



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

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No. 790

DISTRICT COURT,  
CARVER COUNTY, MINN.

*Berfield & Booth*  
Plaintiff.

vs.

*Stephen Pool*  
Defendant.

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *December 9, 1873*  
*Court Reporter*  
Register of Actions *A* Page *174*

Term Tried *1*

Judgment for

Amount of Judgment \$

Date of Judgment *1*

Judgment Book Page

Default Judgment Book Page

Date of Docketing *1*

Know all men that I  
Montgomery Berfield of  
Young America in the County  
of Cass State of Minnesota  
and Stephen Pool of the  
same place have hereby  
agreed to submit the  
demands between us  
said Berfield's demand  
containing also L. E. Booth's  
demands if any be has  
in the matter of settlement  
between us being a former  
Partner of the <sup>defy</sup> Berfield and  
Pool concerning a certain  
threshing Machine, which  
said demands as are  
more particularly drawn  
and set forth in the  
statement herunto  
annexed and marked  
"A" to the determination  
of H. J. Peck Esg and  
Frank Warner Esg. with  
the understanding that  
if the said persons so  
appointed as arbitrators  
as aforesaid fail to  
agree upon an award  
the parties shall select  
some third person to act  
with them and in case  
of such selection of said

third person the Majority  
of the Arbitrators or  
Appointment shall determine  
the rights of the parties  
the amount of whom  
being made and reported  
within twenty days  
from this day to  
the District Court  
for the County of Carver  
the judgment thereof  
shall be final and  
if either of the parties  
shall neglect to appear  
before the Arbitrators  
after due notice  
given of the time and  
place appointed for  
the hearing of the parties  
the Arbitrators may  
proceed in his absence

Dated this 21<sup>st</sup> day of  
November A.D. 1873

Montgomery Corfield  
L. C. Booth  
Stephen Pool

State of Minnesota  
County of Carver ss. Then  
The above named



Montgomery Burfield  
L. E. Booth and Stephen  
Paul appeared and  
acknowledged the above  
instrument by them  
signed to be their free  
act

Before Me November 22<sup>d</sup> 1893

Thomas Ellsworth  
Justice of the Peace

H<sup>o</sup>

Statement of the Specific  
 agreement demand submitted for  
 arbitration existing and claimed by  
 L. E. Booth, and Montgomery Ampfule  
 Co-partners, against Stephen Pool  
 late member of said partnership, Con-  
 sidering of L. E. Booth, Montgomery Ampfule  
 and Stephen Pool. of Young America Steam  
 Co. Uthm.

Debt	Cash on Booth account	\$ 8.00
Contract	Difference in wages	" 87.00
Among the	Cash paid for hauling engine	" 4.00
Partner of	Learn him	" 28.66
1873.	Secondary expenses -	" 5.91
	Due on Separator	" 85.94
	Total	\$ 219.91.

And it is further stated that upon an  
~~agreement~~ <sup>agreement</sup> made between said partners of  
 date Oct 14, 1873. viz: Montgomery Ampfule  
 and Stephen Pool that there was an  
 consideration in bill of sale dated Oct  
 14 / 73. the sum of \$ 274.94, then and  
 the matter to be determined is shall  
 the said claim of \$ 219.91, or any  
 part thereof be set off against  
 the said claim of \$ 274.94, it being  
 admitted that all other claims, and  
 demands between the said parties  
 are settled and adjusted

State of Minnesota  
County of Carver } ss

I H. J. Peck  
do solemnly swear  
that I will faithfully  
and fairly hear and  
Examine the matters in  
controversy between  
Stephen Pool and Montgomery  
Berfield, in Arbitration  
and to make a just  
award according to the  
facts and evidence  
brought before  
me this 21<sup>st</sup> day  
of November A.D.  
1873

H. J. Peck.

Thomas Ellsworth  
Justice of the Peace





Articles of Copartnership made this  
10<sup>th</sup> day of June 1873. between Mont-  
gomery Burfield, Stephen Pool and  
Eduarda Barth of Young America  
Carrico, Minn.

Witnesseth, that the said parties do  
hereby agree to enter into Copartnership in  
the ownership and operating of a  
Portable Engine and saw mill, and thru-  
-shing machine, to be used and opera-  
-ted as a majority of said owners shall  
think proper.

1. It is agreed that each of said par-  
-ties shall own the undivided one third  
interest therein, each to have one third  
of all the profits resulting from the  
operating of said Portable Steam Engine  
saw mill and thrashing machine, and each  
to pay one third of all losses and ex-  
-penses resulting from the operating of  
said property.
2. It is hereby agreed between said parties  
to keep a complete set of account books  
which books shall show all the business  
transactions of said copartners as partners  
and be open to the inspection and exa-  
-mination of each and all of said part-  
-ners at any time.
3. A settlement shall be made of said

partnership business and dividends  
made and balances struck at least  
once in each month.

Signed in the  
Presence of  
A W Tiffany

Stephen Pool  
Montgomery Copfield  
L E Booth

Articles of Copartnership

"A"



Oct 14<sup>th</sup> 1872

Montgomery Perfield

Bot of Steven Pool

his one third part of a  
12 Hars engine Sawmill  
and Separator for the sum  
of Eight hundred and seventy  
three dollars payable in one  
month. The said Steven Pool  
is to give me the one third  
part. That has been earned  
by said machinery except  
23 dollars that he has in his  
possession and the interest he  
paid. Tifny Island, as it is  
said Steven Pool is not to pay  
it back to the Company.

Montgomery Perfield



Oct-14-1873

Montgomery Denfield Bought of  
 Steven Pool his one third Part of a  
 twelve Horse Engine Saw Mill & Separator  
 for the Sum of Eight Hundred and Seventy  
 three dollars Payable in one month  
 the said Steven Pool is to give me  
 the one third Part that has been earned  
 by said Machinery Except 23 dollars that  
 he has in his Possession and the Intrest  
 He paid Tiffin Sturges as it is said  
 Steven Pool is not to pay it Back to the  
 Company.

Stephen Pool

1/6"

In the matter of Arbitration  
between Montgomery Brimfield L.E. & Both  
and Stephen Paul Edmunds  
We the undersigned arbitrators after  
hearing at Young & Greenlaw Law Co.  
No. 21-1873, <sup>all the parties appearing</sup> the evidence in the matter  
aforesaid and after due consideration  
do find in relation thereto the following:

- 1 That on the 18<sup>th</sup> day of June 1873. the  
above named parties entered into  
a partnership in the ownership and  
operating of a Steam Thresher and  
saw mill.
- 2 That said partnership was continued  
from that time up to and until Oct 14  
1873. at which time the same was  
dissolved as to said Stephen Paul  
by sale of his interest therein to  
said Brimfield for the sum of \$875.  
and Paul's share of the profits of the  
machine except \$23.00 dollars.
- 3 We find that at the time of such  
sale Oct 14<sup>th</sup> aforesaid there was due  
in Both account and debts made  
by the partnership during its existence  
the following  
Both's account (balance) \$8.39.  
As to this item we find that the same

was by agreement between the partners  
due from Stephen Pool to said other  
two partners and that it is a proper  
set off by said Amfulew against  
said Pool in payment of said machine  
under sale of Oct 14, and so awarded.

4<sup>th</sup> We find that at the time of such  
sale there was a balance due from  
said Pool on the Separator to said  
machine the sum of \$85.95 - Eighty five  
dollars and 95/100, and that the same  
was assumed by said Amfulew  
under said sale, and that it is a  
proper offset against said Pool  
in payment of said machine of the  
sale Oct 14 1873, by said Amfulew  
and so awarded.

5<sup>th</sup> We find that there is due from  
said Stephen Pool to the other two  
partners for an item of "Team hire"  
the sum of fourteen dollars and  
thirty three cents, \$14.33 and that  
by the agreement between the parties  
the same is a proper set off against  
said Pool in payment of the interest  
on machine purchased by Amfulew  
of date Oct. 14 1873, by said Amfulew  
and so awarded.

As to the following items, to wit:

Expenses in wages \$87.00

Paint house on engine 4.00

Sanitary expenses 5.91

~~The~~ Co. claims that the same are not proper charges against said Stephen Pool and the same are therefore disallowed.

And we therefore award to said Montgomery Prefecture and S.E. both against said Stephen Pool the sum of \$108.67, upon the items hereto attached marked Exhibit A and make a how oft report

H. J. Rich.

Frank Warner

Attest—

Geo. A. Dunsen



In Matter of  
Arbitration of  
— of —

Montgomery Dufala  
L.E. Roth  
with

Stephen Pool  
— " —

Report —

Stephen Paul

Dr

To Burfield & Booth

X. Brick account - 8.39

Difference in wages 87.00

X Paid Hanel for engine 4.00

His third of team hire 28.66

X Sundry Expense 5.91

His third of bal due in September 85.95

219.91

2/4  
Exhibit D  
85.95  
18.80  
104.25

87.39  
13.91  
101.30

114.61

103.96

85.95  
18.01

85.95  
28.66  
114.61

85.95  
28.66  
114.61

18.80  
105.30

85.95

21.00

106.95

143 43 143

85.95 43 0

13. 21.50  
316.45

No. 790

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

Berfield + Booth  
Plaintiff.

vs.

Stephen Pool  
Defendant.

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry December 9, 1873  
Court Register  
Register of Actions A Page 174

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

No. 791

DISTRICT COURT,  
CARVER COUNTY, MINN.

*Ernest Kibner*

Plaintiff.

vs.

*James Patterson*

Defendant.

