



Winona County Probate Court:
Case files

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No. 3236

STATE OF MINNESOTA
WINONA COUNTY

In Probate Court
PAPERS

IN THE MATTER OF THE GUARDIANSHIP OF
Emeline F. Hodgins
Incompetent

Letters Issued..... 191

Amount of Bond, \$

Register 6 Page 258

Order Book en Pages 380
" u " 426

Record of Letters B Page 712

Bond Record D Page 119



State of Minnesota,
County of Winona.

IN PROBATE COURT.

In the Matter of the
Guardianship of Emeline F. Hodgins.

The petition of W. P. Blackman, of the county of Winona and state of Minnesota, respectfully shows:

That your petitioner is a son of said Emeline F. Hodgins; that said Emeline F. Hodgins, who is a resident of said Winona County, is by reason of old age mentally incompetent to have the charge and management of her property, which is largely in the form of cash.

That said Emeline F. Hodgins is possessed of personal property to the value of about thirty thousand dollars, as your petitioner is informed and believes; and that said Emeline F. Hodgins is seized of certain real estate, to wit, her homestead, consisting of a house and lot in the city of Winona, in the county and state aforesaid; and that to protect and preserve the legal rights of said Emeline F. Hodgins, it is necessary that some proper person should be appointed guardian of her estate.

Your petitioner therefore prays that you will appoint C. M. Youmans guardian of the estate of said Emeline F. Hodgins, pursuant to the statute in such case made and provided.

Dated at Winona, March 13, 1901.

W. P. Blackman

State of Minnesota
County of Winona.

ss

W. P. Blackman, being duly sworn, says that he is the person who made the foregoing petition; that he has read the same and knows the contents thereof; that the same is true of his own knowledge.

Subscribed and sworn to
before me Mar 13, 1901

W. P. Blackman

Stephen H. Jensen

Notary Public, Winona County, Minnesota.

N^o 3236

In Probate Court
County of Arizona

In the Matter of the
Guardianship of
Emile F. Hodgins
Incompetent

Petition for Guardianship

13th Day of March

J. H. Lane

Judge of Probate

State of Minnesota,
County of Winona } ss.

In Probate Court,
Special Term, March 13th 1891

IN THE MATTER OF THE GUARDIANSHIP OF

Emeline F. Hodgins }
Incompetent

On reading and filing the verified petition of W. P. Blackmar

representing among other things that
Emeline F. Hodgins of the City of
Winona in the County of Winona and State of
Minnesota, by reason of Old Age is mentally
incompetent to have the charge and
management of her property

~~so spends, wastes and lessens his estate as to be likely to expose himself~~

~~to want and suffering; and that the said~~

~~is incompetent to have~~

~~the charge and management of his property; and praying that~~

W. P. Blackmar or some other suitable person be appointed
Guardian of the estate of the said Emeline F. Hodgins

IT IS ORDERED, That said petition be heard at a Special term of the
Probate Court, to be held in and for said County of Winona
on Thursday the 28th day of March A. D. 1891
at 10 o'clock in the fore noon, at the Probate Office in the Court-house
in the City of Winona in said County.

IT IS FURTHER ORDERED, That notice of such hearing, and of the time
and place thereof, be given to said Emeline F. Hodgins
by personal service of such notice on her

at least fourteen days prior to the time fixed for such hearing.

Dated at Winona the 13th day of March
A. D. 1891

By the Court,

W. E. Harnell
Judge of Probate.

No. 3236

IN PROBATE COURT,

County of *Maricopa*

IN THE MATTER OF THE GUARDIANSHIP OF

Concepcion H. Rodriguez

Order for Hearing Petition for Guardian.

Filed this *13th* day of *March*
A. D. *1961*, and Recorded in Book
of Orders, on page

Robert H. Reed
Judge of Probate.

3-10-61-500

State of Minnesota
County of Winona.

OK
In Probate Court.

In the Matter of the Estate of
Emeline F. Hodgins, Incompetent.

The undersigned C. M. Youmans, as Guardian of the estate
of Emeline F. Hodgins, Incompetent, respectfully shows to the Court-

-1-

That in accordance with the order of the Court heretofore made and filed herein, he has paid to the same Emeline F. Hodgins, from the date of said order up to the present time, the sum of one hundred fifty dollars per month during said period, for her use in the payment of her necessarily incurred personal and household expenses. That your petitioner verily believes and so represents to the Court that said amount has been each month necessarily so expended by said Emeline F. Hodgins.

-2-

That petitioner verily believes and so represents to the Court that the said sum of one hundred fifty dollars per month has not been and is not a sufficient sum to defray the necessary, reasonable and proper personal and household expenses of the said Emeline F. Hodgins, and is not enough to enable her to continue the style and manner of living which she has for many years maintained. That petitioner believes the sum of one hundred seventy five dollars per month to be the least sum which will defray the actual and necessary personal and household expenses of said Emeline F. Hodgins incurred in a style and manner of living reasonably proper and fitting. And your petitioner further represents that the estate of said Emeline F. Hodgins is sufficient to reasonably bear the payment to her of

State of Minnesota

In Probate Court.

said sum of one hundred seventy five dollars per month.

-3-

And your petitioner respectfully asks the order of the Court in the premises, authorizing and directing him to increase the monthly allowance to be paid by him to said Emeline F. Hodgins for the purposes aforesaid, from the sum of one hundred fifty dollars to the sum of one hundred seventy five dollars, and such further order as may be proper.

Dated October 23rd 1902.

C. M. Youmans.
Petitioner.

IT IS HEREBY ORDERED

That the acts of the said C. M. Youmans, as Guardian of the Estate of Emeline F. Hodgins, in paying to her each month ^{ss} one hundred fifty dollars for her use in the payment of her necessary and reasonable household expenses.

C. M. YOUMANS, being duly sworn, says that he is the person named in and who made the foregoing petition; that he has read the same and knows the contents thereof; that the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to such matters, he believes it to be true.

Subscribed and sworn to before me October 23 1902.

C. M. Youmans.

Stephen H. Jones
Notary Public,
Winona County,
Minnesota.

(Notarial seal)

State of Minnesota
County of Winona.

In Probate Court.

In the Matter of the Estate of
Emeline F. Hodgins, Incompetent.

OK

Upon reading and filing the foregoing petition, and upon all the records and files in the matter above entitled, the Court, having duly considered the matter, finds all of the allegations of the said petition to be true and,

IT IS HEREBY ORDERED

That the acts of the said C. M. Youmans, as Guardian of the estate of Emeline F. Hodgins, in ^{her behalf} paying to her each month the sum of one hundred fifty dollars for her use in the payment of her necessarily incurred personal and household expenses, is in all things approved, ratified and confirmed.

AND IT IS FURTHER ORDERED

That from this date and until the further order of this Court, the said Guardian pay to the said Emeline F. Hodgins the sum of one hundred seventy five dollars each month for her use in the payment of her necessarily incurred personal and household expenses.

Dated October 22nd 1902.

By the Court

J. H. Hanel
Judge of Probate.

103236
State of Minnesota,
County of Winona

Probate Court.

In re

Emeline F. Hodgins,

PETITION and ORDER.

Due Service of the within
is hereby admitted

Attorney for

Filed this 21st day of October
A. D. 1902 H. B. Somsen
Judge of Probate

Brown, Abbott & Somsen,
Attorneys for

WINONA, MINN.

State of Minnesota
County of Winona.

In Probate Court.

In the Matter of the Estate of
Emeline F. Hodgins, Incompetent.

The petition of the undersigned respectfully shows to the
Court:

That he is the duly qualified and acting guardian of said
Emeline F. Hodgins, heretofore appointed as such by said Court.

That petitioner is of the opinion that said Emeline F. Hodgins
is qualified and competent to have charge of and manage her usual
household affairs and capable of making judicious and proper expen-
diture of a reasonable sum each month for her usual and necessary
household and personal expenses.

That all of the property of the said Emeline F. Hodgins has
been taken possession of and is in the care and custody of the under-
signed, as guardian as aforesaid.

That petitioner believes the best interests of his said ward
would be served by the allowance to her of the sum of not more than
one hundred fifty dollars each month, in cash, for the purpose of
making such personal and household expenses as may be incurred by her.
That said amount of one hundred fifty dollars is reasonable and is
~~in keeping with the~~ not more than is sufficient and proper for her
to have in order to continue the style and manner of living which
the said ward has for many years maintained.

And your petition would ask that the Court make its order
authorising and directing him to pay his said ward the said sum each
month, for the purposes herein set forth.

Dated April 18 1901.

C. M. Yonmans,
Petitioner.

State of Minnesota
County of Winona. ^{ss}

C. M. YOUNG, being duly sworn, says that he is the person who made the foregoing petition; that he has read the same and knows the contents thereof; that the same is true of his own knowledge.

C. M. Young

Subscribed and sworn to
before me April 18 1901.

Stephen H. Sonies
Notary Public,
Winona County Minnesota.

State of Minnesota
County of Winona.

In Probate Court.

In the Matter of the estate of Emeline F. Hodgins,
Incompetent.

Upon the foregoing petition, and upon all the records and files in the matter above entitled,

It is hereby ordered that the Guardian of the said Emeline F. Hodgins, Incompetent, pay to the said Emeline F. Hodgins, ~~each month~~, until the final disposition of the above entitled matter or until the further order of this Court, the sum of one hundred fifty dollars each month, for her use in the payment of her necessarily incurred personal and household expenses.

