



[Minnesota.](#)  
[District Court \(Carver County\).](#)  
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No. 779

DISTRICT COURT,  
CARVER COUNTY, MINN.

Leonard Grabe and Edmund Koetz  
partners as Grabe & Koetz  
Plaintiffs.

vs.

John W. Hugg & Wm B. Griswold  
Defendants.

Baxter & Peck  
Plaintiff's Attorney.

W. B. Griswold  
Defendant's Attorney.

Date of Entry October 6th, 1873

Register of Actions "A" Page 90

Term Tried October Term 1873

Judgment for Plaintiff

Amount of Judgment \$ 72 74

Date of Judgment October 22nd 1873

Minute Record "A" Page 337

Default Judgment Book \_\_\_\_\_ Page \_\_\_\_\_

Date of Docketing October 22nd 1873

Judgment Record "A" page 174

In Justice's Court.

County of

Before

Justice of the Peace.

By

Beatrice

AGAINST

Wally

J M M O N S.

*John, Detroit, Mich 1873*  
*Wally*  
*Wally*

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

State of Minnesota ss I hereby certify and return that I served the within  
County of Carver writ by reading the same to the named  
John W. Gregg, & W. H. Schenck, on the 8 of Aug. A.D. 1873  
and delivered a copy thereof at Chaska, Carver County.

W. Schenck Constable

202325  
Aug 20  
1873  
60

State of Minnesota,  
County of *Carver*.

THE STATE OF MINNESOTA.

To the Sheriff or any Constable of said County:

You are hereby commanded to summon *John W. Gregg & W B Griswold*  
*partners under name Gregg & Griswold*  
if they 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 *10<sup>th</sup>*  
day of *August* 1873 at *10* o'clock in the *fore* noon,  
at my office in *Chaska* in said County  
in the said County, to answer to *Sonora Grates & Elvira Soety*

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

Given under my hand this *6<sup>th</sup>* day of *August* A. D. 1873

*J. A. Sargent*  
Justice of the Peace.

*appeared to Soety Aug 23 at 10 A.M.*



I hereby certify that I have summoned  
this jury on the 23<sup>rd</sup> day of August  
1873

Fees summons jury	100
travel	60
Subpoena Witnesses	45
Travel	30
Tending court	$\frac{100}{3.35}$

*Wm. H. Webb*  
*Wm. H. Webb*  
*Wm. H. Webb*

4998

To any livestock of said County -  
Dues are hereby commuted to  
summons the following - names to  
make a day -

Thomas Schütz - Hagebert Kirtz -  
Peter Pass - George Fuchs - Joseph Ess  
Wm Acks - William Brinkhaus  
W. A. Sargent

W. A. Sargent  
W. A. Sargent

I hereby return that I have  
Subpoena on the 23<sup>rd</sup> day of August  
Henry Linnenfesser Peter Bartel By  
Kinnery ready to this Subpoena to them

John, Linnenfesser  
Kinnery ready to this Subpoena to them

John

[SUBPOENA.]

SUM

by PIONEER PRINTING COMPANY, St. Paul.

STATE OF MINNESOTA,

County of Carr

SS.

P. Linsellson - P  
Baxter - Henry Kuning

You are hereby requested to appear before the undersigned, one of the  
Justices of the Peace in and for said County, at Chaska  
on the 23<sup>rd</sup> day of Aug A. D. 1873 at  
..... o'clock, in the ..... noon of said day, to give evidence  
in a certain cause, then and there to be tried between .....  
Grater + Sutig Plaintiff  
and Wright + Winance  
Defendant, on the part of the Def

Given under my hand this 23 day of Aug 1873

J. W. Langmuir  
JUSTICE OF THE PEACE



State of Minnesota In Justice Court  
County of Cass } Before Supt. Just.

Leonard Grolz & Edmund Grolz - partners  
vs

John W. Carey & W. B. Grimmer

The defendant in  
the above entitled action for answer  
to the Complaint in said action  
~~defends and says that said Plaintiffs~~  
denies all and every allegation in said  
complaint mentioned except as herein-  
after stated. And for further defense  
says that the said Defendant em-  
ployed the said Plaintiffs to put up  
a brick building in the village of  
Chaska known as the Bartle Build-  
ing, that said defendant hired said  
plaintiffs as expert and skillful  
workmen and he agreed to pay therefore  
the high and compensatory wages  
of not four dollars per day; that said  
~~said~~ Plaintiffs implicitly contracted with  
said Defendant to do their work in  
a skillful and workman like man-  
ner, but that disregarding their con-  
tract they so erected that building as  
to cause to the defendant an actual  
loss of a large sum of money, to wit

The sum of \$51.10, That the said plaintiffs worked on the said building 19 1/2 days as alleged in the complaint That said defendants paid the said defendants the sum of money stated in plaintiffs complaint and That at \$4 per day there would be due the said sum of \$47, but That This defendant claims a discount on account of the said damage & This amount of \$51.10 being the amount retained by the proprietor of the building as his damage. - That said defendants admit the difference between the sum of \$47, and the sum of \$51.10 to wit the sum of \$15.90 to be due said plaintiffs and hereby testify that said sum of money in open court to said plaintiffs and defendant avers That the said damage consists in building said the cellar of said building out of square causing an ugly and unsightly appearance at the rear end of the said building, and making said building 2 inches shorter than the contract called for, That said Plaintiffs were wholly responsible for said damage, which damage the defendants claim the said sum of



In Justice Court  
Cass County

Gratis and Gorts

- 22 -  
Gregg and Griswold.

Answer

Filed Aug 23/73

J. A. Sargent  
Justice Clerk

Filed, October 15, 1873,  
Gibbs and Gorts  
Attorneys

Wm. B. Griswold  
Atty for Gorts

\$31.10, and says the court from  
judgment of account, & with in  
the sum of said \$31.10, to be set off  
against the said claim of said plain-  
tiffs. Besides the costs of this action.

State of Minnesota  
County of Cass

J. W. Gregg

J. W. Gregg, one of the  
deponents in said action being  
duly sworn deposes and says that  
the foregoing answer is true to his  
own knowledge except as to matters  
therein stated as information and  
belief and as to these he believes  
it to be true.

Subscribed and sworn to

before me this 23<sup>d</sup>

day of August 1873

J. A. S. [Signature]

Notary Public

State of Connecticut  
County of Laramie

Leonard Grotz & Edward Grotz, partners as  
Grotz and Grotz

John W. Gregg, and W. B. Griswold

partners doing business as Gregg & Griswold.

The Plaintiff for defendant herein  
states and avers that for more  
than one year last past said  
Plaintiff have been and still are  
partners doing business as Grotz  
and Grotz, that said defendants  
are and for six months last  
past have been partners doing  
business as Gregg & Griswold.

That hereupon to wit between  
the 22-day of July 1893, and the  
7-day of August 1893, said Plaintiff  
did at the special instance and  
request of said defendants do and  
perform work and labor for  
said defendants at the agreed  
price of one dollar for the sum of \$4.<sup>00</sup>  
per day, for the term of 19 1/2 days  
amounting in all to the sum of \$78.<sup>00</sup>  
which said defendants promised to  
pay, that said defendant has  
not paid the same or any  
part thereof except the sum of



Thirty one dollar <sup>10</sup>/<sub>100</sub> per dollar  
(#31.00) that is. twenty three hundred  
brick at \$7.00 per thousand,  
and the sum of \$15.00 in money  
amounting in all to the sum of  
\$31.10, that there is now due  
and owing said Plaintiff, through  
the sum of \$47.00.

Wherefore Plaintiff demand judgment  
against said Defendant for the  
sum of \$47.00 and interest thereon  
since the 7<sup>th</sup> day of August 1873.  
besides costs of suit.

State of Minnesota  
County of Le Sueur <sup>3<sup>rd</sup></sup>. Leonard Grotz  
very duly sworn says that he  
is ~~one~~ of the sons of brother Grotz  
Plaintiff, him that the family  
confront is born of his wife and by  
me called, Leonard Grotz

Sworn & subscribed to  
before me this 12<sup>th</sup> day of Aug -  
1873 W A Sargent  
Notary Public

Samuel Bates et al  
agrs  
John W Baegg et al

---

John Bates et al  
Gibbsburg  
Delaware

John W Baegg et al  
Bates  
Bates

1  
Known all men by these presents that - we John W Gregg  
and Henry Searing + Ferdinand Wolff  
as sureties are held and firmly bound unto Leonard  
Baker and Edmund Gately their executors - Adminis-  
trators and assigns in the sum of one hun-  
dred dollars. to which payment well and truly  
to be made we hereby bind ourselves and each of  
our heirs - executors Administrators jointly by  
these presents - Witness our hands and seals  
this 29<sup>th</sup> day of August - 1873

The condition of  
the above obligation is such that whereas the  
said J W Gregg appeals to the District Court  
in & for said County from a certain Judgment  
rendered by ~~said~~ J A Sargent a Justice of  
the Peace on the 23<sup>rd</sup> day of August - 1873 wherein  
Leonard Baker and Edmund Gately were  
plaintiffs and J W Gregg - and W B Brining  
were defendants. in favor of said Plaintiffs  
and against said defendants for the sum  
of \$147 and costs -

Now therefore  
if the said appellant - shall prosecute this said  
appeal with effect and while the order  
of the Court thence then this obligation  
to be paid - otherwise to remain in full force and  
effect -

Signed stated in presence of, and  
the sureties above named approved  
by me this 29<sup>th</sup> day of August -  
1873 - J A Sargent -  
Justice of the Peace

J W Gregg  
Henry Searing  
Ferdinand Wolff

SS

SS

SS



Freud am 29/73  
H. A. S. am  
M. A. S.