*Frank Warner*

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *December 20th* 1873

Register of Actions *"A"* Page 185

Term Tried 19

Judgment for *Plaintiff*

Amount of Judgment \$ *242.27*

Date of Judgment *January 16th* 1874

*Minute Record*  
Judgment Book Page 353

Default Judgment Book Page

Date of Docketing *January 16th* 1874

*Judgment Record* Page 180



State of Minnesota  
County of Carver

Frederick Foster being first duly sworn deponent and says that on the 22<sup>d</sup> day of December A.D. 1873 he served the within Summons on the within named James Patterson personally by handing the same to him and by delivering to him a true copy thereof at Tolly Amosick in the County of Carver and that he knows the said James Patterson to be the identical person represented as the defendant herein sworn and subscribed before me this 23<sup>d</sup> day of December A.D. 1873 Frank Warner Justice of the Peace

Given 25<sup>th</sup>  
copy 15  
30 miles 3.00  
DISTRICT COURT  
J. Lee  
Judicial District  
County of Carver

Snook (Polen's)  
vs  
James Patterson

SUMMONS.

Filed, December 23<sup>d</sup> 1873  
Gibbey & Co. Clerk.  
185-

Frank Warner  
Plaintiff Attorney

STATE OF MINNESOTA,

DISTRICT COURT,

County of

Carver

Judicial District.

Enoch Holmes

vs

James Patterson

SUMMONS.

THE STATE OF MINNESOTA to the above-named Defendant:

You James Patterson are hereby summoned and required to answer the complaint in this action which is filed in the office of the Clerk of the District Court at Chaska in said County and to serve a copy of your answer to the said complaint on the subscriber, at his office in

Carver in said County

within twenty days after the service of this summons upon you, exclusive of the day of such service, and if you fail to answer the said complaint within the time aforesaid, the Plaintiff in this action will take judgment against you for the sum of one hundred and seventy two dollars and ninety two cents with interest at seven per cent per annum from the 10<sup>th</sup> day of September A.D. 1868 besides the costs of this action.

Dated Decem<sup>r</sup> 18<sup>th</sup> 1873.

Plaintiff Attorney, Carver Minn

fol 11

State of Minnesota  
County of Carver }  
District Court }  
San Francisco Bid. }

Enoch Holmes }  
vs }  
James Patterson }

The Complaint  
of the Plaintiff respectfully  
states and shows to this  
Court, that on divers  
times between the 27<sup>th</sup> day  
of December A.D. 1867 and  
the 10<sup>th</sup> day of September  
A.D. 1868 the defendant  
above named became  
indebted to the above named  
plaintiff on account  
for goods wares and  
merchandise sold and  
delivered to said defendant  
at his request, of the  
amount and to the value  
of One hundred and  
2 twenty three dollars and  
Eighty seven Cents, as will  
more particularly appear  
by the Bill of Particulars hereto

examined and marked  
"A" and made a part  
of this Complaint,  
And the Complaint  
of the Plaintiff further states  
and shows, that said  
goods, wares and merchandise  
were of the value set opposite  
each item in said Bill  
of Particulars and that  
said Amount of money  
is now due and  
unpaid, except the sum  
of ninety five Cents having  
been paid thereon, and  
Creditors in said Bill,  
that payment of the whole  
Amount due said Plaintiff  
has often been requested

Wherefore the Plaintiff  
demands judgment against  
said defendant for the  
sum of one hundred and  
seventy two dollars and  
ninety two Cents with  
interest from the 10<sup>th</sup> day  
of September A.D. 1868 at  
seven per cent per annum



beside the cost of this action  
Dated Carver  
December 18<sup>th</sup> 1873 } Frank Warner  
Atty for Eliza  
Carver  
Min

State of Minnesota  
County of Carver }  
Enoch Holmes  
being first duly sworn  
deposes and says that he  
is the plaintiff in the  
following entitled action  
that the facts set forth  
in the foregoing Complaint  
are true of his own knowledge  
except as to those matters  
therein stated upon information  
or belief and as to those  
matters he believes to be  
true

Subscribed before me  
this 18<sup>th</sup> day  
of December A.D. 1873 }  
Holmes

Frank Warner  
Justice of the Peace

July	9	To	Amt 1 for 7	1	152 32
Aug	26	,	Tea 2 <sup>00</sup> Sugar 2 <sup>00</sup> Cash 1 <sup>00</sup>		1 30
"	"	"	Ribbon 50 Buckles 20		1 20
"	"	"	Suspenders 60 35 yds of Laine 8 <sup>75</sup>		9 35
Sept	10	,	1 Pair Shoes 3 <sup>00</sup> 1 Pair Slippers 1 <sup>50</sup>		4 50
"	"	"	1 # Tea		2 20
					<hr/> 173 87

By Bal on wheat

Interest-

95 / 172.92

Jas Patterson

In acc with E Holmes

1867						
Dec	21	10	36 1/2 yds Dr Laine			9 12
1868/57	Jan	1	Sugar 1 <sup>00</sup> Tea 2 <sup>00</sup>			3 20
			Tobacco			1 50
	25		8 sacks 2 <sup>40</sup> 1 Veil 2 <sup>00</sup>			2 90
			2 1/4 yds Pants stuff 4 <sup>75</sup> 1 1/4 Tea 1 <sup>25</sup>			5 95
	29		Shoes 1 <sup>40</sup>			1 40
	31		1 Hat 1 <sup>00</sup> 7 yds Hickory 2 <sup>00</sup> 10 Spools Cotton			4 60
			Sugar 1 <sup>00</sup> Codfish 5 <sup>00</sup> Crabs 1 <sup>00</sup>			7 20
Feb	12		Soda 1 <sup>00</sup> Dried Apples 1 <sup>00</sup> Coffee 1 <sup>00</sup>			3 15
Feb	6		Sugar 1 <sup>00</sup> Nutmeg 6 <sup>00</sup> Pepper 6 <sup>00</sup>			2 20
			Gr. Tar Tar 4 <sup>00</sup> Cinnamon 2 <sup>00</sup> Currants 7 <sup>00</sup>			1 40
			Linger 2 <sup>00</sup> Mustard 2 <sup>00</sup>			50
			2 1/4 Tobacco 3 <sup>45</sup> Tea 2 <sup>00</sup>			5 65
			Tobacco 1 <sup>00</sup> Cassimere 1 <sup>65</sup>			2 65
Apr	3		Sugar 2 <sup>00</sup> Tea 2 <sup>00</sup> Whip 2 <sup>00</sup>			4 20
Apr	7	16	2 Pickins 2 <sup>00</sup> Glass 2 <sup>00</sup>			2 75
May	16		Ladies cloth 2 <sup>40</sup> Looking Glass 5 <sup>00</sup>			2 90
			20 yds Calico 3 <sup>20</sup> 2 Ladies Hats 5 <sup>00</sup>			8 70
			2 Flowers for Hats 5 <sup>00</sup> 2 Veils 1 <sup>00</sup> 2 pr Shoes 5 <sup>00</sup>			7 00
			1 pair Shoes 2 <sup>25</sup> Buttons 5 <sup>00</sup>			2 75
Jul	8		3 yds Ladies Cloth 4 <sup>50</sup> 2 Tea 4 <sup>00</sup>			8 50
			Sugar 2 <sup>00</sup> Tobacco 2 <sup>00</sup> 1 Tea 7 <sup>00</sup>			4 75
	30		200 Brick			2 00
June	6		Coat & Vest 15 <sup>00</sup> Sugar 1 <sup>00</sup> Tea 3 <sup>00</sup>			19 20
	15		Parasol 3 <sup>00</sup> Belt 1 <sup>00</sup> Buckle 5 <sup>00</sup>			4 50
			Robinet 9 <sup>00</sup> Shoes 4 <sup>00</sup> Mrs Thomas 5 <sup>00</sup>			9 95
			Tea 2 <sup>00</sup> Sugar 1 <sup>00</sup> Ralivatus 1 <sup>00</sup>			3 35
			Hash Board 3 <sup>00</sup> Lawn 5 <sup>00</sup> Hdkf 4 <sup>00</sup>			5 75
July	27		1 pair Gaiters			2 00
July	7		Ant due E Holmes on old Ledger			10 85
	9		Gaiters 2 <sup>00</sup> Tobacco 7 <sup>00</sup>			2 75
over						152 32

March 1868

Supt Court  
Supt Dist  
In

Enoch Holmes  
vs  
Jas Patterson  
Complaint

Filed, December 20<sup>th</sup> 1843  
G. W. Grayentubel  
Clerk

185

Frank Warner  
atty for Pltff  
Carver



Dist Court  
8<sup>th</sup> Dist  
in

Enoch Bolms  
vs

James Patterson  
vs

Off J<sup>no</sup> Answer  
vs

Filed, January 16<sup>th</sup> 1874.  
Gefhragenbuhl  
(clerk)

Frank Warner  
att<sup>y</sup> for Pl<sup>ty</sup>  
Answer

64.95

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

Enoch Holmes

vs.  
James Patterson

Carver County, Minn.

Enoch Frank Warner  
being first duly sworn  
deposes and says, that  
he is attorney for the  
Plaintiff in the above Entitled  
action and has been  
acting as such attorney  
from the commencement  
thereof, that no copy  
of an Answer to said  
Complaint has been served  
upon him, neither has  
said defendant appeared  
in said action in person  
or by any attorney

Sworn to and  
subscribed before me this 16<sup>th</sup> day of  
January A.D. 1874.  
Geo. A. L. Taylor Notary Public Carver & Minn.

