

“Court House and Jail” *

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HISTORY OF

STEARNS COUNTY

MINNESOTA

BY

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CHAPTER XI.

COURT HOUSE AND JAIL.

Early Efforts to Erect a Court House—Main Building Erected in 1864—Additions and Iterations—Efforts at Securing a More Modern Building— Bond Issues—County Jail—Old Log Jail— Present Jail Erected in 1878— Title to Site.

In order to give the “Commissioners’ Court”—as the county board while in session is described in the official records—the district court and the county officers a suitable and permanent home, steps were taken at the meeting of the board held July 8, 1856, to secure the erection of a court house; but eighteen years of changes, failure of plans and delays of contractors intervened before these efforts produced material results. In the meantime the county officers and records were housed in rented rooms and the terms of court held in a hall here and a hall there as accommodations in anywise suitable could be obtained. At the meeting referred to it was voted to issue bonds to the amount of \$6,000, bearing interest at the rate of twelve per cent and to run for seven years, to erect in St. Cloud a building of the following description and dimensions: “40x64 feet on the ground; 26 foot posts; basement story 9 feet high, to be built of stone, with two cells at one end, walls 2 feet thick, the remainder of the basement to be finished into rooms suitable to be lived in. First floor for offices and jury rooms; second floor for court room, with hall off the end.” Bids would be received until August 11, plans for the buildings to accompany each proposal. At the same time bids would be received for the county bonds (for the issuance of which a vote by the people was not required); the offer made by the highest bidder to be accepted, but the bonds were not to be sold “for less than their face.” The board met August 14 in extra session just long enough to adopt the plans for a court house submitted by John L. Wilson. At an adjourned meeting held August 26 the bids for the erection of the court house were opened and that of Joseph Niehaus being the lowest the contract was awarded to him. The commissioners at the same time voted to pay over the \$6,000 worth of bonds immediately to purchase the materials for same. This was carried by the votes of Commissioners Orth and Edelbrock, Commissioner Richardson opposing the order and entering his protest against it. To protect the county from loss Niehaus was required to give bonds to the amount of \$13,000 for the completion of the court house, “the

security for the above to be sworn security.” It was ordered that the first money received into the county treasury, not appropriated for territorial purposes or school tax, be used to pay the interest on the court house bonds. At a meeting held August 27 it was ordered that “the bonds be delivered over to Joseph Niehaus.” The board, at a session on April 8, 1857, extended for one year from the date specified in the contract the time for the completion of the court house. An offer made by John L. Wilson to furnish, free of rent, a room in which terms of court could be held until such time as the court house should be completed, was accepted.

Nothing more appears of record regarding the proposed county building until at an extra session held February 23, 1858, Joseph Niehaus made application to be released from his contract, agreeing to give a good and sufficient bond to protect the county from any liability or damage arising from the issuing of the \$7,000 county bonds. The application was granted, subject to the stated condition as to an indemnifying bond, which was accepted and filed February 24, whereupon the contract was cancelled, and the project was just where it had been at the beginning.

The county board then proceeded to enter into a contract with John L. Wilson for the erection of a court house according to the plans and specifications then on file, the price to be \$7,000, for which bonds payable seven years after May 1, 1858, with interest at twelve per cent per annum, should be issued and delivered to said Wilson. At the first meeting of the county board of town supervisors, held August 3, 1858, Leander Gorton and George W. Cutler were appointed a committee to confer with Wilson with a view to obtaining additional security for the erection of the new building. The committee reported at an adjourned meeting August 20, at which time Mr. Wilson tendered a deed to certain real estate, with the condition that if any of the land should be sold the proceeds should be placed to his credit on his contract. The clerk of the board was directed December 4 to “open a correspondence with H. M. Rice making him a proposition to take Prairie du Chien property and pay on the Stearns county court house bonds negotiated by him.” The records are silent as to the result of this correspondence, but a fairly correct surmise as to what it was would not involve the possession of any great degree of insight.

