



[Minnesota.](#)
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No. 759

DISTRICT COURT,
CARVER COUNTY, MINN.

Peter Nelson
Plaintiff.

The Board of Supervisors
of the Town of Benton
Defendant.

Baxter & Pecke
Plaintiff's Attorney.

Jas. Minnemann
Defendant's Attorney.

Date of Entry July 25, 1873

Register of Actions A Page 182

Term Tried Oct. General 1873

Judgment for Defendant

Amount of Judgment \$ 11.60

Date of Judgment Sept. 21, 1874

Minute Book A Page 381

Default Judgment Book Page

Date of Docketing Sept 21, 1874

Judgment Book Page - 196 -

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

Peter Nellen

Petition

The Board of Supervisors
of the Township of Benton
Carver County State of Minnesota

To the Hon Andrew G. Chatfield
Judge of said Court.

The Petition of Peter Nellen
Plaintiff in the above entitled action
respectfully shews: That he is a resident
and freeholder of the Township of
Benton in said County. That he is
the person named in the petition^{and}
subsequent papers hereto attached
after whom the road petitioned to
be vacated by said proceedings is
named as "Nellen Road". That he
has been a resident and freeholder
of said town of Benton for ten
years last past. That the road or
public highway so petitioned to be
vacated and changed into a ~~public~~
~~highway~~, cart-way is the only road
or means of travel by which said
petitioner is able to pass from his
land and residence to the public

highways in said town and County.
That he resides upon the ~~Southeast~~
~~west quarter~~ of Section twenty in
said town of Benton. that all
of his buildings and improvements
thereon have been located with
special reference to the continu-
-ance of said public highway
so sought to be changed into a
cartway, that notwithstanding this
and in opposition to the remonst-
-rances of this petitioner the Board
of Supervisors of said Township
of Benton did on the 11th day of
March, 1873, make an order
in writing changing said public
highway set forth in a petition
hereto attached marked A and made
a part of this petition into a cartway.

That all of the proceedings here
and taken by said Board of ^{Supervisors} ~~Trustees~~
prior to making said order
are hereto attached viz. Certified
copies thereof, and made a part
of this petition, marked respect-
-ly "A" "B" & "C", as will more
fully appear by reference thereto.

To The Supervisors of the town of Benton, County of Carver, and
State of Minnesota:

N^o The undersigned legal voters, residing within one mile of the
road to be changed into a cartway, hereby petition You to change
a part of the so called, Nellens Road into a cartway, as follows:
Commencing at the $\frac{1}{4}$ section post between sections 14 and 20, Townsh.
115 Range 25, Thence running east on section line ~~between~~ ~~said~~ sections
14 and 20 to the section post between sections 14, 20, 16 & 21. Said
part of Nellens Road is travelled by only one man, while it is a great
damage to the persons over whos land it runs, namely: Fredh^z zum
Berge and Henry Schmitz, Your petitioners therefore pray that you
will proceed to change above described part of Nellens Road, ~~and into~~
a cartway of the width of two rods, and open the same according to law.

Dated at Benton, this 4th day of February 1873.

Henry Schmitz

Jacob Willemssen.

Jacob Jamschen.

Peter Plusemann.

Louis Hyer.

Michael Willemssen

John Blackner

Fredh^z zum Berge.

State of Minnesota } ss.
County of Carver }

Henry Schmitz, being sworn, doth depose and say, that
he did on the 4th day of February 1873, post a copy of the within
petition in three of the most public places in town of Benton in said
county, near the line of the road within mentioned, as follows: One
on a tree near the $\frac{1}{4}$ section post between sections 14 and 20. One
near the schoolhouse at Theodor Spieker, and one at the house
of Hermann Bonngards.

Subscribed and sworn to before me,
this 1st day of March 1873.

Henry Schmitz.

Edward Reusse
Town Clerk.

Notice is hereby given, that the Supervisors of the town of Benton
"B" county of Carroll, and State of Minnesota, will meet on the 10th
day of March A.D. 1873, at 11 o'clock in the forenoon, at the house
of Fred^hjam Berge, for the purpose of personally examining the
proposed change of a part of Wellens Road into Cartway as follows:
Commencing on $\frac{1}{4}$ section post between sections 14 and 20, running
east from there on section line betw. said sections 14 & 20, to the
~~section post between sections 17, 20, 18 & 21~~, point that we will hear
any reasons that may be offered for or against the change of said
road into a Cartway.

Dated at Benton, this 24th day of February A.D. 1873.

Th. B. May.
Charles Dietzel } Supervisors.
Henry Block }

Town of Benton, March 13th 1873.

I do hereby certify that the above petition, and Order of
Supervisors, granting the prayer of the petitioners, are true copies of
the originals on file in my Office, and that the above is a copy
of the Notice, when and where the Supervisors would meet to hear
reasons for or against the change, proposed in the petition.

Edward Reusse
Town Clerk.

Carson County }
Town of Benton } ss.

"6" Whereas, upon the petition in writing of six legal voters, residing within one mile of the so called, Wellens Road, a copy of their petition having been first duly posted, as required by law, we the Supervisors of said town, did on the 10th day of March A.D. 1873, personally examine the road, proposed in said petition to be changed into a cartway to wit: Commencing at the $\frac{1}{4}$ section post between sections 14 and 20 Township 11S, Range 25, thence running east on section line between said sections 14 and 20 to the section post between sections 14, 20, 16 & 21, and having before determining to change said road, fixed upon a time and place when and where we would meet to hear any reasons for or against changing said road into a cartway, and having caused written notices thereof to be posted up in three public places, near the line of said road, ten days previous to the time of such meeting, and having met at the time and place appointed, and having heard such reasons as were offered for or against the changing of said road, and being of opinion that such change is necessary and proper, and that the public interests would be promoted thereby, and having granted the prayer of said petitioners and determined to change said road to a cartway, it is therefore endorsed and determined that said road be, and the same is hereby reduced to a cartway, according to a survey made by E. Heyd February 16th 1860, with the exception of its width, which is to be two rods only, the line of said survey to be the centre of said cartway.

In witness whereof, we, the said Supervisors, have hereunto set our hands, this 11th day of March, 1873.

Thos. R. May }
Chris. Dietzel } Supervisors.
Henry Oberk }

Town of Benton, March 13th, 1843.

The within Order was filed in the town clerk's
office, Town of Benton, on the 12th day of March 1843.

Edward Nease
Town Clerk.

And your petitioner further states that he is greatly injured by the acts and proceedings of the said Board of Commissioners Supervisors in their acts and doings in the premises, that acting under said order of the Supervisors the officers of said town of Benton have closed said public highway, and substituted in place thereof a cartway with gates at each end thereof.

That the acts and doings of said Board of Supervisors are without any authority of law and void for the following among other reasons -

- 1- That the Statute do not authorize the changing of a Public Highway into a Cartway.
- 2 It appears that the petition was not posted as required by law.
- 3 The petition was not signed by freeholders as required by law
- 4 It does appear that the Supervisors acted without any jurisdiction in the premises.

Wherefore your petitioner prays that a writ of certiorari issue out of said Court that said Board of Supervisors be required to certify and return to said Court, ^{at the next Court term} all of the papers and

proceedings had by and before
them relative to said matter of
changing said public highway into
a cartway. That further proceedings
may be had thereon as provided
by law.

Baxter & Rich
Attys for Petitioner

STATE OF MINNESOTA,
County of *Leann*

DISTRICT COURT.

8th

Judicial District.

Peter Hellen

AGAINST

Supervisors of Benton

Affidavit of Verification by Party.

*Filed July 25th A.D. 1893.
J. H. Hengert
clerk,*

Baxter & Presh
Plaukapp Attorney.

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

1892

State of Minnesota, }
County of Lower ss.

Peter Nellen

being duly sworn, doth depose and say, that he is plaintiff
in the action in the foregoing petition entitled, and
that the said petition 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 22 day of July A.D. 1873

Peter Nellen

H. J. Buck

Notary Public

Dist. Court
Carroll County.

Peter Nelson

- 22 -

The Board of Supervisors
of the Town of Newton
Carroll Co. Me.

Petition & order
for writ of Certiorari

Filed, July 18th AD 1873.
G. W. Grayson
Att'y

1873

Boxley & Peck
Attys for Plaintiff
Chas. A. Min

State of Minnesota
Dist. Court 8th Dist
Cannon County.
Peter Killen

- vs -

The Board of Commissioners
of the Town of Benton.
Cannon Co. Minn.

Upon reading and filing the
Petition of Peter Killen in
the above entitled action ^{et al}
is upon motion of Boett &
Peters Attys for Plaintiff it
is hereby ordered that ~~the~~
a writ of certiorari issue
as prayed for in said petition
Dated July
23rd 1873.