By the Court

Dated Apr 18 1901.

J. H. Hance
Judge of Probate.

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3236

State of Minnesota
County of Winona.

Probate Court.

In re

EMELINE F. HODGINS.

Petition and Order.

Filed this 18th day of April
A. D. 1901
James
Judge of Probate

STATE OF MINNESOTA, } ss.
COUNTY OF WINONA.

St. Housen

~~came before me personally~~

and being first duly sworn on oath says, that on the 13th day of March 1901 ~~1900~~,

at the city of Winona, Minnesota, he duly served the within Notice upon

Eveline F. Holguin

personally, in the following manner, to-wit:

that he did then and there hand to and leave with the said Eveline F. Holguin

a true and correct copy thereof; ~~that the said~~

~~then was one of the attorneys for the~~ herein

Subscribed and sworn before me this

13th day of March

A. D. ~~1900~~ 1901

St. Housen

Wilbur P. Blackman

Notary Public,

Winona County, Minnesota.

State of Minnesota

IN PROBATE COURT.

County of Winona.

In the Matter of the
Guardianship of Emeline F. Hodgins.

Notice is hereby given that at a special term of the Probate Court to be held at the office of the Probate Court in the Court House in the city of Winona, Winona County, Minnesota, on the 28th day of March, 1901, at the hour of ten o'clock in the forenoon, the following matter will be heard and considered:

The verified petition of W. P. Blackman for the appointment of a guardian for Emeline F. Hodgins, alleged to be by reason of old age, incompetent to have the charge and management of her property.

Dated March 13, 1901.

By order of the Court



Judge thereof.

To EMELINE F. HODGINS.

No 3236
In Probate Court
Minnesota County Minn.

In matter of the
Guardianship of
Emilie F. Holgers
~~and others~~

Notice of Hearing on Petition
& Proof of Service —

Filed this 13th day of March
A. D. 1901
J. E. Havel
Judge of Probate

State of Minnesota, }
County of Winona. }

IN PROBATE COURT,

Special Term

March 28th

1901

IN THE MATTER OF THE GUARDIANSHIP OF

Emeline F. Hodgins

Incompetent

The verified petition of H. P. Blackman
for the appointment of a Guardian of the ~~person and~~ estate of Emeline F. Hodgins
of the City of
Winona in the County of Winona coming on to be
heard at this time;

And

it appearing, after a full hearing and examination upon such petition:

FIRST. That notice of the time and place of such hearing has been given to said Emeline F. Hodgins
as required by law, and the order of this Court made herein on the 13th day of
March A. D. 1901.

SECOND. That said Emeline F. Hodgins is
on account of Old age and impairment
of Mental faculties incompetent to manage her property

THIRD. That the personal property of said Emeline F. Hodgins
does not exceed the value of
Twenty Thousand Dollars, and the annual income from
real estate does not exceed One Thousand Dollars.

FOURTH. That L. M. Goussmans
of the City of Winona in the County of Winona
is a competent and suitable person to be appointed Guardian of the person and estate of said
Emeline F. Hodgins

IT IS THEREFORE ORDERED, That the said L. M. Goussmans
be, and he is hereby appointed Guardian of the ~~person and~~ estate
of the said Emeline F. Hodgins;
that he give bond as such guardian in the sum of Twenty Thousand
Dollars, with sufficient sureties, conditioned as required by law. And that upon the filing and approval
of such bond by the Court, Letters of Guardianship of the ~~person and~~ estate of said
Emeline F. Hodgins be issued to him.

Dated at Winona this 28th day of March A. D. 1901.

By the Court,

J. E. Harnes
Judge of Probate.

No. 3236

IN PROBATE COURT,
COUNTY OF WINONA.

IN THE MATTER OF THE GUARDIANSHIP OF

Emeline C. Stedman

Emeline C. Stedman

Order for Appointment and
Bond of Guardian.

Filed this 28th day of *March*
1901, and recorded in Book *112* of

Orders, on page 380

W. H. Stedman
Judge of Probate.

State of Minnesota, }
County of Winona. } ss.

IN PROBATE COURT,

Special Term, *March 29th* 1901

IN THE MATTER OF THE GUARDIANSHIP OF

*Emeline F. Hodgins**Emeline F. Hodgins*
MINOR

State of Minnesota, }
COUNTY OF WINONA. } ss.

I, *C. M. Youmans*

of the County of Winona, State of Minnesota, appointed by the Probate Court of said County,

the Guardian of *Emeline F. Hodgins, Incompetent*

Minor, do solemnly swear that I will fully perform all the duties of such Guardian according to law. So help me God.

Subscribed and sworn to before me,

this *29th* day of *March*A. D. *1901*

C. M. Youmans
— GUARDIAN OF —

Stephen H. Jones

Judge of Probate.
Notary Public.
Winona Co.
Minn.

Emeline F. Hodgins
Incompetent

No. 2236.....

**IN PROBATE COURT,
COUNTY OF WINONA.**

In the Matter of the Guardianship of

Emeline J. Holguin

Misc.

OATH OF GUARDIAN.

Filed this *19th* day of *March*

A. D. 1921

W. J. Hansen
Judge of Probate.

AFFIDAVIT OF PUBLICATION

State of Minnesota }
COUNTY OF WINONA } SS.

----- J. F. Bildar ----- being duly sworn,
deposes and says that he now is and during all the times hereinafter
mentioned has been the foreman in charge of the Republican-Herald, a
daily newspaper, printed and published in the city of Winona in said
Winona County, State of Minnesota.

That he has knowledge of the facts and knows personally that the
printed notice hereto attached, cut from the columns of said newspaper,
was inserted, printed and published in said newspaper once each week for
----- three ----- weeks, and that all of said publications were made in
the English language.

That said notice was first inserted, printed and published on
----- Friday -----, the 11th day of ----- May -----, 192-3
and was printed and published in said newspaper on each and every
----- Friday ----- thereafter until and including ----- Friday -----, the
----- 25th ----- day of ----- May -----, 192-3

That during all the times aforesaid, said newspaper was qualified as
a medium of official and legal publications as required by sections 3 and 4
of chapter 484, Session Laws of Minnesota, 1921, and that it has complied
with all the requirements that constitute a legal newspaper as defined in
said sections 3 and 4, to-wit: that for more than one year last past from
the date of the first publication of said notice, said newspaper has been

(1) Printed from the place from which it purports to be issued
in the English language, and in column and sheet form equivalent in
space to at least four pages, with five columns to the page, each seventeen
and three-quarters inches long.

(2) Issued once each day, except Sunday, from a known office,
established in such place for publication and equipped with skilled work-
men and necessary material for preparing and printing the same.

(3) Made up to contain general and local news, comment and
miscellany, not wholly duplicating any other publication, and not entirely
made up of patents, plate matter and advertisements, or any or either
of them.

(4) Circulated in and near its place of publication to the extent
of at least two hundred and forty copies regularly delivered to paying
subscribers, and that prior to the date of the first publication of said
notice the publisher in charge of said newspaper having knowledge of the
facts, filed in the office of the county auditor of said County of Winona,
State of Minnesota an affidavit showing the name and location of said
newspaper and the existence of conditions constituting its qualifications
as a legal newspaper as required and set forth in section 3 of chapter 484,
Session Laws Minnesota, 1921.

That the following is a printed copy of the lower case alphabet from
A to Z both inclusive, of the size and kind of type used in the composi-
tion, printing and publication of said legal advertisement hereunto at-
tached, viz:

abcdefghijklmnopqrstuvwxyz

Further affiant saith not, save that this affidavit is made pursuant to
section 4 of chapter 484, Session Laws Minnesota, 1921, and is intended
to accompany the bill for the publication in said newspaper of the afore-
said legal advertisement.

Subscribed and sworn to before me this ----- 25th ----- day
of ----- May -----, 192-3

Printer's Fee \$ ----- 5.40 -----

M. Glee Griswold
M. GLEE GRISWOLD,
Notary Public, Winona County, Minnesota
My Commission Expires Nov. 19th, 1929.

(First Pub. Friday, May 11, 1923)
STATE OF MINNESOTA, COUNTY OF
WINONA, ss. IN PROBATE COURT.
In the Matter of the Guardianship of
Emeline F. Hodgins, Ward.
The guardian of the above named
ward, viz: C. M. Youmans, having
made and filed in this court his final
account, together with his petition
representing that said guardianship
has terminated and praying that said
account be examined, adjusted and al-
lowed by this court, and that said
guardian be discharged.
It is ordered, that said petition be
heard and said account examined and
adjusted by this court, at the Probate
Court Room, in the Court House, in
the City of Winona, County of Winona,
State of Minnesota, on the 25th day of
June, 1923, at 10 o'clock a.m.; and
that this order be served by the pub-
lication thereof in The Winona Re-
publican-Herald according to law.
Dated May 11th, 1923.
ROBERT E. LOOPY,
Probate Judge.
(Seal)
Brown, Benson & Sawyer, Attys.

3236

AFFIDAVIT OF PUBLICATION

TITLE OF CASE

Citation for Hearing on

Petition for Discharge of

Guardian.

Estate of Emeline J. Hodgins

Ward.