Practically three years elapsed after the signing of this contract with John L. Wilson with nothing whatever being done toward the erection of the

court house. At a meeting of the board of county commissioners held January 8, 1861, an agreement was signed whereby, in consideration of being released from all liability under his contract, Wilson conveyed to the board the tract of land designated on the map of the town of St. Cloud as "Columbia Square," a further condition being that within ten months from that date he should remove from the title to this land certain clouds which rested on it. In case the title was cleared so that the county should have an estate in fee simple in the property, it was proposed to deed the tract (less two acres) to any person who would accept it as payment in full for a court house building to be constructed in accordance with the original contract.

Nothing further was done until January 9, 1863, when "after considerable discussion," a resolution was adopted authorizing the county auditor to advertise for bids, to be opened January 26, "for the erection of a court house fifty feet square, walls twenty-eight feet high, two stories, with shingle roof, the first floor to be divided into suitable rooms for offices, the second floor to be finished for a court room, the building to be either of wood on a stone foundation or of brick, with one double fire-proof vault in the first story; the building to be completed by January 1, 1864; bidders to submit plans; payment to be made in real estate situated on Columbia Square and the contract to be awarded to the bidder willing to accept the least amount of said real estate." Bids were received at a meeting held September 26 from J. W. Ten Voorde, N. P. Clarke and Thomas C. McClure, and on the following day the bid of John W. Ten Voorde, with plans and specifications drawn by James H. Place, was accepted. The court house was to be erected on a lot in Columbia Square designated on the plans as being 200x220 feet, with a street 66 feet wide all around the lot—and also a street leading from the outside of Columbia Square to the center of the lot, the property consideration to be deeded to the successful bidder upon the completion and acceptance of the building, he giving security in the sum of \$5,000 for the completion of the contract according to the plans and specifications. The chairman of the board of county commissioners and the county auditor were made a building committee. By resolution of the board July 12, 1864, the court house was accepted and it was ordered that Joseph Edelbrock, as chairman of the board, execute to Joseph Broker, as assignee of John W. Ten Voorde, the contractor, a warranty deed to the land described in the agreement of February 18, 1863, viz: Lots 2, 3, 6 and 7, block 18, and lots 4 and 5, block 47, and all of Columbia Square, located in the town of St. Cloud, reserving the tract in the center thereof 200 feet

fronting toward St. Germain street by 220 feet fronting toward Washington avenue, on which the court house stood, with the streets previously described.

Thus nine years after the county was organized and eight years after the first steps were taken for the erection of a county building, the central part of the present court house was completed. It is of red brick with a stone foundation and in its day and generation was doubtless creditable enough and served the purpose for which it was constructed. But that day has long since passed. From time to time additions and changes have been made to meet as far as possible, in this make-shift fashion, the more pressing needs of the county resulting from its greatly increased population. In 1871, March 27, a contract was awarded to Schmit and Volz to construct four vaults in the court room at a cost of \$1,375 and \$1,060 was paid for the four vault doors Three years later, March 17, 1874, A. Montgomery was awarded a contract for an addition to the building, the cost of which was \$5,425. After the lapse of ten years more, February 2, 1884, a contract for a further addition was given to Peter Schmit for \$2,750. The final addition was erected March 11, 1897, by Carl Krapp, whose contract price was \$9,922, with \$535.30 for extra work on the court house and jail. The heating plant put in at this time by F. E. Kretz, cost \$2,066, and the plumbing done by J. P. Besinius \$928. No improvements to the building of any extent have been made since. Metallic vault furniture has been installed from time to time, one contract having been for \$1,535.

The unsatisfactory condition of the court house, its insufficient accommodations for the proper transaction of the public business, and the utter hopelessness of accomplishing any sufficient results through additions to the present structure have been generally recognized for the past twenty years, but from a feeling of timidity and false spirit of economy on the part of the commissioners and from local jealousies nothing has been done. At a session of the county board held September 10, 1891, a report from the grand jury— similar to many which had proceeded it—was read, wherein the attention of the board was called to the insufficient accommodations provided by the present court house for the transaction of the county business, and advising against the further expenditure of public money on these buildings. The board “recognizing the urgent necessity for more spacious, convenient and secure accommodations and buildings for the county” appointed a committee consisting of B. Pirz, Edward Miller, John