Frank Warner

Judgment \$ 172.92  
 Interest since Sept 10. 1868 64.45  
\$ 237.37

Statute Costs \$ 5.00  
 Service of Summons " 3.40  
 Clerk's fees " 3.20 " 11.60  
Total \$ 249.27

Dated January 16th AD 1874.

By the Court: G. Wrayenbuhl  
 Clerk.

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

Ernest Holmes  
against  
James Patterson.

Copy of Judgment.

This cause came on to be heard on the 16<sup>th</sup> day of January, A D 1874, upon the Complaint, Summons and Affidavit of no answer, and there being no appearance of the part of said defendant, and it appearing that the plaintiff is entitled to judgment for the Amount claimed in the Summons and Complaint.

Now therefore, upon motion of Frank Warner Attorney for Plaintiff, It is adjudged, and the judgment of this Court is that said Plaintiff recover of said defendant the Sum of One hundred Seventy two dollars and ninety two cents, with Sixty four dollars and Twenty five cents, Interest, as claimed by said Summons & Complaint, together with the Sum of Eleven dollars and Sixty cents, Costs and Disbursements taxed in said action, the whole amounting to the Sum of Two hundred forty nine dollars and Twenty Seven cents, and that said Plaintiff have his lawful process therefor.



1893  
State of Minnesota  
District Court,  
County of Carver,  

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Knock Holmes  
vs  
James Patterson.  

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Judgment Roll.  

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Judgment	\$ 172.94
Interest	" 64.95
Costs	" 11.60

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Total \$ 249.49  

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Filed, January 16<sup>th</sup> A.D. 1894.  
G. W. H. G. G. G. G. G.  
Clerk,

---

Frank Warner, attorney  
for P. H. Carver, Minn.

No. 791

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

Enoch Holmes

Plaintiff.

vs.

James Patterson

Defendant.

Frank Warner

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry December 30th 1973

Register of Actions "A" Page 185

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 249.27

Date of Judgment January 16th 1974

~~Minute~~ Records Judgment Book 4 Page 353

Default Judgment Book Page

Date of Docketing January 16th 1974

Judgment Record Page 180

No. 792

DISTRICT COURT,  
CARVER COUNTY, MINN.

Peter M. Johnson  
Plaintiff.

vs.

Chas. A. Gaus  
Defendant.

Frank Warner  
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry December 22nd 1913

Register of Actions "A" Page 180

Term Tried 19

Judgment for

Amount of Judgment \$

Date of Judgment 19

Judgment Book Page

Default Judgment Book Page

Date of Docketing 19



State of Minnesota,  
County of Carver

District Court of the Judicial  
District

Peter Magnus Johnson  
AGAINST

AFFIDAVIT FOR ATTACHMENT.

Charles A. Gunn

State of Minnesota,  
County of Carver

Peter Magnus Johnson came

before me personally, and being first duly sworn doth say, that he is Peter Magnus Johnson — said Plaintiff in the above entitled action which is brought for the recovery of money, and a summons has been issued therein.

That a cause of action exists against the Defendant, and in favor of said Plaintiff therein, and the amount of said Plaintiff's claim therein is one hundred and five (\$105,) Dollars, and the ground thereof is as follows, that is to say: for work and labor performed by said Plaintiff for said Defendant upon Defendant's Brick Yard during the Year A.D. 1873. Upon Contract made between said Plaintiff and said Defendant.

And that the defendant has good reason to believe and does believe that said Defendant is about to fraudulently convey and dispose of his property so as to hinder and delay this defendant from the collection of said debt.

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



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

Subscribed and Sworn to before me,

On this 18<sup>th</sup> day of December A.D. 1873

*Peter Magnus*  
*Frank Warner*  
*Justice of the Peace*

*District Court 8<sup>th</sup> Judicial District*

County of *Barren*

AGAINST

### 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 *Dec. 20<sup>th</sup>* 1873

*A. L. Chatfield*

Judge of said Court.

Filed *December 23<sup>d</sup>*, A.D. 1873

*Chapman*

Clerk of said Court.

Plaintiff Attorney.

ST. PAUL PRESS PRINT.

*180*

State of Minnesota, } DISTRICT COURT,  
County of Levee } 8<sup>th</sup> Judicial District.

Peter Magnus Johnson  
ayst  
Charles A. Gam

Bond in Attachment.

Know all Men by these Presents, That The Peter Magnus Johnson as principal and Samuel Peterson and A. Linsell as sureties are held and firmly bound unto

Charles A. Gam  
defendant 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

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

Sealed with our seals and dated this 10<sup>th</sup> day of December A. D. 1873

§. The Condition of this obligation is such that, whereas, the above named plaintiff has applied to the proper officer for a writ of attachment against the property of

Charles A. Gam  
defendant in said action, and has filed an affidavit pursuant to the statute in such case provided. Now therefore, if the said plaintiff shall pay all costs that may be awarded to said defendant (if he recover judgment in said action,) and all damages which he may sustain by reason of the attachment, not exceeding the sum of two hundred and fifty dollars, then this obligation shall be void, otherwise of force.

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

10<sup>th</sup> day of December A. D. 1873

Signed, Sealed and Delivered in presence of

Frank Warner  
J. Linsell

Peter Magnus Johnson [SEAL.]

S. Peterson [SEAL.]

A. Linsell [SEAL.]

State of Minnesota, }  
County of Levee } ss.

Be it Known, That on this 10<sup>th</sup>

day of December A. D. 1873, came before me personally Peter Magnus Johnson and Samuel Peterson and A. Linsell

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

Frank Warner  
Justice of the Peace



State of Minnesota,

County of Crow

ss.

Samuel Peterson and

A. Linnell upon oath doth say, each for himself, that he is one of the sureties above named; that he is a resident and freeholder of and in the State of Minnesota, and worth the amount of Two Hundred and Fifty Dollars specified in the foregoing bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

Subscribed and Sworn to before me,

On this 10th day of Dec A.D. 1873

S. Peterson

Frank Warner

at Linnell

Justice of the Peace

**DISTRICT COURT,**

County of Crow

Peter Magnus Johnson  
Respondent

vs.  
Chas. A. Linnell

**BOND IN ATTACHMENT.**

I hereby approve the within Bond and the sureties thereon.

Dated Dec. 20<sup>th</sup> A.D. 1873

A. G. Chappell  
Judge of Dist. Court

-180-

Plaintiff Attorney.

Yates, December 22nd 1873.  
Chas. A. Linnell

ST. PAUL PRESS PRINT.

pay said Plaintiff the  
sum of twenty five dollars  
per month for such  
labor as he might  
perform around said  
Brick Yard other than  
Moulding the Brick and  
Carrying the same upon  
the Yard. And for  
Moulding the Brick and  
Carrying the same upon  
the Yard the sum of  
twenty seven dollars  
per month should he  
perform such labor  
which said agreement  
was fully accepted <sup>to</sup> by  
said Plaintiff, that  
thereafter on the said  
21<sup>st</sup> day of April A.D.  
" 3 1873 he commenced to  
work and labor for  
said Defendant and so  
continued for the term  
of six months and  
fifteen days, that during  
the term he so worked  
as aforesaid, he performed



fol 11

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

Peter M. Johnson  
vs  
Charles A. Gann

The Complaint  
of the Plaintiff respectfully  
states and shows to this  
Court, that on the 21<sup>st</sup>  
day of April A.D. 1873  
he entered into a Contract  
Dreed with the above  
named defendant by  
the terms of which he  
promised and agreed  
to work and labor for  
said defendant upon  
his Brick Yard at  
Carver in said County  
during the season for  
making Brick in the  
" 2 year A.D. 1873 and that  
for and in consideration  
of said promise of said  
plaintiff said defendant  
agreed to perform general

of one hundred and  
thirteen dollars

Wherefore this  
plainiff demands  
judgment against  
said defendant in the  
sum of one hundred  
and thirteen dollars  
besides the costs of this  
action

Dated Carver  
December 22<sup>nd</sup> 1873 { Grant Warner  
att'y for Plaintiff

State of Minnesota

County of Carver

" 5 " 5 Peter M.

Johnson being first duly  
sworn deposes and  
says that he is the plaintiff  
in the foregoing entitled  
action that the facts set  
forth in the foregoing Complaint  
are true to his own knowledge  
except as those matters  
therein stated upon information  
and as to those matters he believes  
it to be true

Sworn to and subscribed  
before me this 22<sup>nd</sup> day of  
December A.D. 1873  
1600003 Frank Warner  
Justice of the Peace

Peter M. Johnson  
Plaintiff

General work around  
said Brick Yard, other  
than Moulding and Carrying  
Brick upon said Yard,  
for the term of two months  
and one half and that  
for the term of four  
months he was engaged  
in Moulding and Carrying  
Brick upon said Yard.

And the Complaint  
of the plaintiff further states  
and shows that having  
worked during said  
season of making Brick  
to wit for the term of six  
months and one half as  
aforesaid he demanded  
payment of the amount  
due him from said  
defendant but that  
said defendant has  
paid him no other  
or greater sum than  
the sum of fifty-seven  
dollars and fifty  
cents leaving a balance  
now due and owing  
to the plaintiff the sum



Dist. Court  
8<sup>th</sup> Dist.

Peter M. Johnson

vs

Chas. A. Gann

Complaint

Filed December 22<sup>nd</sup> 1873

G. H. W. C. C. C.  
de Clerk

180.

Frank Warner  
atty for Plaintiff  
Clerk



No.

792

DISTRICT COURT,  
CARVER COUNTY, MINN.

