy.

Filed July 5th 1873
J. J. Matthews
clerk.

1873.
Bayless P. P. P.
Attys. for Demand

Copy
Theodore Bellamy
vs.
Carver Co. Minn.
Bill of 110.00

State of Minnesota
County of Carver

Accepted for
J. J. Matthews
J. J. Matthews
County Auditor

I, J. J. Matthews Auditor of the County of Carver and State of Minnesota,
do hereby certify that the foregoing is a true copy and correct copy of the Bill
of Action of Appeal in the within ^{Matthews vs. Carver Co.} that I have carefully
compared the same with the original on file in my office and
that the same is a correct transcript thereof.
Witness my hand and seal at Chaska this 5th day of July A.D. 1873.
J. J. Matthews
Auditor Carver County.

May 1871

Carver County Minnesota
to Theodor Betting

On
To services in Court in the May Term
of the Dist. Court of Carver County by order
of Judge Chatfield - As Interpreter
Five days at \$2,00 per day \$10,00
Th. Betting

State of Minnesota
County of Carver

Theodor Betting being first

Ady sworn Depoite and says that the
items ~~mentioned~~ mentioned to the foregoing Account
are just and true and are of the value
therein charged and set forth. And that
no part thereof has been paid but that the
same is due of from said Carver Co.

Subscribed & sworn to

this 6th day of June 1873.

Th. Betting

H. J. Peck

Notary Public
for Minn.



Carver County, Minnesota
to Theodor Betting — Dr —

1891. May

Do Services in Court in the May Term of the District
Court of Carver County by order of Judge Chatfield
as Interpreter, five days at \$2.00 per day \$ 10.00
Th. Betting.

State of Minnesota 1893.
County of Carver 1893.

Theodor Betting being first duly
sworn deposes and says that the items mentioned
to the foregoing account are just and true and are
of the value thereon charged and set forth, and that
no part thereof has been paid but that the same is
due of from said Carver Co.

Subscribed & sworn to
this 6th day of June 1893.

H. J. Reed
Notary Public

Th. Betting.



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

Theodore Bittling

- vs -

The Board of Comm^{rs} } Complaint
of Carver Co. et al. }

The Plaintiff for complaint in the
above entitled action states and shows
to this Court. That at the May term of
1871
of the District Court of said County
held at Hudson in said County and
in the trial of cases then pending
before said Court it became and
was necessary to interpret the testimony
of witnesses sworn before said Court.
to facilitate the trials of said cases,
and there being no other persons compe-
tent to act as such interpreter, the
Hon A. G. Chatfield requested and
requested of this Plaintiff that he remain
present at and during the remainder of
said term and act as such interpreter
in the trial of cases before said
Judge. That in pursuance of said
order and request of said Judge this
Plaintiff did remain present in said
Court during said term and

serve said Court as such interpreter
for the space of five days interpreting
testimony from German into English in
the trial of case both civil and
criminal, and each and every day
thereof. That such services so rendered
and performed during said five
days was reasonably worth and of
the value of \$2.00 per day amounting
in all to the sum of \$10.00.

That on the 7th day of June 1873. The
Huntiffs pursuant to the order of Court
of said Co. a bill of said services,
and verified and demanded payment
thereof. That the same was refused
no part of which has been paid.

Wherefore Huntiffs demand judgment
against said defendant for the
sum of \$10 and interest since the
7th day of June 1873 with costs.

Boston & Prob
City & Prob

Dist Court
Leamy County
Hindons Return

- 05 -

In Bond of Coms
of Leamy Co.
Leamy County.

John, Col. of the 1st Regt
of the 1st Div
of the 1st Div

- 180 -

Baptist & Co
Atty for P. & Co

that said bill of costs and disbursements
 therein are just and correct and
 were necessarily paid and incurred
 in the trial of said cause.

Subscribed and sworn to by H. J. Peto,
 to this 12th day of Apr 1873.