Schwinghammer, Joseph Scheelar and David Cleveland—being in fact the full membership of the board itself—to make inquiry and report on the following matters:

- 1—Do the public interests require a new court house and jail?
- 2—Can the present court house and jail be utilized by alteration or exchange?
- 3—What tract should be selected as a permanent site for the public buildings of this county?
- 4—For what amount can title to suitable tract of land be obtained whereon to build a court house and jail?
- 5—Within what time should new court house and jail be completed?
- 6—What sum or amount should be expended for such purpose?
- 7—How should the necessary sum or amount be raised?
- 8—Is it for the public interest to have the court house and jail buildings upon one site or tract?
- 9—Can the county of Stearns and the city of St. Cloud unite or combine in the construction of a new court house and jail or either?

This little spurt on the part of the commissioners fell still-born, nothing further being heard of it.

A petition from the Trades and Labor Assembly asking that immediate steps be taken toward the erection of a good substantial court house and jail to be completed during the years 1895 and 1896, presented to the board at a meeting held March 19, 1895, was laid on the table.

Five years after the adoption of the resolutions and the appointment of the committee given above, during which interval the building of a new court house was a subject of wide discussion, the board of commissioners yielded to the public pressure sufficiently to adopt the following resolution at a meeting held January 8, 1896:

Whereas, A petition signed by more than one hundred legal voters of this county, who are freeholders therein, has been duly presented to this board setting forth that it is the desire of said petitioners that the county of Stearns, Minnesota, shall erect and construct a court house at the county seat of said county, the cost thereof not to exceed the sum of \$75,000; now therefore it is hereby

“Resolved, That the question of building and erecting said court house be submitted to the legal voters of said county of Stearns at the next general election to be held in and for said county on Tuesday, November 3, 1896.”

This resolution found its resting place in the graveyard which held so many of its predecessors, nothing further being heard of or from it, and Stearns county, one of the most populous and wealthy counties in the state, has for the transaction of its public business one of the most ill-constructed, ill-looking and inconvenient court houses to be found in the state. This should not be permitted much longer to continue.

There is considerable uncertainty as to the amount of bonds issued and actually paid by the county for the court house. The early records were poorly kept and are much confused. As has been noted, the first issue of bonds authorized was for \$6,000 at the meeting of July 7, 1856. It is said that these bonds were put into the hands of an agent to be negotiated in New York, that they were lost, and that only two, of \$1,000 each, were recovered. A later bond issue of \$7,000 was provided for. The St. Cloud Democrat of January 10, 1861, makes the direct charge that the county authorities had “issued two separate sets of bonds for \$7,000 each which were delivered to John L. Wilson on his contract to build a court house for \$7,000. He disposed of both sets of bonds, made a hole in the ground, intended for a cellar, and then suspended operations. The holders of these \$14,000 bonds are clamorous for payment.” While the action of the county board at the July meeting referred to only authorized the issuing of \$6,000 it would subsequently appear that the actual issue was \$7,000. The court house was completed and accepted in 1864, being built from the proceeds of land deeded to the county by Mr. Wilson. The published financial statement of Stearns county for the period from January 1, 1866, to February 28, 1867, contains among the liabilities “Amount of outstanding bonds (interest not included), \$7,190.” As no bonds had been authorized or issued save those for court house purposes, it is a fair inference that this amount represented what was outstanding at that time of the court house bonds and there is no record covering any previous period as to bond obligations.

A paragraph in the St. Cloud Journal of July 8, 1869, throws a ray of light on the subject: “All the old court house bonds have been redeemed except

\$2,600, not due until 1872. The county jail has all been paid for. The relief fund has also been liquidated, and Stearns county is in a good condition financially.”

COUNTY JAIL.