*Peter M. Johnson*

Plaintiff.

vs.

*Chas. A. Gau*

Defendant.

*Frank Warner*

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *December 22nd 1973*

Register of Actions *"A"* Page *180*

Term Tried *19*

Judgment for

Amount of Judgment \$

Date of Judgment *19*

Judgment Book Page

Default Judgment Book Page

Date of Docketing *19*

No. 793

DISTRICT COURT,  
CARVER COUNTY, MINN.

Wilhelm Haas

Plaintiff.

vs.

Littleb Finkel

Defendant.

Plaintiff's Attorney.

Frank Warner

Defendant's Attorney.

Date of Entry December 26th, 1973

Register of Actions "A" Page 182

Term Tried 19

Judgment for Defendant

Amount of Judgment \$47.44

Date of Judgment December 18th, 1974

Minute Record of Judgment Book Page 415

Default Judgment Book Page

Date of Docketing December 18th, 1974

Judgment Record of page 206

STATE OF MINNESOTA,

County of Lewiston

ss.

I hereby certify and return that at Dahlgren in said county and state, on the 10<sup>th</sup> day of November 1873, I served the within summons upon the within named defendant, by

sending the same to him and by delivering to him a true copy.

And further, that I know said Gottlieb Finkler

that the person so served as aforesaid, is the identical person named as defendant herein.

My Fees:—Service,

25.00

Costs,

15.00

Mileage,

4 40  
50

Speed Foster  
Constable.

NO. 2

In Justice Court,

Wm. F. Finkler

vs.

Gottlieb Finkler

SUMMONS.

Returned and filed this

10<sup>th</sup>

day of

November 1873  
Frank Warner

Justice of the Peace.

RAMSEY, CHASEY & CO., PRINTERS, ST. PAUL

Filed, November 10<sup>th</sup> 1873.  
Gottlieb Finkler

STATE OF MINNESOTA,

County of

Carver

SS.

The State of Minnesota to any Sheriff or Constable of said County:

You are hereby commanded to summon

Gottlieb Finkel

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 17<sup>th</sup> day of November 1873

at \_\_\_\_\_, in the fore noon, at my office in the Town of Carver, in said County, to answer to Jacob Haas

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

Given under my hand, this

10<sup>th</sup>

day of

November 1873

Frank Warner

Justice of the Peace.



State of Minnesota  
County of Cass

Wilhelm Haas

vs  
Gottlieb Fuhrer  
Order

Filed April 6<sup>th</sup> 1894.  
Geyer & Co  
Clerk

State of Minnesota }  
County of Carver }

Wilhelm Haas }  
vs }  
Gallie Finkel } order

on having  
motion for amendment  
return in the above  
entitled action

Ordered, that  
Peter Nichols, Justice of the  
Peace who made said  
return, amend the same  
by returning to this Court  
the precise date when  
the following entry  
was made, to wit:  
"Judgment rendered  
"against the defendant"  
"for \$5.00 and costs"

Done at Chaska  
Apr 6<sup>th</sup>, 1874 }

By the Court,  
A. G. Chasfield  
Judge

State of Minnesota }  
County of Carver }

William Hap } In District Court  
vs } 8<sup>th</sup> District  
Gottlob Finkel }

In obedience to the order  
of this Court and in answer thereto

I hereby certify & return that the above  
intituled action was tried before the undersigned  
as Justice of the Peace, by Jury; that ~~im-~~  
~~mediately~~ upon the bringing in of the verdict  
by said Jury in said case the said verdict  
was immediately entered upon the record of  
said Justice as appears by the transcript  
thereof; that the undersigned ordered that the  
entry of said verdict was all that was ne-  
cessary to perfect judgment; that a few  
days afterwards Frank Warner appeared  
before said Justice and examined the  
doct of said Justice and claimed that  
the said entry did not constitute a  
judgment; that thereupon to wit:  
on or about the 8<sup>th</sup> day of December  
1873, added to said entry the following  
words to wit: "Judgment rendered thereupon  
against the defendant for \$5 and Cost".  
Peter Michels.

Justice of the Peace

Dist. Court  
8<sup>th</sup> Dec. 1844

Wm. Brown  
Esq  
of  
Trinker  
order

(Copy)

Filed, April 1st AD 1844  
G. H. Grayson  
Clerk.



State of Minnesota  
County of Carver }

Wilhelm Haus  
vs  
Gottlieb Linker } order

On hearing  
motion for amended  
return in the above  
entitled action

Ordered, that  
Peter Michels justice of  
the Peace who made  
said return amend  
the same by returning  
to this Court the precise  
date when the following  
entry was made, to wit,  
Judgment rendered  
thereupon against the  
defendant for \$5. and  
cost

Dated Chaska By the Court  
Apr 6<sup>th</sup> 1874 } A. G. Chatfield  
Judge

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

Wilhelm Hans }  
 as } Bill & Conts  
 Gottlob Finkbe }  
 }

The following is the Def's  
 Bill & Conts

Mutual Costs	\$10.00
Clk's fees	\$4.50
Constable's fees	\$10.90
Justice's fees	\$5.10
Witness fees	\$6.44
Jury "	\$5.50
" "	5.00
	<u>\$47.44</u>

State of Minnesota }  
 County of Carver } \$ \$  
 Frank Warner  
 being first duly sworn  
 deposes and says that  
 he is the attorney for  
 the defendant in the above  
 entitled action that the

above is a true and  
correct statement of the  
costs and disbursements  
in the above entitled  
action and that the  
same have respectively  
been paid and incurred  
therein

Sown Drench  
Subscribed before } Frank Warr  
me this 4<sup>th</sup> day  
of December A.D. 1874  
H.W. Bape  
Notary Public

To Wilhelm Haas and  
his atty Jos. Weinsmann  
Plaintiff in the foregoing  
Entitled action -

(You are  
herby notified that the  
undersigned will apply  
to G. Kruegerbuhl Clerk  
of the District Court at  
his Office at Chaska in  
said County on the 8<sup>th</sup> day  
of December A.D. 1874 at  
11.0 Clock in the forenoon



Dist Court  
8<sup>th</sup> Dist  
        

Wm. Haus

vs

Gottlob Fink

Bills & Costs

Due service of the  
within notice of  
Taxation and Bills  
& Costs is hereby  
admitted this 4<sup>th</sup>  
day of December 1874

Wm. Hausmann  
Plaintiff's Atty

Frank Warren  
Atty for Def  
        

Filed, December 8<sup>th</sup> 1874  
Schreyer  
clerk



specific day to tax the  
Cents in said action as  
set forth in the foregoing  
Bill of Costs and to enter  
Judgment thereon.

Dated at Carson  
December 4<sup>th</sup> 1874

Frank Warner  
att'y for Defr.  
Carson  
Nev

189-  
State of Minnesota  
District Court.  
County of Carver,

---

Wilhelm Haab  
vs  
Gottlob Finkel.

---

Judgment Roll.

---

Judgment for Defendant  
for Costs \$44.44.

---

Filed, December 22, 1894  
G. H. Weyenbühl  
Clerk.

---

Frank Weimer, atty for deft  
Carver, Minn.

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

Wilhelm Haas  
Against  
Gustaf Finkel

Copy of Judgment.

This action having been brought on for hearing before said Court at the General Term thereof April 22<sup>nd</sup> 1874. And the Court having ordered amended return by the Justice before whom said action was commenced, and the said Justice having in pursuance of said order, filed his amended return, and the said Court after due consideration ordered that said judgment in Justice Court be reversed.

Now therefore, upon motion of Frank Warner City for said Defendant, It is hereby adjudged and determined that said Defendant recover of said Plaintiff, the sum of Forty Seven dollars and forty cents, costs and disbursements stated in said action, and that Defendant have his lawful process therefor.

Writs Costs	\$ 14.00
Declaratory	" 4.50
Constables fees	" 10.90
Justice fees	" 5.10
Witness fees	" 6.44
Surveys	" 5.50
Advs	" 5.00

Total \$ 47.44

Date December 18<sup>th</sup> 1874.

By the Court, C. H. Hagenbuhl, Clerk.

State of Minnesota  
County of Carver

Wilhelm Haas

vs  
Gottlob Finkel

1873

Nov 10<sup>th</sup> Summons issued  
Nov 10<sup>th</sup> 1873 and  
made returnable Nov  
17<sup>th</sup> 1873 at 10 o'clock in  
the forenoon

" 17<sup>th</sup> at 10 o'clock Summons  
returnable duly served

" " Parties appeared at the  
time appointed and the  
plaintiff pleads orally  
as follows, To wit:

The Plaintiff  
for Complaint states  
and shows to this Court  
that the above named  
defendant is indebted  
to him for work and  
labor performed at the



request of the defendant  
to wit: for burning one  
hay stack on the  
defendants farm in  
the Town of Dahlgren  
in the County of Garo  
in the Spring of the Year  
A.D. 1869 at the agreed  
price of five dollars  
that the same has not  
been paid and is now  
due - Wherefore the  
Plaintiff demands judgment  
against the defendant  
for the sum of five  
dollars with interest  
from July 1<sup>st</sup> 1869 besides  
the costs of this action

W. H. Hens  
Srown Drenner subscribed  
before me

The defendant for Answer  
to the Complaint of the  
Plaintiff, denies each  
and every allegation  
in the Complaint - of the

My Docket this 17<sup>th</sup> Tuesday  
of November 1873

Frank Warner  
Justice of the Peace

Wm. H. Lucas  
vs

Walter L. Finkbeiner

Ex parte

filed of Nov 19,

A.D. 1873

Peter Michaels

Justices of the

Peace

12

John, Dec. 16<sup>th</sup> 1873.  
Springfield, Mo.

plain & ff. Wherefore the  
defendant demands that  
his action be dismissed  
with costs.