Freud, October 1873  
G. A. S. am  
M. A. S.

Edward Isakson &  
Edward Isakson  
against -

John W. Gregg &  
Mrs B. Isakson

The Justice Court  
before J. A. Sargent -  
Appeal

State of Minnesota } ss  
County of Lacrosse }

John W. Gregg one  
of the defendants in the above entitled action  
being duly sworn says that he appeals to the  
District Court, in and for said County  
from the Judgment rendered in said  
action by said Justice of the Peace on the  
23<sup>rd</sup> day of August 1873 in favor of said  
Plaintiffs and against said defendants  
for the sum of \$47 cents -

And  
that said appeal is made in  
good faith and not for the  
purpose of delay -

Sworn and subscribed  
to before me this 29<sup>th</sup>  
day of August 1873  
J. A. Sargent  
Justice of the Peace

J. W. Gregg

See notice of the institution  
notice of a friend acknowledged  
by copy of institution this 29th  
August - 1873 -

Baptist & Reformed  
Churches of N.Y.

Filed, October 1st 1873  
G. H. Raymond  
Secretary

Samuel Harris &  
Edward Suetz -  
                    against  
John W. Gregg &  
Mrs B. Griswold

in Justice Court  
before J. A. Searns  
Justice of the Peace  
Cam Co Minn

To Baxter and Peck. Attorneys for the  
Plaintiffs & who appeared for them in above  
entitled action before J. A. Searns Justice  
of the Peace on the 23<sup>rd</sup> day of August  
1873 -

Sent. Take notice that  
the above named defendants John W.  
Gregg and Mrs B. Griswold appear to  
the District Court next to be holders in  
and for said County from the Judgment  
rendered by said Justice in above entitled  
action August 23 1873 in favor of said  
Plaintiffs and against said defendants  
for sum of \$747 and costs of said  
cause that said appeal is taken when  
questions of  
both law and fact  
involve this 29<sup>th</sup>  
day of August  
1873 -

J. H. Gregg



gratis et al  
agth  
Gregg & ch

Complam

Piece in this book  
Aug 23 1873  
J A Sargent  
Justice Peace

John, Walter & Co 1843  
Guthrie & Co  
Cherry

State of Minnesota } In Justice Court before  
County of Leavenworth } J. A. Sargent - Justice

Edward Grater &  
Edward Soety  
against  
John W. Bregg and  
William B. Briswold  
Parties under name of Bregg & Briswold

1873

Aug 8<sup>th</sup> Summons issued dtd to Mathew  
Nicholas Schramm Constable  
returnable Aug 16 1873 at 10 o'clock AM

" 16 Both parties appeared - Jeph  
called for adjournment for one week,  
Both parties stipulated that the pleadings  
may be filed on the adjourned day -  
Case adjourned to Aug 23<sup>d</sup> 1873 at  
10 o'clock AM -

23 Both parties appeared - Plff by Baxter  
& Pick Jeph by W. B. Briswold -  
Jeph moved to dismiss on ground  
that no place is mentioned in Justice  
ticket for the adjournment - overruled  
Entered - Complaint & answer on file

#16 deposited  
in Court

over



Pffs demanded a jury of six. Whereupon  
Mathias Legely ben entered the names of 18  
persons qualified to serve a Jury. The  
Plaintiff & Defendant struck off six  
names each, leaving the following persons  
as Jurors. Thomas Schultzy - Degerbut  
Kirker Peter Foss Joseph Foss - Mrs Brinkham  
who were duly sworn a Jury -

J. W. Isrugg. Henry Betty. Peter  
Bartel sworn on behalf of Pff -

Leonard Isratis Betty.

sworn on behalf of the Deft. -

After the  
testimony was all in Mrs B. Isrived  
addressed the Jury for Deft. & H. J. Pick  
for Pff. After which Constable Legely  
was sworn to take charge of Jury -

Jury retired to deliberate on their verdict  
After an absence of about twenty minutes

Jury returned into Court with a  
verdict of forty seven dollars against  
the said defendants and in favor  
of said Plaintiffs. Whereupon  
I hereby render Judgment against  
said defendants and in favor  
of said Plaintiffs for the sum  
of forty seven dollars and costs -

Costs -

Constable M. Schomborn

Three summons

Constable M. Legely

Jury \$1 - travel 60

State of Minnesota  
County of Carver,

Leonard Greter and  
Edmund Grotte, Guardians;  
Greter & Grotte

vs  
Gregg and Griswald.

Plaintiff of Record,

Filed October 1st 1843,  
G. H. Grayson, Clerk,  
Clerk.

Sub-Witness 45- Grand Juror  
 Attending Court-1-  
 Justice - Sum 25. Jury 15-  
 Billing 25- Sum 25- Jury 25-  
 Costs 60- Ind 25- Costs 15-  
 Sub Ind 25-

Judgment  
 Costs

\$ 47-  
 10 34  
 \$ 57-34

Wid- H Betty 62- P Bent 62  
 (Jury of 3- held by P)

Given under my hand  
 this 23 day Aug 1873

J. A. Sargent-  
 Justice Peace

Schander	60	
Sargent	335	
Sargent	215	
Wid	124	X
Jury	300	X
	1034	

Aug 29- Affid for appeal  
 Notice of appeal - Bond appeal } under  
 H. H. H. } appeal allowed -

State of Minnesota  
 County of Cass

Hereby certify that the foregoing is a true  
 transcript from my clerk of all the proceedings  
 had before me in said cause - that the  
 appellants. Bond and notice of appeal to get  
 on with all the papers had before me  
 therein are herewith returned & attached  
 Given under my hand this  
 29th August 1873

J. A. Sargent  
 Justice Peace

Sticht Kunst  
Leinwand

Garten & Galt

<sup>1845</sup>  
Gang & Gansole

oder -

Jeder Petrus 1845  
Gehrengsbuhl  
Selbst K.

Gp

Bath & Pich  
Lithy & Pich



State of Missouri  
Seise, Count & Seise  
County of Lewis  
Leonard Grati &  
Edward Grati, parties  
as Grati & Grati

- vs -  
John W. Gage & Son  
B. Grinnell parties on

This case came up in its  
regular order upon the  
Calendar Oct 8<sup>th</sup> 1873. and  
there being no appearance on  
the part of the appellants  
on motion of David A. Peck, atty for Plffs.  
It was ordered that  
the same judgment of  
the Court below shall be  
and the same is truly affi-  
rmed.

Dated Oct 8<sup>th</sup> 1873

By the Court

A. G. Chaufeld  
Judge

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

Leonard Grates & Edmund Goethe  
Plaintiffs as  
Grates & Goethe

against  
John W. Gregg & Wm B. Griswold,

Copy of Judgment,

This Cause came on to be heard at a regular Term of the District Court of said County (held at Shakopee) on the 1st day of October A.D. 1873, and there being no appearance on the part of the Appellants, Upon Motion of Baxter Reed Esq for the Respondents, It was ordered by the Court that the judgment rendered in the Court below be affirmed, and it is hereby affirmed.

Now therefore, It is adjudged and determined, that the plaintiffs, the said Grates and Goethe recover of the Defendants Gregg & Griswold, the sum of fifty seven dollars and thirty four cents, Judgment in the Court below, with fifty five cents interest, together with the sum of fourteen dollars and eighty five cents, costs and disbursements taxed in said action, the whole amounting

to the sum of Seventy two dollars and seventy four cents, and that said plaintiffs have their lawful process therefor.



Judgment & Costs in Justice Court	\$ 57.34
Interest 7p ap	" 0.55
	<hr/> \$ 57.89

<u>Costs.</u> Statute Costs	\$ 10.00
Developers	" 4.85
	<hr/> " 14.85
	Total <hr/> \$ 72.74

Dated October 22<sup>nd</sup> AD 1873.

By the Court: *Edw. H. H. H. H. H.*  
*Edw. H. H. H. H. H.*

State of Minnesota  
District Court,  
County of Carver.

---

Thymas & Sprates and  
Edmund Goethe, partners as  
Sprates & Goethe

---

against  
John W. Gregg & Wm. B. Griswold

---

Judgment Roll.

---

Judgment	\$ 59.34
Interest	" " 55
Costs	" 14.85
Total	\$ 74.74

---

Given, October 22<sup>nd</sup> A.D. 1893,  
Guthrie embuhl Clerk.

---

Walter Beck, atty. for Defts  
Charles. Minn.

No.

779

DISTRICT COURT,  
CARVER COUNTY, MINN.

Leonard Grates and Edmund Goetze  
partners as Grates & Goetze  
Plaintiff s.

vs.

John W. Lugg & Wm B Griswold  
Defendant s.

Baxter & Peck  
Plaintiff's Attorney.

W. B. Griswold  
Defendant's Attorney.

Date of Entry October 6th, 1873

Register of Actions "A" Page 90

Term Tried October General 1873

Judgment for Plaintiff

Amount of Judgment \$ 72.74

Date of Judgment October 22nd 1873

Minute Record "A" Page 337

Judgment Book

Default Judgment Book Page

Date of Docketing October 22nd 1873

Judgment Record "A" page 174

No. 780

DISTRICT COURT,  
CARVER COUNTY, MINN.

Charles Peterson &  
E. P. Johnson  
Plaintiff.

vs.

Michael Herman  
Defendant.

Frank Warner  
Plaintiff's Attorney.

Baxter & Park  
Defendant's Attorneys.

Date of Entry October 6th, 1873

Register of Actions "A" Page 20

Term Tried October General 1873

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 Crow } ss.