A. G. Chaifield
Judge of Dist Court.

State of Minnesota

County of Cass - ~~Arnold~~ I am hereby
duly sworn on oath says that on the 9th day
of October A.D. 1878 in said county of Cass
this applicant served the within order on
the within named defendants by exhibiting
to the Chairman of said Town Board of
Supervisors Thomas R. May ^{personally} ~~personally~~
~~affidavit~~ the within order and delivering
to said May personally then and there
a copy of said order - Arnold Horn
Subscribed and sworn
to before me this 10th day
of October A.D. 1878

Edw. Hagenbuhl, Notary Public
Hennepin Co. Minn.

State of Minnesota

District Court

County of Cass,

Peter Holland

vs.

The Board of Supervisors

of the Town of Benton

County of Cass, Minn.

Plaintiff to Recover Costs,

Defendant.

Filed, October 19th 1878.

Edw. Hagenbuhl

Notary Public,

1878

State of Minnesota
District Court 8th Dist
County of Carver.
Peter Killens

- vs -

The Board of Supervisors
of the Town of Benton
Carver Co., Minnesota

This case came on for
hearing at a regular term of
the Dist Court in said County
Oct. 9th 1873, and upon the filing of
the affidavit of L.L. Baxter one
of the attys for Petitioner by which
it appears that the writ together
with the other papers in said case
were duly served and that the
said Defendant refuse to make
return thereon Now therefore upon
motion of Baxter & his attys for
petitioner it is hereby ordered that
said Defendant do make return
to said writ as therein provided
instantly, or show cause why he has not
made return to said writ of certiorari according
to the exigency thereof. By the Court.

A. G. Chatfield
Judge etc.

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

Peter Hellens et al
against
The Board of Supervisors
of the Town of Benton,
County of Carver, Minn.

Writ of Certiorari.

The State of Minnesota
To the Board of Supervisors of the Town of Benton,
County of Carver, Minnesota.
Gentlemen.

Whereas, a petition has
been filed in this Court that a writ of Certiorari issue
out of said Court requiring that you certify and
return to this Court of the acts and doings of said
Board relative the changing a Public Highway
known as the "Hellens Road" into a Cartway.

Now therefore, you are hereby
Commanded, that you do certify and return to this
Court on or before the first day of the next regular
term thereof, to be held at Chaska in said County
of Carver, on the 6th day of October 1873. of all papers
and proceedings and things had and done by and
before you, relative to the changing of said Hellens

Road into a Cartway, together with all acts and
doings had by you relative thereto, together with this
Writ, what this Court cause to be done what of right
ought to be done.

Witness the Hon A. G. Chatfield, Judge of
said Court, at Chastota this 18th day of July A.D. 1873.

J. S. Krausenbuhl
Clerk.



State of Minnesota
County of Carver

I, J. P. Rappley, duly sworn on oath say
that he is one of the Attorneys for the Plaintiff in the within
entitled action that on or about the 10th day of September
A.D. 1848 the original writ of certiorari of alichiu the writ is
ready to quash with the on a copy of the original petition
now on file in said action was at that time is informed
and well believes that on or before the 20th day of September
A.D. 1848 and in the said month of September 1848, Mayors R. May
Chairman of the Board of Supervisors of the Town of Benton in
the County of Carver in the State of Minnesota - The defendant
within appeared before their Agent at his office
in Charles in said County with the said writ and
and copy of said petition then and there in his possession
and executed their Agent to make a return to said
writ in form of return for said defendant which
this Agent ~~the~~ within a few days after the said
and returned the said original writ and copy of
said petition to the said Mayors R. May upon
his report, on or about the said 20th day
of September A.D. 1848 - That the said defendant
neglect and refuse to make a return to said
writ as they are therein commanded
whereupon and sworn to
before me this 9th day of October
A.D. 1848?

J. P. Rappley
Notary Public
Carver County, Minn.

State of Minnesota
County of Carver

County of Carver,

Peter Sellers

The Board of Supervisors
of the Town of Benton,
County of Carver, Minn.

Writ of Certiorari

Qualified Copy

John, Mayor of Benton, Minn.
J. P. Rappley

1848

Notary Public
County of Carver, Minn.

State of Minnesota S.
County of Carver

I, Gustave Krajenbuhl, Clerk of the
District Court Eighth Judicial District in and for said County
of Carver and State of Minnesota, do hereby certify that the
 foregoing is a true and correct copy of the Writ of Certiorari
 issued this day in the within entitled action; that I have
 carefully compared the same with the original writ
 and found it to be a correct transcript therefrom.

In Testimony Whereof, I have hereunto set my name
 and affixed the seal of said Court, at Chaska in said County,
 this Twenty fifth day of July A.D. 1873.

G. Krajenbuhl, Clerk.

State of Minnesota
District Court
County of Carver.

Peter Mellens
The Board of Supervisors
of the Town of Benton,
Order of Court,

Given, October 10th 1873
Guthrie
Clerk

State of Minnesota
District Court 8th Dist
County of Cass,
Peter Mellen et al

- 22 -
The Board of Supervisors
of the Town of Benton
versus the Minnesota

This case came on to be heard
upon the writ return and the
return thereto Bate and Pelt
appearing for the petitioners and
Jos. Greenman appearing on the
behalf of the town board after
the argument of said case
it is hereby ordered that the
Order made by the said Board
of Supervisors in changing said
Public Highway known as the
Mellen Road into a Cartway
be and the same is hereby set
aside and vacated and declared
of no force and effect whatever.
Dated Oct 10 1877. By the Court.

A. G. Chatfield
Judge cc.

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

Peter Wellen
against
The Board of Supervisors of
the Town of Benton,

This case came on to be heard before the Hon. A. G. Chatfield, Judge of said Court on the 14th day of October A.D. 1873, whereupon after due consideration said Judge duly reversed the proceedings of said Board of Supervisors of said Town of Benton, in laying out said road,

Wherefore, upon motion of Baxter Peck Attorneys for said Plaintiff, it is adjudged that said Plaintiff recover of said Defendant the sum of Eleven dollars and sixty cents, costs and disbursements, and that he have his lawful process therefor.

Statute Costs \$5.00

Sheriff's fees 6.50

Total \$11.50

Dated Sept 21st A.D. 1874

By the Court,

A. W. Hagenbuhl
Clerk

State of Minnesota
District Court
County of Carver,

Peter Wellen

Against

The Board of Supervisors
of the Town of Benton,

Judgment Roll.

Costs

Indgt for Costs \$11.60.

Filed, Sept 21st A.D. 1874.
Gehrigsenbach
Clerk.

Baxter & Bell Attys for Plaintiff
Chicago, Minnesota.

No. 759

DISTRICT COURT,
CARVER COUNTY, MINN.

Peter Nelson
Plaintiff.

The Board of Supervisors
of the Town of Benton
Defendant.

Baxter & Peck
Plaintiff's Attorney.

Joe Weissmann
Defendant's Attorney.

Date of Entry July 25, 1873

Register of Actions A Page 182

Term Tried Oct. General 1873

Judgment for Defendant

Amount of Judgment \$ 11.60

Date of Judgment Sept. 21, 1874

Minute Book A Page 381

Default Judgment Book _____ Page _____

Date of Docketing Sept 21, 1874

Judgment Book Page - 196 -

No. 760

DISTRICT COURT,
CARVER COUNTY, MINN.

Maurice, Overbach, George R. Fied
& Charles Schaffer, Plaintiffs.

vs.
Louis Gotthelf et al
Defendant.

R. L. Farnsworth
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Aug. 7th 1873

Register of Actions A Page 170

Term Tried 1

Judgment for

Amount of Judgment \$ 247.75

Date of Judgment Aug. 13th 1873

Judgment Book Page 319

Default Judgment Book Page

Date of Docketing 1

170

District Court,

County of Cass

John A. Mullray et
against

Carl Mullvogel

~~JOHN A. MULLRAY~~
et al.

Filed December 11th 1874
Cass County, Minn.

Baxter & Rich
Attorneys,

Chicago Minn.

State of Minnesota,

County of Carm

} ss.

Emmule A Waldron came

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

in the above entitled action: that the foregoing 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,
On this 7th day of August 1874

L L Bayter

Notary Public, Minn.

Emmule A Waldron

#760

REVENUE

STAMP.

This Indenture

Made this fourteenth day ofJune in the year of our Lord One Thousand Eight Hundred andseventy three, Between Louis Gotthelf and Theressa Gotthelfhis wifeparties of the first part, and Maurice Turbach George R. Finch and Charles Schaffer parties of the second part,Witnesseth, That the said parties of the first part, for and in consideration of Eleven Hundred and Twenty Eight Dollars,to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED, SOLD, REMISED, RELEASED, CONVEYED AND CONFIRMED, and by these presents do Grant, Bargain, Sell, Remise, Release, Convey and Confirm, unto the said parties of the second part, and to their heirs and assigns, **Forever**, all the following described tracts,pieces or parcels of Land situated in the County of Carter and State of Minnesota, and known and described as follows, to-wit: Village Lots Seven and Eight (8)in Block thirty nine (39) and Lots Eleven (11) and twelve (12) and nine (9) in Block thirty nine (39) and lots seventeen (17) and eighteen (18) in Block twenty six (26) in the village of Waconia according to the plat and survey of said town of Waconia on record in the office of Register of deeds of said County of Carter State of Minnesota. Also the following town lots in Waconia held by lay title and which are wholly comprised within the warranty of title herein Lot one (1) five (5) six (6) thirteen (13) fourteen (14) fifteen (15) sixteen (16) seventeen (17) in Block twenty six (26) and lot eighteen (18) in same block (26) and lots six (6) seven (7) eight (8) nine (9) ten (10) eleven (11) twelve (12) thirteen (13) fourteen (14) fifteen (15) sixteen (16) seventeen (17) and twenty (20) in block thirty nine (39) of said town of Waconia according to said recorded plat thereof as aforesaid

Together with all and Singular, The hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents and issues and profits thereof: and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, of, in and to the same and every part thereof.