FIRST INSERTION

11th day of May 1923

LAST INSERTION

26th day of May 1923

Published in

The Winona Republican-Herald

Filed May 28, 1923

**H. G. MAYBURY,
Clerk of Probate**



Know all Men by these Presents, that we

E. M. Youmans

as principal, and

E. J. Youmans and N. J. Youmans, both
of Winona County, Minn.,

as sureties, are held and firmly bound unto Hon. DeVance

Judge of Probate of the County of Winona, Minnesota, in the sum of Fifty

Hundred (\$30,000.00)

DOLLARS,

lawful money of the United States, to be paid to the said Judge of Probate, or to his successors in office; for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals this 27 day of March

A. D. 1901

The Condition of this Obligation is such, That if the above bounden

E. M. Youmans

shall, and will faithfully, in all things, execute the duties of his trust as Guardian of Emeline

F. Hodgins

Emeline ~~minor~~, according to law; and shall make a true inventory of all the estate, real and personal, of his said ward that shall come to his possession or knowledge, and shall return the same into the Probate Court of the proper County, within three months; and shall dispose of and manage all such estate according to law, and for the best interest of his said ward; and shall faithfully discharge his trust in relation thereto, and also in relation to the custody, education and maintenance of his said ward; and shall render an account on oath of the property, estate and moneys of his said ward in his hands, and all proceeds or interest derived therefrom, and of the management and disposition of the same within one year after his appointment as such Guardian, and at such other times as the Probate Court shall direct; and shall, at the expiration of his trust, settle his account with the Probate Court, and pay over and deliver all the estate, moneys and effects remaining in his hands, or due from him on such settlement, to the person or persons who shall be lawfully entitled thereto, then this obligation shall be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered in Presence of

Louisa C. P. P. P.

J. H. Jensen

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

State of Minnesota, }
County of Winona. }

BE IT KNOWN, That on this 29th day of March, 1901,
personally appeared before me, C. M. Youmans and E. S. Youmans
and H. J. Youmans.

to me well known to be the same persons who executed the foregoing bond, and they severally
acknowledge the same to be their own free act and deed, and they executed the same for the uses and
purposes herein expressed.

Stephen H. Sorenson

Judge of Probate.

Natary Public
Winona Co., Minn.

State of Minnesota, }
County of Winona. }

E. S. Youmans and H. J. Youmans,
being duly sworn, each for himself, deposes and says, that he is a freeholder and resident of the State of
Minnesota, and is worth the sum of Thirty thousand (\$30000.00)

Dollars, over and above all just debts, liabilities
and responsibilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this

29th day of March, 1901

Stephen H. Sorenson,
Natary Public, Judge of Probate,
Winona Co., Minn.

E. S. Youmans
H. J. Youmans

I do hereby approve the within Bond.

Dated this 29th day of March, A. D. 1901

Stephen H. Sorenson

Judge of Probate.

No 32136.

IN PROBATE COURT,
COUNTY OF WINONA.

IN THE MATTER OF THE ESTATE OF
Emeline J. Rodgins

Guardian's Bond.

Filed and approved this 29th

day of March, 1901

Stephen H. Sorenson
Judge of Probate.

STATE OF MINNESOTA, }
County of Winona. }

I hereby certify that the within Sale

Bond was duly recorded this 29th

day of March, A. D. 1901, in

Book 2 of Bonds, page 119

of Probate Records.

Stephen H. Sorenson
Judge of Probate.

STATE OF MINNESOTA)
COUNTY OF WINONA)

IN PROBATE COURT

In the Matter of The
Guardianship of
Emeline F. Hodgins,
Incompetent.

PETITION

Your petitioner herein, C. E. Blackman, one of the legatees and devisees under the last will and testament of Emeline F. Hodgins, incompetent, now deceased, respectfully shows to this court the following facts:

-1-

That your petitioner is one of the legatees under the last will and testament of the ward in the above entitled matter and that her estate is the subject matter thereof.

-2-

That said petitioner is the son of Emeline F. Hodgins, ward above named; that said Emeline F. Hodgins died in the City of Winona, Minnesota, on the 18th day of February, 1923; that petitioner and his sister, Lethe B. Morrison, were the sole legatees and devisees under said last will and testament of said Emeline F. Hodgins and by the terms of the same were to receive the whole of the estate, share and share alike.

-3-

That heretofore, on the 28th day of March, 1901, one, C. M. Youmans, then and now a resident of the City of Winona, Minnesota, was appointed guardian of the estate of Emeline F. Hodgins, incompetent.

-4-

That on the 18th day of February, 1923, at the time of the death of said Emeline F. Hodgins, said guardian held in his hands all the money and other property of said ward, now deceased.

-5-

That your petitioner shortly after the death of his mother, the ward, herein, took up the matter of settlement of the guardianship account with the guardian and at that time was shown by said guardian a written statement purporting to be an inventory of the estate of the ward at the time of her death, which statement was some time thereafter handed to this petitioner through Brown, Somson & Sawyer, attorneys for the guardian, the statement being as follows;

-2-

Inventory of property received by C. M. Youmans, March 29th, 1901,
when he was appointed Guardian of Mrs. Emeline F. Hodgins.

REAL ESTATE

North 50 feet of Lot 3, Block 5, in Sanborn's Addition to Winona,
Cemetery lots 33-34-35 & 36, also path adjoining lots 34 and 35
in section R, being 1000 feet in Woodlawn cemetery, Winona, Minn.
No valuation was placed on above described property.

PERSONAL PROPERTY

Book account against C. M. Youmans,	1,325.00
Book account against Youmans Bros. & Hodgins,	1,093.60

CERTIFICATES OF DEPOSIT

First National Bank, Winona dated	3/11/01	2%	\$4000.00	
Merchants L & Trust Co, Chgo. "	2/14/01	3%	3500.	
Do	2/14/01	3%	5000.	
Illinois Trust & Sav. Bk. "	3/14/01	3%	5088.57	
Do	3/14/01	3%	1018.27	
Do	3/14/01	3%	1018.27	
Do	3/14/01	3%	1018.27	
First Nat. Bank Waterloo, Ia. "	11/30/00	4%	500.00	
Do	11/30/00	4%	500.00	\$21,643.38

UNSECURED NOTES

Mary E. & C. E. Waterman	7/9/99 interest paid	
	to 5/9/00	50.00

MORTGAGES

H. H. Ness,	160 acres	Wells Co, N.D.	3/15/00	7%	500.00	
N. Carlson	160 "	Do	11/15/00	7%	400.00	
F. Hoffman	320 "	Do	11/24/00	7%	900.00	
J. J. Plonim	160 "	Benson Co. N.D.	6/1/00	6%	750.00	
J. P. Adrian	160 "	Wells Co "	3/15/00	6%	500.00	
J. Knudson	160 "	Benson Co. "	5/21/00	6%	475.00	
H. Kuhn	160 "	McLean "	3/15/00	6%	500.00	
E. Cooper	160 "	Wells "	5/1/00	6%	600.00	
L. B. Miller	160 "	Foster "	5/26/00	6%	800.00	
A. Skurdal	160 "	Benson "	5/10/00	6%	500.00	
Jacob Block	160 "	Wells "	3/15/00	6%	400.00	
J. E. Tate	160 "	Eddy "	3/1/00	6%	600.00	
N. E. Lund	160 "	Wells "	7/1/00	6%	500.00	
A. J. Starks	160 "	Eddy "	6/11/00	6%	800.00	
					8225.00	8,225.00

Stock certificate #16 in Youmans Bros & Hodgins	
300 shares \$50, par	15,000.00

Deductions made from Inventory on May 13th/01	47,336.98
---	-----------

Paid Lethe B. Morrison for note and interest	
she held against Mrs. Emeline F. Hodgins	130.20

Net Inventory	\$47,206.78
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Trial Balance
February 18, 1923.

Assets:

Real Estate	\$ 396.25
Savanna River Lumber Co.	6,000.00
Bills Receivable	65,500.00
Expense	10,137.80
Allowance	67,540.40
First National Bank, Winona,	1,045.62

Liabilities:

Inventory, March 29, 1901,	\$ 47,206.78
Life Insurance Policy	650.99
C. M. Youmans	150.00
Youmans Bros. & Hodgins, Stock	19,258.62
Interest	83,353.68
	\$150,620.07
	\$150,620.07

Explanations of Items in Trial Balance:

Real Estate:

May 17, 1913, bought South 10 feet of Lot 3, Block 5, Sanborn's Addition, to make homestead a full lot.

Savannah River Lumber Co. Stock:

June 21st, 1916, 60 shares preferred, 48 shares of common, taken in exchange for \$6,000. par value of Hilton-Dodge Lumber Co. bonds, on which default had been made and mortgage foreclosed. Present value questionable.

Bills Receivable:

Includes mortgages, notes, bonds and preferred stock as shown in inventory attached.

Expense:

Items charged since commencement of Guardianship, March 29, 1901.

Allowance:

Monthly and special allowances paid to Mrs. Hodgins, March 29, 1901, to Feb. 18, 1923.
First National Bank, Winona; Balance on Deposit Feb. 18, 1923.

Inventory:

Taken March 29, 1901--Items shown on Journal A. Pages 1-2 & 3.

Life Insurance Policy:

Cash value at maturity, settlement made Nov. 21, 1908.

C. M. Youmans:

Money advanced by him on January 9, 1923.

Trial Balance #2.

YUMANS BROS. & HODGINS - STOCK:

At time of commencement of Guardianship, this Company was liquidating and value of stock was problematical, so it was decided to inventory at par \$15,000.00. It ultimately paid out its par value and an excess of \$19,258.62.

Interest:

Difference between accrued interest on investments purchased and interest collected on said investments from March 29th, 1901 to February 18th, 1923.