Charles Peterson Sall and P. H. Hanson came  
before me personally, and being duly sworn, doth say that they <sup>are</sup>  
the Plaintiffs

in the above entitled action: that the foregoing Complaint  
is true of ~~this~~ own knowledge, except as to those matters therein stated on  
<sup>their</sup> ~~his~~ information and belief, and as to those matters, that they believe  
it to be true.

Subscribed and Sworn to before me,

On this 15<sup>th</sup> day of April

A. D. 1873

} Carl Peters Sall  
P. H. Hanson  
Frank Warner  
Justice of the Peace



State of Minnesota }  
County of Carver } ss

In Justice's Court

Before Frank Warner Esq

Justice of the Peace

Charles Peterson Tall and

L. P. Johnson -

Plaintiffs

Against

Michael Heenan -

Defendant

Reminded Complaint.

The Complaint of the Plaintiffs respectfully states and shews to this Court

That the above named Plaintiffs entered into a contract to and with the above named Defendant on or about the 1<sup>st</sup> day of November A. D. 1871 by the terms of which said Plaintiffs promised and agreed to clear and grub land for said Defendant at and for the price of six dollars per acre in the said County of Carver.

That in consideration of such agreement on the part of said Plaintiffs said Defendant promised and agreed to pay said Plaintiffs the said sum of six dollars per acre and promised and agreed that a payment of forty or fifty dollars would be made by said Defendant on account of said work on or about the 20<sup>th</sup> day of December A. D. 1871 -

That thereafter and in pursuance of such contract these Plaintiffs grubbed and cleared land for said Defendant to the amount of eight acres and that plaintiffs received from said Defendant on account thereof the sum of twenty dollars (\$20) and no other or greater sum, leaving a balance still due said Plaintiffs in the sum of twenty-eight dollars (\$28) which said Defendant has neglected and refused to pay though often requested to pay the same and

though the same is long since due.

Wherefore the Plaintiffs demand judgment against  
Said Defendant for the sum of twenty-eight  
dollars (\$28) besides the costs of this action

Dated Carver April 15<sup>th</sup> A.D. 1873

Howe

Plaintiffs Attorney

In Justice Court  
Before

Frank Warner Esq.  
Justice of the Peace

C. F. Lell & S. R. Pearson

vs  
Michael Pearson

John Webster Esq. & S. R. Pearson  
Attorneys for said Michael Pearson

Complaint &  
verification

Gile & April  
15<sup>th</sup> 1873

Frank Pearson  
Justice of the Peace

Attorneys

State of Minnesota,

County of Carver

} ss.

Charles Peterson Sell and P. F. Johnson came

before me personally, and being duly sworn, doth say that they <sup>is</sup> are  
the Plaintiffs

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

Subscribed and Sworn to before me,

On this 4<sup>th</sup> day of April

A. D. 1873

} Carl Peters Sell  
P. F. Johnson  
Frank Warner  
Justice of the Peace

State of Minnesota }  
County of Carver } ss

In Justice's Court  
Before Frank Warner Esq  
Justice of the Peace

Charles Peterson Sell and  
J. J. Johnson - Plaintiffs }  
- against - } Complaint  
Michael Helman Defendants } Amended

The Complaint of the Plaintiffs respectfully states and shews to this Court

That the above named Plaintiffs entered into a contract to and with the above named Defendant by the 1<sup>st</sup> or about the 1<sup>st</sup> day of November A.D. 1891 by the terms of which said Plaintiffs promised and agreed to clear and grub land for said Defendant at and for the price of six dollars per acre in the said County of Carver.

That in ~~consideration~~ <sup>consideration</sup> of such agreement on the part of said Plaintiffs said Defendant promised and agreed to pay said Plaintiffs the said sum of six dollars per acre and promised and agreed that a payment of forty or fifty dollars would be made on account of said work on ~~or before the 23<sup>rd</sup> day of December A.D. 1891.~~

That thereafter and in pursuance of such contract these Plaintiffs grubbed and cleared land for said Defendant to the amount of eight acres and that Plaintiffs received from said Defendant on account thereof the sum of twenty dollars (\$20) and no other or greater sum, leaving a balance still due said Plaintiffs in the sum of twenty eight dollars (\$28) which said Defendant has neglected and refused to pay though



in Justice Court  
Before Frank Morris Esq  
Justice of the Peace

C. P. Bell & L. E. Johnson

Michael Newman

Filed, Deposited with a R 1873,  
Gibson & Smith Clerk,  
Complaint  
&  
sequestration

Filed April  
14<sup>th</sup> 1873

Frederick W. Morris  
Justice of the Peace

Walter  
Esq

to the same is long since due.  
Wherefore the Plaintiffs demand judgment against  
said Defendant for the sum of twenty-eight Dollars  
(\$28) besides the costs of this action  
Dated at New York April 12<sup>th</sup> A.D. 1873  
New York  
Plaintiffs' Attorney

State of Minnesota }  
County of Carver }

ss The State of Minnesota & the  
Sheriff or any constable of said  
County:

You are hereby commanded to summon  
Michael Secum 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 4<sup>th</sup> day of April  
A.D. 1873 at 10 o'clock in the forenoon  
at his office in the Town of Carver in said  
county to answer to Charles Hanson & Co. and  
J. E. Hanson in a civil action and have  
you then and there the writ  
shown under my hand this 25<sup>th</sup> day of  
March A.D. 1873

Frank Warner  
Justice of the Peace

State of Minnesota  
County of Clearwater

I hereby certify  
and return that I served  
the within summons on the  
within named Michael Hansen  
by sending the same to him personally  
and by delivering to him a  
true copy thereof in the County  
of Clearwater State of Minnesota on the  
26<sup>th</sup> day of March A.D. 1873

Warrant Walter

Constable

Carver

Witness

Price 25<sup>cts</sup>  
copy 15  
1 mile  $\frac{10}{5-0-1}$

State of Minnesota  
County of Clearwater

Chas. P. Hall  
E. J. Johnson

Michael Hansen  
summons

Filed April 4<sup>th</sup>  
1873

Frank Rosarner  
Justice of the Peace

Filed, October 1st A.D. 1873.  
Wm. H. H. H. H. H.

C. Bell sworn says

that they <sup>Plaintiffs</sup> went to grub of a piece of land of about 16 or 17 acres. Plaintiffs & Deft. thought piece of land contained 16 or 17. This grubbing was to be done for Deft. The price agreed upon between parties was \$8. per acre. Michael Keenan requested them to do the grubbing. This agreement was made about the last of Oct. 1871 or 1<sup>st</sup> November of 1871. Plaintiffs commenced to work at once after agreement. Worked 28 days each of Plaintiffs. Grubbed 8 acres. (Witness here produces diagram showing size of piece grubbed) -

Received in about the last part of April 1872 \$10 each from Deft. Did not receive any other money. At the time the Plffs took job Deft. agreed to pay \$40, \$50 or \$60 by Christmas or ~~new year~~ next following. Deft did not pay \$40. 50 or \$60 at Christmas. Did not pay anything. Never paid anything except the \$20 paid in April. \$28 is now due to Plaintiffs on the contract - Deft  
Jno. Bell sworn says.

Keenan agreed to pay \$40 or \$45 by Christmas 1871. Was present when Keenan & Plffs made first agreement. Keenan wanted Plffs to do grubbing. Nothing was said at time 1<sup>st</sup> agreement was made about the quantity to be grubbed but he wanted them to get thro' by June. Keenan offered to pay \$6. per acre. Keenan offered to pay \$40 or \$50 about Christmas. This 1<sup>st</sup> agreement was made in fall. He came over in Spring afterwards to my house & told me that he was paying the Plaintiff \$20.



& Plaintiffs wanted to get about \$15 more. Heenan told them that he couldn't pay any more at that time before they got through grubbing. Heenan used me for an interpreter in making original bargain with Plaintiffs. At the time the bargain was made & when I was interpreter nothing was said about the work having to be finished before the payments should be made.

Christian Dahlberg. sworn says.

~~He~~ Knows piece of land where Plffs have been grubbing for Heenan. Knows how much was grubbed before Plaintiffs commenced work on it. Five acres was grubbed before they began work.

Johann Peterson.

Know parties to this suit. Heenan & Plffs came together to my house in Fall of 1871. They came to my house because Heenan wanted me to interpret to them that he couldn't pay them as he had agreed to do by Christmas. They then asked him if he couldn't at least ~~that~~ let them have \$10 or \$15 by Christmas. I think he told them that he couldn't pay them anything by Christmas but that he would let them have \$10. or \$15. about New Year. They came to my house later in the winter & Heenan then told Plaintiffs that he would get them \$10 or \$15.

Judice Court  
Before Frank Warner Esq.

Cy. P. Sell & P.P.  
Johnson

Michael Heenan

Evidence

Giles, October 1st 1843,  
Guthrie, Kentucky  
Clark,

John Peterson.

Knows piece of land where Pliffs have been grubbing. Five acres were grubbed before Pliff commenced.

William Peterson traveled 11 miles & attended one day.

John Peterson traveled 11 miles & attended one day.

John Hult traveled 11 miles & attended one day.

C Dahlberg traveled 10 miles & attended one day.

Justice Court  
Carmel County

Chas P Lillard  
vs

M H Newman

Notice of Appearance

Due service of the  
within by copy ad-  
mawingid this day  
14<sup>th</sup> day of April 1893

Spencer  
Plff. Atty.

Filed April 14<sup>th</sup> 1893

Frank Warner  
Justice

Baxter Rich  
Atty.



State of Minnesota

Justice Court Before Frank Warmfaster  
County of Carver

Charles Peterson and  
and E. P. Salomon  
against  
Michael Keenan

Sir - I am well & to notice  
that the above named defendant  
appears from the judgment of the  
above named justice of the peace  
rendered <sup>in equity action</sup> on the 18th day of  
April A.D. 1878 for the sum  
of twenty eight dollars and cost  
of suit in favor of the above  
named plaintiffs, and against  
the above named defendant, and  
that the said appeal is taken  
upon questions of both law  
and fact.