G. W. Grayson
 Deputy Clerk
 (Carver County)

Just	W. no
Subscribed	1. 30
	\$ 10. 30

Dist. Court
 Carver County
 And. Picking

vs.
 The Comm. of Carver
 County

Notice

City Service by mail
 Apr 12 - 1873

Filed, November 19th 1873
 G. W. Grayson

Clerk

Baxter L. Peto
 Attorney for Peto

State of Minnesota
Dist Court 8th Dist
Cann County.

Theodore Bittling

- 49 -

The Board of Comm.
of Cann County

To Geo Weinman Esq
Co Atty, Cann Co.

Notice of Taxation &c

You will please take notice
that at the office of the clerk of the
Dist. Court of said Co at his office in
Chaska, on the 19th day of November of
1873, at 10 o'clock A.M. an application will
be made for the entry of judgment and
the taxation of the following bill of costs
and disbursements in favor of said
Plaintiff and against said Defendant
Nov. 12 1873.

Statute Costs -

\$ 5.00

Graver affidavits -

\$ 4.00

clerk's fees to be taxed -

\$ 4.50

Total \$ 9.50

Proctor & Rich

Attys for Def.

State of Minnesota
County of Cann
H. J. Rich being duly
sworn says that he is one of the Attys
for the Plaintiff, in the foregoing entitled action

State of Minnesota
District Court 4th Judicial District
County of Carver.

Theodore Betting
Against
The Board of Commissioners
of Carver County.

Copy of Judgment.

This cause came on to be heard at the General Term of said Court held in Chaska in said County on the 14th day of October A.D. 1893, before Hon. Ans. G. Chatfield Judge of said Court, who did after due consideration Order Judgment for Plaintiff against the defendant for the amount claimed in the Complaint with interest.

Now therefore, upon motion of Baxter Dick Attorney for Plaintiff, It is hereby Adjudged and determined, that said Plaintiff recover of said defendant, the sum of Ten dollars, with thirty five cents interest, together with the sum of nine dollars & fifty cents costs and disbursements taxed in said action, the whole amounting to the sum of nineteen dollars & eighty five cents, and that said Plaintiff have this lawful process therefor.

Judgment & interest	\$ 10.35
Statute Costs	" 5.00
Clerk's fees	" 4.50
Total	<u>\$ 19.85</u>

Date November 19th A.D. 1893.

By the Court:

J. H. Weyenbrühl
Clerk.

State of Minnesota
District Court
County of Carver.

Theodore Potting
vs
The Board of Commissioners
of Carver County.

Judgment Roll.

Judgment	\$10.00
Interest	" " 35
Costs	" 9.50
<hr/>	
Total	\$19.85

Given, November 19th ad 1893.
C. H. Hagenbuhl Clerk.
—180—

Walter E. East, atty
for Plaintiff

No.

756

DISTRICT COURT,
CARVER COUNTY, MINN.

Thodore Betting

Plaintiff.

vs.

County of Carver

Defendant.

Baxter & Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry July 5, 1873

Court Register
Register of Actions A Page 180

Term Tried General Term Oct. 1873

Judgment for Plaintiff

Amount of Judgment \$ 19.85

Date of Judgment November 19, 1873

Minute Record A Page 339

Default Judgment Book Page

Date of Docketing November 19, 1873

Judgment Record A page 176-

No. 1757

DISTRICT COURT,
CARVER COUNTY, MINN.

Eleanor Johns
Plaintiff.

vs.

Peter Swanson
Defendant.

Joseph Weinmann
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *July 22nd, 1973*

Register of Actions *"A"* Page *181*

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

District Court

8th Judicial District

Pleno Johnis

against

Summons

Peter Swanson

The State of Minnesota

To Peter Swanson the above named defendant.