Hattlos Linkel  
Drown & Co. Subscribers  
before me -

affidavit for change  
of venue filed -

Census Transference to  
Peter Micht a Justice  
of the Peace for the Town  
of Clearmont -

Justice Costs -	{	Constables Costs
Pool \$2.00		80 <sup>cts</sup>

Frank Warner  
Justice of the Peace

State of Minnesota  
County of Carver \$35

I hereby certify  
and return that the  
 foregoing is a true and  
correct Transcript of

Ja  
Herr Herr

By

Mattos Fisher  
                    

aff for change of  
                    

filed Nov 17<sup>th</sup>  
1873—

Green K Warm

Justice

filed December 16<sup>th</sup> 1873  
C. H. Thompson Clerk



State of Minnesota  
County of Carver }  
Gottlob

Sir, being first duly  
sworn deponent and  
says, that - he is the  
defendant in the  
action wherein Wilhelm  
Hues is Plaintiff pending  
before Frank Warner  
Esq a Justice of the Peace  
for said County that  
he has good reasons  
to believe and does  
believe that said  
Justice is prejudiced  
and biased against  
him and that he  
will not decide  
impartially in said  
action and asks  
that said cause  
be removed to some  
other Justice Gottlob Sir

Sworn to and  
subscribed before  
me this 17<sup>th</sup> day  
of November A.D. 1873 }  
Frank Warner  
Justice of the Peace

Subpoena

for

Frank Shimer

and

John Hays

vs

Gettob Junkel

John Hays vs Frank Shimer  
Gettob Junkel vs John Hays

State of Minnesota  
(County of Carver)

I hereby certify and return  
that I served the within Subpoena  
on the within Frank Shimer  
by reading the same to them in Carver County on  
the 19th day of Novbr A.D. 1873.

filed Novbr the 19th P. D. Foster  
A.D. 1873. P. Michels Constable  
Justices of the Peace.

State of Minnesota } gg  
County of Carver }

The State of Minnesota  
Frank Thirmer You are hereby required to  
appear before the undersigned, one of the Justices  
of the Peace in and for said County, at Carver  
Town on the 19<sup>th</sup> day of Novbr at 1, O'  
Clock in the after noon of said day, to  
give evidence in a certain case, then and there  
to be tried between Wllm Haas and Gottlieb  
Finkel, on the part of the Deffendant  
Given under my hand this 19<sup>th</sup> day of  
November A. D. 1873

Peter Michels

Justices of the Peace





State of Minnesota.

County of Carver

ss.

THE STATE OF MINNESOTA,

To ~~any Sheriff or Constable Jacob Tehrig and~~  
~~Frank Swimer~~ You are hereby required to appear before the undersigned, one of the

Justices of the Peace in and for said County, at Carver Town on the  
19<sup>th</sup> day of November at 11 o'clock in the fore  
noon of said day, to give evidence in a certain case then and there to be tried between

William Has.

plaintiff, and

Gottlieb Finkel

defendant,

on the part of the Plaintiff

Given under my hand, this 18<sup>th</sup> day of Novbr A. D. 1873

Peter Michels

Justice of the Peace.

Affidavit for  
Adjournment  
W Has  
vs  
Gottlieb Finkel  
filed in my office  
this 18<sup>th</sup> day of  
Novbr A.D. 1873  
Peter Michels  
Justice of the  
Peace

Filed, Recd. 16<sup>th</sup> Dec 1873,  
Sgt. Wm. C. Smith  
Clerk

State of Minnesota }  
County of Cass }

Wm Hap

vs  
Joh Lab Japel

Affidavit

Wm Hap being first duly sworn, says that he is the Plaintiff in the above entitled action, that Jacob Schrig and ~~Mathias Jacob~~ are each of them material witnesses for this affiant, without whose testimony he cannot safely proceed to trial. That said Jacob Schrig and ~~Mathias Jacob~~ and each of them reside in the Town of Dahlgren in said County; that if he was joined in this action on the 14<sup>th</sup> day of November 1873, that he was not then aware of the materiality of the testimony of said Jacob Schrig, ~~and that the said Mathias Jacob had procured~~ this affiant to be here to day, at the trial wherefore he did not procure a subpoena, nor as he otherwise would have done.

That affiant believes that if this case is adjourned until to morrow at 11 O'Clock A.M. he will be able to obtain the attendance of said witnesses upon the trial of this action. Subscribed before me this 18<sup>th</sup> day of Nov. 1873. Peter Michaels  
Justice of the Peace. W. Hap



State of Minnesota to County of Cass

I the undersigned Constable in and for said County do hereby certify & return that I have served the within writ on the within named Wm Benson, J. P. ~~Tracy~~ <sup>Nov 18 1873</sup> Ben Derwin Christ Jaffe, Vernon Benson & Jacob Hower Nov 18/73 by reading the same to them personally all in the town of Caver in the County of Caver & State aforesaid, in obedience of the within writ.

Dated this 18 day of November 1873.  
Jered Foster  
Constable

Remire for  
jury in a civil  
Action between

W. Haas.

vs.  
Gottlieb Jankel.

Filed of Court

18th of Nov. 1873

John A. Michaels

Justice of the

Peace

18th November 1873

Wm Benson

Ben Derwin

State of Minnesota County of Cass  
I have served the within writ on the within named Wm Benson, J. P. ~~Tracy~~ <sup>Nov 18 1873</sup> Ben Derwin Christ Jaffe, Vernon Benson & Jacob Hower Nov 18/73 by reading the same to them personally all in the town of Caver in the County of Caver & State aforesaid, in obedience of the within writ.  
Jered Foster  
Constable



State of Minnesota } 99.  
County of Carver }

To the Sheriff or any Constable of  
said County

In the name of the State of Minn-  
sota, you are hereby commanded  
to Summon Mr. Wm<sup>t</sup> Benson

Jos<sup>t</sup> P. Torrey, Wm<sup>t</sup> Derwit  
Christ Goetz + Vernon Benson

Jacob Hohner, to be and appear

A. R. Anderson  
W. M. Poy.

before the undersigned, one of the  
Justices of the Peace, in and for  
said County, on the 18th day of

November at 10 O'clock in the forenoon

in the year of our Lord 1873 at

my Office in the Town of Carver

in said County, to make a jury

for the Trial of a Civil action

between Wm<sup>t</sup> Hads Plaintiff

and Gotlob Finkel Defendant,

and have you, then and there

this writ

Given under my hand, this 17th

day of November A D 1873

Peter Michels

Justice of the Peace

State of Minnesota } gg  
 County of Carver }  
 I the undersigned Constable in and for  
 said County do hereby certify and return  
 that I have served the within writ on  
 the within named Henry Sauer Peter  
 Thorsen Christ Bristel August Jessyle  
 Willm Basse and W. B. Jones to serve  
 as Jury at 1 O'clock in the afternoon  
 on the within mentioned case by reading  
 the same to them, this 1<sup>st</sup> day of Decbr  
 A.D. 1873 the are all in the Town of Carver  
 and State aforesaid, in obedience of the  
 within writ  
 Dated this first day of Decbr A.D. 1873  
 Ferrell Foster  
 Constable.

State of Minnesota } gg  
 County of Carver }  
 I hereby certify that  
 I have served the within writ on the  
 following persons Andrew Wallen N. H.  
 Johnson A. P. Peterson John Blom  
 Dr Lewis to make a Jury in the above  
 action fortwit  
 this 1 day of December A.D. 1873  
 Ferrell Foster

John, Dec. 1st 1873  
 With my own hand  
 John

State of Minnesota } gg  
 County of Carver }  
 I hereby certify that I have served the within  
 writ on the following Persons, John D. Johnson  
 and Andrew Bengstam to fill the Vacante to  
 make a jury in the above mentioned case.  
 Dated this 1<sup>st</sup> day of Decbr A.D. 1873.



State of Minnesota } ss,  
County of Carver }

To the Sheriff or any Constable of  
said County

In the name of the State of Minn.  
You are hereby commanded to summon  
Mr. Henry Gauer, Peter Thorsen  
Christ Bristely, August Tersyll  
Willm Busse, W. B. Jones to be  
and appear before the undersigned,  
one of the Justices of the Peace in  
and for said County, on the first  
day of December A.D. 1873 at  
one clock in the after noon, at my  
office in the Town of Carver in  
said County, to make a jury for  
the trial of a civil action, between  
Willm Has plaintiff and Gotlob  
Finkel Defendant, and have you  
then and there this writ  
Given under my hand this 1<sup>st</sup> day  
of December A.D. 1873

Peter Michels  
Justice of the Peace

State of Minnesota  
County of Carver

Wm. H. Huns

vs

Butler Finck

off of appeal

Filed December  
2<sup>nd</sup> A.D. 1873

John Michels  
Justice of the Peace

Filed December 2<sup>nd</sup> A.D. 1873  
G. H. Hunsbuhl  
Clerk



State of Minnesota  
County of Carver } ss

William Huns  
against  
Gottlob Finkler }

Carver County } ss

Gottlob Finkler being  
first duly sworn  
deponent and says that  
he is the plaintiff the  
defendant in the above  
entitled action, that  
judgment was rendered  
against him by Peter  
Michels a Justice of the  
for said County on the  
2<sup>d</sup> day of December A.D.  
1873. That this deponent  
feels aggrieved by the  
Entry of said judgment  
and desires to appeal  
therefrom and that said  
appeal is taken in good  
faith and not for the  
purpose of delay

Sworn to and subscribed  
before me this 2<sup>d</sup> day  
of December A.D. 1873  
Peter Michels Justice of the Peace } Gottlob Finkler

**In Justice Court,**

*Carver* County

*Wm. Dean*

against

*Attlot Linker*

of Grounds of Appeal.

led in my office this  
the day of *Dec* A. D. 1873  
due service of the within notice is hereby of the  
Peace

ted at *Carver*

esota, on this *2d* day of

*December* A. D. 1873

*J. J. Minneman*  
*J. J. Minneman*  
*John J. Minneman*

HARLEY, CHASEY & Co., Printers, St. Paul.