To Have and to Hold the said premises, with the hereditaments and appurtenances aforesaid, unto the said parties of the second part *their* heirs and assigns forever. And the said *Louis Gotthelf* one of the said parties of the first part, for *himself his* heirs, executors and administrators, do covenant, and agree, to and with the said parties of the second part *their* heirs and assigns, that at the time of making this conveyance, the said party of the first part *was* the lawful owner of the said premises, and seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple therein, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all liens and encumbrances of what kind or nature soever: and the said *Louis Gotthelf his* heirs, executors and administrators shall and will **WARRANT** and forever **DEFEND** the said premises unto the said parties of the second part *their* heirs and assigns, against all claims and demands whatsoever.

Provided Nevertheless, and the grant herein contained is upon this express condition, that if the said party of the first part *their* heirs, executors or administrators, shall well and truly pay or cause to be paid to the said parties of the second part, *their* heirs, executors, administrators or assigns, the sum of *Eleven Hundred and Twenty Eight dollars and Seventy Seven cents, with twelve per cent interest from date the first subscription for \$128.77, and the other ten being for \$16.00 each* according to the condition of *Eleven promissory notes all payable to the order of said Subroath Trust Co. Schaffer made by said Louis Gotthelf on the first days of August September October November December January February March April and May respectively* bearing even date herewith; then this Conveyance to be null and void; otherwise to be and remain in full force and effect. But if default shall be made in the payment of the said sum of money, or the interest, or any part thereof, at the time, and in the manner hereinbefore specified for the payment thereof, the said parties of the first part in such case do hereby authorise and fully empower the said parties of the second part, *their* heirs, executors, administrators and assigns, to sell the said hereby granted premises at public auction, and

Mortgage Deed.

Louis Gotthelf

and wife

TO

Maurice Aurbach, George K.
Finch & Charles Scheffer

REGISTER'S OFFICE,

County of Carver Minn. } ss.

I hereby certify that the within
Deed was filed in this office for record,
on the Twenty second day
of June A. D. 1891
at 2 o'clock P. M., and was duly
recorded in Book F
of Mortgages
pages 230, 231, 232.

Fredrick Gunder

Register of Deeds

Carver County.

Printed and for sale at the PIONEER OFFICE, Cor. Third and Robert Sts., St. Paul.

Lots 7 & 8 Blk. 24

Lot 11 Blk. 24 in d. N. H. name

Lot 12 Blk. 24 in S. H. name

Frontage to Lot 17 & 18 Blk. 26

are the out of lots Tax title

Fredrick Koehler
of Waconia

600.00

convey the same to the purchaser, in fee simple, agreeably to the statute in such cases made and provided, and out of the moneys arising from such sale, to retain the principal and interest which shall then be due on the said notes and mortgage together with all costs and charges, and pay the overplus, (if any) to the said parties of the first part, *their* heirs, executors, administrators or assigns. And the said *Louis Gottlieb*

do further **Covenant and Agree** to and with the said parties of the second part, *their* heirs, executors, administrators and assigns, to pay, or cause to be paid, said sum of money above specified, at the time, and in the manner above mentioned, together with all costs and expenses, if any there shall be, and that he will pay all taxes and assessments of every nature that may be assessed on said premises, previous to the day appointed, in pursuance of any law for the sale thereof for Town, City, County or State Taxes.

In Testimony Whereof, The said parties of the first part, hereunto set *their* hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Albert Henneman
W. C. Larson



Louis Gottlieb Seal
Theresa Gottlieb Seal

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

On this *19th* day of *June*, A. D., 18*71*

before me, a *Notary Public* in and for said County of *Carr*, personally appeared *Louis Gottlieb and Theresa Gottlieb*

his wife to me personally known to be the same persons described in, and who executed the foregoing Deed, and acknowledged that they executed the same for the uses and purposes therein expressed. *Severally freely and voluntarily and separately and apart from her husband and without fear of any one.*

W. C. Larson
Notary Public

State of Minnesota
County of Carver
District Court
Eight Judicial District

Charles Amundson, George R.
Finch & Charles Schaffer
Partners &c, under name
of Amundson, Finch & Schaffer
Plaintiffs.

vs
against

Louis Gothef & Teresa
Gothef his wife defendants

Complaint for foreclosure

I hereby certify that
after the return of the
complaint, the same was
served on the defendants
at their dwelling at 12 M
St. in the City of Minneapolis
on the 12th day of June 1872
and that a copy of the same
was also served on the
defendant's attorney.

Wm. J. Farrell
Sheriff
County of Carver
State of Minn.

R. L. Jarnsworth Plaintiff's Attorney.

John, Aug. 1872
Wm. J. Farrell
Att. R.

may be rendered for said \$100.00 debt due
April 1. 1872 and said interest thereon; and
for said \$100.00 debt due May 1. 1872 and said
interest thereon, and that the equity of redemption
of the said defendants in and to said tracts of
land may be foreclosed; and that the said Teresa
Gothef's dower and right of dower in the same
may be forever barred and foreclosed; and that
the said lands or so much thereof as may be necessary
be sold to pay off and discharge the judgment
rendered and costs and for other proper relief
Reuben L. Jarnsworth
Attorney for plaintiffs.

interest from date, the first note being for \$12877
and the other ~~note~~^{ten} being for \$100.00 each accord-
ing to the condition of eleven promissory notes,
all payable to the order of the plaintiffs, made by
said defendant Louis Gotthelf on the first days
of the then next ensuing July, August, Septem-
ber, October, November, December, January,
February, March, April, and May, and bear-
ing the same date as said mortgage, to wit,
June 19th 1871, then said conveyance to be nul
and void otherwise to remain in full force
and effect. Plaintiffs aver and state that
the said defendants and each one of them have
wholly failed to perform the said conditions
on their part; that they nor either of
them have not paid the first note herein described
payable on the first day of ~~April~~ 1872 on any
part thereof; nor the second note herein
described payable on the first day of May
1872 on any part thereof, wherefore said
two notes and the interest thereon from
the dates at twelve percent per annum remains
wholly now due owing in arrears and unpaid
to said plaintiffs. That no action or proceedings
has been instituted at law to recover the said two
notes and instalments of said mortgage deed
due ~~April~~^{1st} and May 1st 1872 or any part of
either of them.

Wherefore plaintiffs pray judgment

Maurice Auerbach George R. Finch and Charles Scheffer
Partners in trade doing business under the firm and name of
Auerbach Finch & Scheffer
Plaintiffs
Against
Louis Gotthelf and Teresa
Gotthelf his wife defendants

In The District Court
of Carver County and
State of Minnesota
Eighth Judicial District
Complaint for the foreclosure
of a mortgage of real property

The said Auerbach Finch and Scheffer partners
as aforesaid plaintiffs complain and state that the
said defendant Louis Gotthelf on the 19th day of June
A.D. 1891 executed to plaintiffs a ^{promissory} note ^{in writing} (here with filed
and attached) whereby he promised to pay to the order of
said plaintiffs One hundred dollars on the first day of A-
pril then next ensuing at Dawson & Co's Bank St.
Paul Minn. value received with twelve percent interest
per annum, and delivered the same to said plain-
tiffs. Also on the same day the same defendant executed
his certain other promissory note in writing of that
date to the plaintiffs and delivered the same to the
plaintiffs (here with filed and attached) whereby he
promised to pay to the order of the plaintiffs One hund-
red dollars on the first day of the May then next ensu-
ing at Dawson and Co's Bank St. Paul Minn value
received with twelve percent interest per annum.
That on the ~~day of the~~ same day of the making
of said notes, the said defendants afterwards

for the purpose of securing the payment of the
said two notes, and certain other notes in the same
mentioned, executed and delivered to the plaintiffs
a mortgage deed, (which is herewith attached and filed)
conveying to the plaintiffs the tracts of land situate in the County
of Carver and State of Minnesota known in said mortgage
deed by the following description, to wit; village lots
Seven (7) and eight (8) in block thirty nine (39) and
lots eleven (11) and twelve (12) and nine (9) in block
thirty nine (39) and lots seventeen (17) and eighteen
(18) in block twenty six (26) in the village of Wa-
conia according to the plat and survey of said town
of Waconia on record in the office of the Register of
deeds of said County of Carver and State of Minnesota.
Also the following town lots in Waconia held by Tax title
and which were wholly excepted from the warranty
of title therein, to wit, lots one (1) five (5) six (6)
thirteen (13) fourteen (14) fifteen (15) sixteen
(16) and ^{and lot eighteen (18) in the same block (26)} seventeen (17) in block twenty six (26) and
lots sixteen (16) seventeen (17) nineteen (19) and
twenty in block thirty nine (39) of said town
of Waconia according to said recorded plat thereof
as aforesaid, upon the following conditions, to wit,
that if the said defendants their heirs executors
or administrators should well and truly pay
or cause to be paid to the said parties of the plaintiffs
their heirs executors administrators or assigns the
sum of eleven hundred and twenty eight dollars
and seventy seven cents with twelve percent

State of Minnesota,
County of Carver

} District Court Eighth Judicial District

Maurice Bierbach George R. Finch and Charles Scheffer
Partners in trade doing business under the firm and name
of Bierbach Finch & Scheffer Plaintiffs

AGAINST

Louis Gotherf and Teresa Gotherf his wife
defendants.