NOTE: Bills receivable in ledger includes items on this statement as follows:-

Farm Mortgages	\$40,000.00	
Secured Notes	8,500.00	
Farm Land Bonds	7,000.00	
Joint Stock Farm Loan Bonds	1,000.00	
Liberty Bonds	2,000.00	
Industrial Bonds	4,000.00	
Preferred Stock	3,000.00	
		\$65,500.00

Farm Mortgages in which interest is in default:

Henry Wills	\$ 800.00	7%	Coupon due annually	12/1	S
Ida Kennedy	1,200.	6%	Do	10/1	S
Ferd Samson	1,500.	6%	Do	12/1	S
Sigurd Holm	1,500.	6%	Do	1/21	S
Thos. A. Tolrud	2,500.	6%	Do	4/20	S
Thos. A. Tolrud	2,500.	6%	Do	4/20	S
W. H. Walker	1,600.	6%	Do	11/1	S
H. Sherman	2,000.	6%	Do	12/1	S
S. A. Bloomster	1,800.	6%	Do	1/11	P
W. H. McIntosh	1,000.	7%	Do	11/1	S
E. W. Parsons	1,500.	6%	Do	2/9	S

S--One coupon delinquent.
P--Two coupons delinquent.

Farm Land Bonds in which coupons are in default and companies in the hands of receivers.

Fertile Valley Farm Land Co.	\$4,500.00	6% Semi-annual	S
Federal Land Co.	500.	6% "	P
	5,000.00		
S. Interest paid to and including	8/1/21		
P. Do	11/1/21		

IN THE MATTER OF THE ESTATE OF EMELINE F. HODGINS
Report of C. M. Youmans, Guardian
INVENTORY -- February 18 -- 1923.

ASSETS.

Real Estate - South 10 feet, Lot 5, Block 5, Sanborn's add.	\$ 396.25
Savannah River Lumber Co. Stock, 60 Preferred, 48 Common	6,000.00
First National Bank on Deposit	1,045.62

Bills Receivable:

Mortgages

Henry Will	Due	12/1 /23	7%		800.00
Ida Kennedy	"	10/1 /21	6%		1,200.00
Frank Grubb	"	8/7 /22	6%		2,500.00
Ferd Samson	"	12/1 /21	6%		1,500.00
E. W. Parsons	"	2/9 /22	6%		1,500.00
Sigrud Holm	"	1/1 /24	6%		1,500.00
Thos. A. Tolrud	"	4/20/22	6%		2,500.00
Thos. A. Tolrud	"	4/20/22	6%		2,500.00
W. H. Walker	"	11/1 /22	6%		1,600.00
R. C. Odell	"	12/1 /23	6%		1,400.00
Thos. Gardner	"	12/1 /23	6%		1,300.00
A. A. Richards	"	11/1 /27	6%		1,400.00
M. H. Maarstig	"	2/1 /23	6%		2,700.00
M. E. Finlayson	"	12/1 /23	6%		2,700.00
H. D. Mack	"	12/1 /23	6%		1,200.00
John T. Duffy	"	7/1 /23	6%		2,000.00
O. C. Marshall	"	12/1 /24	6%		1,500.00
E. Goodell	"	12/1 /22	6%		2,000.00
H. Sherman	"	12/1 /23	6%		2,000.00
S. A. Bloomster	"	1/11/25	6%		1,800.00
Edw. Miller	"	11/1 /25	6%		1,700.00
Emma Grund	"	9/10/25	7%		700.00
G. H. Maloy	"	12/1 /25	7%		1,000.00
W. H. McIntosh	"	11/1 /23	7%		1,000.00

Total Mortgages
\$40,000.00

Secured Notes

C. E. Blackman, due 6/26/21, 6% Interest paid to 6/26/22	5,000.00
C. M. Youmans Demand 6% " 10/1/22	3,500.00

Farm Land Bonds

1 Federal Land Co. Due	5/1 /27	6%		500.00
2 Kate Smith	"	12/15/26	6%	2,000.00
7 Fertile V.F.L.Co.	"	2/1 /22	6%	3,500.00
1 Ditto	"	2/1 /23	6%	1,000.00

Joint Stock & Farm Loan Bonds

2 Joint Stock & Farm Loan Bonds	11/1 /27	5%	Int. paid to 11/1/22	1,000.00
2 Liberty Bonds	"	11/15/42	4 1/2% " 11/15/22	2,000.00

Industrial Bonds

4 Union Lumber Co.	6/1 /25-6/1/26-	12/1/27 6%	Int. Paid to 12/1/22 6%	4,000.00
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Preferred Stock

30 Shares Martin & Martin No Maturity 7% Int Paid to 12/1/22	3,000.00
	72,941.87

Liabilities

C. M. Youmans, personal account	150.00
Net Assets as carried in Ledger	\$72,791.87

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That S. H. Somson and H. L. Buck of Winona, Minnesota, were appointed administrators C. T. A. of the estate of Emeline F. Hodgins, deceased, on the 2nd day of April, 1923, and duly qualified as such, That the said S. H. Somson is a member of the firm of Brown, Somson and Sawyer, which said firm of attorneys represented the guardian in all matters concerning the guardianship of Emeline F. Hodgins, incompetent. That the accounting of the guardianship of Emeline F. Hodgins, incompetent, and the probating of her estate as a deceased person were pending in this court at the same time. The matter of the guardianship of Emeline F. Hodgins, incompetent, was completed on the 10th day of September, 1923, and the administration of the estate of Emeline F. Hodgins as a deceased person terminated on the 5th day of November, 1923. That the firm of Brown, Somson & Sawyer also represented the administrators in the estate of Emeline F. Hodgins, deceased. That the petitioner was not represented by counsel in either the guardianship matter or in the administration of the estate of Emeline F. Hodgins, deceased.

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Your petitioner further shows to this court that the guardian in the above entitled matter did not file an inventory of the estate of his ward until the 9th day of May, 1923, twenty-two years after taking over the estate and during all of that time failed to make any accounting to this court and that all investments of guardianship funds if made were made by him without the approval of this court.

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Your petitioner alleges that the guardian herein was for a long time past and now is, a large stockholder and president

-8-

of the First Trust and Savings Bank of Winona, Minnesota, and as such was interested in said banking institution.

-9-

Your petitioner alleges that the said bank profited to a large extent by way of commissions and bonuses paid to the bank for the use of the money of this estate in the purchase of mortgages and securities in which profits said guardian shared, in so-doing he subverted the interests of his ward to his own interests, and that no account of this profit received by said guardian through his said bank was disclosed in the final accounting of the estate of Emeline F. Hodgins, incompetent, or in the statement furnished to this petitioner by the guardian.

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That after the appointment and qualification of H. L. Buck and S. H. Somsen, as administrators C. T. A., of the estate of said Emeline F. Hodgins, deceased, and prior to the final settlement in said matter or of said guardianship proceedings, said C. M. Youmans exhibited and handed to this petitioner a certain writing purporting to be and which said Youmans claimed to be a true, correct and complete statement of the assets of said incompetent in his hands at the time of her death, together with information regarding the status of the various securities therein mentioned, said list of securities being the same as that included in the final account rendered by said Youmans as Guardian of said incompetent.

And your petitioner further and specifically alleges that in said statement and in the claims and statements made orally by said Youmans to this petitioner at said time regarding the said securities, the said Youmans deliberately and for the express purpose of misleading this petitioner and to induce him to consent to the allowance of the said final account of himself as such guardian, withheld and concealed from this petitioner many vital and material facts showing that the value

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of said securities was less than the face values for the same, given in said statement, facts which, if known to this petitioner would have caused him to refuse to accept and consent to the final accounting of said guardian and to accept from the administrators of the estate of said Emeline F. Hodgins, deceased, the portion of said securities which it was then proposed to turn over to him as his share and which he did shortly thereafter accept, believing the claims of said Guardian to be true and without concealment of any material facts.

As material facts relating to the conditions and value of said securities withheld and concealed by said Youmans, Guardian, as above alleged, your petitioner further alleges that with the single exception of one mortgage, the property covered by said mortgages included in said list of securities subsequently accepted by this petitioner were each of them burdened with many years of delinquent taxes, which this affiant now discovers must be paid by him in order to prevent the entire loss of said security under the sale of said property for said delinquent taxes;

That the value of the respective pieces of real estate securing said various mortgages and other securities, was materially less than the amount secured thereby, together with unpaid and delinquent taxes against the same; That the various properties securing said mortgages were in each and every case encumbered by one or more mortgages subsequent to those included in said statement by said Youmans which said subsequent mortgages greatly reduced the probability and the possibility of the owners of the fee of said respective properties from paying off the encumbrance against the same including said guardianship mortgages:

Furthermore, that a considerable number of these subsequent mortgages were then under process of foreclosure and the lands securing the same had been abandoned by the owners of the same. That one of the said guardianship mortgages was at that time under process of foreclosure and that in said foreclosure

proceedings, which was being made by the First Trust and Savings Bank of Winona, of which said Youmans was and still is president, said bank had included not only the amount ~~due~~, alleged by said Youmans to be due on said mortgage, but in addition to the same, a considerable sum alleged by said bank to have been paid under an agreement with said guardian for taxes and for interest advanced and paid to said guardian by said bank, which the owners of the premises secured by said mortgage, had not paid. In reference to this specific mortgage, which is the Thos. A. Tolrud mortgage, No. 659, listed in the list of securities, your petitioner specifically alleges that the title to the same at said time did not rest in the name of said guardian and that said guardian has not had any title to the same of record or otherwise; that said title at said time rested in the name of said First Trust and Savings Bank of Winona, which said bank has refused and still refuses to turn over the same to this petitioner.