You are hereby summoned and requir-
ed to answer the Complaint in the above entit-
led action which has been filed in the office of the
Clerk of this Court at Chaska in said County
and to serve a copy of your answer to
the said Complaint, on the subscriber
at his office in Carver, Carver County, Minne-
sota aforesaid, within twenty days after the service
of this summons on you, on or before the
day of such service; and if you fail
to answer the said Complaint within
the time aforesaid the Plaintiff will, upon
such failure, have the amount she is entitled to recover
ascertained by the Court, or under its direction, and take
Judgment for the amount so ascertained, besides
her costs and disbursements in this action

Dated at Carver July 21st 1872

J. J. Weismann
Plaintiff Atty
Carver Minn

Wherefore said Plaintiff demand judgment against said Defendant for the immediate return and possession of the property above described, or the sum of One hundred and forty nine and 40/100 Dollars, the value thereof, in case a delivery thereof cannot be had, and Eight hundred Dollars, damages for the detention thereof, besides the costs and disbursements of this action.

Dated at St. Paul, July 19th 1893

John J. O'Connell

Plaintiff Attorney

County.

District Court.

Oliver Johnson

vs.

John J. O'Connell

Complaint in Replevin.

Original
181

John J. O'Connell
Plaintiff Attorney

ST. PAUL PRESS PRINT.

Filed July 22nd 1893
John J. O'Connell
Defendant

County of Lewis

District Court,
8th Judicial District

Eleanor Johns
AGAINST
John Thomsen

COMPLAINT.

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

2 feather covered with wooden slip of the value of \$80⁰⁰ each; 4 feather filled with linen slip of the value of \$2⁰⁰ each; 1 Linen bed sheet of the value of \$2⁰⁰ each; 1 Linen pillow case of the value of \$1⁵⁰; 1 Gray delain dress of the value of \$5⁰⁰; 1 black Capinier dress of the value of \$5⁰⁰; 1 yellow & red striped half woolen dress of the value of \$4⁰⁰; 1 brown half woolen dress of the value of \$4⁰⁰; 1 blue and brown checked half woolen dress of the value of \$4⁰⁰; 1 changeable half woolen dress of the value of \$4⁰⁰; 1 red and dark blue half woolen dress of the value of \$3⁰⁰; 1 common cotton skirt of the value of \$2⁰⁰; 1 half woolen striped skirt of the value of \$2⁰⁰; 1 white muslin skirt of the value of \$1⁰⁰; 1 half woolen brown sack coat of the value of \$2⁵⁰; 10 chemises of the value of \$1⁰⁰ each; 2 pair of Cotton drawers of the value of 75^{cents} each; 10 Cotton aprons of the value of 75^{cents} each; 3 half silk aprons of the value of \$1⁰⁰ each; 2 calico aprons of the value of 50^{cents} each; 2 Silk (1 black and 1 yellow) handkerchiefs of the value of \$2⁵⁰ each; 1 blue woolen Cape of the value of \$8⁰⁰; 1 pair of leather shoes of the value of \$1⁰⁰; 1 pair of leather shoes of the value of \$2⁵⁰; 2 pair of red woolen Stocking of the value of 50^{cents} each; 1 pair of blue woolen Stocking of the value of 40^{cents}; 1 pair of white cotton Stocking of the value of 25^{cents}; 1 red bed quilt of the value of \$2⁵⁰; 1 yellow bed quilt of the value of \$2⁰⁰; 1 gray woolen shawl of the value of \$3⁰⁰; 1 woolen (knit) jacket of the value of \$1⁰⁰; 2 Cotton boucane coats of the value of \$1⁰⁰ each; 1 half woolen under waist (quilted) of the value of \$2⁰⁰; 1 half woolen under waist (plain) of the value of 75^{cents}; 3 Linen handkerchiefs of the value of 50^{cents} each; 3 Cotton handkerchiefs of the value of 25^{cents} each; 6 Linen collars of the value of 25^{cents} each; 1 Black brassiere of the value of 25^{cents}; 2 Oxite Breast pins of the value of 25^{cents} each; 1 silver finger ring of the value of ~~the value of~~ 50^{cents}; 1 Album filled with photographs of the value of \$1⁰⁰; 1 red woolen necktie of the value of 50^{cents}; 1 white woolen necktie of the value of 50^{cents}; 1 bottle of the value of \$1⁰⁰.

That the same, all and singular, and the possession thereof, are wrongfully and unlawfully

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 Okla hom And said four nine and 40/100 dollars.

