of Sletten, Brandsvold, King, and the village of McIntosh. District No. 4, townships of Johnson, Gully, Chester, Hill River, and Eden. District No. 5, townships of Queen, Rosebud, Columbia, and the village of Fosston. Thus the county was composed of eighteen Congressional and civil townships, every Congressional being a civil township.

The Commissioners also elected a full list of county officers, who were: Auditor, Charles McCarty; Treasurer, F. E. Le Page; Register of Deeds, Andrew Trovaaten; Sheriff, Edward L. Stowe; Judge of Probate, Anton I. Solberg; Surveyor, J. E. Beime, of Fosston; Attorney, Harvey W. Stark; Clerk of the Courts, George E. Flatten; School Superintendent, Gunstein D. Ankhus; Court Commissioner, Thomas R. Brownlee; Coroner, Dr. Archibald McEachren. At the second meeting of the Board it was announced that Geo. E. Flatten, who had been chosen Court’s Clerk, had failed and refused to qualify for the position, and Charles Hanson was elected in his stead. The annual salaries were fixed at a subsequent meeting and the County Auditor was to receive $1,200, the Treasurer $360, the County Attorney $1,200, the Judge of Probate $825, and the Superintendent of Schools $10 per district.

At the first meeting, December 23, it was announced that Attorney General Douglas had brought an action in the name of the State, which would bring up and determine the legality of Columbia County. The case was entitled “the State of Minnesota on the relation of Wallace B. Douglas vs. Ingebret Larson.” When the votes were canvassed at St. Paul, the Attorney General had said that, as to the election over the new county proposition Columbia County had won over Nelson and the other counties. But he said he was not certain as to the validity of the law under which the election was held, because it permitted four propositions to be submitted to the individual voter, who, however, was restricted to voting only upon one. In his formal opinion he said, among other things, that to deprive the voter from voting upon each of the propositions submitted, where there is no question but that he has the right to have his vote counted and given force and effect, “seems to me,” he said, “to be beyond the power of the Legislature.” A fortnight or so later, he brought the action to test the law. He named Mr. Larson and the other Commissioners who alleged themselves to be officials of Columbia County and sought to have them ousted as one having no official authority. The Board granted the County Attorney assistance in defending the case, and Columbia’s lawyers were County Attorney Stark, Gideon S. Ives, of St. Peter, and A. A. Miller, of Crookston. Representing the State were De Forest Bucklin, Martin O’Brien, J. H. Hendrieks, and the strong St. Paul firm of Childs, Edgerton & Wickwire. The writ of quo warrants were served on the Board January 6.

But until the election was declared invalid, and “Columbia County” declared to have never legally existed, the County Board went ahead with its assumed duties. A transcript of its records* shows that on December 30 the Commissioners conferred with the McIntosh Village Council in regard to providing a suitable room or rooms to be used as a sort of temporary court house, and that Chas. L. Conger, the President of the Council, agreed to have partitions put up in the village hall and the building wired for electric lights in order to accommodate the Board and the public business. Later the Council proposed to lease the city hall to the Commissioners for the use of the several county officers; to build a good and substantial vault, of sufficient size and security, in which to keep all records of the county, and to furnish a hall room for court purposes. The propositions were accepted and the County Attorney was instructed to procure a lease from the proper village officials.

Among other proceedings of the Board were the letting of contracts for the public printing for 1903 to the McIntosh Times and the Thirteen Towns; the owners and conductors of these papers—respectively,

* Kindly furnished for this history by Chas. L. Conger, Esq., of McIntosh.