Affidavit of Disbursements.

Plaintiff's Costs and Disbursements.

Statute Costs, - - - - - \$5.00

Disbursements. 50

two Affidavits, - - - - - 3.20

Sheriff's Fees, - - - - - 5.05

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

Total \$13.75

Amount claimed in Summons.

Principal, - - - - - \$200.00

Interest, - - - - - 34.00

\$

State of Minnesota,
County of Ramsey

} ss. R. L. Farnsworth

Reuben L. Farnsworth came personally before me and
having been first duly sworn, he doth depose and say, that he is
the Attorney of said Plaintiffs 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 5th day of August, A.D. 1873

R. L. Farnsworth

In witness whereof I have hereunto affixed
my Official Notarial Seal at St. Paul
Ramsey County State of Minnesota.

J. H. Merriam
Notary Public of Ramsey County

State of Minnesota,

County of Carver

District Court Eighth Judicial District

Maurice Auerbach George R. Finch and Charles
Scheffer Partners in trade doing business under the firm
and name of Auerbach Finch & Scheffer Plaintiffs

AGAINST

Louis Gothelf and Teresa Gothelf his
wife defendants.

Affidavit of No Answer.

State of Minnesota,

County of Ramsey

ss.

Reuben L. Farnsworth came personally before
me, and having been first duly sworn, he doth depose and say, that he is
the Attorney for the Plaintiffs in the above entitled 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.

R. L. Farnsworth
Attorney of Plaintiffs

Subscribed and Sworn to before me, on

this 5th day of August 1873

In Witness whereof I have hereunto affixed
my official Notarial Seal at St. Paul
said Ramsey County and State of Minnesota

G. N. Merrick
Notary Public of said
Ramsey County and State of Minnesota

District Court Eighth Judicial District

County.

Carver

Auerbach Finch & Scheffer Partners

Plaintiffs

Against

Louis Gothelf and Teresa
Gothelf his wife defendants

Affidavit of No Answer, &c.

John, August 1873
Gothelf & Scheffer

R. L. Farnsworth

Attorney for Pliffs.

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

170.

State of Minnesota,

DISTRICT COURT,

County of Carver

Eight

Judicial District

Maurice Auerbach George R. Finch and
Charles Scheffer partners in trade doing
business under the firm name of ~~Auerbach~~
Finch & Scheffer Plaintiffs

SUMMONS.

Against
Louis Gothelf and Teresa Gothelf
his wife defendants

The State of Minnesota,

TO THE ABOVE NAMED DEFENDANT

You Louis Gothelf, Teresa Gothelf ^{and} are hereby summoned and required to
answer the complaint in the above entitled action, a copy of which is herewith
served upon you, and to serve a copy of your answer to the said complaint on
the subscriber at his office in St. Paul in the County of
Ramsay 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
apply to the court for the relief prayed
^{large damages} for in said complaint according to the prayer
thereof

Dated, June 9th A. D. 1873

R. L. Farnsworth

Plaintiff's Attorney, St. Paul Minn.

County of *Carver*

DISTRICT COURT,

Eight

Judicial District.

*Maurice Anerbach George R
Finch & Charles Scheffer partners
under name of Anerbach Finch
& Scheffer plaintiffs*

*against
Louis Gottheil & Teresa Gottheil his
wife defendants*

Summons for Relief.

*I hereby certify that
the within Summons
was duly served this
25th day of June 12, M
by handing copy to defendant
at his residence, also a copy
of the same upon his wife*

Char W. Bullis

R. S. Farnsworth Sheriff

Plaintiff's Attorney

PIONEER PRINT, ST. PAUL.

*Filed August 4th 1893.
J. H. Schraggenbuhl
Clerk.*

\$ 100⁰⁰

Saint Paul Minn. June 19th 1871

On the first day of May next after date I promise to pay to
the order of Aurlach, Finch & Scheffer

One Hundred ¹⁰⁰ Dollars

at Farrison and Co. Bank St. Paul Minn.

Value received with twelve % Interest p annum

No

Due May 4 Lewis & Co the 4

\$ 100⁰⁰

St. Paul, Minn. June 19th 1871



On the first day of April or after date I promise to pay to
the order of Auerbach, Finch & Scheffer

One Hundred Dollars

at Garrison and Co Bank St. Paul Minn.

Value received with two % Interest per annum

JP

Due

Apr 4 Lewis G. Coffey

State of Minnesota
County of Carver
District Court
Eighth Judicial District

Lawrence Hegerbach
George R. Finch &
Charles Scheffen
Partners & Plaintiffs
Against

Louis Gotthelf and
Teresa Gotthelf his
wife defendants

Complaint & Exhibits & affidavits
in Foreclosure

Filed August 4th AD 1898.
Hegerbach
(Clk.)

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R. L. Farnsworth Plff's Attorney.

relating to sales of real estate on execution
and make report thereof to this Court.

And the clerk of this Court is ordered to issue
and deliver to such sheriff a transcript of
this judgment with the description of said mort-
gaged premises as follows to wit The lands sit-
uate in the County of Carver and State of Min-
nesota and described as village lots seven(7)
and eight(8) in block thirty nine(39) and
lots eleven(11) and twelve(12) and nine(9) in
block thirty nine(39): and lots seventeen(17)
and eighteen(18) in block twenty six(26)

Also the following village lots held by tax
title and which are wholly excepted from
the warranty of title in said mortgage
deed to wit lots one(1) five(5) six(6) thirteen
(13) fourteen(14) fifteen(15) sixteen(16)
seventeen(17) and eighteen(18) in said
block twenty six(26) and lots sixteen(16)
seventeen(17) nineteen(19) and twenty
(20) in said block thirty nine(39) in
the town of Waconia according to the plat
and survey of said town of record in the
office of the register of deeds of said
County of Carver and State of Minnesota.
Dated August 11th 1873.

By the Court.

A. G. Chatfield
Judge &c.

State of Minnesota
County of Carver
District Court
Eighth Judicial District

Maurice Auerbach
George R. Finch &
Charles Schiffer Partners
Plaintiffs

Against
Louis Gotthelf and
Teresa Gotthelf his wife
Defendants

Judgment in Foreclosure
of real estate

Judgment Roll.

Judgment principal	\$ 200.00
Interest	" 34.00
Costs	" 13.75
Total	\$ 247.75

Filed August 13th A.D. 1893
J. H. Brungenbuhl, Clerk

R. L. Farnsworth Plaintiffs Atty

= 170. =

1
1
State of Minnesota } District Court of Carver
County of Carver } County, Eight Judicial District.

Maurice Auerbach George R.
Finch and Charles Scheffer Partners
in trade doing business under the firm
and name of Auerbach Finch & Scheffer } Complaint for
Plaintiffs } Foreclosure of
Against } Mortgage on land
Louis Gothelf and Teresa
Gothelf his wife defendants }

2
And now comes the plaintiffs in the above
entitled cause by Reuben S Farnsworth their
attorney of record therein, the defendants neither of
them appearing, and the plaintiffs prove and show
to this court, by the return of the sheriff of Nobles County
said State, that in Nobles County said State on the 25th
day of June A. D. 1873 at 12 M, on that day the complaint
in this cause was duly served on the defendants by said
sheriff's delivering a true copy of said complaint
to defendant Louis Gothelf at his residence in the
presence of both defendants; also, that the same time
and place said Sheriff duly served the summons
herein upon each one of said defendants, by duly deliver-
ing to each one of them true and separate copies of
such summons; also plaintiffs show by the affidavit
of their said attorney, as such attorney that no an-
swer or demurrer, or copy of either has been

received by the plaintiffs' attorney in this cause,
also that the plaintiffs' bill of costs of disbursements
and Statute costs necessarily incurred therein
are correct with the clerks fees to be added amount-
ing to the sum of \$15.75 by the affidavit of said
attorney; also prove and show to the court that
there is now due to the plaintiffs of principal
debt the sum of \$200.00 and for interest there-
on to the date of judgment the sum of \$34.00
making in all for debt interest, and costs the
sum of \$244.75 for which the plaintiffs ask
judgment: It is therefore considered and
adjudged by the court that the plaintiffs re-
cover against the said defendant Louis Got-
telf judgment for the said sum of \$244.75
and accruing, and that the plaintiffs lien on
the lands in plaintiffs complaint mentioned be en-
forced and established against said defendants by
the sale of the mortgaged premises specified and
described in the plaintiffs complaint and mort-
gage thereto attached, or such part of said
premises as may be necessary shall be duly made
to satisfy said amount of said judgment. And the
Sheriff of the County of Garver said State is here-
by ordered and directed to proceed to sell the
same, or so much of said mortgaged prem-
ises as necessary to satisfy said judgment
and costs and accruing costs according to the provisions of law

No.