Dated April 17th A.D. 1879

W. S. Fowler  
Attorney for the above named  
plaintiffs and also appeared  
for them on the trial of  
said action

Daphne & Peter  
M. O. O. O.

Nustin Court  
Carson County

Chas P. Siler et al.  
vs.

M. H. H. H. H.

Affidavit of  
Appel

Filed Apr 14<sup>th</sup> 1898  
Frank Warner  
Justice Peace

Filed, October 6<sup>th</sup> 1893.  
G. H. H. H. H. H.  
H. H. H. H. H.

Barth & P. H.  
depositions

State of Minnesota  
Justice Court Before Frank Warner  
County of Curran

Charles Peterson Secy  
and E. P. Johnson  
cognat  
Michael Kunnan }

County of Curran ss. Michael  
Kunnan being duly sworn  
deposes that he is a resident  
in the above entitled action  
that he has appeared to the district  
court in and for the County  
of Curran in the State of Minnesota  
from a preliminary process against  
the above named defendant in the  
above entitled action on the 18<sup>th</sup>  
day of April A.D. 1878 for the sum  
of twenty eight dollars and  
costs of suit, and that <sup>the</sup> said  
affidavit is made in good faith  
and not for the purpose of delay  
Subscribed and sworn to  
before me this 17<sup>th</sup> day of April A.D. 1878

Frank Warner  
Justice of the Peace







Justice Court  
Casar County

Chas Peterson one  
no

Melvin Runner

Undertaking

Filed Apr 14<sup>th</sup> 1893  
and the justice under  
taking a surety bond  
named as above  
on that day

For real & personal  
justice peace

Filed October 6<sup>th</sup> 1893  
G. H. Hagenbuhl Clerk

Bone & Pisk  
Sept 10 1893

Notice  
Sept 14<sup>th</sup> 1893  
Michael Freeman  
To Casar County

State of Minnesota  
County of Carver

Charles Peterson, Secy  
E. P. Johnson

Aydt-  
Michael Heman

Transcript

1873

March 26<sup>th</sup> Summons issued, made  
returnable April 4<sup>th</sup> 1873  
at 10 o'clock in the forenoon

April 4<sup>th</sup> at 10 1/2 o'clock the summons  
was returned duly served.  
The Plaintiff appeared and  
filed his Complaint.  
The Defendant appeared and  
answered the Complaint  
orally as follows, to wit:  
The defendant admits  
that said Plaintiff agreed  
to grub and clear land  
for said defendant for  
the sum of six dollars  
per acre, but denies each  
and every allegation in  
said Complaint except  
as hereinafter admitted  
and demands judgment

for the dismissal of said  
action

Michael Heman  
dooms to read. Subscribers  
before me

On the Application  
of the defendant this Cause  
is hereby adjourned until  
the 10<sup>th</sup> day of April 1873  
at 10 o'clock in the forenoon

April 10<sup>th</sup> Parties Plaintiff and  
defendant appeared at  
the hour appointed by the  
Court for their appearance

The Court was personally  
absent as an Attorney in  
attendance upon the Regular  
Term of the District Court  
at Chaska in said County  
and by request of the Plaintiff  
returned to his office at  
1 1/2 o'clock and notified  
the defendant his Counsel  
and defendants witnesses  
that he was then ready  
to proceed to the trial  
of said action - the defendant



stated that he required  
a Counsel and then  
went to Chas. for that  
purpose and stated it  
would take him one  
half hour for such  
purpose, Whereupon  
the Court hereby adjourns  
this Cause for one hour  
to admit the return of  
said defendant.

The Plaintiff files  
an Amended Complaint

After waiting for  
one hour the Court does  
call the defendant  
did not appear, C. P.  
Sill does then swear as  
witness on behalf of the  
Plaintiff, John Adamson  
sworn as Interpreter  
John Doll' does then swear  
as witness for Plaintiff - Christian  
Dahlberg sworn as witness  
Joan Peterson sworn as  
witness - John Peterson sworn  
as witness, - After hearing  
the testimony the Court  
hereby renders judgment



in favor of the Plaintiffs  
and against the defendant  
for the sum of twenty eight  
dollars besides the costs  
of this action

Justices fees \$2.40 } Court fees 00<sup>00</sup>

Witness fees -		
Lucas Peterson -		\$2.32
John Peterson -		\$2.32
John Hall -		\$2.32
C. Dahlberg -		\$2.20
John Adamson - Interpreter -		1.00
		<u>\$10.16</u>

Affidavit, Bond and notice  
of appeal duly filed this 17<sup>th</sup>  
day of April 1873, \$2.00 costs  
of return perice appeal allowed

Frank K. Warren  
Justice of the Peace

State of Minnesota  
County of Carver } ss I hereby certify  
that the foregoing is a true  
and correct transcript

State of Minnesota  
County of Carver  
— " —

Sell Alice Johnson  
vs

Michael Heman  
—

Transcript  
—

Given, October 5 & 1873  
Catharine Heman  
Clerk.

— 90 —

—  
Fred Weaver  
Notary

G. J.

of my docket and of the  
entries therein in the  
above action -

Dated at Lawrence  
Sept. 30<sup>th</sup> 1893 } Frank Warner  
Justice of the Peace

780  
No. ....

DISTRICT COURT,  
CARVER COUNTY, MINN.

*Charles Peterson & Co.  
E. P. Johnson*  
Plaintiff.

vs.

*Michael Keenan*  
Defendant.

*Frank Warner*  
Plaintiff's Attorney.

*Baxter & Peck*  
Defendant's Attorney.

Date of Entry *October 6th*, 18*93*

Register of Actions "*A*" Page *90*

Term Tried *October General* 18*93*

Judgment for .....

Amount of Judgment \$ .....

Date of Judgment ..... 19 .....

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

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

Date of Docketing ..... 19 .....



No. 781

DISTRICT COURT,  
CARVER COUNTY, MINN.

Hermann Wagner  
Plaintiff.

Ferdinand Thiesse  
US  
Defendant.

Baxter & Child  
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry Oct 6 1873  
Count Court  
Register of Actions A Page 138  
Term Tried Oct 1874

Judgment for

Amount of Judgment \$ 42.10

Date of Judgment Sept 2nd 1875

Judgment Book 1 Page 447

Default Judgment Book Page

Date of Docketing 1

Circuit Dec. 22 1878

DISTRICT COURT.

Eighth Judicial District.

County of Carver

Kirwan vs

Friedman Thru

SUMMONS.

Filed Sept 22 AM 1878.  
Waymouth

Plaintiff Attorney

Press Printing Co., St. Paul.

State of Minnesota  
County of Carver  
I hereby certify and return, that I have  
served personally the within summons upon  
the within named Ferdinand & his Allen & James & Freeman  
James by delivering to each of them a true copy of the within summons  
in Carver County on the 22<sup>nd</sup> day of December A.D. 1878

fees \$ 4.00

T. Hooker  
Sheriff of Carver County  
Minn.

State of Minnesota.

DISTRICT COURT.

Eighth Judicial District.

County of Carver

Norman Maynor

against

SUMMONS.

Ferdinand Thies - Miller & Marmon Carlin  
Marmon & John S. Marmon & Freeman & Marmon

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You and each of you are hereby summoned and required to answer the Complaint  
~~in this action~~ <sup>the above written</sup> which has been filed in the office of the ~~County Clerk~~ <sup>County Clerk</sup> at Chuska in said County

and to serve a copy of your Answer to the said Complaint on the subscribers, at ~~this~~ office in  
Chuska in the County of Carver and State of Minnesota —  
within twenty days after the service of this Summons upon you, exclusive of the day of such  
service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in  
this action will apply to the Court for the relief demanded  
in the said Complaint

Dated Oct 6<sup>th</sup>

A. D. 1879

Burgess & Pelt

Plaintiffs Attorney, Chuska Minn.

Seal 1

State of Minnesota  
District Court Eighth Judicial District  
County of Carver

Hermann Wagner

vs

Ferdinand Thies, William Warme  
Coastline Warner Chas. S. James  
and Friedman James

The plaintiffs in the above  
entitled action for complaint therein respectfully state and shew  
to the court that on the 4<sup>th</sup> day of November 1887 the  
Shusku Company a corporation duly and legally organized and  
existing under the provisions of an act of the Legislature of the  
Territory of Minnesota, at the time aforesaid, entitled an act  
to incorporate the Shusku  
Company. Approved March 2<sup>nd</sup> 1887  
were seized in their own right in fee simple absolute of the  
following described piece or parcel of land by me and being  
in the County of Carver in the then Territory now State of  
Minnesota viz) Lots Number (1) One in Block Number  
(42) forty two in the then townsite now village of Chuska  
according to the plat thereof on record in the Office of the Register  
of Deeds of said County of Carver. That thereafter on the  
day and year aforesaid and while the said Shusku Company  
was seized of the title in fee as aforesaid of said land and  
real estate, the said company did by J. O. Smith their Attorney  
in fact, who was then and there duly authorized and  
empowered as such Attorney in fact to bargain, sell and  
convey the said above described premises in the

2

3



inasmuch as herein after stated by virtue of a certain  
power of Attorney a copy of which is hereto attached <sup>in copy</sup> and  
made a part of this complaint. Mark executed  
and deliver to Henry Moser the Warranty Deed of said  
company, conveying to said Moser for and in consideration  
of the sum of Twenty Nine and 45/100 Dollars to the said  
Shushka company then and there paid by the said Moser,  
the said above described premises in fee simple absolute  
That the said deed purports to have been acknowledged by and  
before the said T D Smith, And the said T D Smith on the day and  
4 year last aforesaid, after duly executing the said deed as  
aforesaid as such Attorney, in fact did also sign the Cer-  
tificate of Acknowledgment thereon enclosed as justice of the  
peace of the said County of Carson, which said Office he then  
legally held, and the duties of which he was then and there law-  
fully authorized to perform. A copy of the said deed above described to-  
gether with a copy of the Certificate of Acknowledgment  
thereon enclosed and herein before referred to is hereto at-

5 Teste Mark H B And made a part of this complaint

And the said Plaintiff further says that thereafter to wit on  
the 12<sup>th</sup> day of August A D 1873 the said Henry Moser and Anne  
Moser (then and there the wife of the said Henry Moser) being as  
aforesaid seized of said premises did by good and sufficient  
deed of conveyance duly executed acknowledge and delivered  
by the said Henry Moser and Anne Moser to the said Plaintiff  
convey in fee simple the above described premises to said plain-  
tiff who is now the owner thereof being in fee simple of  
6 the same.