As during the years following its organization Stearns county had no court house, it likewise had no jail. Ordinarily culprits were confined in the town lock-up, while those whose offenses against the majesty of the law were more serious, were sent to the Ramsey county jail for confinement. This proved to be both inconvenient and expensive. Finally March 2, 1861, the county board purchased the jail building, a log structure, which had been built by the town of St. Cloud on the lot now occupied by the Methodist church. B. Overbeck was allowed \$15 in county orders for labor performed on it, and the sum of \$150 in county orders was appropriated “for the renewal and erection of a county jail.” Commissioner Fowler was appointed a committee of one to draw the plans and specifications and take charge of the work. He reported April 2 that the jail had been completed and it was accepted by the board and he was paid \$12 for his services as superintendent. Instead of there having been any “removal” or “erection” the old building was enlarged and put into somewhat better condition for the purpose for which it was intended and let go at that. Soon afterwards, June 4, the county board directed that the jail be “properly ventilated by putting at least one good grated window in the front room and grated windows in the cell doors,” and further that “the said jail be properly cleaned at least twice each week during the summer season and while prisoners are confined there.” The sheriff was authorized to employ a guard for the jail, to be paid \$1.25 per day while on duty.

When the board of commissioners met January 3, 1865, a crisp little missive from the district court, reading as follows, was presented for its consideration: “We the grand jurors have examined the Stearns county jail and we pronounce it a perfect nuisance.” This evidently took the breath away from the commissioners, rendering them incapable of prompt action, and on motion the communication was laid over until the next meeting—nuisance or no nuisance.

A full year passed before the matter had any further consideration from the county board, although the commissioners readily admitted that it was

“unfit” for use and had been “so reported by each grand jury of said county for many years last past.” After this confession, placed on record at the meeting held January 4, 1866, and sundry reasons given why it would be economical as it was desirable to build a new jail, which should be of brick, the board directed that the matter be submitted to the people of the county at an election to be held the first Tuesday in April. Very evidently the necessity for a new jail did not appeal to the voters of the county generally, as the proposition was defeated by a vote of 360 for to 385 against. Just what affected public sentiment in the different localities it would be difficult at this date to determine, as in some of the towns the vote was solidly in favor of a new jail, while in others closely adjoining it was solidly in opposition. While St. Cloud gave 202 votes for and only 9 against, Brockway straight 13 favorable and Lynden 20 to 1, St. Augusta, a neighboring town, gave only 4 favorable votes to 55 in opposition; Le Sauk, adjoining St. Cloud, cast her entire 25 votes in the negative, as did Oak her 51 votes, while the vote of Sauk Centre was 8 to 43, Munson, 3 to 34 and Maine Prairie 4 to 40. Although the margin was a narrow one it left the “perfect nuisance” the only thing available for jail purposes.

Another year passed without any improvement in the situation until at a session held May 7, 1867, the board resolved that the jail was “unfit for the purpose” intended and that it was “expedient to erect a good and substantial jail without delay,” nothing being said this time about submitting the matter to a vote of the people. Commissioners E. H. Atwood, H. J. Fowler and B. Pirz were appointed a committee to decide on a proper location for a jail building and receive bids for its erection, report to be made at the county board June 17. The committee at that time reported having received three bids: W. T. Clark, \$5,900; John R. Clark, \$7,900; Wolfgang Eich, \$8,150—each bidder stipulating for cash payments. These bids not being regarded as satisfactory were all rejected and the committee was given further time. The next attempt, July 30, was even less successful, only two bids being received, one from John R. Clark for \$9,900, and one from Wolfgang Eich for \$9,200, whereupon the board resolved to postpone further action until the September session. A final conclusion was reached September 5, when it was decided to accept the Wolfgang Eich bid of \$9,200 as being “the lowest and best bid,” the building to be completed by August 1, 1868, payment to be made in cash with the exception of one bond for \$2,000, bearing twelve per cent interest and due March 1, 1869. The jail was accepted September 4, 1868, Eich being allowed \$275 for

extra work. It was built of red brick against the west wall of the court house, the two forming practically one building

A contract was awarded September 10, 1889, to the Champion Iron Works of Kenton, Ohio, for eight cells, to be constructed on the bar and plate system, at a cost of \$5,120. March 2, 1898, a contract for eight Bessemer steel cells, costing \$1,135, was awarded to the St. Cloud Iron Works. Four of these cells are on the second floor, for the use of female prisoners on the rare occasions when any are needed. On this floor are also the living rooms for the sheriff and his family, the office rooms being on the first floor.