760

DISTRICT COURT,
CARVER COUNTY, MINN.

Maurice Overbach, George R. Fink
& Charles Scheffer Carluts
Plaintiff.

vs.

Louis Gotthelf et al
Defendant.

R. L. Farnsworth
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry

Aug. 7th 1873

Register of Actions

A

Page

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Term Tried

1

Judgment for

Amount of Judgment \$

247.75

Date of Judgment

Aug. 13th 1873

Judgment Book

Page

319

Default Judgment Book

Page

Date of Docketing

1

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No. 761

DISTRICT COURT,
CARVER COUNTY, MINN.

Adolph Burandt
Plaintiff.

vs.

Swan Swanders
Defendant.

Baxter & Peck
Plaintiff's Attorney.

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

Date of Entry August 27, 1873

Court Reporter
Register of Actions A Page 183

Term Tried April Term, 1874

Judgment for Plaintiff

Amount of Judgment \$ 64.02

Date of Judgment November 20, 1875

Minute Record
Judgment Book A Page 453

Default Judgment Book Page

Date of Docketing December 20, 1875

Judgment Record A page 228

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

Adolph Burandt
Against

Swan Swanberg

Order on appeal from
taxation of costs &c.

due service of the
within order by copy
is hereby admitted
Jan 4th A.D. 1876

Henry Birds

atly for Plff

Filed Jan 4th 1876

Wm. H. Brown

D. A. Brown

=183=

atly for Deft

State of Minnesota
County of Carver

District Court
8th Judicial District

Adolph Burand

against

Swon Swenberg

The appeal from the location
of casts in the above entitled ac-
tion, having been submitted to
the undersigned and duly con-
sidered -

It is ordered that the terms
of disbursements objected to by
the defendant be wit.

"H. Heuer surveying premises in dispute \$15.00"

"W. A. Fuller surveying premises in dispute \$20.00"

"Flag & Chaimmen on said survey \$10.00"

and the same hereby are disallowed
with ten dollars costs which sum
is hereby allowed the defendant
as costs upon said appeal

Dec 28th 1875: J. M. Crosby

Judge of 1st Dist Acting

of December A.D. 1875- or as soon there-
-after as counsel can be heard
Dated Dec 2^d 1875- Yours &c

To Henry Hinds Esq
Atty for Plff

D.A. Brown
Atty for Deft

State of Minnesota,
Dist Court 5th Dist.
County of Carver.

Fredolph Burandt

vs

Swan Garaberg

Notice of appeal from
location of roots and
Notice of argument

due service of the
within notices by
copies thereof is hereby
admitted this 2^d
day of December 1875-

Henry Hinds
Atty for Plff
D.A. Brown
Atty for Deft
Filed Dec 2^d 1875.
S. A. W. 1875.
S. A. W. 1875.
S. A. W. 1875.

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

Adolph Burandt }
Agt } Notice of appeal
Swan Swanberg } from taxation of costs

Sir: Please to take notice, that the above
named defendant hereby appeals to
the said District Court from the taxation
of costs in the above entitled action
made by the clerk of said court for said
County of Carver, on or about the 20th
day of November A. D. 1875-
Dated Dec 2nd 1875.

Yours &c
To Henry Hinds Esq
Atty for Plff
D. W. Brown
Atty for Deft

Sir: Please to take notice that the
Appeal above mentioned, in the above
entitled action, will be brought on
for argument before the Hon F. M. Crosby
at the Court house in the City of Shakopee
in the County of Scott, State of Minnesota
at ten o'clock in the forenoon of the 13th day

District Court
Carver County

Adolph Burandt
^{vs}
Susan Swanberg
Defendant Appraiser

John Mayhew & Co. Appraisers,
Gayensbuhl
Attorneys

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Barth Schmidt
Appraiser & Attys

State of Minnesota
County of Carver } Be it known
that on this 21th day of March
A.D. 1876 came before me person-
ally - Sivan Swanberg, Samuel Anderson
and A. P. Anderson. To me well
known to be the same persons
who executed the foregoing bond
and each acknowledged that he
executed the same as his own
free act and deed.

John Olson
Justice of the Peace
State of Minnesota }
Carver County }

Samuel Anderson and A. P. Anderson
upon oath doth say each for him-
self that he is one of the parties
above named that he is a resident
and freeholder of Carver County
that he is worth two hundred and
fifty over his debts and liabil-
ities and the same exempt by
law from execution.

Subscribed and sworn Samuel Anderson
A. P. Anderson
before me this 20th day
of March A.D. 1876 }
John Olson
Justice of Peace }

Appealed to the Supreme Court
of said State from the judgment
entered in the above entitled action
on the 20th day of November
A.D. 1876.

Now Therefore, I the said
Sven Swanberg shall and does
pay all costs and charges which
may be awarded against him
in said appeal, and shall and
does not commit or suffer to
be committed ^{upon the property deposited in said} any waste, judgment
and if said judgment is affirmed
he will pay the value of the use
and occupation of the property from
the date hereof until the delivery
of the possession thereof pursuant to
the judgment.

In testimony whereof we have
hereunto set our hands and seals
the day and year first above
written.

In presence of
John Olson
Johanna Olson

Sven Swanberg
Daniel Anderson
A. P. Anderson ^{his} _{mark}

State of Minnesota
District Court Eighth Judicial District
County of Ramsey

Adolph Burandt

Against

Suan Swanberg

Know all men by these presents
that Suan Swanberg as principal and
Samuel Anderson & A. P. Anderson as
sureties are held and firmly
bound unto Adolph Burandt
plaintiff in the above entitled
action in the sum of two hundred
and fifty Dollars lawful money
of the United States to be paid
unto the said Adolph Burandt
his heirs, executors administrators
or assigns, for which payment well
and truly to be made and paid and
generally bind ourselves our heirs
executors and administrators, firmly
by these presents

Dated with our seals and date this
10th day of March A.D. 1876

The condition of this obligation
is such that whereas the above
named Suan Swanberg has

State of Minnesota
 County of Carver. Wm. H. Child being duly
 sworn says that he is one of the attor-
 neys for the within named defendant
 that he served the within notice on the within
 named Henry Heind's attorney for the Plaintiff
 by depositing a true copy thereof in the post
 on the 20th day of March 1876.
 at Shakopee Minn duly enclosed
 in an envelope and addressed to said
 Henry Heind at Shakopee Minnesota
 and fully prepaid the postage thereon
 Subscribed and sworn to Wm. H. Child
 before me this 23rd day of March 1876

G. Wrayenbuhl
 County Clerk
 Carver County

Quincy Court
 Carver County

Joseph H. Burdett
 vs.
 Susan Sevensburg
 Justice of Appeal

Filed March 23rd 1876
 G. Wrayenbuhl
 Clerk

1876

Wm. H. Child
 atty for Appellant

State of Minnesota
District Court Eighth Judicial Dist.
County of Hamer

Adolph Baranetz
Against
Susan Sanderberg

Sir. Please to take
notice that the above named defen-
dant appears to the Supreme Court
of the State of Minnesota, from the
judgment entered in said action
on the 2nd day of November
1875

Dated March 10th 1876

Baxter & Child
Attorneys for Applicant

To Henry Hinds
Attorney for Plaintiff

And
C. Krayenbuhl, Clerk of said court

STATE OF MINNESOTA.
SUPREME COURT,

Adolph Guinault
Respondent

vs
Swan Swenberg
Appellant

COPY OF ORDER OF DISMISSAL.

Filed *Jan 8th* A. D. 1877
Edw. C. Tracy Clerk.

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Henry Smith
Counsel for Respondent.

State of Minnesota,
SUPREME COURT.

Joseph Buzmanat
Respondent
vs.
Ewan Swanberg
Appellant

It appearing from the affidavit of Henry Thylis Esq.,
Shakopee Munn' Attorney for the above named respondent, filed in the
Clerk's Office of this Court, on the Second day of January
A. D. 1877, that more than sixty days have elapsed since the appeal from the
Judgment in the above entitled

cause was taken and perfected, and that twenty days have passed since the service, by
respondent, of a notice in writing upon said appellant, requiring a proper return to said
appeal to be made by the Clerk of the District Court of the Eighth Judicial
District, sitting within and for the County of Curry.

and cause the same to be filed with the Clerk of this Court. And it also appearing from
the certificate of the Clerk of this Court, that no return to said appeal has been filed in
his office, as required by the rules of this Court, it is consequently deemed that the appeal
herein has been abandoned by said appellant. It is therefore here and hereby

ORDERED, That the said appeal be, and the same hereby is, dismissed for want of
prosecution, with costs, taxed at the sum of ¹¹⁰/₁₀₀ Dollars.