And the Plaintiff further says that on the 11<sup>th</sup> day of

November 1858 the said Henry Moser and Anna his wife to  
secure to the said J. Smith the payment of the sum of twenty nine  
and 45/100 dollars then owing from them to the said Smith, did  
make execute acknowledge and deliver to said Smith their  
certain indenture of Mortgage whereby the said Mortgage or  
Mortgages to the said Smith the premises and well state herein  
before described, That default was made in the conditions  
of said Mortgage by the failure of the said Moser to pay the  
said sum of twenty nine and 45/100 dollars secured thereby  
when the same became due, and the said J. Smith after such  
default, went on the 16<sup>th</sup> day of October 1858 caused the  
said Mortgage premises to be sold by the Sheriff of said county  
and the same were sold by said Sheriff on the day and year  
last aforesaid at public auction to satisfy said Mortgage  
to Julius C. Wagner of Chaska in the county aforesaid and a  
certificate of such sale was executed by said Sheriff to said  
8 Wagner bearing date the 16<sup>th</sup> day of October 1858, and  
was recorded on the 18<sup>th</sup> day of October 1858 in Book  
A of Miscellaneous Records in the office of the Register  
of Deeds of said County of Carver on page 124, That on the  
22<sup>d</sup> day of November 1858 the said Julius C. Wagner assigned  
the said certificate of sale to Charles Wilson of Chaska aforesaid  
which assignment bears date the said 22<sup>d</sup> day of November  
1858 and was recorded in the office of the Register of Deeds  
of said Carver County on the 24<sup>th</sup> day of November 1858 in  
Book A of Miscellaneous Records on page 287, That after  
9 the expiration of one year from the day of the said sale  
of said Mortgage premises went on the 19<sup>th</sup> day of January  
1860 the Sheriff of said County of Carver made present  
and acknowledged in due form of law and delivered a deed

of said Mortgage premises to the said Charles Wilson by virtue  
of his said Office, and as Sheriff of said County as provided  
for in said Certificate of Sale the said premises not having  
been redeemed at the time of the execution of said deed  
which said Sheriff's deed was recorded in the Office of the  
Register of Deeds of said County of Carver on the 12<sup>th</sup> day  
10 of May A.D. 1860 in Book C of Deeds on pages 2 & 9  
and 240 - That on the 24<sup>th</sup> day of June A.D. 1859  
the said Julius C. Wayne made executive acknowledgment  
and delivered to one Fredericka Wilson the wife  
of said Charles Wilson a deed of conveyance purporting  
to convey to the said Fredericka Wilson the said above  
described premises which said deed was afterwards  
tosit on the 24<sup>th</sup> day of June A.D. 1859 recorded in the Office  
of the Register of Deeds of said Carver County in Book  
13 of Deeds on page 624 -

11 That thereafter to wit on the 9<sup>th</sup> day of August  
A.D. 1860 the said Charles Wilson and Fredericka Wilson  
his wife made executive acknowledgment to Catharine Mayner  
wife of the said Julius C. Wayne a deed of conveyance  
purporting to convey to the said Catharine Mayner  
the said above described premises, which said deed  
was recorded in the Office of the Register of Deeds of  
said Carver County on the 22<sup>nd</sup> day of September A.D.  
1860 on page 16 of Book D of Deeds

12 And the said plaintiff further states that on the  
24<sup>th</sup> day of November A.D. 1868 a judgment was duly  
rendered entire and absolute in the district Court  
in and for the said County of Carver in an action



then pending in said court, wherein the said Julius C. Wagner  
was plaintiff and the said Catharine Wagner was defendant  
for the sum of twenty eight <sup>94</sup>/<sub>100</sub> dollars costs, said action  
being for ~~distress~~ which was by the judgment of said  
in said action granted to the said Julius C. Wagner  
That upon such judgment execution was on the 28<sup>th</sup>  
day of February 1869 issued out of and under the  
seal of said court, under and by virtue of which  
said execution the premises heretofore described were  
levied upon by the Sheriff of said county as the property  
13 of the said Catharine Wagner, and after such levy, and  
notice of sale the said premises were, by virtue of said  
execution sold at public auction to the above named de-  
fendant Ferdinand Thies by said Sheriff on the 12<sup>th</sup>  
day of April 1869 for the sum of \$41.75 dollars  
That thereafter to wit on the day and year last  
aforesaid, a Sheriff's deed, bearing date of that day  
was executed to said Ferdinand Thies by said  
Sheriff purporting to convey to said Thies  
the said premises in fee simple subject to redemption  
within one year from the day of said sale which  
said Sheriff's Certificate was on the 30<sup>th</sup> day of April  
1869 recorded in the Office of the Register of  
Deeds of said county of Curran in Book 16 of Deeds  
on page 35-5

14 And the said plaintiff further says that before  
the day of the issuing of said execution  
the Attorneys of record for said Plaintiff  
had been fully paid for their services  
rendered in said action, and discharged



~~From any further management in or out of court or  
suit action or the payment there, But one of  
the said Attorneys Frank Warren Esq. at the  
request of the said Ferdinand Wein, defendant  
above named caused the said execution to be  
issued as aforesaid, and the said due to be made  
and said Sheriff's Certificate to be executed  
as aforesaid against the interests and without  
the knowledge or consent of the said Julius  
C. Mayne - And the said plaintiff further says  
that on the 24<sup>th</sup> day of January 1865 the said  
Julius C. Mayne made executive acknowledgment  
and delivered to one Anton Vellin a deed of con-  
veyance purporting to convey to said Vellin the  
premises hereinafter described which said deed  
of conveyance was on the 2<sup>d</sup> day of February  
15 1865 recorded in the office of the Register of  
Deeds of said Carson County in Book 7<sup>th</sup>  
of Deeds on page 977. That thereafter to wit  
on the 6<sup>th</sup> day of July 1865 the said  
Anton Vellin and Mary Vellin his wife made  
and executed to the above named defendant  
Ferdinand Wein, and on the 26<sup>th</sup> day of July  
1865 acknowledged and delivered a deed  
of conveyance purporting to convey to the said Wein  
the premises above described which said deed  
16 was on the 24<sup>th</sup> day of July 1865 recorded  
in the office of the Register of Deeds of said  
County of Carson in Book 7<sup>th</sup> of Deeds on page 974~~

- and the said plaintiff further says that on the 13<sup>th</sup> day of November 1863 the Chuska Company being then and then the same Company which is heretofore referred to and named as the "Shuska Company" did make explicit acknowledgments and claims to Abbie S. James the defendant above named a deed of conveyance purporting to convey to the said Abbie S. James in fee simple the above described premises which said deed of conveyance was on the 23<sup>rd</sup> day of November 1863 recorded in the office of the Register of Deeds of said Carson County in Book "E" of Deeds on page 654. That thereafter to wit on the 14<sup>th</sup> day of November 1863 the said defendant Abbie S. James and the defendant Freeman James husband of the said Abbie S. James did make and execute and on the 19<sup>th</sup> day of November 1863 acknowledge and claim
- 18 to Charles A. Warm late of said Carson County decedent a deed of conveyance purporting to convey to the said Charles A. Warm in fee simple the undivided one half of said above described premises. which said deed of conveyance was on the 28<sup>th</sup> day of November 1863 recorded in the office of the Register of Deeds of said Carson County in Book "E" of Deeds on page 655. That thereafter to wit on or about the 15 day of October 1864 the said Charles A. Warm died leaving the
- 19 said Catharine Warm his widow and the said

William Warner his son his only surviving  
heirs at law. That the said Catharine Warner  
and William Warner claim as such heirs  
at law of the said Charles C Warner the title  
in fee to said undivided half of said premises

- And the plaintiff further says that no notice  
of the sale of the mortgaged premises here-  
inbefore referred to mentioned and described  
as having been made by the sheriff on  
the 16<sup>th</sup> day of October 1888 under  
20 the mortgage hereinbefore referred to was  
ever made given or published in any  
manner whatever by the said J D Smith or  
any other person. And the plaintiff further says that the  
several deeds and ~~conveyances~~ <sup>conveyances</sup> hereinbefore  
referred to and specified, except the first two deeds  
of conveyance in their complaint referred to are a  
cloud upon the plaintiff's title to said above described  
premises, and the said plaintiff further says that the said defendant  
Ferdinand Thim on or about the day of  
21 1888 entered and took possession of said premises under  
his said deed of conveyance from the said Aulton  
Pills and Mary Allen his wife (which said  
deed is hereinbefore referred to) and ever  
since has <sup>been</sup> and still is in possession  
of said premises

