

# GETS VERDICT FROM CHINAMEN

## Hokan Swenson May Recover for Beating He Received. Other Cases.

Juries in two district court cases yesterday decided the actions in which they were called upon to sit as judges of the facts, in favor of the plaintiffs and in a third suit a sealed verdict was returned.

In the case of Hokan Swenson against Hor B. Coon and a number of other Chinamen who operate the Charity restaurant on the Bowery, tried before Judge Ensign, the plaintiff recovered damages in the sum of \$131. Swenson set up in his bill of complaint that he entered the eating house of the Chinamen and that after he had had his supper there was a dispute as to the change of a \$10 bill. Coon, the proprietor, claimed that Swenson had paid for his supper with a fifty cent piece and had received fifteen cents in change, while Swenson claimed he tendered the cashier a \$10 bill and got no change. He testified that he went out to the kitchen to demand his change of Coon and that the latter said he had nothing coming. He thereupon started out to get an officer when the Chinamen set upon him and beat him so badly that he was confined to his home for several days. He sought to recover \$2,000 and the money he paid out in physicians' fees. Swenson was represented by Marshall & Whipple and the Chinamen by W. D. Edson and Albert Baldwin.

M. Zalk and H. Y. Josephs of the Duluth Machinery company recovered \$554.32 from the Enterprise Brick company of Wrenshall. The verdict was the full amount claimed as due on a bill for goods, which the defendants refused to pay. They put in a counter claim for \$500, setting up in their answer that the goods furnished by the plaintiffs were defective. The local company was represented by C. S. Wilson and Baldwin. Baldwin & Dancer acted for the brick company. The case was tried before Judge Cant, and immediately upon its completion the action of John Kelly against the Tower Lumber company, in which the plaintiff seeks to recover wages claimed to be due, was taken up.

Kelly was working for the lumber company on the range and when he quit there was a dispute as to the amount of wages he should receive. He claimed he had contracted to work for \$40 per month and the lumber company alleges he agreed to take the job for \$35 a month. The time was eighty-four days and the amount in dispute about \$17. Kelly refused to take anything less unless he received his pay at the rate of \$40 a month and he came to Duluth without the money. The court instructed the jury that the verdict should be in favor of the plaintiff and the only point to be decided was whether Kelly was entitled to \$35 or \$40 per month. The jury deliberated about an hour and a half and returned a sealed verdict.

As soon as the jury reports this morning the case of Charles Tengblad against J. W. Fee will be taken up. The suit is one of eight begun through I. Grettum as attorney in which the plaintiffs seek to recover from the defendant as the result of an alleged breach of contract. It is claimed Fee contracted with the plaintiffs individually to get out some ties and posts for him and when they had been cut, refused to take them. H. B. Fryberger represents Fee.

In Judge Dibell's room the case of Humphrey Jones, administrator, against the St. Louis Lumber company is still on trial. The suit is one in which the plaintiff seeks to recover damages for the death of his son, who was fatally injured while employed in the company's mill.