8 / 09
Symbark of the Value of 50 cas; 1 wooden trunk of the Value of \$2⁰⁰; 1 large, linen, coat of the Value of 50^{cas}

District Court,

County of Cass

Elmer Johnson

AGAINST

Peter Hansen

AFFIDAVIT IN REPLEVIN.

To the Clerk of the within named Court:

*You are hereby required to issue a Writ
directed to the Sheriff of the County of*

Cass

*commanding him to take the property described
in the within affidavit, and the same safely keep
until disposed of according to law.*

Dated July 22nd A. D. 1873
Yours, &c.,

Jos. J. Neumann

Plaintiff Attorney.

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

*Filed, July 22nd A.D. 1873
187. G. H. Gray, Clerk*

STATE OF MINNESOTA,)

DISTRICT COURT.

County of *Ches*

Judicial District.

Arthur Jones

AGAINST

Affidavit in Replevin.

State of Minnesota,

County of Ariz

55

Henry Jones

came

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

Colman- Johnson-

The _____, Plaintiff in the above entitled action; that said Plaintiff
is the owner and lawfully entitled to the immediate possession of the following
described personal property, to recover the possession of which, said action is brought,
that is to say: 2 Leather saw-beds with wooden top, of the value of \$16⁰⁰ each.

With Linen-Slips of the value of \$2.⁰⁰ each, 2 Linen bed sheets of the value of \$2.⁰⁰ each, 1 Linen Pillow case of the value of 50^{cents}, 1 Gray delain Drep of the value of \$5.⁰⁰ 1 Black Capesier Drep of the value of \$5.⁰⁰ 1 Synthetic red striped 1/2 woolen drep of the value of \$4.⁰⁰ 1 Brown 1/2 woolen drep of the value of \$4.⁰⁰ 1 Blue-brown checked 1/2 woolen Drep of the value of \$4.⁰⁰ 1 Changeable 1/2 woolen drep of the value of \$4.⁰⁰ 1 Red acid dark Blue 1/2 woolen drep of the value of \$4.⁰⁰ 1 Communion cotton Skirt of the value of \$2.⁵⁰ 1 half woolen striped Skirt of the value of \$2.⁵⁰ 1 White muslin Skirt of the value of \$1.⁰⁰ 1 half woolen brown sackcoat of the value of \$2.⁵⁰ 10 Chemicals of the value of \$1.⁰⁰ each 2 pair of cotton drawers of the value of 75 cents each, 10 Cotton aprons of the value of 75 cents each, 3 half silk aprons of the value of \$1.⁰⁰ each, 2 Calico aprons of the value of 50 cents each, 2 Silk (1 black 1 yellow) ^{and two each} of the value of \$2.⁵⁰ each. 1 blue woolen Cape of the value of \$5.⁰⁰ 1 pair of leather shoes of the value of \$1.⁰⁰ 1 pair of cloth shoes of the value of \$2.⁵⁰ 2 pair of red woolen stockings of the value of 50 cents each, 1 pair of blue woolen stockings of the value of 40 cents, 1 pair of white Cotton stockings of the value of 25 cents. 1 Red bed quilt of the value of \$2.⁵⁰ 1 yellow bed quilt of the value of \$2.⁰⁰ 1 Gray Woolen blanket of the value of \$3.⁰⁰ 1 woolen (kint) jacket of the value of \$1.²⁰ 2 Cotton Bureau covers of the value of \$1.⁰⁰ each, 1 half woolen underwaist (quilted) of the value of \$2.⁰⁰ 1 half woolen underwaist (plain) of the value of 75 cents, 1/4 doz (3) Linen handkerchief of the value of 50 cents each, 3 Cotton handkerchief of the value of 25 cents each, 6 Linen Collars of the value of 25 cents each, 1 pair of fine of the value of 25 cents. 2 Oxide breast pin of the value of 25 cents each, 1 silver finger ring of the value of 50 cents, 1 album filled with photographs of the value of \$1.⁰⁰ 1 red woolen necktie of the value of 50 cents 1 White woolen necktie of the value of 50 cents 1 Belt of the value of \$1.⁰⁰ 1 Pyjama of the value of 50 cents 1 wooden Spoon of the value of \$3.⁰⁰ 1 large (Linen) sack of the value of 50 cents all of the value of \$119.⁰⁰

that the said personal property is wrongfully detained from said Plaintiff by said Defendant within the County of Greene in the 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

Eleanor Johns

and that the actual value of the
aforesaid property is One hundred and forty nine
and 40/100 Dollars,
and further saith not.