Your petitioner further shows to this court that said bank has foreclosed this mortgage and has included in the amount for which the same was bid in, certain considerable sums of money claimed by said bank to have been advanced by them, of which this petitioner was not advised by said Youmans or any other party until long after the final settlement of said guardianship matters; furthermore, that said bank in foreclosing said mortgage, inserted in the amount claimed by it to be due thereon, being the amount for which said premises were bid in at the foreclosure sale, a fictitious and untrue attorney's fee, being greatly in excess of the actual amount paid by said bank to the attorney making said foreclosure, which said inclusion of amounts claimed by said bank to have been advanced by it and of said fictitious attorney's fee so greatly increased the amount necessary for the owner of the fee to pay in redemption as to render it unwise and unprofitable for the owner of said fee to redeem said property from said foreclosure, whereas without the inclusion of said excess sums such redemption

might have been made and the actual amount due on said guardianship mortgages paid.

Further, that said guardian withheld and concealed from this petitioner the fact which this petitioner has since discovered, that several of said properties were clouded with oil leases against the same, detracting from the value of said securities so encumbered. Petitioner further alleges that in that certain mortgage listed as the O. C. Marshall mortgage in the list of securities, maturity date was given as December 1, 1924, where, as a matter of fact and truth, it became due December 1, 1921.

Further, that said guardian withheld and concealed from this petitioner that the mortgages were on new and untried land and that the climatic conditions were such as to promise no assurance that the land was fit for farming purposes, that the same were but partially broken and what improvements there were was of very little value, which said guardian knew to be the facts concerning said land.

Petitioner further alleges and so charges that the First Trust and Savings Bank of Winona, Minnesota, paid the interest on some of these mortgages as it became due, instead of the mortgagors. Petitioner specifically alleges and so charges, that title to all of the mortgages listed in said statement and those turned over to him as his portion of the estate of his mother, rested in the First Trust and Savings Bank of Winona, Minnesota, up to and including the day of the allowance of the final account of the guardian in the above entitled matter. That all of these facts were well known to the guardian and were deliberately concealed and withheld from this petitioner by the guardian so as to defraud this petitioner and to induce him to accept the securities as listed at their face value.

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That the attorneys for the guardian and attorneys for the administrators of the estate of Emeline F. Hodgins, deceased, one of the members of said firm of attorneys being one of the

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administrators of the estate of Emeline F. Hodgins, deceased, and his co-administrator, advised and counselled this petitioner and other parties interested in the estate of Emeline F. Hodgins, deceased, to accept the mortgages and other personal property at their face value, stating that it was only a matter of a year or so of interest unpaid, due to poor crops or failure of crops and that the interest would be paid at an early date. That the guardian demanded the sum of Fourteen Thousand Dollars (\$14,000.00) as his compensation for his services as guardian and stated that if the petitioner and others interested in the estate did not agree to take the hereinbefore described mortgages and securities it would mean a long time of litigation as to the sum due the guardian as compensation as the guardian would insist upon that amount being paid him and that if petitioner and other interested parties would agree to take the mortgages and other property from the guardian and allow him to file his proposed final account with this court, which was soon thereafter filed by the guardian as his final account in this court, the guardian would take as his compensation, Six Thousand Dollars (\$6,000.00) of Stock in the Savannah River Lumber Company and Fifteen Hundred Dollars (\$1500.00) owing to the estate as interest, making a total of Seven Thousand Five Hundred Dollars (\$7,500.00) as compensation in the guardianship matter.

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The petitioner believing and relying upon the statements issued to him by the guardian as being true and full in every respect as to the conditions of said mortgages and securities and to save himself and the estate the difference between Fourteen Thousand Dollars (\$14,000.00) and Seven Thousand Five Hundred Dollars (\$7,500.00), not knowing but what the guardian would be able to mulct the estate in such a large amount of money, this petitioner signed the stipulation purporting to be his consent that the court might enter its order approving the account of said guardian and allowing the same, which said stipulation is filed in this court,

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also signed a paper writing acknowledging the receipt by the petitioner of the following described mortgages and securities taken from the list hereinbefore described, in full settlement of his share of the estate from said guardian through the administrators of the estate of Emeline F. Hodgins, deceased, that there was turned over to him the following securities:

Stocks and Bonds

Martin & Martin	7%	\$ 1,000.00
Liberty Bonds	4 1/2%	1,000.00
Joint St. F. L. Bonds	5%	500.00
Kate Smith Bonds	6%	1,000.00
Fertile Valley L. Co.	6%	2,000.00
Federal Land Co.	6%	500.00

Secured Note

C. E. Blackman		5,000.00
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Mortgages

Henry Will	7%	800.00
E. W. Parsons	6 1/2%	1,500.00
T. A. Tolrud #659	6%	2,500.00
W. H. Walker	6%	1,600.00
S/ A. Bloomster	6%	1,800.00
J. T. Duffy	6%	2,000.00
W. H. McIntosh	7%	1,000.00
R. C. Odell	6%	1,400.00
M. E. Finlayson	6%	2,700.00
O. C. Marshall	7%	1,500.00
H. D. Mack	6%	1,200.00
E. Goodell	6%	2,000.00

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That petitioner signed the paper purporting to be his consent that the court might enter its order allowing and approving the account of said guardian and also a paper purporting to acknowledge receipt by petitioner of the items of property above listed as his share of his mother's estate in full settlement thereof, solely because of and under the influence of the statement and representations made and furnished by the guardian to be a true and full statement of all the facts and conditions of said property in lieu of the money due to him as his share of the estate of Emeline F. Hodgins, deceased, In so doing he believed and relied upon the statement and representations made to him by

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guardian to be a true and full statement of the property and believed and relied upon the same in making such purported settlement.

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That thereafter petitioner attempted to collect interest past due and as it became due on said mortgages and securities and at such time petitioner discovered and alleges that the facts were as follows: That the interest would not be paid, much less the principal of the mortgages, and that the taxes were delinquent for years; that the farms were abandoned by the mortgagors and in many instances tax certificates were sold to divers persons and he also discovered that the property securing the mortgages and bonds was not worth the encumbrance on the land; and petitioner further alleges that this was the condition of properties when turned over to him. That the guardian knew all of these conditions and deliberately concealed and withheld from the petitioner the conditions of the same and that all of said mortgages, bonds and personal property instead of being an asset to your petitioner, became a liability in that there was a constant outgo in payment of delinquent taxes and for the obtaining information as to the value of the securities of said mortgages. That the Seven Thousand Five Hundred Dollars (\$7,500.00) retained by guardian as compensation for his services as such was unconscionable and unjust and that the said whole settlement was simply made for the purposes of defrauding this petitioner of the property rightfully due him from his mother's estate. That this petitioner was not informed as to the standing of the securities of these mortgages and bonds and other personal property until a year or more had elapsed and that some of the deceit practiced upon him by the guardian did not come to his notice until a week or less ago. That upon having gained knowledge as to their standing, which was only obtained after laborious efforts and a long duration of time and having learned that the mortgages and securities were practically

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worthless, he promptly engaged counsel to institute proceedings for setting aside said settlement. That said settlement and the whole thereof was unjust, wrongful, fraudulent and void; that by reason of it petitioner has been defrauded out of more than seventy-five per cent of his estate. That said Youmans, the guardian herein, wilfully took advantage of petitioner's lack of knowledge with reference to the mortgages and securities offered him in settlement, and that the whole settlement is inequitable and unconscionable.

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Petitioner alleges that the administrators in the estate of Emeline F. Hodgins, deceased, are prejudicial to the interests of the petitioner herein, that a final decree of distribution has been made and entered in this court and the estate distributed in accordance therewith and that there are no debts against the estate of the deceased.

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Petitioner further alleges that Lethe B. Morrison is a co-heir and that S. H. Somsen and H. L. Buck are the administrators of the estate of Emeline F. Hodgins, deceased, and that to fully determine this matter it is essential and necessary that they be made parties in this matter and petitioner prays this court to have said Lethe B. Morrison, S. H. Somsen and H. L. Buck made parties in this matter.

Wherefore, Your petitioner prays the order of this court setting aside and cancelling the agreement or stipulation as to the allowance of the account of said guardian, and setting aside the order hereinbefore made, allowing said account, and the order hereinbefore made discharging said guardian and his bondsmen and ordering a re-statement of the account of said guardian, and a hearing thereon in this court, and for such other relief and further relief as to the court may seem proper in the premises; and to that end petitioner hereby tenders to said Youmans, the guardian herein, all the mortgages and bonds and other personal property which the petitioner received, as listed in the property list

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turned over by the guardian as the purported estate of Emeline F. Hodgins, deceased, and hereby repudiates said settlement as being wholly fraudulent and as being accomplished by said guardian for the sole purposes of defrauding this petitioner out of the larger portion of the said estate;

And said petitioner expressly refers to said stipulation, papers and all orders on file herein, and makes the same a part hereof.

Dated May 12, 1925.

Ferdinand A. Kranz
Attorney for Petitioner,
716 Metropolitan Life Bldg.,
Minneapolis, Minnesota.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Charles E. Blackman, being first duly sworn, says that he is the petitioner in the above entitled matter and that the said petition is true of his own knowledge.

C. E. Blackman

Subscribed and sworn to before
me this 12th day of May, 1925.