Wherefore the plaintiff demands judgment  
against the said defendants, that the said  
deed from the said Chesapeake Company to the said  
Nancy Mow be by the proper order and force of



Said court confirmed as a good and sufficient  
22 deed of conveyance, and that such deed have the same  
force and effect to all intents and purposes as the same  
would have had had it been properly acknowledged  
and that the said record of said deed and of  
the certificate of acknowledgment thereon  
endorsed, in the office of the Register of Deeds  
aforesaid have the same force and effect as  
notice and for all other purposes as though the  
same had been properly acknowledged, and duly  
recorded after such acknowledgment, That the  
23 title in fee simple absolute to the said lot Number  
(1) one in Block Number 4 & forty two in the  
said Village of Cheshire be by the judgment  
and order of this court declared to be in said  
plaintiff, and that all of the deeds of convey-  
ance heretofore mentioned specified and  
referred to bearing date subsequent to the day  
of the date of the said deed of conveyance  
from the said Shushue Company to the  
said Henry Morn (except the said deed  
24 from the said Henry Morn and Anna  
Morn his wife to the said plaintiff)  
be cancelled and declared to be of no  
force or effect so far as the same create  
a cloud upon or affect the title of the  
plaintiff to said premises. That the  
said Mortgage and the certificate of  
of sale and sheriff's deed upon the



25  
+  
Thereafter be declared to be null and void  
and of no force so far as they relate  
to the said premises, and that the said  
judgment and all proceedings had there-  
under, and particularly the Sheriff's  
certificates of sale and deed of said premises  
so far as such judgment proceedings and  
sheriff's certificates and deed affect the  
plaintiffs title to said premises be it  
rescinded and declared null and void  
And further that the claimant set upon  
the plaintiffs said title to said  
by the said conveyances and incumbrances  
premises be removed and that  
said plaintiff have such other and  
further relief as the said court shall  
see just and proper

Bayless & Beck

Plaintiffs Attorneys

Exhibit A  
to an action Complaint

Copy

Shaska Company

to  
J. Q. Smith

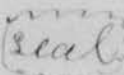

Power of Attorney.

Know all men by these Presents, that we the Shaska Company, a duly organized corporation under the laws of this Territory of Minnesota, have made constituted & by these presents do make constituted and appoint J. Q. Smith Esq of Chaska in the County of Carver and Territory of Minnesota our true & lawfull Attorney for us & in our name place & stead to enter into and take possession of all and singular the land and real estate belonging to us in said County of Carver and the same to bargain and sell, grant and convey or any part thereof for such sum or price and on such terms as to him shall seem meet and for us and in our name to make, execute acknowledge and deliver good and sufficient deeds and conveyances for the same, either with or without covenants of Warranty, or until the sale thereof to let and demise the same, for the best rent that can be procured thereof and to ask, demand and receive all sums of money which shall become due and owing to us and by means of such bargain and sale lease and demise giving and granting unto our said Attorney full power and authority to do

all things requisite and necessary to be done in and about the premises as fully to all intent as we might or could do, personally present or acting by our legally constituted officers hereby ratifying and confirming all that our said attorney may do or cause to be done by virtue hereof.

In Testimony whereof the said President and secretary of said Company have hereunto set their hands and seals and have hereunto affixed the seal of said Company the twentieth day of June A.D. 1857.

Seal of the  
Shaska Company

Robt A Smith   
Acting President  
George Fuller   
Secretary

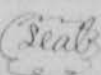
In Presence of  
William Castelle  
A. J. Kernick.

Territory of Minnesota } ss

Ramsey County } On this Tenth  
day of July A.D. 1858 before me personally came  
Robt. A. Smith the President of said Shaska  
Company and George Fuller the secretary  
thereof and severally acknowledged that they  
executed said Power of Attorney and affix-  
ed thereto the seal of said Company,  
as the free act and deed of said Company  
and by virtue of the authority in them



vested as the president and Secretary thereof  
respectively

Nathl J. Herrick   
Notary Public  
Minnesota

I hereby certify That the foregoing Power of  
Attorney was filed in this Office Feby 9<sup>th</sup>  
1888 at 9 o'clock AM. in Book "A" Miscell. Page 167  
J. W. Sargent.



~~Exhibit B~~ referred to in  
the complaint

Copy

Shaska Company  
to  
Henry Moser

Warrantly Gued.

This Indenture made  
the eleventh day of November in the year of our  
Lord one thousand eight hundred and Fifty  
seven. Between the Shaska Company of  
Minnesota Territory party of the first part,  
and Henry Moser of Carver County and afore-  
said Territory party of the second part. Witnesseth  
that the said party of the first part, for and in  
consideration of the sum of Seventy five Dollars  
lawful money of the United States of America,  
to them in hand paid by the said party of the  
second part, at or before the sealing and delivery  
of these presents, the receipt whereof is hereby acknow-  
ledged, hath granted, bargained, sold, aliened,  
remised, released conveyed and confirmed, and  
by these presents doth grant, bargain, sell  
alien, remise, release, convey and confirm unto  
the said party of the second part, and to his  
heirs and assigns forever, all that tract piece  
or parcel of Land situated lying and being in  
the County of Carver and Territory of Minnesota  
known and described as follows to-wit;

Lot Number  
One (1) in Block Number Forty Two (42)  
in the Townsite of Shaska according

to the Recorded Plat thereof.

Together with  
all and Singular, the tenements, Hereditaments,  
and appurtenances therunto belonging, or in  
anywise appertaining, and the reversions and  
reversions, remainder and remainders, rents,  
issues and profits thereof. And also all the  
estate, right, title, interest, to the property  
possession, claim and demand, whatsoever,  
as well in law as in equity of the said party of  
the first part & in or to the above described  
premises, and part and parcel thereof with the  
appurtenances. And to have and to hold all  
and singular the above described & mentioned  
premises, in the quiet and peaceable possession  
of the said party of the second part, his heirs  
and assigns against the said party of the first  
part, his heirs, and against all and every person  
and persons, whomsoever, lawfully claiming or  
to claim the same, shall and well warrant  
and by these presents forever Defend.

In Testimony Whereof, The said party of the  
first part have hereunto set their hands and  
seal the day and year first above written.

Signed, sealed & delivered in presence of

C. S. Wright

R

J. D. Smith Seal

Lawful Atty for

Territory of Minnesota

County of Carver

ss.

Shaska Company.  
Be it known that on this

11<sup>th</sup> day of November A.D. 1857. before me personally  
appeared J. Q. Smith Lawful Attorney for the  
Shaska Company to me known to be the  
individual person described in and who execu-  
ted the foregoing Deed, and he acknowledged  
that he executed the same freely and voluntarily  
for the uses and purposes therein express-  
ed.

J. Q. Smith  
Justice of the Peace

I hereby certify that the foregoing deed was  
filed in this office on the 11<sup>th</sup> day of November  
A.D. 1857 at 3 o'clock P.M. (in Book B<sup>d</sup> Part Page 44.)

J. Q. Smith  
Regro. Deeds  
by C. S. Wright.



District Court  
Cass County

Hermann Wagner  
vs

Ferdinand Thies  
Complaint

Given, October 6th AD 1873  
C. J. Hagenbach  
Clerk,

138

Dexter Rich  
Plaintiff's Attorney



State of Minnesota  
District Court  
County of Larmer

---

Hermann Wagner  
vs  
Ferdinand Weiss,

---

Stipulation allowing  
time to answer,

---

Filed March 14<sup>th</sup> 1884  
Guthrie  
Clerk,

Carmen Canyon } 3

Hermann Wagner }  
24

Ferdinand Weiss }  
20th

It is hereby stipulated  
that left Weiss leave until March  
20<sup>th</sup> 1874 to answer in said  
action

Dated March 10<sup>th</sup> 1874

Bert & Peck  
Repps Atty

State of Minnesota  
Dist Court 8<sup>th</sup> Dist  
County of Carver

Herman Wagner

agt

Ferdinand Phis  
et al

Returner to  
Plffs complaint

Copy

Filed May 15<sup>th</sup> 1874  
Wm. Maymehl  
Clerk

G. M. & D. Brown  
attys for Ferdinand  
Phis defendant

District Court 2

State of Minnesota  
Dist Court 8<sup>th</sup> Dist  
County of Carver

Herman Wagner

Agt

Ferdinand Phis. William Warner  
Leathem Warner. Abby S. James  
And Freeman James

The defendant Ferdinand  
Phis mentioned in the above entitled action  
herby demurs to the Plaintiffs Complaint  
therein. for the following reason & cause  
to wit:

1<sup>st</sup> That said Complaint does not state  
facts sufficient to constitute a cause  
of action

Dated March 16<sup>th</sup> 1874

L. M. & D. A. Brown  
Attys for Defendant  
Ferdinand Phis



State of Minnesota  
Dist. Court 5th Dist  
County of St. Louis

Herman Wagner  
vs.

Leobrunn Thies et al

The Defendant ~~Leobrunn Thies~~ Thies in the  
above entitled action in pleaded, for  
to the ~~complaint~~ <sup>of the said plaintiff</sup> answer, therein, denies each and every  
allegation in said complaint contained  
except the allegation that he is in the  
possession of said premises

Wherefore the said Defendant demands  
judgment that he be hence dismissed  
with his costs.