Subscribed and Sworn to before me.

This 19 day of July A.D. 1873

Lucas + Johann

to me well known to be the same persons described in and who executed the foregoing bond, and severally acknowledged that they executed the same.

State of Minnesota,
County of Cass

ss. *Joseph H. Mann*
Notary Public Cass Co. Minn.

Nels Halverson being duly sworn, each for himself, doth say that he is ~~one~~ of the sureties named in the foregoing bond; that he is a resident and freeholder of the State of Minnesota, and that he is worth the sum of *Three hundred* Dollars, above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me

This *19th* day of *July* A. D. 18*73* } *Nels Halverson*
Joseph H. Mann
Notary Public
Cass Co. Minn.

DISTRICT COURT,

County of *Cass*

Oliver Jones

against
Peter Halverson

BOND IN REPLEVIN.

I hereby approve the within bond and the sureties therein.

Dated *July 22^d* A. D. 18*73*
W. H. McKin Sheriff of

County, Minn.

Filed, July 22^d 1873.
W. H. McKin

Joseph H. Mann
Plaintiff Attorney,

Oliver Jones Co. Minn.

State of Minnesota,
County of Carver

~~Justice~~ District
~~DISTRICT~~ COURT,
8th Judicial District
~~Judicial District~~
~~Notices~~
~~Justice of the Peace~~

Clear John
against
Peter Swanson

Bond in Replevin.

Know all Men by these Presents, That we Clear John the plaintiff in this action as principal, and Pils Malmgren of the County of Carver and State aforesaid as sureties are held and firmly bound unto Peter Swanson the defendant in said action, in the sum of ~~Ther~~ hundred Dollars, lawful money of the United States, to be paid unto the said defendant, his heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated this 19th day of July
A. D. 1873

WHEREAS, The plaintiff in said action, which is brought for the recovery of the possession of certain personal property, claims the immediate delivery of such property, and to that end has procured to be issued to the Sheriff of the County of Carver a writ as prescribed by the statute in such case made and provided.

NOW THEREFORE, the condition of this obligation is such, that if 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.

Signed, sealed, and delivered in presence of

Joseph Weinmann
Peter Weinmann
Clear John
Pils Malmgren

State of Minnesota,
County of Carver

BE IT KNOWN, that on this 19th day of July
A. D. 1873, personally came before me Clear John and
Pils Malmgren

District Court,
County of Carver.

Glenor Johns

against

Peter Swanson.

WRIT OF REPLEVIN.

Issued July 22^d 1893.

G. H. Gayentruhl Clerk.

Returned July 23^d 1893.

G. H. Gayentruhl Clerk.

Jos Weinmann
Attorney for Plaintiff

ST. PAUL PRESS PRINT.

1891

State of Minnesota,
County of Carver

DISTRICT COURT,
Eighth Judicial District.

Elenor Johns

against

Peter Granson.

WRIT OF REPLEVIN.

State of Minnesota,
County of Carver

ss.

The State of Minnesota,

To the Sheriff of said County.

Whereas, the Plaintiff in the above entitled action, claims the immediate delivery of the following described ^{personal} property which is described as follows, that is to say:

and the affidavit of

Elenor Johns

the above named plaintiff has been made, showing, among other things, that said plaintiff is lawfully entitled to the possession of said property; that the same is wrongfully detained by the defendant, and is of the actual value of One hundred forty nine & 40/100 Dollars; and said plaintiff has by an indorsement on said affidavit required the issuance of a writ as provided by law, and duly filed said affidavit so indorsed;

Therefore, we command you, that, if a bond with sufficient sureties shall be executed to the defendant in due form of law, you take the property herein described and the same safely keep until disposed of according to law, and that you proceed herein in the manner required of you by law.