Entered this Second day of January A. D. 1877

Attest, By the Court,
Samuel McKee Clerk.

STATE OF MINNESOTA,
SUPREME COURT.

Samuel McKee Clerk of the Supreme Court aforesaid,
do hereby certify, that the foregoing is a full and true copy of the order of said Court
dismissing the appeal in the cause therein entitled, as appears from the original, remain-
ing of record in my office.

Witness my hand and the seal of our said Supreme Court,
at the Capital, in the City of St. Paul, this 2d
day of January A. D. 1877
Samuel McKee Clerk.

State of Minnesota
District Court
County of Carver.

Adolph Burandt
vs
Shan Swenberg,

Judgment Roll.

Judgment \$64.02
Costs.

Given, November 11th 1875
Guthrie, Minn.
Clerk

Wm. Hinds atty for Shn
Guthrie, Minn

3. in a direct line towards the Quarter Section post
on the West line of said Section, nineteen chains
and sixteen links (19.16), thence North Seventy
Seven links (0.77), to the Quarter Section line, thence
East to the place of beginning, all being in the
South West Quarter of Section fourteen, and that
the plaintiff Adolph Burcinott be put into
possession thereof.

And it is further adjudged and
determined that the plaintiff recover of the defendant
herein his costs and disbursements in this action
taxed at the sum of sixty four and 02/100 dollars,
and that he have all lawful process for the full
execution of this judgment.

4. Dated November 20th A.D. 1895.

By the Court:

G. H. Grayenbuhl

Adm. R.

1. State of Minnesota
County of Carver My District Court
1st Judicial District.

Adolph Berandt
against
Ewan Swanberg. My Judgment.

This cause having been tried by the Court and the findings of the Court therein having been filed whereby the issues in this action are found in favor of the plaintiff and against the defendant herein, for the recovery of the premises described in the Complaint.

Now therefore, on motion of Henry Hinds, plaintiff Attorney, It is adjudged and determined that the plaintiff recover of the defendant the premises described in the Complaint therein, and that the defendant Ewan Swanberg be ejected and removed from the said premises situate lying and being in the said County of Carver, described and bounded as follows, to wit:

Commencing at the Center of Section fourteen (14) Township one hundred and sixteen (116), Range twenty five (25) in said County of Carver, and running from thence South along the quarter section line between the South East and the South West Quarters of said Section, one chain and fifty four links (154), thence in a Westerly direction.

State of Minnesota
District Court 8th Dist
Carver County

Adolphus Burundt

vs

Swan Swanberg

Defts Objections
to taxation of costs

Filed November 19th 1895
Guthrie & Hubbell
Clerks

= 183 =

D. A. Brown
Atty for Defs

State of Minnesota } District Court
County of Carver } Eighth Dist

Adolph Burandt }
Against } Defts objection
Swan Swanberg } to taxation of costs

The above named defendant hereby
objects to the taxation & entry in the
Judgment in said cause of the three
last items mentioned & set forth in the
Plaintiffs foregoing notice of taxation
of costs: to wit: That of

"H. Lehever Surveying premises in dispute \$15.00"
"W. A. Fuller Surveying premises in dispute 20.00"
"Flag & chainmen on said survey 10.00"

Upon ^{by law} the ground that said items
are not ^{by law} taxable costs in said action
Dated Nov 19th 1876

D. A. Brown
Atty for Deft

District Court
Carver County

Adolph Burandt

by
Swan Swanburg

Notice of taxation
of costs

Copy

Adolph Barand
v

Swan Swander

Pebs costs

Service of the within
bill of costs and notice
of taxation is admitted
this 18th Nov 1874.

D. A. Brown
Solicitor atty

Witness my hand and seal
this 19th Nov 1874
G. H. H. H. H.
Solicitor

183

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

Adolph Burandt }
Against }
Swan Swanburg }

Plaintiffs Costs,
L. L. M & S. A. Brown
Atty for Def.

Take notice that
at ten o'clock in the forenoon of the 20th
day of November A.D. 1875 at the office
of the Clerk of this Court at Chaska
in said County of Carver, application
will be made to tax the plaintiffs
costs herein to-wit:

Statutory costs	\$10.00
Service summons & Mileage	1.60
H. Cheever witness one day and Mileage	1.12
H. Cheever. Surveying premises in dispute	15.00
P. A. Fuller. Surveying premises in dispute	20.00
Flag & Chainmen on said Survey	10.00
Clerks fees to be added	6.30
Henry Hinds	\$64.02
Pepps attys	

County of Scott

Adolph Burandt being duly sworn
says that he is ~~one of the attorneys for the~~
plaintiff in the above entitled action

that the foregoing items of disbursements
have been necessarily incurred in the
prosecution of this action; that in
prosecution of this action it was
necessary to procure on the part
of the plaintiff a survey of the
premises in controversy by ²competent
and practical surveyors, with ex-
aminer and chainmen to assist them
and that W. A. Fuller, and Henry Chever
were such surveyors and that each
of them made a full, careful and accurate
survey of said premises, and plots and certificates
thereof, which were material as evidence
on the trial of this action and which was
~~was~~ necessarily so used as evidence on the
part of the plaintiff on the trial of
this action, and that plaintiff-deponent
paid for such survey said respective
sums, which was reasonable, and necessary
and that such surveys were necessary and material
in the prosecution of this action; and
that each and all of the items of said dis-
bursements have been necessarily incurred
by the plaintiff in the prosecution of this
action.

Subscribed & sworn before me Adolph Kuran
this 15th Nov 1879

Henry Bonds

Notary Public

Adolph Barand

✓

Swan Swarley

-

-

Notes of Substitution
of atty of Pubb

Service hereof by
copy admitted

Nov 18. 1875-

D. A. Brown

Lefts atty

Filed November 19th 1875,
Eschrajenbuhl
Schubert

-183-

District Court Lawrence County

Adolph Burnandt
v
Susan Swanberg

To L M & D A Brown }
Left city }

Take notice
that Henry Hinds of Stockholm is
hereby substituted as attorney for the
plaintiffs in the above entitled action
in place of Baxter & Peck
Dated Nov 15th 1874

Bapt v Pick
Pepps atty

State of Minnesota.

District Court, Eighth Judicial District.

County of Carver

Adolph Burandt

vs

Swan Swanburg

The parties in this action waived a jury trial thereof and the same was tried before the Court without a jury at the term of the District Court held in & for the County of Carver in the month of April 1874.

The proofs and allegations of the respective parties being duly considered, the following are found to be the facts of the case.

At and before the time of the commencement of this action, the Plaintiff was the owner in fee of Lot 5 in Section 14 in Township 116 N. of Range 25. West, situate in the said County of Carver. At and before the same time the Defendant was the owner in fee of Lot 2 in the same section. Lot 2 lies north of & adjoining Lot 5, and the rights of the respective parties to the small parcel of land in controversy between them in this action, depends upon the true location of the quarter line east & west across said Section 14. The quarter post on the east line of said Section would be, ^{just where the} is a lake which is meandered, as is also the point where the north East section post would be.

The Plaintiff caused a survey to be made by a professional surveyor who, as a witness, verifies its accuracy, and who in making it, was aided ~~was aided~~ by another professional

surveyor, for the purpose of fixing the location of the quarter line East and west across said section 14, which includes the line between said Lots 2 and 5. - the Plaintiffs land and the Defendants. That survey was made upon the ice while the lake was frozen over. Those surveyors commenced their survey at the meander point on the south shore of said lake on the East line of said section 14. They run thence north along said line to the meander point on the north shore of said lake which was on the line between sections one and two in said township. They then ascertained the location of the north line of said 14, which is wholly within the lake, by running a right line ^{between} ~~from~~ the meander points on the East and west sides of the said lake. That line included the north line of said section 14. At the point where that line intersected the line between the meander points on the north and south shore of the lake, (above mentioned) they fixed the section port, - determined that it was the point where the North East corner port of said section 14 should be located. They then by measurement located ^{the point where} the quarter port ^{should be} on the East line of said section, at a point equidistant from the point so fixed on the ice as the North East Corner of said section, and the South East section port of said section. They then ran a right line from ^{the} ~~the~~ ^{government} quarter port on the west line of said section 14 to the lake shore in exact direction of ^{point where the} the quarter port should be as fixed by them on the ice as above stated. This they determined to be the true

quarter line east and west across said section 14. If that determination be correct, it is the true line between the Plaintiff's land and the Defendants. By that line the land in controversy belongs to the Plaintiff, and he claims under it. - A map or plat showing that line, made by the surveyor who ^{as a witness} verified the accuracy of said survey, is hereto annexed, marked "A."