Dated July 25<sup>th</sup> 1874

L. M. Edw. Brown  
Atty, for, <sup>Def</sup> Leobrunn

County of Cass - ss

Leobrunn Thies being duly sworn ~~swears~~ <sup>says</sup> that  
he is one of the defendants in the above and  
foregoing entitled action, and that the  
foregoing answer is true of his own knowledge  
except as to those matters therein stated on his  
information and belief and that as to those things  
he believes it to be true

Subscribed and sworn to  
July 25<sup>th</sup> 1874 - Before me

Notary Public

Febr. Nov. 93 a 1874  
Gebrauch  
Alte

State of Minnesota  
District Court Eighth Judicial District  
County of Carver

Hermann Wagner  
Agent

Ferdinand Thies, William ~~W~~ Warner  
Catharine Warner Abbie S. James  
And Freeman James

The above entitled action  
came on to be heard before  
said court at the April Term  
thereof in the year 1874 upon  
the complaint and answer in-  
terposed thereto by the above named  
defendant Thies, Bayler & Rich ap-  
pearing for the plaintiff and J. M.  
& D. C. Brown appearing for the  
defendant. The said action was  
submitted without argument

Wherefore it is ordered that the  
said answer be sent to the same  
is hereby <sup>over</sup> ruled, with leave  
to the said defendant Thies to  
answer within twenty days upon  
payment of ten dollars costs.

And it is further ordered that  
if said defendant shall fail  
to answer in said action within

Dist Court  
Carson County

Norman Wagoner  
vs

L. Pharis et al

Order

Removal of the  
within order by lady  
as knownedly at this  
8d day of July 1874.

L. Mc. & D. A. Brown

Attys for Def<sup>r</sup>  
There

Yield, Nov. 9th 1874.  
C. H. Wagoner  
clerk

Since twenty days then in still  
case the said action is referred to  
J. H. Sargent of Chuska in said  
County <sup>who</sup> is hereby ordered and  
directed to take the proofs in said  
action and report such proofs  
to this court with all convenient  
speed. Dated June 17<sup>th</sup> 1874

By the Court

A. G. Chatfield  
Judge



State of Minnesota  
District Court Eighth Judicial District  
County of Carver

Hermann Meyer  
Agent

Ferdinand Thies Willli A Warner  
Catharine Warner Abbi S Jaines  
and freeman jaines

State of Minnesota  
County of Carver ss. I S. Dwyer being  
duly sworn on oath says that he is  
one of the Attorneys for the Plaintiffs  
in the above entitled action: that  
the above named defendants Willli  
A Warner and Catharine Warner cannot  
either of them be found in the said County  
of Carver or State of Minnesota. And  
that the Sheriff of said County of Carver  
has made return on <sup>in said action</sup> ~~the~~ <sup>summons</sup>  
that said defendants Willli A  
Warner and Catharine Warner cannot  
either of them be found in said  
County. And this Affiant further  
says that he believes that the said  
defendants Willli A Warner and Catharine  
Warner are not either of them Residents  
of the said State of Minnesota  
and cannot be found therein  
but that both of said defendants

reside at South Hadley in the State  
 of Massachusetts. And this Affiant further  
 says that on the 30th day of December  
 A.D. 1874 he said Affiant did deposit  
 a copy of the summons in the above  
 mentioned action in the Post Office at  
 Chatham in said Cumm County, for such  
 and both of said defendants William A  
 Warner and Catharine Warner, directed to each  
 and both of said defendants at South  
 Hadley in the State of Massachusetts, the  
 said place of residence.

And this Affiant further says that  
 the subject of the above mentioned action is  
 real property in the State of Massachusetts  
 and that the said defendants William  
 A Warner and Catharine Warner each  
 and both claim an actual interest  
 in said real property, and that the relief  
 demanded in the complaint in said  
 action consists partly in excluding the  
 said defendants from any interest or claim  
 in said real property.

Subscribed and sworn  
 to before me this 31st day of  
 December A.D. 1874

H. A. Child, Notary Public

District Court  
 County of Cumm

Ernest Wagon

- of -

Defendant for Plaintiffs

Filed Dec. 31st 1874

C. J. Wagon

Plaintiff

1874

Plaintiff's  
 Name atty

Affidavit of Publications

Filed, Sept 20. a.m. 1895.  
G. H. Graymiller  
Clerk



State of Minnesota  
County of Carver

State of Minnesota }  
County of Carver }  
District Court, 8th Judicial District.  
Herman Wagner against Ferdinand Thies  
Willie A. Warner, Catharine Warner, Abbie  
S. James and Freeman James.  
The State of Minnesota, to the above named  
defendants: Catharine Warner & Willie A. Warner  
You and each of you are hereby summoned  
and required to answer the complaint in this ac-  
tion 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 subscribers, at their office in  
Chaska in the County of Carver and State a-  
foresaid 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 Plain-  
tiff will apply to the Court for the relief de-  
manded in the said complaint.  
Dated Oct. 6th A. D. 1875.  
BAXTER & PECK  
Plaintiffs Attorneys Chaska Minn.  
December 31st February 11th.

A S Dutoit being duly  
sworn on oath says  
that he is foreman  
and one of the publishers  
of the "Valley Herald"  
a weekly news paper  
printed and published  
at Chaska in the

County of Carver in the State of Min-  
nesota. That a summons of which  
the foregoing is a printed copy was  
printed and published in said news  
paper for six consecutive weeks once  
in each week on the regular pub-  
lication day of said news paper  
And that the first of such publi-  
cation was on the 4th day of Feb-  
ruary A.D. 1875 and the last of  
such publications was on the  
25th day of March A.D. 1875, and  
further that Applicant neither was  
subscribed and  
sworn to before me this }  
8th day of May A.D. 1875 } A S Dutoit  
L L Baughman  
Notary Public  
Carver Co Minn



State of Minnesota  
District Court Eighth Judicial District  
County of Carver

Herman Wagoner

vs

Ferdinand Phil. Wick A Warner,  
Catharine Warner Abbie S James  
and Freeman James

State of Minnesota  
County of Carver ss

I L Barche being duly  
sworn on oath says that he is one of  
the attorneys for the plaintiff in the  
above entitled action, that the summons  
in said action was duly personally served  
upon the above named defendants,  
Abbie S James and Freeman James  
on the 22<sup>d</sup> day of December A.D. 1873  
and was also after duly served  
upon the defendants, Walter A Warner  
and Catharine Warner by the pu-  
blication of the said summons  
in the Minn. registered by hand  
which said service by publication  
was completed on the 25<sup>th</sup> day of  
March A.D. 1875. That more  
than twenty days have elapsed  
since the service of said summons  
on each and all of said defendants

in the manner aforesaid, and  
that none of said defendants have  
answered or demurred to the  
complaint in said action or  
served a copy of an answer  
or demurr therein nor has the  
said defendants or any or  
either of them in any manner  
whatsoever appeared in said  
action, and further the affiant  
swears not.

Subscribed and sworn L. S. Baxter  
to before me this 8<sup>th</sup> day  
of May A.D. 1875  
W. H. Child

Notary Public  
Carmichael

Official of notary

Filed, September 22nd 1875.  
Notary Public  
Carmichael

State of Minnesota } District Court  
County of Carver } 8<sup>th</sup> Judicial District

Herman Wagner }  
Against }  
Ferdinand Mies }  
Oblie S James }  
Aruman James }  
Willie A Warner }  
and Catherine Warner }

On reading and filing  
due proof by the affidavit of Le Le Baxter  
one of the attorneys for the plaintiff in the  
above entitled action, that the summons  
herein has been duly served on all of  
the above named defendants (except Ferdin-  
and Mies) more than twenty days  
since, and that no answer and no  
answer has been put in to the com-  
plaint in said action and that neither  
of the said defendants, Oblie S James  
Aruman James Willie A Warner and Catherine  
Warner have in any manner whatever  
appeared in said action.

Now on motion of Baxter & Hick  
attorneys for the plaintiff, no one appearing  
for the defendants:

Ordered that the above entitled action



And the same hereby is referred to  
John F. Sudd attorney at law of Chaska  
Minnesota to take ~~and~~ hear the proofs  
of all of the material facts charged in  
the complaint in this action and to  
report to this Court the facts which he  
said referee shall find from such  
proofs. with all convenient speed in

John H. Brown  
Judge 12<sup>th</sup> dist. acting

Order of Court for  
Reference,

Filed Sept 22<sup>nd</sup> 1895  
J. H. Brown  
Judge



State of Minnesota      District Court  
County of Carver      1<sup>st</sup> Jud District

Herman Wagner  
against  
Ferdinand Shies  
Freeman James  
William ~~Harner~~ Warner  
Abbie S James  
and Catherine Warner

This action having been referred to me, by order dated day of May A.D. 1875 to take the proofs of all the material facts charged in the complaint in this action, and to report to said court the facts found by me from such proofs. I respectfully report.

That on the 27<sup>th</sup> day of July 1875, the evidence and proofs on the part of the plaintiff were duly produced before, and received by me in said action, at my office in the village of Chaska <sup>Quincy</sup> County aforesaid. Counsel appearing for Plaintiff: no one appearing

for Defts. and upon such evidence and proofs. I find the following facts, to wit:

1<sup>st</sup> That on the 4<sup>th</sup> day of November A.D. 1857. the "Shasta Company" a corporation duly and legally organized and existing under the provisions of an act of the Legislature of the Territory of Minnesota at the time aforesaid, entitled "An Act to incorporate the Shasta Company," approved March 7<sup>th</sup> A.D. 1857. were seized in their own right, in fee simple absolute, of the property described in the complaint in this action, to wit: Lot Number (41) one Block Number (42) Forty two, in the townsit, now village of Chassta, according to the plat thereof on record in the Office of the Register of Deeds of said County of Carver

2<sup>nd</sup> That the Shasta Company

on the 11<sup>th</sup> day of November  
A.D. 1857 conveyed by good  
and sufficient Warranty Deed  
the aforesaid Lot Number one  
in Block Forty two in the new  
village of Chaska to Henry  
Moser of Carver County and  
Territory of Minnesota. which  
said Deed was duly signed,  
sealed, and delivered to the  
aforesaid Henry Moser by one  
J. P. Smith, Attorney in fact  
for said Company, who was  
duly authorized and empow-  
ered by said Company to  
make such sale and con-  
veyance, as such Attorney  
in fact.