Witness the Honorable A. G. Chasfield Judge
of the District Court aforesaid, at Chaska
this Twenty second day of July
in the year 1893.

Grayentuhl Clerk.

2 white Breast Pins of the value of 15 cts each, 1 Silver
Finger ring of the value of 50 cts; 1 album of the value of \$1.50; 1 red woollen necktie of the value of 50 cts;
1 white woollen necktie of the value of 50 cts; 1 Bible of the
value of \$1.00; 1 hymen book of the value of 50 cts; 1
wooden trunk of the value of \$2.00; 1 large Union Bag of the
value of 50 cts -

2 Feather over beds with wooden Slips of the Value of \$16.⁰⁰ each. 4 Feather
pillows with linen Slips of the Value of \$2.⁰⁰ each. 2 Linen bed
sheets of the Value of \$2.⁰⁰ each; 1 Linen Pillow Case of the Value of \$1.⁰⁰
1 Gray satin dress of the Value of \$5.⁰⁰; 1 Black Cantonment dress of
the Value of \$5.⁰⁰; 1 Yellow and red Striped half woolen dress
of the Value of \$4.⁰⁰; 1 Brown half woolen dress of the Value of \$4.⁰⁰
1 Blue and brown checked half woolen dress of the Value of \$4.⁰⁰;
1 changeable half woolen dress of the Value of \$4.⁰⁰; 1 red and
blue half woolen dress of the Value of \$3.⁰⁰; 1 Common Cotton
Shirt of the Value of \$2.⁰⁰; 1 Half Woolen Striped Shirt of the
Value of \$2.⁵⁰; 1 White Muslin Shirt of the Value of \$1.⁰⁰; 1 half
woolen brown back coat of the Value of \$2.⁵⁰; 10 Chemises of the
Value of \$1.⁰⁰ each; 2 Pairs of Cotton Drawers of the Value of 75 cents
each; 10 Cotton aprons of the Value of 75 cents each; 3 half silk
aprons of the Value of \$1.⁰⁰ each; 2 Cotton aprons of the Value
of 50 cents each; 2 Silk (1 black 1 yellow) handkerchief of the
Value of \$2.⁵⁰ each; 1 Blue woolen Cape of the Value of \$8.⁰⁰;
1 Pair of Leather shoes of the Value of \$1.⁰⁰; 1 Pair of cloth shoes
of the Value of \$2.⁵⁰; 2 Pairs of red woolen Hosiery of the Value
of 50 cents each; 1 Pair of blue woolen Hosiery of the Value of
40 cents; 1 Pair of white Cotton Hosiery of the Value of 25 cents;
1 Red bed Quilt of the Value of \$2.⁵⁰; 1 Yellow bed quilt of the
Value of \$2.⁰⁰; 1 gray woolen shawl of the Value of \$3.⁰⁰;
1 Woolen (knit) jacket of the Value of \$1.⁰⁰; 2 Cotton Bureau covers
of the Value of \$1.⁰⁰ each; 1 half woolen Under waist (quilted) of the
Value of \$2.⁰⁰; 1 half woolen Under waist (plain) of the Value
of 75 cents; 3 Linen handkerchiefs of the Value of 50 cents each;
3 Cotton handkerchiefs of the Value of 25 cents each; 6 Linen collars
of the Value of 25 cents each; 1 Black Breast Pin of the Value of 25 cents;

No. 757

DISTRICT COURT,
CARVER COUNTY, MINN.

Elmer Johns
Plaintiff.

vs.

Peter Swanson
Defendant.

Joseph Weinmann
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry July 22nd, 1903

Register of Actions "A" Page 181

Term Tried 19

Judgment for _____

Amount of Judgment \$ _____

Date of Judgment 19

Judgment Book _____ Page _____

Default Judgment Book _____ Page _____

Date of Docketing 19

No. 758

DISTRICT COURT,
CARVER COUNTY, MINN.