Ferdinand A. Kranz
Notary Public, Hennepin County, Minn.
My Commission expires Nov. 13, 1925.

In Probate Court Minnesota County Minnesota
In the matter of the Guardianship of
Eveline F. Hodgins Incompetent
To W. M. Gurneys Guardian

On request of said Guardian and
said Ward for an extra allowance of
\$50 for the month of December on account
of Christmas demands the said Guardian
is authorized and directed to pay to his
said Ward Fifty Dollars as special extra
allowance for the month of December 1903
Dated Dec 14th 1903

Charles
Judge of Probate
Minnesota Co Minn.

32 36

In Probate Court
Mirrona L. Levin

In Matter of the Guardianship
of
Emilie F. Hodgins
Sundowned

Order for Extra Allowances
for
Dec 1903

Filed Dec 14/1903
D. H. H. H.
Judge of Probate

In Probate Court Winona County Minnesota
In the Matter of the Guardianship of
Emeline F. Hodgins Incompetent

It appearing to the Court from the representations
of the above named Ward and her Guardian, G. J. Johnson
that the monthly allowance heretofore made to said Ward
while sufficient for the ordinary wants of said Ward -^{are}
insufficient to meet certain demands upon
her on account of sickness in her family
and the Court having considered the condition of
said Ward and of her estate and the objects
for which a Guardian has been appointed
in her estate and the Court having full
confidence in the judgment and integrity
of her said Guardian. Hereby orders that
the said Guardian be and he is hereby
hereby authorized and allowed to advance
to the said Ward an additional sum
for such special purposes and demands
not exceeding Five Hundred Dollars at
any one time. Whenever in his opinion
such advance is proper and right
and the demand therefor necessary.
Without further permission from this
Court.

Dated May 2nd 1904

H. J. Johnson
Judge of Probate

Memorandum
82 36

For the Master of the
Guardian of
Sunderland 11/10/1904
and 11/10/1904

Order for extra
allowances

Filed May 24/1904

H. B. Green
Sunderland

State of Minnesota,)
County of Winona.) ss.

In Probate Court.

Special Term, *March 29th* 1901

In the Matter of the ~~Estate of~~ ^{Guardianship of} *Emeline F. Hodgins* ~~Deceased~~

LETTERS of *Guardianship* being granted unto

E. S. Gaurmans of said County, of the
estate of said ~~deceased~~, and it appearing from the proofs this day heard and considered, that said
~~deceased~~ ^{deceased} goods, chattels, rights, credits and estate, within this County, and that it is necessary
that the same be duly appraised, and on application of *E. S. Gaurmans*
aforesaid, to have two or more disinterested persons appointed to appraise said estate:

IT IS ORDERED, That *E. S. Gaurmans* ⁺
and *Geo. S. Sloan* of said County, be
and they are hereby appointed such Appraisers.

AND IT IS FURTHER ORDERED, That such Appraisers, before entering upon their duties, be
sworn to the faithful execution of their trust, and that the appraisal by them made, of all the estate and
effects of the said ~~deceased~~ ^{deceased} be returned to the said *Guardian*
as aforesaid, to be by *him* returned to the Probate Court.

Dated at Winona, the *29th* day of *March* A. D. 1901

By the Court,

A. H. Hance

Judge of Probate.

No 3226

In Probate Court,
COUNTY OF WINONA.

In the Matter of the Estate of

Emeline A. Hodgins
~~Deceased~~
Executrix

**Order for Appointment of
Appraisers.**

Filed this *29th* day of *March*
A. D. 190*1*, and Recorded in Book
0 of Orders, on page *426*
H. H. H. H.
Judge of Probate.

State of Minnesota : SS
County of Winona :

Points and Authorities on
part of the Petitioner.

In the Matter of the
Guardianship of
Emeline F. Hodgins,
Incompetent.

In this matter the petitioner has filed his petition praying this court for an order setting aside and cancelling the agreement or stipulation entered into by this petitioner, administrators of the estate of Emeline F. Hodgins, deceased and the guardian of the estate of Emeline F. Hodgins, incompetent, and setting aside the order hereinbefore made, allowing said account and ordering of a restatement of the account of the guardian and a hearing thereon in this court and for such other relief and relief as to the court may seem proper in the premises upon the grounds of fraud and fraudulent practices of the guardian herein upon the petitioner.

In this matter the guardian of the incompetent's estate was and is now the president, director and a large stockholder of the First Trust and Savings Bank of Winona Minn. and as such was very much interested in the same, in fact the guardian in this matter was so closely connected with the said Bank that the acts of the bank were the acts of guardian in dealing with this estate and should be *held* to be the bank in his dealing with the estate of the incompetent.

74 Minn. 208; 75 Minn. 43; 79 Minn. 326; 85 Minn. 1, 94 Minn. ~~227~~ 433
176 *2nd*, 643.

The above decisions is the law with reference to the dealings of of a trustee with the funds of the cestui que trust in general and from this rule it will readily appear to the court that a trustee cannot purchase for the estate or sell the estate of which he is trustee to any one where he has an interest. In *Weld v Paxton*, 36 Minn. 532 it was stated that the doctrine does not depend upon the existence of intentional fraud but is an inflexible rule founded upon the fact that the two employments are incompatible. In the case at hand it is plain that the guardian in the matter was purchasing mortgages and bonds from his own representative, namely the First Trust and Savings Bank, if not really from himself, and selling to himself as guardian.

Where concealment of a material fact accompanied by some representation or disclosure so that both together amounts to a representation that what is disclosed is the whole truth, and thus a false impression is made upon the mind of the other party. In the matter at hand the guardian furnished a statement wherein was listed all the mortgage and bonds and other evidences of property and in that statement he disclosed some of the defects of the securities but omitted to mention certain others as alleged in petitioner petition. 20 Cyc, page 15&16.

Concealment of material facts in a compromise and settlement may constitute grounds for relief, especially where the parties are not on equal terms, or if the concealment is of facts which the adverse party has a right to a disclosure. In this matter the petitioner had a right to have a full full and complete disclosure on the part of the guardian. *of all the adverse facts.* 12 C.J. 349

In the matter of the assignments of the mortgages from the bank to the guardian. From the evidence adduced on the hearing of this matter, it came out that the mortgages assigned by the bank to the guardian and from the guardian to the bank were never recorded. This constitutes a fraud upon the petitioner and which dealings with bank was not disclosed by the guardian to the petitioner. All assignments must be recorded, so that in a foreclosure proceedings they can be mentioned as they must be to make the foreclosure legal.

Section 9603, General Statutes of Minnesota, 1923
7375 Minn. 15, 112 Minn. 433, 109 N.W. 319 (N.D. Case).

An assignment of a mortgage is governed by the law where it is made

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship
of Emeline F. Hodgins, Incompetent.)

Order Confirming Sale of Personal
Property.

The above entitled matter came before the Court for consideration on the 7th day of July 1917, upon the report of the representative of the above named Ward, representing and showing to the Court that he had heretofore sold to _____ of _____ Five of the Grandin Lumber Company First 6 Bonds of the par value of \$1000.00 each, and for which he received par and interest. That said bonds were numbered 1732-1733-1734-1735-1736, dated December 1st, 1911 and due December 1st, 1924.

It is ordered, that said sale be and the same hereby is in all things confirmed; and that said representative of said ward, Emeline F. Hodgins, be and he hereby is authorized and directed to transfer and deliver to said purchaser ~~the~~ said bonds above described, upon compliance by the said purchaser with the terms of said sale.

Dated Winona, Minn. July 7th, 1917.

Robert E. Logby
Judge of Probate

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship of Emeline F. Hods-
ins, Incompetent Ward.

Order confirming Sale of
Personal Property.

Filed the 7th day of July
1917.

Robert G. Glick
Judge of Probate.

The above entitled matter came before the Court for consideration on the 7th day of July 1917, upon the report of the representative of the above named ward, representing and showing to the Court that he had heretofore sold to _____ of _____ five of the Grandin Lumber Company First & Bonds of the par value of \$1000.00 each, and for which he received par and interest. That said bonds were numbered 1738-1739-1740-1741-1742, dated December 1st, 1911 and due December 1st, 1924.

It is ordered, that said sale be and the same hereby is in full compliance with the terms of said sale.

And he hereby is authorized and directed to transfer and deliver to said purchaser said bonds above described, upon compliance by the said purchaser with the terms of said sale.

Robert G. Glick
Judge of Probate

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Twenty-five Hundred DOLLARS, to it in hand paid by _____ part _____ of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part _____ of the second part, _____ heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 20th day of April A. D. 1916, made by _____

Thomas A. Tolrud and Clara Tolrud, husband and wife,
to
The Bankers Farm Mortgage Company, a corporation, and by them
assigned to this corporation, covering and conveying the S¹
of Sec. 3 in Twp. 5 N., of Rge. 22 E. M. M.

and recorded in the office of the Register of Deeds in and for the County of Musselshell and State of Montana in Book 39 of Mortgages, on page 112 on the 25th day of April A. D. 1916, at 2:04 o'clock P. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part _____ of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at _____ own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part _____ of the second part, that there is owing on the said Note and Mortgage, the sum of Twenty-five Hundred DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 10th day of May A. D. 1916.

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By _____
Its Secretary

Signed, Sealed and Delivered in Presence of

M. J. [Signature]
[Signature]

State of Minnesota,
County of Winona } SS.

