LAW OFFICE OF CASSIUS M. FERĞUSON, MIBREAFOLIE, BINN.

Filed Dec 3, 1909 Inhu Harries Co. Cendien-

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LAW OFFICE OF
CASSIUS M. FERGUSON,
MINNEAPOLIS, MINN.

December 2, 1907.

To Mr. A. A. Caswell,

Auditor Anoka County,

Amoka, Minn.

Please take notice that Messrs. Chas. A. Nelson and Albin E. Riedel, of the Town of Fridley, have a joint claim against Martin, Davis & Vessey, contractors for Ditch No. 41 of your County, for damages on account of failure to complete the ditch as per their contract, by which they agreed to have the same completed by December 1st, 1904, the same not having been completed so as to be of service to the lands of Messrs. Riddel & Nelson for two years after that date. So that, although heavily assessed for the purpose of this ditch in the meantime, they received no benefit therefrom, but lost the crop of hay which would have been saved to them had the ditch contractors carried out their contract according to its terms.

In addition to losses upon other lands owned by them, they have by reason of this failure of the contractors, wholly lost the rents paid by them for these two years, 1905 and 1906 amounting to \$420. upon the Northeast Quarter of Section 20,

and the East half of Section 17, in Blaine Township.

The amount of this rent paid out and lost by them will be accepted in full, provided the same is paid forthwith; otherwise they will claim damages upon the lands owned by them.

Respectfully,

C.M. Terguson