Bryngel Anderson
Plaintiff.

vs.

Anders Anderson
Defendant.

Fauler Delarmer
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry July 22 1873

Register of Actions A Page 171

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$208.70

Date of Judgment Aug. 29th 1874

Min. Rec. A Page 377

Default Judgment Book Page

Date of Docketing 1

194

Value Received

" In presence of
" John Olson }
" Andrew Johnson }

Anders Anderson
Bryngel Anderson "

That subsequent to the making of the said note the same was presented by the said Olson to the said Defendant for payment and the said Defendant neglected and refused to pay the same or any part thereof. ^{That thereafter due notice was given by the said Olson to the Plaintiff herein of the non payment of the said note by the said Defendant.} And the Plaintiff further says that he received no consideration for signing the said note but signed the same as security for the payment thereof at the request of the Defendant.

And on the fifteenth day of February A.D. 1871 the above named Plaintiff as security and not otherwise upon the said note was compelled to pay the full amount of principal and interest of the said note and thereupon became and now is the owner and holder of the said note.

That after the Plaintiff became the holder of the said note the said note was presented by the Plaintiff to the Defendant for payment and the Defendant refused to pay the same or any part thereof.

Wherefore the Plaintiff demands judgment against the said Defendant for the sum of one hundred and thirteen dollars and seventy

Fol 1

State of Minnesota
County of Carver }

District Court
8th Judicial District

Bryngel Anderson

-against-

Plaintiff

Ander Anderson

Defendant

Complaint.

The complaint of the
Plaintiff in the above entitled action respectfully states
and shows to this Court as follows.

That on the second day of December A.D. 1887 the above
named Plaintiff and Defendant made executed
and delivered to one Andrew Olson their certain
promissory note in writing by the terms of which
said Plaintiff and Defendant promised and agreed
to pay upon the order of the said Olson the sum of
one hundred and thirteen dollars and seventy
five cents with interest at ten per cent until
paid which said promissory note is in the
words and figures following

" \$113.75

" Town of San Francisco

" December 2nd A.D. 1887

" On order of Andrew Olson & Ander Anderson
as principal and Bryngel Anderson as security
do hereby promise to pay the sum of one hundred
and thirteen dollars and seventy five cents
with ten per cent interest per annum from
date until paid.

Fol 2

7000

five cents and interest thereon at ten per
cent per annum from the second day of
December A.D. 1867 - besides the costs of
this action.

Dated Carver July 10th A.D. 1873

Mower & Fowler

Plaintiffs Attorneys

Carver Minn.

- \$71.02

District Court
San District

Bryngel Anderson
vs

Ander Anderson

Complaint
Verification

Filed, July 21st A.D. 1873
G. W. Drayton
Clerk

191

Warner & Fowler
Plaintiffs Attorneys

State of Minnesota,
County of Carver

Bryngel Anderson being duly
sworn doth depose and say that
he is the Plaintiff in the above entitled action:
That the foregoing complaint is true of his own
knowledge, except as to those matters therein
stated on information and belief, and as to those
matters, that he believes it to be true.

Subscribed and sworn to
before me on this 10th day } Bryngel Anderson, Son
of July A.D. 1873

Frank M. Wornum
Justice of the Peace

St Peter Aug 29th 1873
Recd Post-Office order
for \$94⁰⁰/₁₀₀ my fees in
full for serving Summons
in the Case of Benzel Andreason
vs Anders Andreason

E. J. Bays
Sheriff of Nicollet Co
Minn

D

Con

John, Augt 28th a 1874
Gibbsway built
Teluk

-141-

State of Minnesota }
County of Nicollet } S.S.

Personally came before me
the Clerk of the District Court in and for said
County, C. J. Boys Sheriff of said County, who being
first duly sworn deposes and says, that on the
8th day of August A.D. 1873. in the said County
of Nicollet. he personally served a ~~summons~~ by
reading the same & then and there delivering to and
leaving with Anders Anderson, in hand a copy
of a summons in an action in which Bryngel
Anderson was Plaintiff and the said Anders
Anderson was defendant. That the said summons
was received by mail from Warner & Fowler
Attys at Law of Carver Minn. That my fees thereon
were nine ⁴⁰/₁₀₀ (\$9.40) dollars, which were paid
me by said Warner & Fowler. & further
deponent saith not.