On this 10th day of May 1916 before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of Directors and said

C. L. Bishop, Secretary,

acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public, Winona County, Minn.
My Commission Expires September 18, 1920.

280. *Sealed*
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

Loan No. 659

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the day of

A. D. 191 at o'clock M.

and was duly recorded in Book

of

on page

Register of Deeds.

By Deputy.

Farmers' Loan & Trust Company

FARM MORTGAGE LOANS

Winona, Minn.

JOHN S. CRAGG CO., PRINTERS, WINONA, MINN. 1915

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Two Thousand (\$2,000.) DOLLARS, to it in hand paid by C. M. Youmans as guardian of Emeline F. Hodgins part Y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part Y of the second part, her heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the third day of December A. D. 1917, made by

Ernest Goodell and Kathryn E. Goodell, his wife,
to—

Capital Trust & Savings Bank, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, said mortgage covering and conveying the W $\frac{1}{2}$ Sec. 26, Twp. 24 N., of Rge. 1, East of Montana Principal Meridian

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Chouteau and State of Montana in Book 24 of Mortgages, on page 207 on the 17th day of December A. D. 1917, at 11:30 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part Y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at her own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part Y of the second part, that there is owing on the said Note and Mortgage, the sum of Two Thousand (\$2,000.) DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 15th day of January A. D. 1919.

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By [Signature]
Its Secretary

Signed, Sealed and Delivered in Presence of

Hazel O. Reene
Helen B. Curtis

COUNTY OF MINNAPOTA
STATE OF MINNAPOTA

Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

70

C. H. Youmans as Guardian
of Emeline F. Hodgins

Loan No. 2017

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the . . . day of . . .

A. D. 191 o'clock M.

and was duly recorded in Book.

of . . .

Register of Deeds.

By Deputy

Farmers' Loan & Trust Company

Farm Mortgage Loans

Winona, Minnesota

THE LECENT PRESS, WINDSOR, MIDDLESEX

State of Minnesota,
County of Winona } SS.

SS.

On this — 15th — day of — January —

Notary Public, within and for said County, personally appeared

to me personally known, who, being by me duly sworn did say that he is the

Secretary of Farmers' Loan & Trust Company of Winona, the corporation

named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation.

poration by authority of its Board of directors, and said

C. L. Bishop, Secretary

acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Winona County, Minn.
My Commission Expires Aug. 27, 1925

My Commission Expires Aug. 27, 1925

My Commission Expires Aug. 27, 1925

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: ~~The FARMERS' LOAN & TRUST COMPANY OF MINNAPOLIS~~ First Trust and Savings Bank, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Eighteen Hundred (\$1,800.) DOLLARS, to it in hand paid by C. M. Youmans as guardian of Emeline F. Hodgins part Y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part Y of the second part, her heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 11th day of January A. D. 1919, made by Sam A. Blomster, a single man.

to
The Bankers Farm Mortgage Company, a corporation, and by said corporation assigned to First Trust and Savings Bank, said mortgage covering and conveying SW¹ of Sec. 8, in Twp. 135, Rge. 100

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Slope and State of North Dakota, in Book 12 of Mortgages, on page 162 on the 11th day of January A. D. 1919, at 2:50 o'clock P. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part Y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at her own cost, as fully as it might or could do. And the ~~FARMERS' LOAN & TRUST COMPANY OF MINNAPOLIS~~ First Trust and Savings Bank, further covenants with the said part Y of the second part, that there is owing on the said Note and Mortgage, the sum of Eighteen Hundred (\$1,800.) DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 24th day of January A. D. 1919.

~~FARMERS' LOAN & TRUST COMPANY OF MINNAPOLIS~~
First Trust and Savings Bank

By [Signature]
Its Secretary

Signed, Sealed and Delivered in Presence of

Helen B. Curtis

Hazel C. Reeve

State of Minnesota,
County of Winona

SS.

On this 24th day of January 1919, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of First Trust and Savings Bank
of Farmers Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary

acknowledged said instrument to be the free act and deed of said corporation.

Walter B. Curtis

Notary Public, Winona County, Minn.
My Commission Expires Aug. 27, 1925

317 Blomster
Assignment of Mortgage

First Trust & Savings Bank

COMPANY OF MINN.

TO

C. M. Youmans as guardian
of Emeline F. Hodgins

Loan No. 2024

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the day of

A. D. 1919, at o'clock M.,

and was duly recorded in Book

of

on page

Register of Deeds.

By Deputy.

First Trust & Savings Bank

Farmers Loan & Trust Company

Farm Mortgage Loans
Winona, Minnesota

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Fourteen Hundred DOLLARS, to it in hand paid by C. M. Youmans, Guardian of Emeline F. Hodgins party of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said party of the second part, his heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 15th day of December A. D. 1917, made by

Raymond C. Odell and Mildred Odell, his wife,

to

First State Bank of Wolf Point, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, said mortgage covering and conveying the S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 24 in Twp. 25 N., of Rge. 46 E. M. M.

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Richland and State of Montana in Book B-26 of Mortgages, on page 411 on the 27th day of December A. D. 1917, at 10:36 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the party of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at his own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said party of the second part, that there is owing on the said Note and Mortgage, the sum of Fourteen Hundred DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 14th day of January A. D. 1918—
FARMERS' LOAN & TRUST COMPANY OF WINONA.

By C. F. Bishop
Its Secretary

Signed, Sealed and Delivered in Presence of

M. A. Reine
G. J. Ireland

C. F. Bishop
1918

State of Minnesota,
County of Winona

SS.

On this 14th day of January 1928, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary,

acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public, Winona County, Minn.
My Commission Expires Sept. 15, 1924

187. Adell
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

[Signature]
C. M. Youmans

Guardian of

Emeline F. Hodgins

Loan No. 11483

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-

ment was filed in this office for record on

the _____ day of _____

A. D. 1928 at _____ o'clock _____ M.

and was duly recorded in Book _____

of _____

on page _____

Register of Deeds.

By _____ Deputy.

Farmers' Loan & Trust Company

Farm Mortgage Loans

Winona, Minnesota

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Fifteen Hundred (\$1,500.) DOLLARS, to it in hand paid by G. M. Youmans as guardian of Emeline F. Hodgins part Y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part Y of the second part, her heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 12th day of December A. D. 1916, made by

Omar C. Marshall, a single man to Capital Trust & Savings Bank, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, of Reg. 5 B. M. P. M.

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Chouteau and State of Montana in Book 14 of Mortgages, on page 186 on the 14th day of December A. D. 1916, at 9 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part Y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at her own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part Y of the second part, that there is owing on the said Note and Mortgage, the sum of Fifteen Hundred (\$1,500.) DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 19th day of December A. D. 1916.
FARMERS' LOAN & TRUST COMPANY OF WINONA.

By E. J. Bishop
Its Secretary

Signed, Sealed and Delivered in Presence of

Helen B. Givrie
H. J. Leiland

State of Minnesota,
County of Winona

SS.

On this 19th day of December 1918, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary

acknowledged said instrument to be the free act and deed of said corporation.

Helen B. Curtis

Notary Public, Winona County, Minn.
My Commission Expires Aug. 27, 1925

309. Marshall
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

C. M. Thompson as Guardian
of the Estate of F. Hodgins

Loan No. 1852

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-

ment was filed in this office for record on

the day of

A. D. 1918, at o'clock M.,

and was duly recorded in Book

of

on page

Register of Deeds.

By Deputy

Farmers' Loan & Trust Company

Farm Mortgage Loans

Winona, Minnesota

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Sixteen Hundred DOLLARS, to it in hand paid by C. M. Youmans Guardian of Emeline F. Hodgins part Y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part Y of the second part, his heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 29th day of September A. D. 1917, made by

Walter H. Walker and Catherine A. Walker, his wife,

to

First National Bank of Malta, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, said mortgage covering and conveying the SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 12 in Twp. 33 N., of Rge. 24 E. M. M.

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Blaine and State of Montana in Book 13 of Mortgages, on page 89 on the 8th day of October A. D. 1917, at 9:00 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part Y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at his own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part Y of the second part, that there is owing on the said Note and Mortgage, the sum of Sixteen Hundred DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 29th day of December A. D. 1917

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By [Signature]
Its Secretary

Signed, Sealed and Delivered in Presence of

[Signature]

[Signature]

[Signature]

[Signature]

State of Minnesota,
County of Winona

SS.

On this 29th day of December 1917, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the

Secretary

of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary.

acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public, Winona County, Minn.
My Commission Expires Sept. 15, 1924

786 Walker
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

C. M. Youmans

Guardian of

Emeline F. Hodgins

Loan No. 1465

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on

the day of

A. D. 1917, at o'clock M.,

and was duly recorded in Book

of

on page

Register of Deeds.

Deputy.

By

Farmers' Loan & Trust Company

Farm Mortgage Loans

Winona, Minnesota

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Twelve Hundred (\$1,200.) DOLLARS, to it in hand paid by C. M. Youmans as guardian for Emeline F. Hodgins part Y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part Y of the second part, her heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 22nd day of May A. D. 1918, made by

Herbert D. Mack and Mary I. Mack, his wife

—to—

Capital Trust & Savings Bank, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, said mortgage covering and conveying NW $\frac{1}{4}$ of Sec. 11, in Twp. 24 N., 6f Rge. 2, E. N. P. M.