The Defendant, denying that the line located by the said survey is the true one, caused another survey to be made, by another professional surveyor, who, a witness verified the accuracy of his survey, for the purpose of fixing the true location of the East and West quarter line across said section 14, and then the true line between his land and the Plaintiff's.

In making his survey, the surveyor then employed by the Defendant commenced at the section post at the South East Corner of said section, and ran thence north along the East line of said section to the meander post on the South shore of the Lake. He measured the distance between the said section post and meander post, and found it to be 25.95 Chains. By the Government survey or measurement the distance between the same two posts was 27.20 Chains. - a difference of 1.25 chains, or five rods. To fix the point on that line where the quarter post or corner should be in the Lake, he deducted from the distance between that meander post and the ~~post~~ quarter corner in the Lake, in the same proportion that he by his measurement ^{found the distance} to be less than that of the government survey, between the said section and meander posts. - To be more definite and explicit. The difference between his and the Government measurements between the said section & meander posts was 1.25. - By the Government measurement it would require 12.80 Chains to be added to the 27.20 Chains

to make up the 40 Chains, to reach the point on the line in the Lake where the quarter post or corner should be. By his own measurement it would require 14.05 Chains north of the meander post to reach the terminal point of 40 Chains on that line north of the said section post. He did not allow either the 12.80 Chains or 14.05 Chains north from the meander post in fixing the north East Corner of the South quarter of said section, but he deducted 59 links from the 12.80 Chains required by the Government survey, and thus fixed the point for such quarter corner on that line in the Lake 12.21 Chains north of the said meander post, and, by his measurement, only 38.16 Chains from the said section post. - He then ran a line from the quarter post on the west line of said section 14 ^{to the Lake} East in exact direction towards the point which he had so fixed for the quarter post or corner in the east line of said section. If the point so fixed by this surveyor as the true location of the quarter post or corner in the east line of said section, be the true one, then the quarter line East and west across said section, is the true one and the true line between the said lands of the Plaintiff and Defendant. By that line the land in controversy belongs to the Defendant and he claims under it. - A map or plat of that line made by the said surveyor together with his field notes of his said survey, is hereto annexed marked "18."

The Defendant is in possession of the parcel of land in controversy in this action, claiming ^{it} as part of said Lot 2.

The legal conclusion to be established in this action depends upon the answer to this question, - is the point in the lake on the east line of ^{said} section 14, fixed by the said

survey on the ice as the location of the quarter post or corner on said section line, the real and true point where said quarter corner should be? If it is the true point where said quarter corner should be, then the land involved in this controversy belongs to the Plaintiff and he is entitled to recover in this action. If that is not the true point for said quarter corner, then he has failed to establish his title to said land, and it matters not whether or not such point was truly fixed by the survey which the defendant caused to be made. The action is Ejectment and the title to the land in controversy is put in issue by the pleadings. The Plaintiff must therefore recover upon the strength of his own title or not at all. It is immaterial who owns the land, in case the Plaintiff has failed to prove that he is himself seized of a proprietary title to it.

It would seem that the point fixed by the said survey on the ice, as the north East corner of said section 14 must of necessity be the true point for such corner, and consequently that the point on the East line of said section exactly equidistant from that point and the south East section post of said section (as fixed & located by the said survey on the ice) must be the true point where the quarter post or corner in the East line of the said section, should be located. Such is the conclusion, although it is not arrived at without considerable doubt, and embarrassment. From such conclusion it follows that the Plaintiff has established his title to the land in controversy, and is therefore entitled to judgment.

Dist. Court. 8th Dist.
County of Carver

Adolph Bierandt

vs
Swan Swanburgh

Court's findings.

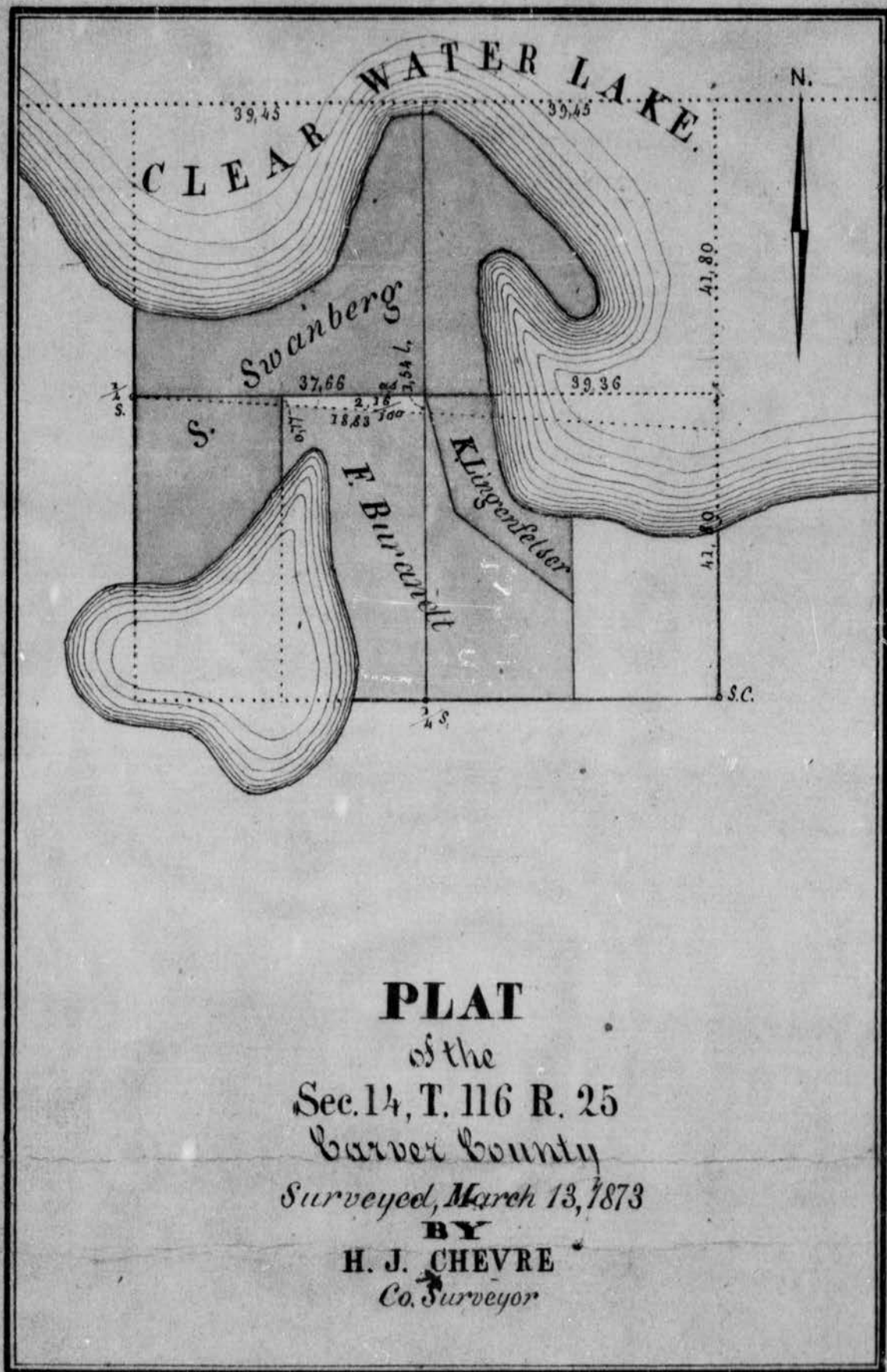
Filed October 19th 1874
G. W. Mayentuhl
Clerk

—183.—

for the relief by him in and by his complaint demand-
ed. Let judgment in favor of the Plaintiff against
the Defendant be signed and entered in this action accord-
ingly. Dated October 17th 1844.

By the Court,

A. G. Chafield,
Judge &c.



89.16 44.16
41.90
3.6

field notes of the survey of the East and West quarter
section line of section 14 in Township 116 North of Range 23 West.

With compass adjusted at a variation of $10^{\circ} 30'$ East, I commenced
at the corner to sections 13, 14, 23 & 24, ~~thence~~ North on a
random line between sections 13 and 14, at 35.93 chains inter-
sect meander corner No 7 on Racine Lake, 11 links West of post.
Calculating the variation for the true line I find it to
be $10^{\circ} 15'$ East; also to find the point for the quarter sec.
corner between sec. 13 & 14 in this lake, I calculate the pro-
portions, 27.30 chains Government measure: 35.93 chains
measured found = 40.00 chains Government measure: x ;
making $x = 38.16$ chains being the distance from the section
corner to the quarter section post according to my measure
and equal to 40.00 chains Government measure; Therefore
subtracting 35.93 chains from 38.16 chains, the remainder
is 2.21 chains which is the distance to be measured
North from meander corner No 7 to the point for the
quarter section corner. From meander corner No 7, compass
adjusted at $10^{\circ} 15'$ East, I run North on the true line
between sections 13 and 14, 2.21 chains to the point for
see next page

the quarter section corner. Thence West on a random line,
(with compass adjusted at a variation of $9^{\circ} 33'$ East) at
76.25 chains entered quarter section corner between sections 14 & 15
433 links South of post. Thence with corrected variation $6^{\circ} 36'$ East
I run East on the true line and establish the same.