Subscribed & sworn before
me this 17th day of March
1874. at St Peter Nicollet Co.
Minn.

C. J. Boys
Sheriff of Nicollet Co.
Minn.

Asworn & sworn
Clerk Dist Court.

STATE OF MINNESOTA,

County of

Carr

DISTRICT COURT,

Judicial District,

Eighth

Bryngel Anderson
against
Anders Anderson.

SUMMONS.

THE STATE OF MINNESOTA to the above named Defendant:

You Anders Anderson are hereby summoned and required to answer the complaint in this action which is filed in the Office of the Clerk of the District Court at Chaska in Hennepin County and to serve a copy of your answer to the said complaint on the subscriber, at his office in Carver in Le Sueur 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 one hundred and thirteen dollars and seventy five cents and interest thereon at ten per cent per annum from the 2^d day of December A.D. 1873 and also the costs of this action.

Dated Dec 2^d 1873. M. A. Fowler

DISTRICT COURT.

Judicial District.

County of

SUMMONS.

John, Augt 29th 1894
Chas. W. Ayer, Clerk

—TH—

Plaintiff Attorney

State of Minnesota }
County of Le Sueur }
District Court }
8th Judicial District }

Bryant Anderson }
vs }
Anders Anderson }

Carroll County }
Frank Warner being }
first duly sworn deponent }
and says, that he }
is one of the attorneys }
for the Plaintiff in the }
above entitled action }
and has notice as such }
from the Commencement }
thereof, that the defendant }
has not appeared in }
said action in person }
or by his atty. that }
his Copy of the Answer }
to the Complaint in said }
action has been served }
upon him deponent.

Sworn to and }
subscribed before } Frank Warner
me this 28th day }
of August A.D. 1874 }
J. H. Gray, Clerk of said Court
Warner Commissioner

Filed, Augt 28th 1874
Abstracted
Clerk

171

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

Bryngel Anderson
against
Onder Anderson.

The Complaint in the within
entitled action having been filed with the Clerk of said Court,
and the summons duly served personally upon the defendant
herin on the 8th day of August, A.D. 1873, and it appearing by the
affidavit of the Attorney for plaintiff, on file, that no answer or
demurrer or copy of either has been received by said plaintiff's
attorney, in said cause.

Now therefore upon motion of Frank
Wamer Attorney for said Plaintiff, it is adjudged and determined
that the said Plaintiff recover of said defendant, the sum of
one hundred thirteen dollars seventy five cents, with seventy
five dollars and seventy five cents, interest, as claimed by said
summons & complaint with eighteen dollars and twenty cents,
costs & disbursements taxed in said action the whole amounting
to the sum of one hundred eight dollars and seventy cents -
and that said Plaintiff have this several process therefor

Judgment & Int	\$ 190.50
<u>Costs</u>	
Statute costs	\$ 5.00
Sheriff's fees	9.40
Clerk's fees	3.80
	18.20
Total	\$ 208.70

Dated, August 29th A.D. 1874.

By the Court: Gustaventahl, Clerk

State of Minnesota
District Court
County of Carver,

Bryngel Anderson
against
Ondu Anderson,

Judgment Roll,

Judgment	\$113.75
Interest	" 76.75
Costs	" 18.20

Total \$ 208.70

Given August 29th AD 1874.
J. H. Graymuhl
Clerk

141.

Frank Wanner, atty for Plaintiff
Carver, Minn.

No. 758

DISTRICT COURT,
CARVER COUNTY, MINN.

Bryngel Anderson
Plaintiff.

vs.

Anders Anderson
Defendant.

Fauler DeTarnier
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry July 22 1873

Register of Actions A Page 171

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$208.70

Date of Judgment Aug. 29th 1874

Mm. Rec Judgment Book A Page 377

Default Judgment Book Page

Date of Docketing 1

194