*filed, December 26th A.D. 1873*  
*Wm. Dean*

*filed Decbr 2th*  
*A. D. 1873*  
*Peter Michels*  
*Justices of the Peace*

No. 15.

State of Minnesota,

IN JUSTICE COURT.

County of

Cass

Before

Peter Nichols

Justice of the Peace.

William Davis  
vs  
Gottlob Finkler

Sir: Please to take notice, That the above named Gottlob Finkler appeals to the  
District Court 8<sup>th</sup> District in and for said County, from the judgment  
rendered by said Justice of the Peace, in the above entitled action, on the 2<sup>d</sup> day of  
December A. D. 1873, against said Gottlob Finkler  
therein; and that the said appeal is taken upon questions of Law alone

Dated December 24 1873

Yours Respectfully,

Frank Warner

Att'y for

Defendant

To the above named

Joe Weinmann

and

Samuel Fowler

Att'y for said

Plaintiff



State of Minnesota,  
County of Carver } ss.

John Derrin

came before me personally, and  
being by me first duly sworn doth say, each for himself, that he is the surety above named;  
that he is a resident and freeholder of and in this State of Minnesota, and worth the  
amount of Twenty five Dollars,  
specified in the foregoing Bond, above his debts and liabilities, and exclusive of his property  
which is exempt from execution.

John Derrin

Subscribed and Sworn to before me, On this 25 day of  
December A.D. 1873

Peter Michels Justice  
of the Peace

In Justice Court.

Carver County.

Before Peter Michels Justice.

John Derrin

AGAINST

Carlton Linkel

Bond on Appeal.

I hereby approve the within Bond and  
the sureties thereon.

Dated and filed

A. D. 1873

Peter Michels

Justice of the Peace.

Frank Weirner

Attorney for

Defendant

ST. PAUL PRESS PRINT.

John, Secy: 1873  
Appointed 1873

State of Minnesota, } ss. Before *Peter Michels*  
County of *Carver* } Justice of the Peace.

*William Haas*  
vs  
*Gottlob Finkbe*

BOND ON APPEAL

Know all Men by these Presents, That we *Gottlob Finkbe*  
*of Carver Co. Minnesota*  
as principal, and *John Deum*

as suret, are held and firmly bound unto  
*William Haas* above named  
in the sum of *Twenty five*

Dollars, to be paid to the said *William Haas*  
for the payment whereof, well and truly to be made, we jointly and severally bind ourselves,  
our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated this *2<sup>d</sup>* day of *December*  
A.D. 18*73*

The condition of this obligation is such that, whereas the said *Gottlob Finkbe*  
appeals to the District Court for said county from that certain judgment rendered by said  
Justice of the Peace, in the above entitled action, in favor of said *William Haas*  
and against said *Gottlob Finkbe*, on the *2<sup>d</sup>* day of  
*December* A.D. 18*73*

NOW, THEREFORE, if the said Appellant *Gottlob Finkbe*  
shall prosecute his appeal with effect and abide the order of the Court therein, then this  
obligation shall be null and void, otherwise of force and effect.

In Testimony Whereof, we have hereunto set our hands and seals the day and year  
aforesaid.

Signed, Sealed and Delivered in presence of

*Frank Warner*  
*Peter Michels*

*Gottlob Finkbe* [SEAL.]  
*John Deum* [SEAL.]  
[SEAL.]

State of Minnesota, } ss.  
County of *Carver* } Be it Known, That on this *2<sup>d</sup>*  
day of *December* A.D. 18*73*, came before me personally *Gottlob*  
*Finkbe* and *John Deum*  
to me well known to be the same persons who executed the foregoing Bond, and they severally  
acknowledged the same to be their own free act and deed.

*Peter Michels* Justice of the  
Peace



No 2. the question is leading, second has ruled  
on it before, and is improper, and immaterial  
Defendants objection over-ruled, and I  
excepted to. Answer to question ~~the~~ on the  
other side below: he don't want anymore  
Tenants in it. Did Finkel say anything  
to you about Finkels Wife at that time,  
and if so what? Defendant object, on the  
ground that it is leading and immaterial  
Objection over-ruled, and Defendants ob-  
jection except. 4 Finkel say only he most  
not say any thing to Mrs Finkel, he give him  
\$5.00 my Wife (Mrs Has) was present when  
I made the contract with Finkel. I cant  
tell what time the House burnt down  
I put Fire too it and I went home  
the Sun was not quit down, cant  
tell what hour it was, I went not  
down in the night again, I see the House  
not burning, I put Fire to it and leave  
I dont know of I burnt the House  
I put the brant in it and leave went  
home. I sta not around after I put  
Fire to it I went home. I dont know  
if it was insured now budy lives  
in the House when I set Fire too it  
the House ~~is~~ was about 12-15 feet and  
a Shingel Roof on it, one Door and one  
Window, I dont know if a Floor was  
in it or not, I was not in the House  
I dont know how high the roof was  
from the Bottom, I believ so high as  
this room (8 feet) one store high



No 1. Civil Action

William Has against Gottlieb Finkel  
Mr. Jos Weinmann and J. Fowler and  
Mr Frank Warner for Defendant.

Defendant sworn.

Gottlieb Finkel came in the morning to  
me in my House, and told me to  
burn Brusch for him and shall set  
Fire to his old House in the Evening, it  
was a log House. and standing on Fin-  
kels land. I believe in Carver County.  
I set the House in Fire as Finkel  
told me, I put a burning <sup>crop</sup> under the  
Rooff, it was after 6 o'clock in the  
Evening, can not tell which hour  
it was Saturday Evening, in the month  
of June will be four years next Spring  
I can't tell if the House burnt, I put  
Fire on it and leave, I came next Mon-  
day again there. Finkel promiss. me \$ 5.00  
for seting the House in Fire. Finkel told  
me <sup>no</sup> reason to burn the House. Plaintiff  
attorney ask the last <sup>th</sup> question again. Defen-  
dant objected. Plaintiff ask the Witness if  
Finkel said any thing to him, at the Time  
he told him to burn the house, on behalf  
of Tennants why he wanted ~~it~~ burnt him  
to burn the House, objected again, on behalf  
of Defendant. objection sustain and Plaintiff  
except. <sup>did</sup> Finkel told <sup>you</sup> me <sup>nothing</sup> <sup>about</sup> Tennants  
and at the Time, when he made the Contract  
if so what? Defendant objected, first

See page two 2.

Filed, December 18th 1893  
C. H. B. C. H. B. C. H. B.

Nov 4. he will pay Has \$5.00 to burn that old House down, he want it away  
Question If Finkel say any thing more? Question  
down, Finkel was in the after noon at over  
House on that day, I dont know, if Has  
was the day before at Finkels, Finkel was  
only once that day at over House, I dont  
know how long Finkel Has was home when  
Finkel leave? I dont know, what time Has  
came home in the Evening? I dont know  
if Has work for Finkel the day after that  
day, I believe not

Defendant made a Motion to dismiss  
the Action on the Ground that not suffi-  
tion proove substantial the cause of action  
Motion over-ruled, Defendant except

Frank Shimer being sworn  
I know the parties, I know where this  
House was situated, I see the House burning  
in the Morning about 4 O. Clock, it was  
the second Sunday in June, I see the House  
burning when I went out to feed my  
Horses I live in a North Western direction  
from that House, It was about 4 Feet burn-  
ing, when I see it, and about 4 O. Clock in  
the morning, it was not quite day light  
I went to Finkel right away, when I see  
the House burning, Finkel lives  $\frac{1}{2}$  mile from  
my dwelling House, I went to the Window  
of Finkels Bedroom, Finkel and his wife  
was both in the Bed, not in one Bed  
in the same Room



No 3 I dont know if a flower was in the House or not. I was not in it, I dont know if the Door was locked or not? it was shut. I went that Morning to Finkel between 5 and 6 O Clock. I ~~work~~ the same day when I set Fire to it I work not, the ~~the~~ day before this ocured, at Finkels place. Question: If he not testified that he work the day before this Fire started, now, I work for me self home. Finkel pay me by the day, Finkel ste only a little while in my House, I dont know what time it was. my clock stop. I dont know <sup>how long</sup> I was up. the Sun was raised, Finkel I was about  $\frac{1}{2}$  hour up when Finkel came to me.

Question: Explain the jury, how pick the Crop was I cant tell. I was about 4 so far from the House, when I burn the Brush, as from here to the Hotel (16 rods)

I put the Fire out side of the Roof on the West Side I dont know how much Fire was on that Brand Question. If he beleave that Brand was sufition to set the House in Fire? Question down

Miss Has being sworn

I hear what Mr Has testified a part of it, I was not all the time in the Room I was present when Mr Finkel came to ouer House & and prommire Mr Has \$5.00. She shall state all what Mr Finkel say to her Husband? Finkel says: See page 4.