While the jail is far from being what it should be yet its deficiencies are much less in evidence than are those of the court house. When a new building is erected it will doubtless include a jail as well as a court house.

TITLE TO THE SITE.

As the manner in which the county obtained title to the property on which the court house and jail were built, has been a matter of frequent discussion, with varying statements as to the facts in the case, we give herewith the claim of title taken from the records in the county auditor's and register of deeds' offices.

The first instrument is a quit-claim deed, bearing date August 21, 1856, from John L. Wilson to the County Commissioners of Stearns county, Minnesota territory, by which, for a consideration of \$100, a certain tract is conveyed to the county, with conditions as follows: "To have and to hold so long as the same shall be used and occupied as a court house, for the said county of Stearns, or the county in which said building is situated, but whenever the following described piece or parcel of land shall cease to be used and occupied as a court house for the said county of Stearns, or the county in which the said building may hereafter be located, the within and following described piece or parcel of land shall revert back to the said John L. Wilson, party of the first part, his heirs or assigns, and shall no longer be the property or under the control of the said county of Stearns in the territory aforesaid, and described as follows, to-wit: Commencing at a point eight rods north, 47 degrees east of the center of Columbia Square; thence north 43 degrees, west ten rods; thence at right angles with said line westerly sixteen rods; thence at right angles with said line south 43 degrees

east twenty rods; thence at right angles with said line north 47 degrees east sixteen rods; thence at right angles with said line north 43 degrees west ten rods to the place of beginning, containing two acres “xxx” provided that said commissioners shall have the right and privilege of disposing of said court house at a fair appraisal or the highest bidder whenever they cease to occupy the same as above specified.”

Then followed a quit-claim deed dated August 21, 1858, whereby for a consideration of \$2,500, John L. Wilson deeded to the Board of Supervisors of Stearns county, Minnesota, block R; also lots 1, 2, 3, 4, 5, 7, 8, 9 and 10, block 61; lots 2, 3, 6 and 7, block 18; lot I, block G; lot 5, block 46, in the town of St. Cloud (Middle Town).

Under date of January 8, 1861, for a consideration of \$300, John L. Wilson by quit-claim deed conveyed to the Board of County Commissioners of Stearns county, Minnesota, lot 1, block G; lots 2, 3, 6 and 7, block 18; and lots 4 and 5, block 47, in the town of St. Cloud, for the use of said Stearns county.

On the fifteenth day of November, 1860, under the provisions of an act of congress passed May 23, 1844, the town of St. Cloud entered at the St. Cloud land office certain lands, which included Wilson’s survey, “in trust for the several use and benefit of the occupants thereof, according to their respective interests.” By warranty deed dated March 12, 1861, James C. Shepley, president, and James Broker, as recorder, of the town of St. Cloud for a consideration of \$16.80, conveyed to the county of Stearns lot 1, block G; lots 2, 3, 6 and 7, block 18; and lots 4 and 5, block 47, all in the town of St. Cloud according to the plat and survey thereof made by John L. Wilson and recorded in the office of the register of deeds of said county, “for the use and benefit of said county.”

John L. Wilson and wife, January 8, 1861, by warranty deed, for a consideration of \$7,000 (being the amount of an issue of court house bonds) conveyed to the Board of County Commissioners of the county of Stearns, Minnesota, Columbia Square, ten acres, “for the use of Stearns county and assigns forever.”

By a second warranty deed, dated January 24, 1863, for a consideration of \$155.75, the town of St. Cloud deeded to the Board of County

Commissioners of Stearns county, Minnesota, lots 2, 3, 6 and 7, block 18; lots 4 and 5, block 47; lot 1, block 0, and all of Columbia Square, excepting therefrom a small part of lot 2, block 18, lying over into Lowry's addition in said town.

John L. Wilson's original plat of the town of St. Cloud, filed September 1, 1855, did not have the blocks divided into lots; a supplementary plat, acknowledged April 23, 1857, was filed on which the separate lots were shown. Columbia Square was given as being 726x608 feet. It was subdivided by James H. Place in 1863, into the court house square with the four surrounding blocks subdivided into lots. ■

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