3<sup>rd</sup>. That on the 1<sup>st</sup> day of  
August A.D. 1858, the said Henry  
Moser <sup>and</sup> Annie Moser his wife,  
did, by good and sufficient  
Deed of Conveyance, duly ex-  
ecuted, acknowledged, and  
delivered to Herman Wagner  
the plaintiff in this action,  
convey to him, the said



Norman Wagner, in fee simple, the above mentioned Lot No (1) one in Block Forty two (42) in said village of Chaska, which said Lot is the same as mentioned in the complaint in this action, said Deed being now now on record in the Office of the Register of Deeds in the County of Carver aforesaid.

4<sup>th</sup> That the money paid by Henry Maser for the said Lot described in the complaint, was received by the Shaska Company, and the acts of J. D. Smith as Attorney in fact of said Shaska Company were endorsed and confirmed by said Shaska Company.

That on the 25<sup>th</sup> day of ~~November~~<sup>May</sup> A.D. 1874 the said J. D. Smith as Attorney in fact of the said Shaska Company duly acknowledged the execution of said deed from said company to said Henry Maser, as the act and deed of said Shaska Company.



5<sup>th</sup> That the defendants ~~Herbert and Mrs. Herman James~~  
William Warner, Abbie S. James  
and Catherine Warner have not  
<sup>title to any</sup> title to the aforesaid Lot No 1  
Block 42, the title after having  
been acquired from the Shasta  
Company, never having passed  
from the said Henry Moser  
at any time previous to the exe-  
cution of said deed to Herman  
Warner. Aug 1<sup>st</sup> 1878.

6<sup>th</sup> That at the time the  
Shasta Company, the deed  
purporting to convey Lot No 1  
Block 42 as aforesaid to  
Abbie S. James, to wit, November  
13<sup>th</sup> 1868. They had no title in  
or to the said Lot. And really  
conveyed nothing by said  
deed.

John F. Todd  
Referee

State of Minnesota      Dist Court  
County of Carver      7<sup>th</sup> Jud Dist

Herman Wagner  
against

Ferdinand Hiss, Herman James  
Abner S. James, William A. Warner  
and Catherine Warner

State of Minnesota      ss  
Carver County,      ss

I John F. Todd do solemnly swear that I will faithfully & fairly hear and examine the above entitled action, and make a just and true report thereon, according to the best of my understanding and ability. So help me God

Subscribed and sworn to before me  
the 27<sup>th</sup> day of July, 1875

L. L. Burster

Notary Public, Carver County

State of Minnesota  
County of Carver  
Dist Court  
1st Jud Dist

---

Herman Wagner  
against  
Ferdinand Thies  
et al

---

Referees report

Filed Sept 20. ad 1895.  
Gybrayentuchl  
Attest

---

John S. Todd  
Referee

State of Minnesota  
District Court Eighth judicial district  
County of Carver

Herman Wagon  
against

Ferdinand Thies Freeman James  
Abner S James, Willa A Warner and  
Catharine Warner -

The above entitled action having  
been brought on to be heard upon the finding  
of fact, found by John F. Todd Esq  
Referee duly appointed for that purpose

Upon said findings of fact I find  
the following conclusions of law  
I find that the above named  
plaintiff is the owner in fee simple  
of the premises described in the com-  
plaint in said action to-wit (1)  
One in Block (42) forty two in the  
Village of Chester Carver County  
Minnesota - according to the recorded  
plat of said Village in the office of the  
Register of Deeds of said Carver County  
II That the said defendants in  
this action Freeman James, Abner S James  
Willa A Warner and Catharine Warner  
have not, either or any of them  
any right title interest in or to said  
premises or any part thereof



It is therefore ordered that fully met  
in said action be entered in favor  
of said plaintiffs and against the  
said defendants from and between John  
Spencer, William A. Warm and Carter  
Warm, excluding the said defendants  
from all and any right title interest  
or claim and in or to said premises  
or any part thereof; and con-  
firming the title thereto in said  
plaintiffs in accordance with the  
foregoing conclusions of law.

It is further ordered that the plaintiffs  
<sup>against said defendants above named as not appearing</sup>  
have judgment for his costs and  
disbursements expended in and about  
the prosecution of this action.

Dated August 16th 1875

John H. Brown

Judge 12th Dist acting

Subscribed for  
Judgment.

Filed, Sept 28, 1875.  
W. H. Brown  
Clerk

STATE OF MINNESOTA,  
County of \_\_\_\_\_

Court \_\_\_\_\_

against \_\_\_\_\_

Affidavit of No Answer.

STATE OF MINNESOTA,  
County of \_\_\_\_\_ ss.

being first duly sworn, doth depose and say, that he is \_\_\_\_\_ the Attorney for the Plaintiff in the above entitled action; that the summons in said action was personally served upon the defendant therein as appears by the return thereon; that more than twenty days have elapsed since the service of said Summons, and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 187 \_\_\_\_\_

Notary Public, Minn.

Dist Court 5th Dist  
Carm COUNTY.

Herbert Mayne

AGAINST

Freeman Jam et al

Subscribed  
Affidavit of No Answer, &c.

Filed Sept 2nd 1877  
G. W. Mayne & Co. Attorneys

Robert A. Chubb  
Attorney for Plaintiff.

Kennedy & Cunningham, Printers and Stationers.

State of Minnesota,  
County of *Carm*

District COURT.  
*8th Dist*

*Hermann Meyer*

Against

Affidavit of Disbursements.

*Andreas Thies Freeman Janus  
Abraham S. Miller Rich A. Warner  
And Carter Warner*

Plaintiff's Costs and Disbursements.

Statute Costs,

*five* Affidavits,

Sheriff's Fees,

Clerk's Fees to be added,

*Referum Luns  
Printer for*

\$ *10.00*  
*1.25*  
*4.05*  
*70 95*  
*10.00*  
*8.85*  
*Sum \$42.10*

Amount claimed in Summons.

Principal,

Interest,

State of Minnesota.

County of *Carm*

ss.

*L. L. Bayton*

being first duly sworn, doth depose and say, that he is *one of* the Attorney of said Plaintiff in the above entitled cause; that the above bill and items of Costs and Disbursements therein are just and correct, and have been or will be necessarily incurred therein.

Subscribed and Sworn to before me,

On this *26th* day of *August* A. D. 187*5*

*J. F. Todd*

*Justin Pearson*

Notary Public, Minn.

*L. L. Bayton*



State of Minnesota  
District Court Eighth Judicial District  
County of Carver

Hermann Wagner

against

Ferdinand Shier, Freeman James  
Abbie S. Freeman, Willie Atwater  
and Catharine Warner.

The above entitled action  
having been brought on to be  
heard before the report of the referee appointed  
by said court to take the proofs  
and report the facts found by him there-  
from and upon the pleadings and findings  
of law by said court, and said  
court having after due consideration  
of such report and pleadings ordered that  
judgment be entered in favor of said  
plaintiff and against the defendants  
Freeman James Abbie S. Freeman, Willie At-  
water and Catharine Warner confirming  
the title to the land described in said  
complaint in this <sup>in said plaintiff's</sup> action, and ex-  
cluding said defendants from any interest  
therein Barton & Child appearing as  
Attorneys for plaintiff, no one  
appearing for defendants.



It is therefore on motion of said 13<sup>th</sup> & 14<sup>th</sup> & Child plaintiffs said Attorneys ordered  
adjudged and decreed and this Court  
by virtue of the power therein vested  
does order adjudge and decree that  
the above named plaintiff Herman  
Wayne is the owner and holder in fee simple  
absolute of all of the land and  
real estate in the complaint in this  
action described to wit Lot Number  
(1) One in Block Number (42) forty  
two in the village of Chaska in the  
County of Carver and State of  
Minnesota according to the plat  
thereof on record in the office of the  
Register of Deeds of said Carver  
County. And it is further ordered  
adjudged and decreed that the  
said defendants Freeman James  
Abbin & James With A Warren  
and Catharine Warren have not  
any or either of them any title  
claim right interest or demand  
in or to said premises or any  
part thereof - And it is further  
ordered and adjudged that the  
said plaintiff recover of the said  
defendants Freeman James Abbin

State of Minnesota  
District Court  
County of Carver.

---

Hermann Wagner  
vs

Ferdinand Dried.  
Freeman James, Abby S. James  
Willie, A. Warner & Bathie Warner,

---

Judgment Roll.

---

Judgment, Costs \$42.10

---

Filed Sept 27. A.D. 1895.  
G. H. Hagenbuhl Clerk.

138.

---

Waxter & Child, atty for Duff  
Charles. Mason,

I James Miller A Warm and  
Cotton Warm his costs and  
disbursements expended in and  
about the prosecution of this action  
amounting to the sum of  
Forty two & 40/100 Dollars.

As taxed by the Clerk of said Court  
Date September 22<sup>nd</sup> 1845.

By the Court:

J. Grayenbuck  
Clerk

No.

781

DISTRICT COURT,  
CARVER COUNTY, MINN.

Hermann Wagner  
Plaintiff.

vs

Ferdinand Thies etc  
Defendant.

Baxter & Child  
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry

Oct 6

1873

Count

Register of Actions

A

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Term Tried

Oct

1874

Judgment for

Amount of Judgment \$

42.10

Date of Judgment

Sept 2nd, 1875

Judgment Book

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Date of Docketing

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