No 6 Jakob Jehrig being sworn  
Warners Questions

I hear Frank Schirmer Testimonie, I see that  
Fire on the second Sunday of Juny, I see it  
just so as Schirmer says, it was in the Morning  
between four and five A Clock, On that morning  
between four and 3, C, Clock, my Dog made a  
Noise, I went out the Bed, to see if som Body  
is comming, I went to the Windown, to see which  
way the Dog been barking, and found that, the  
hen barking to the burning House, and I look  
to the road, and see nothing, I look after the  
House and saw a Man, with an Arm full  
Stroh, and the man thack a hand full Stroh  
and rick up, I saw that Man about 7 or 8  
Minuts he went thence to the North Side, I cant  
see him anymore, I see now Fire <sup>in a Smack</sup> at that time  
I went sleep again, tyll my Wife halering fire  
When I see the Fire first, the west Side was most  
all in fire, I cant see the other Side

Weinmans Questions

If it was clear a nap to see, to the burning House  
and if you can see, what Kind Heath and Noth  
that man gathe on, and what kind of Clothing  
that man gath on, how went with Schirmer to the  
burning House? Answer: that man what I see caring  
Stroh, around the House, was the same Sice, and  
the same way Clotthe as Mr Finkel

Warner to Finkel

I am the Defendant, I hear the Evidence of the  
Witness, did you go to the House of Mr Has  
on that Saturday in Juny in the Morning? <sup>Answer</sup> now

Nov 5. I told Finkel that their House is in fire, Finkel says that he should not believe it. Finkel, an Miss Finkel and I, went right to the burning House, When we came there the whole Roof, was most in Fire, we steh about  $\frac{1}{2}$  hour around the burning House, Finkel and Miss Finkel and I, went all home, We save about one or two Windows, it was nothing more then to save, When I went home it was about the Time that the Sunn raise, I saw Mr Jehring before I went to Finkels House, I saw him in his place and spok to him about that fire.

#### Weinmans Questions

State, what Kind of a house was it? it was a log House, cant tell how old it was, the House was not plastered it was modest, I dont know, how much the House was worth, that time when it burns, I believe the Windows was about 8 by 10 ~~inches~~ inch Sash, cant tell what Kind of a Door it was, I cant tell if it was sooner that morning as 4 O' Clock My own House is about  $\frac{1}{2}$  Mile from the burning House, My House is about the nearest to Finkels burning House, When I went to Finkels, I walk and runn some time, I dont know, if Finkel was using the House at the time when it burns

see page 6.



No 8 on the west Side to the Road, over the  
Fence, which is on the North Side; After you  
found the Track in the road what you doing  
thence? Did you see Mr Has that day? now  
did Has ask you ever for that \$5.? now  
Weinman et Finkel

How far was it where you working when  
Miss Finkel and Weinmann

You are Miss Finkel's Wife? jess. I hear the  
Witness, When was it when that House burnt?  
in Juny Sunday Morning, Frank Schirmer came  
there, and told us, I, my Husband and Frank  
Schirmer went, to the burning House, we ste about  
 $\frac{1}{2}$  hour there. Question: if she know that Finkel  
went that day to Has? now, he went not there  
Has came that day to ouer House between 5. or 6  
o Clock in the Morning. I work that day with  
Has and an other Man, we work ther together  
the whole day. Question If she now when Has went  
home? Has went Home when the Sun was most  
down. Question If her Husband was out the House  
in that night? no. What she doing that Saturday  
Morning first? making Breakfast between 5 and 6  
O Clock, I get up about 5, O Clock. My Husband  
feed the Horses, Cleaning them and making fire  
Wood, I dont know how long it took him to  
do said Work. some time longer and some time  
shorter. I, hereby certify that the Within  
Papers Numberd from No 1 to No 8 being a  
true copie of the Testimone, as given by the par-  
ties in this case to be tryed on the first day of  
December A.D. 1873. Peter Michels  
Justices of the Peace



No 7. Has was engaged on that Saturday to work for me, my Wife and an other Man, he the Name Marquart was working with Has on that day the burning Brusch; my Wife and Marquart working the whole day with Mr Has. I ben sowing Angern Graft on that day, it took me the whole day for said Work. Question: If he has any Conversation with him that day? Jess. When he came home to Dinner and Supper. did you agree to pay him \$5. to burn that House? now, Question. When did you now first that, that House was burning? that Sunday Morning came Frank Shimer and told me, it was about day light, what Shimer doing when he came there? he told me the House ben burning What you say? I say I dont know, what kind of a Trick there ben played, What you doing when you came there? I took two Windows out Question: have you been on that Building in that Morning or Evening? now. This is the same Building, what Mr Has says that he burns Question: you try to get som other things away? now, the Fire was to fare ahead, it was two Windows in the House, one saech each Question. How long you try it, to get the Fire out? We gat now Wather there, we cut to any thing. How far was that building from your House? about 120 rods. Question: How long you remain ther? about one & houer Question: You discover any Tracks around the House? yes, Where about? see page 8

No 1.

Copie of the Justices Docket of Peter Michels  
Justices of the Peace in the Town of Carver and  
State of Minnesota

Civil Action William Has vs Gotlob Finkel

November 17. 1873. This case came before me the under  
signed Justices of the Peace, in and for said  
County upon a Transcript from Frank War  
ner Esqr, one of the Justices of the Peace  
of said County, on a Change of Venire,  
from said Justices Warner, as more fully  
appeared, by said Transcript

Both parties appeared: the Plaintiff by Mr.  
Joseph Weinman, and Defendant by Mr. Frank  
Warner, their Attorneys. Defendants Attorney  
demanded, adjourning the case, tyll to Morrow  
at 10, O'Clock in the forenoon, said adjourn-  
ment was allowed, Plaintiff demanded  
a trial by a jury: Venire for jury being  
issued and placed in the hands of Fred Forster  
Constable, for Summoning, each of them, to  
appear, for making a jury, on the 18th day  
of November at 10, O'Clock in the fore noon

Peter Michels

November the 18th Justices of the Peace  
at 10, O'Clock A.M. both parties appeared  
Constable return Venire, to serve all the  
jurors, the names of the jurors then being  
called, the following persons present, answer  
their names to wit: William Benson

see page other 2.

Filed, Dec. 1873, by  
C. H. W. Warner  
G. H. Warner



No 2. William Derwent, Jacob Hohner, the following jurors, being by consent of both parties, and Court excused, Vernon Benson Jossy P. Jory, the Constable was directed to summon two bystanders to serve as jury, to wit, A. R. Anderson and William Mc Pfy. (Christ Goetz was excused, The Court required Sureties for the cost in this action  
I hereby agree to pay, all lost in this action that may be adjudged against the Plaintiff in this action

Jacob Bueche.

On Motion of Plaintiffs Attorney and sworn Affidavit from Plaintiff, to adjourn this case to the 19th day of November at 11, O' Clock in the forenoon; the Jurors was notified to appear on said day and hour, to serve as a jury in this case

Peter Michels

November

Justices of the Peace

19

at 11, O' Clock both parties appeared, by consent of parties agreed to try this case, by a jury of five Christ Goetz being excused jury being sworn; William Has, Plaintiff being sworn. Joseph Nagel, being sworn as interpreter, Miss Has being sworn, on behalf of Plaintiff, after Evidence of Plaintiff closed, the Counsel for Defendant made a Motion to dismiss the case, for the reason Plaintiff offered not sufficient Evidence sustain the Cause of Action, and second, Contract to be proved, by Plaintiff is  
see page No 3



Nov 3. illegal and void Motion overuled  
Defendant except.  
After an hour adjourned parties appeared,  
William Has was recalled, after him Frank  
Shirmer, was called for Witness on behalf  
of Defendant ~~in this~~ after him, the Defen-  
dant in this case was sworn, after him  
Miss Finkel was sworn

Motion made by Defendants Attorney to  
dismiss the case, and stop farther Proceedings  
Motion overuled, the case was submeeted  
to the Jury, After an hour the Jury re-  
turned their Verdict, that the should not  
agree, On the Consent of both parties, it  
was agreed to try this case again on the  
24<sup>th</sup> day of November A.D. 1873 at 10. O.  
Clock in the fore noon

Peter Michels

Novbr

see page Nov 4.

Justices of the Peace.

November 24, 1873 at 10, O' Clock in the forenoon both  
Nov. 4. parties appeared, On the Consent of the Att-  
orneys for the parties in the above action  
the case was adjourned tyll Monday, the  
first day of December A.D. 1873 at 10, O'  
Clock in the fore noon

Peter Michels

Justices of the Peace

December the first 1873 at 10 O' Clock in the forenoon  
parties appeared, Plaintiff demanded a  
Trial by a Jury, a Venire was issued, after  
the parties strook each 6 Names from the  
jury list, the Venire was placed in the  
hand of Fred Forster Constable, On the  
Consent of both parties, the Court adjourn-  
ned the case to one O' Clock in the after noon  
at 1, O' Clock in the after noon the Con-  
stable returned the Venire, the Names.  
see page Nov 5

State of Minnesota  
County of Clearwater,

---

Wilhelm Haas  
vs  
Gottlieb Pintel,

---

Transcript of Deed.

---

Appeal,

---

Filed, December 16<sup>th</sup> A.D. 1873.  
Getzenbuhl  
Clerk.