Hercules the 6th of March 1874.

John O. Brunius
Surveyor.

- State of Minnesota
Dist. Court - & the Dist.
County of Crow.

Adolph Bernhard, } answer
Stine Stenborg, }

The Diploma this action denies
 void and every allegation in the
 Alvin-Luffs Complaint is Contained

L. M. & D. A. Brown
Atty's for Def't

We may desire to annul
our answer ~~when~~ we more
fully understood our Child's
Case -

Spence & Breun

Adolph Freundt
Mr
Ernst Stranberg

Answer,

Julius, April 10th 1874
Göttingen
clerk

State of Minnesota } J. G. O'Connell, duly sworn says
 County of Hennepin } that he did on the day of August
 1873, serve the within summons upon the within named
 Swan Swanberg defendant herein in said town & county Minn
 by then and then traveling to and leaving with him
 a true copy hereof that he knows the said defendant
 to be the identical person named him and the person
 upon whom said service was made.

Subscribed & sworn to this
 26th day of August 1873

A. O. Hansen
 Notary Public

John G. O'Connell

STATE OF MINNESOTA,

County of Hennepin

District Court,

8th

Judicial District.

Adolph Pirman

Swan Swanberg.

SUMMONS.

Complainant

Original

Filed August 24th 1873.

Foray entered
 Clerk

August 24th

Attorney.

Printed

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

W. C. Christian

Min.

STATE OF MINNESOTA,

DISTRICT COURT,

County of *Carver*

ss.

8th

Judicial District

Adolph. Burand

- vs -

Swan Swenberg

SUMMONS.

THE STATE OF MINNESOTA,

To the above named Defendant.

You *Swan Swenberg* 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 *Sat* *Chin* office in *Chaska*

Chaska in the County of *Carver* 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 *apply to the Court for the relief demanded in the Complaint*

Dated

A. D. 187

Boxter and Peck

Plaintiff's Attorney.

Chaska

Minn.

Folio 1 State of Minnesota } Le Sueur County,
Dist. Court & Juri }

Adolph Burana }
- vs - } Complaint
Swan Swanson. }

The Plaintiff for Complaint in the above entitled action states and shows to this Court: That for more than one year last past said Plaintiff has been and still is the owner in fee of the following described land and real estate situated lying and being in the County of Le Sueur Minnesota viz; Commencing at the center of Section fourteen (14) Town One hundred and sixteen (116) Range Twenty five (25) in said Co. and running from thence south along the quarter section line between the South east and the South west quarters, of said Section, One Chain and fifty four links (1,54) thence in a westerly direction in a direct line towards the quarter section past on the west line of said Section nineteen Chains and sixteen links (19.16), thence north seventy seven (0.77) links, to the quarter section line, thence east to the place of beginning all being in said Section fourteen. Plaintiff further says that he is entitled to the immediate possession of said herein described premises, that said Defendant

13

Ulysses Phillips

20-
Swan Swamung!
Corroliand.

*John August 29th as 1873.
C. W. H. M. J. C. H. M. J.*

183

Asylum
Ally for Plaintiff

No.

761

DISTRICT COURT,
CARVER COUNTY, MINN.

Adolph Burandt

Plaintiff.

vs.

Herman Swanberg

Defendant.

Baxter & Peck

Plaintiff's Attorney.

L. M. & D. A. Brown

Defendant's Attorney.

Date of Entry August 27, 1873

Court Reporter A Page 183

Term Tried April General, 1874

Judgment for Plaintiff

Amount of Judgment \$ 64.02

Date of Judgment November 20, 1875

Minute Record A Page 453

Default Judgment Book Page

Date of Docketing November 20, 1875

Judgment Record A page 228

No. 762

DISTRICT COURT,
CARVER COUNTY, MINN.

Henry R. Denny Administrator
of the Estate of John Gustafson
Plaintiff.

vs.

Edward Kroenke
Defendant.

Samuel Fowler
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry August 29th, 1873

Register of Actions "A" Page 184

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

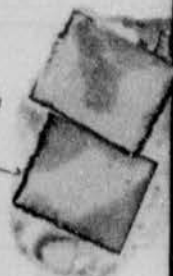
Date of Docketing 1

shall pay all costs that may be awarded to said
Defendant Edward Krenke and all
damages which the said Defendant may sustain
by reason of the attachment not exceeding
the sum of Five hundred dollars.

Then this obligation shall be void otherwise of
force.

Signed Sealed and Delivered
in presence of -
Howes
Wm. Dutoit

H.R. Denny
Geo. A. Dutoit



State of Minnesota }
County of Carver }

Be it known that on
this 15th day of

August A.D. 1873 personally appeared before
me Henry R. Denny and George A. Dutoit
to me known to be the same
persons described in and who executed the
foregoing bond and each for himself
acknowledged the same to be his own free
act and deed.

H.R. Denny
Geo. A. Dutoit
Justices of the Peace

State of Minnesota,
County of Ancker

District Court
8th Judicial District

Henry N. Denny
Administrator of the
Estate of John Gustafson - deceased
against
Edward Kroenke

Bond for Detachment

Know all men by these presents that
we Henry N. Denny as principal and
George A. DuLoit as surety are held
and firmly bound unto Edward Kroenke in the
above entitled action in the sum of Five hundred
dollars -

lawful money of the United States to be paid unto the
said Edward Kroenke 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 29th day of
August A.D. 1873

The condition of this obligation is
such that, whereas the above named Plaintiff has
applied for a writ of Attachment against the
property of Edward Kroenke the Defendant
in said action, and has filed an affidavit
pursuant to the Statute in such case made and
provided - now, therefore, if the said Plaintiff

District Court
County of Dover

Henry K. Denney
Administrator
against
Edward Kneuke

Bond for Attachment

The within bond &
the surety therein are
herely approved.

Dated Augt 29th 1843

A. G. Chatfield
Jlcs Aug 29th 1843. Judge
W. H. Wainwright Clerk.

Howe
184
Plaintiff's Attorney

State of Minnesota
County of Carver

George A. Dutoit.
The Dutoit named in and
who executed the foregoing Bond

being first duly sworn doth for himself
depose and say that he is a resident
and freeholder of the State of Minnesota,
and worth the amount of Five Hundred
Dollars -

Above his debts and liabilities and believing
of his property exempt from execution.

Subscribed and sworn to
before me on this
29th day of August A.D. 1873

Geo. A. Dutoit

Peter Michels
Justices of the Peace,

Writ of Attachment may be allowed and issued against the property of said Defendant according to the Statute in such case made and provided; and deponent further says that no previous application for such Writ, or for an order therefor, has been made in said action, and further says not.

Subscribed and Sworn to before me,

On this 29th day of August A. D. 1873

Geo A. Dutton
Notary Public
Carroll Co
Main

H. R. Denny

Page 184 Reg. a.

District Court.

Sept. 1873 Judicial District.

County of Carroll

H. R. Denny

Agent

Edward Bunker

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, August 29th 1873

A. G. Christfield

Judge of Dist. Court.

Filed, August 29th 1873

D. D. 1873.

W. W. Wrentham

Clerk of said Court.

Robert

Plaintiff Attorney.

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

184.

State of Minnesota,

DISTRICT COURT,

County of Carver

ss.

Judicial District.

Henry R. Denny - Administrator of
The Estate of John Gustafson - deceased
- against -
Edward Kroenke

Defendant

Affidavit for Attachment.

STATE OF MINNESOTA,

County of Carver

ss.

Henry R. Denny

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

H. Denny

Plaintiff in the above entitled action which is brought for the recovery of money, and that a summons has been issued in said action. That a cause of action exists against the Defendant

Edward Kroenke

and in favor of said Plaintiff; that the amount of the Plaintiff's claim in said action is Two hundred and thirty eight ³⁴/₁₀₀ Dollars, and the ground thereof is as follows, that is to say:

Two goods sold and delivered by the said Plaintiff to the said Defendant, ^{at his request} on the nineteenth day of July A.D. 1873 to the amount of two hundred and thirty eight dollars and thirty four cents.

And that The said Defendant has departed from the said State of Minnesota with intent to defraud his creditors.

Wherefore the Plaintiff prays

No. 762

**DISTRICT COURT,
CARVER COUNTY, MINN.**

*Henry R. Perry Administrator
of the Estate of John Gustafson*
Plaintiff.

vs.

Edward Krosenke
Defendant.

Samuel Fowler
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *August 29th, 1873*

Register of Actions *"A"* Page *184*

Term Tried *1*

Judgment for

Amount of Judgment \$

Date of Judgment *1*

Judgment Book Page

Default Judgment Book Page

Date of Docketing *1*