Reversed

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—189—



No 5.

of the Jurors was called, and the following answer; Henry Sauer, William Busby, Peter Thorsen, August Tessel, the above Jurors being all excused except August Tessel, W. B. Jones was not in Town, the following persons being Summoned to serve as jury Andrew Wallen A. H. Johnson A. P. Peterson, August Tessel and A. P. Peterson being excused, John D. Leone, and Andrew Bengston being Summoned for making a jury.

The following persons being Members of the Jury Andrew Wallen, A. H. Johnson, Dr Lewis, John Blom, John D. Leone and Andrew Bengston, After the Jury was sworn, the Court, or the Attorneys present, commencing to examining the Witnesses After the Witness examination was over the Attorneys beginning to plead, and after this the Constable was sworn, According to Law, and took the Jury in a suitable place, for their consideration of the Evidence of the Witnesses, after an halve houer the Jury return their Verdict, in favor of the Plaintiff, and allow him the Sum of five Dollars as claimed in the Complaint Judgment rendered thereupon } Peter Michels  
against the Defendant for \$5. and costs } Justices of the Peace,  
see page 6.

No 6.

I hereby certify that the within is a true  
Transcript of my Docket as entered in the  
same from the case mentioned above  
Carver December 26<sup>th</sup> A.D. 1873.

Peter Michels

Recapitulation of Justices of the Peace  
Cost.

Constable fees.	\$10.90
Justices Cost	5.10
Witness and Interpreter	6.44
Judgment principal Amt.	5.00
Jury fees paid by Plaintiff	5.50
Jury fees & due now	5.00
total	\$37.94

Appeal allowed Bond given and approved  
fees for appeal paid by the Defendant.  
Carver December 26<sup>th</sup> A.D. 1873

Peter Michels

Justices of the Peace

No.

793

DISTRICT COURT,  
CARVER COUNTY, MINN.

Wilhelm Haas

Plaintiff.

vs.

Gottlob Finkel

Defendant.

Plaintiff's Attorney.

Frank Warner

Defendant's Attorney.

Date of Entry December 26th, 1973

Register of Actions "A" Page 189

Term Tried 19

Judgment for Defendant

Amount of Judgment \$47.44

Date of Judgment December 18th, 1974

Minute Record "A" Page 415

Default Judgment Book Page

Date of Docketing December 18th, 1974

Judgment Record "A" page 206 -



No. 794

DISTRICT COURT,  
CARVER COUNTY, MINN.

*Bernhard Rudiger*  
Plaintiff.

vs.

*Hermann Miller*  
Defendant.

*Byster & Pick*  
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *Dec 27, 1873*

Register of Actions *A* Page *179*

Term Tried *19*

Judgment for *Plaintiff*

Amount of Judgment \$ *246.11*

Date of Judgment *Jan 29, 1874*

Judgment Book *A* Page *355*

Default Judgment Book *Page*

Date of Docketing *Jan 29, 1874*

*Judge Rudiger 182*

State of Minnesota  
District Court fifth  
Judicial District

Carver County.

Bernhard Rudiger

against  
Herrmann Miller

As answer to the Complaint  
of Bernhard Rudiger the under  
signed states that I own to  
my knowledge, to the said  
plaintiff the sum of one  
hundred <sup>a little</sup> dollars more or  
less. But as the plaintiff is  
in my opinion in a  
"Starving Condition"  
I will on or before the  
first day of April 1874  
pay the said plaintiff  
the full amount charged  
in his Complaint

Besides I will make him a  
present with all accounts  
I have against the said plaintiff

State of Minnesota  
District Court  
County of Ramsey,

---

Bernhard Rudiger  
vs  
Hermann Miller,

---

Answer.

---

Filed January 8<sup>th</sup> 1879  
Guthrie  
Clerk.



I will not charge him  
a cent for my Oxen used  
20 or 24 days. also a  
Diamond (to cut glass) The  
said plaintiff ~~may~~ <sup>keep</sup>  
loaned of me he may keep  
for remembrance together  
with the money he received  
for ~~the~~ services rendered for  
me. And if the the said plain-  
tiff is not satisfied with  
this Offer I will give him  
my farm and the wife  
and Children in the bargain.

Herrmann Müller  
Defendant



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

Bernhard Rudiger  
vs  
Hermann Miller } SUMMONS.

THE STATE OF MINNESOTA,  
To the above named Defendant.

You are hereby summoned and required to answer the Complaint in the above entitled action, which has been filed in the office of the Clerk of this Court, at the village of Chaska in said County, and to serve a copy of your answer to the said complaint, on the subscriber, at their office in Chaska aforesaid in the County of Cass and State aforesaid, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff will take judgment against you for the sum of One hundred and eighty seven 90/100 dollars with interest thereon as follows, to wit Upon the sum of One hundred and seventy 75/100 dollars from and since the 1st day of July 1908 & upon the sum of 12 1/2 dollars from and since the 1st day of July 1909 and the cost of this action.

Dated Dec 29th A. D. 1913

Baptist Peck Plaintiff's Attorney.  
Chaska Minn.





of one and  $\frac{50}{100}$  or dollars per day. And that the said work done and performed by the said plaintiffs servants and employees ~~is~~ aforesaid was reasonably worth and of the value of the sum of one and  $\frac{50}{100}$  or dollars per day. Amounting in all to the sum of one hundred and forty five and  $\frac{50}{100}$  or dollars, which said work labor and services are particularly specified in the bill of particulars hereto attached marked "A" and made a part of this complaint.

And the said plaintiff for a further and better cause of action avers that in the month of June 1869 the said plaintiffs at the special instance and request of said defendant sold and delivered to said defendant five hundred and eighty feet of Oak lumber of the value of six cents per foot amounting in all to the sum of thirty four and  $\frac{80}{100}$  or dollars.

That no part of the said several sums due for work labor and services or for said lumber has been paid but the whole of the same is now due and owing from defendant to plaintiff.

Wherefore the plaintiff demands judgment against the said defendant for the sum of one hundred and eighty and  $\frac{80}{100}$  or dollars.

District Court  
County of Cass

Bernhard Rudiger  
vs

Hermann Miller

Complaint

Filed December 27<sup>th</sup> 1873  
G. H. Graymiller  
Clerk.

179

Dayton & Peck  
Plaintiff's Attorneys



with interest thereon as follows. Upon  
the sum of one hundred and seventy and  
fifty five one hundredths dollars from  
and since the 1<sup>st</sup> day of July A.D. 1869, and  
upon the sum of nine and 75/100 dollars  
from and since the 1<sup>st</sup> day of July  
A.D. 1870, beside the costs of this action

By Robert Peck

Plaintiff's Attorneys

(Bill of Particulars referred to in within Complaint)  
It "

Hermann Miller

vs Bernhard Rudiger &c

1869  
May & June To work and labor by self 28 3/4 days  
at \$8.25 per day

May and June

To work and labor of my employees twenty  
days @ \$1.50 per day

June To work of team 13 3/4 days @ \$1.50 per day

1870

To work of self in May 2 days @ 3.00 per day

" " " Employees 3 1/2 days @ \$1.50 per day

Dist. Court  
Carver County

Jornhandt Rustiger

- 75 -

Herrman Miller

Att. for Answer

John J. G. B. & D. 1874  
G. H. B. & D. 1874  
Clerk

149

Baxter M. Peck  
Attys for Plaintiff

Dist. Court Cass County  
State of Minnesota 8<sup>th</sup> Judicial Dist.

Bernhard Rudiger }

- vs -

Herman Miller }

County of Cass 3<sup>rd</sup> dv. H. J. Peck being  
duly sworn says that he is one of the  
Attys for the ~~Plaintiff~~ in the  
above entitled action that more than  
twenty days have elapsed since the  
service of the summons upon the  
said defendant that there has been  
no appearance therein on the part of  
said defendant either by answer  
demurrer or otherwise.

Subscribed & sworn to }  
to this 24<sup>th</sup> day of January } H. J. Peck.

1874.

G. W. Mayenbuhl  
Clerk of District Court  
Cass County Minn



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

Bernhard Rudiger  
against  
Hermann Miller.

Copy of Judgment.

This case came on to be heard upon the Complaint, summons and proof of service, and it appearing that there had been the appearance on the part of the defendant in said action.

Now therefore, upon motion of Baxter Beck attorneys for the said Plaintiff, it is hereby adjudged and the judgment of this Court is that said Plaintiff recover of and from said defendant, the sum of Two hundred thirty five dollars and sixteen cents, together with the costs taxed at seven dollars, amounting in all to the sum of Two hundred forty six dollars and sixteen cents, and that said Plaintiff have his lawful process therefor.

Judgment	\$ 235.16
<u>Costs:</u> Attorneys Costs	\$ 5.00
Sheriff's fee	" 2.00
Deeds fee	" 3.40 "
	11.00
	<u>Total \$ 246.16</u>

Dated January 29th A.D. 1893.

By the Court: G. Schreyer, Clerk.

State of Minnesota  
District Court  
County of Carver,

---

Bernhard Rudiger  
vs  
Hermann Miller,

---

Judgment Roll.

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Judgment \$235.16  
Costs " 11.00  

---

Total \$246.11

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Given, Jany 29<sup>th</sup> 1894.  
G. H. H. H. H.  
Clerk,

—179.—

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Baxter & Co. for Dep  
Charita, Minn

No. 794

DISTRICT COURT,  
CARVER COUNTY, MINN.

Bernhard Rudiger  
Plaintiff.

vs.

Hermann Miller  
Defendant.

Bayter & Beck  
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Dec 27, 1873

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Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 246.11

Date of Judgment Jan 29, 1874

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Default Judgment Book Page

Date of Docketing Jan 29, 1874

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