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Chouteau and State of Montana in Book 28 of Mortgages, on page 581 on the 1st day of January A. D. 1918, at 9 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part Y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at her own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part Y of the second part, that there is owing on the said Note and Mortgage, the sum of Twelve Hundred (\$1,200.) DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 23rd day of December A. D. 1918.

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By E. L. Bishop
Its Secretary

Signed, Sealed and Delivered in Presence of

Helen B. Curtis

Hazel O. Reeve

State of Minnesota,
County of Winona

SS.

On this 23rd day of December 1918, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary

acknowledged said instrument to be the free act and deed of said corporation.

Helen B. Curtis

Notary Public, Winona County, Minn.
My Commission Expires Aug. 27, 1920

278 Mack
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

C. M. Youmans as guardian
for Emeline F. Hodgins

Loan No. 1874

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the day of
A. D. 1918, at o'clock M.,
and was duly recorded in Book
of
on page

Register of Deeds.

Deputy.

Farmers' Loan & Trust Company
Farm Mortgage Loans
Winona, Minnesota

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Eight Hundred DOLLARS, to it in hand paid by C. M. Youmans as Guardian for Emeline F. Hodgins, part y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part y of the second part, his heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 1st day of December A. D. 1915, made by

Henry J. Will, a single man,

to

Davidson-Hegge Mortgage Company, a corporation, and

by them assigned to this corporation, covering and

conveying the SW¹ of Sec. 23 in Twp. 38 N., of Rge.

12 E.M.M.

and recorded in the office of the Register of Deeds in and for the County of Chouteau and State of Montana in Book 2 of Mortgages, on page 116 on the 9th day of December A. D. 1915, at 9:00 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the party y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at his own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part y of the second part, that there is owing on the said Note and Mortgage, the sum of Eight Hundred DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 23rd day of December A. D. 1915.

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By

C. L. Bishop

Its Secretary

Signed, Sealed and Delivered in Presence of

W. H. Reeve

State of Minnesota,
County of Winona } SS.

On this 23rd day of December 1915, before me, a
Notary Public, within and for said County, personally appeared
C. L. Bishop
to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of Directors and said
C. L. Bishop, Secretary
acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

Received to

Loan No. 516

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the 23rd day of

A. D. 1915, at 5 o'clock M.

and was duly recorded in Book

of

on page

Register of Deeds.

By Deputy

Farmers' Loan & Trust Company

FARM MORTGAGE LOANS

Winona, Minn.

JAMES S. MOORE CO., PRINTERS, WINONA, MINN. 56079

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Two Thousand (\$2,000.) DOLLARS, to it in hand paid by C. H. Youmans as guardian of Emeline F. Hodgins part y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part y of the second part, her heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 2nd day of August A. D. 1917, made by John T. Duffy and Margaret Duffy, his wife

to
Capital Trust & Savings Bank, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, said mortgage covering and conveying Sec. 25, Twp. 34 N., Rge 17, E. M. P. M.

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Blaine and State of Montana in Book 12 of Mortgages, on page 109 on the 8th day of August A. D. 1917, at 10:35 o'clock A. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at her own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part y of the second part, that there is owing on the said Note and Mortgage, the sum of Two Thousand (\$2,000.) DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 16th day of January A. D. 19 19
FARMERS' LOAN & TRUST COMPANY OF WINONA.

By [Signature]
Its Secretary

Signed, Sealed and Delivered in Presence of

Hazel O. Reeve
Helen B. Curtis

State of Minnesota,
County of Winona

SS.

On this 16th day of January, 1919, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary

acknowledged said instrument to be the free act and deed of said corporation.

Helen B. Curtis

Notary Public, Winona County, Minn.
My Commission Expires Aug. 27, 1925

308. Bluffy
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

W. Youmans as guardian
of Emeline F. Hodgins

Loan No. 2019

OFFICE OF REGISTER OF DEEDS.

State of
County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the day of

A. D. 1919, at o'clock M.,
and was duly recorded in Book

of
on page

Register of Deeds.

By Deputy.

Farmers' Loan & Trust Company

Farm Mortgage Loans

Winona, Minnesota

THE LEAD PUBLISHING COMPANY, MINNEAPOLIS

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to it in hand paid by C. M. Youmans as Guardian of Emeline F. Hodgins part Y of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said part Y of the second part, his successors, heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 9th day of February A. D. 1917, made by

Edward W. Parsons and Lena Parsons, his wife,

to

Citizens State Bank of Culbertson, a corporation, and

by them assigned to Farmers' Loan & Trust Company of

Winona, said mortgage covering and conveying the SE $\frac{1}{4}$ SE $\frac{1}{4}$

of Sec. 10; SW $\frac{1}{4}$ of Sec. 11 and the N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec.

14 all in Twp. 26 N. of Rge. 54 E. M. M.

and recorded in the office of the Register of Deeds in and for the County of Richland and State of Montana in Book B-18 of Mortgages, on page 326 on the 30th day of February A. D. 1917 at 4:30 o'clock P. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the part Y of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at his own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said part Y of the second part, that there is owing on the said Note and Mortgage, the sum of Fifteen Hundred DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 11th day of June A. D. 1917.

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By

[Signature]

Its Secretary

Signed, Sealed and Delivered in Presence of

[Signature]

[Signature]

C. F. Bishop

C. F. Bishop

1168

June

11

State of Minnesota,
County of Winona } SS.

On this 11th day of June 1917 before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
Secretary of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of Directors and said

C. L. Bishop, Secretary,

acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public, Winona County, Minn.
My Commission Expires September 12, 1920.

Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

C. V. Youmans as Guardian of

Emeline F. Hodgson

Loan No. 4093

OFFICE OF REGISTER OF DEEDS

State of _____
County of _____

I hereby certify that the within Instru-
ment was filed in this office for record on
the _____ day of _____
A. D. 1917 at _____ o'clock _____ M.,
and was duly recorded in Book _____
of _____
on page _____

Register of Deeds.

By _____ Deputy

Farmers' Loan & Trust Company

FARM MORTGAGE LOANS
Winona, Minn.

JAMES S. CRIGGS CO., PRINTERS, WINONA, MINN. 5607

ASSIGNMENT OF MORTGAGE—By Corporation

KNOW ALL MEN BY THESE PRESENTS: That FARMERS' LOAN & TRUST COMPANY OF WINONA, a corporation duly organized and existing under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Twenty-seven Hundred (\$2,700.) DOLLARS, to it in hand paid by C. H. Youmans as guardian for Emeline F. Hodgins party of the second part, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said party of the second part, her heirs, executors, administrators and assigns, without recourse, a certain Mortgage, bearing date the 19th day of March A. D. 1918, made by

Mary E. Finlayson, formerly Mary E. Wilson, and A. Finlayson,
— husband and wife —

— to —

— Capital Trust & Savings Bank, a corporation, and by said corporation assigned to Farmers' Loan & Trust Company of Winona, said mortgage covering and conveying SW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 22; NW $\frac{1}{4}$ of Sec. 27; NW $\frac{1}{4}$ of Sec. 28, in Twp. 28 N., of Rge. 3

W. M. P.M.

and recorded in the office of the Register of Deeds or Clerk and Recorder in and for the County of Teton and State of Montana in Book 4-P of Mortgages, on page 49 on the 5th day of April A. D. 1918, at 3:15 o'clock P. M., with all and singular the premises therein mentioned and described, and the Note or obligation therein also mentioned, and all moneys secured thereby; and it hereby appoints the party of the second part its Attorney irrevocable, to collect, prosecute and discharge said Mortgage at her own cost, as fully as it might or could do. And the FARMERS' LOAN & TRUST COMPANY OF WINONA, further covenants with the said party of the second part, that there is owing on the said Note and Mortgage, the sum of Twenty-seven Hundred (\$2,700.) DOLLARS, and accrued interest, and that it has good right and lawful authority to sell and assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its Secretary and its corporate seal to be hereunto affixed this 20th day of December A. D. 1918.

FARMERS' LOAN & TRUST COMPANY OF WINONA.

By G. P. Bishop

Its—Secretary—

Signed, Sealed and Delivered in Presence of

Helena B. Curtis
G. J. Leland

Notary Public
State of Minnesota

State of Minnesota,
County of Winona

SS.

On this — 20th — day of — December — 1918, before me, a
Notary Public, within and for said County, personally appeared

C. L. Bishop

to me personally known, who, being by me duly sworn did say that he is the
— Secretary — of Farmers' Loan & Trust Company of Winona, the corporation
named in the foregoing instrument, and that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its Board of directors, and said

C. L. Bishop, Secretary

acknowledged said instrument to be the free act and deed of said corporation.

Helen B. Curtis

Notary Public, Winona County, Minn.
My Commission Expires Aug. 27, 1923

297. Enlarged
Assignment of Mortgage

FARMERS' LOAN & TRUST
COMPANY OF WINONA

TO

C. M. Youmans as guardian
for Emeline F. Hodgins

Loan No. 1862

OFFICE OF REGISTER OF DEEDS.

State of

County of

I hereby certify that the within Instru-
ment was filed in this office for record on

the . . . day of . . .

A. D. 191 . . . at . . . o'clock . . . M.,

and was duly recorded in Book . . .

of . . .

on page . . .

Register of Deeds.

By . . . Deputy.

Farmers' Loan & Trust Company
Farm Mortgage Loans

Winona, Minnesota

THE UNITED STATES, MINNAPOLIS, MINNESOTA

State of Minnesota,

IN PROBATE COURT

County of Winona,

In the Matter of the Guardianship of Emeline F. Hodgins

Ward

The guardian of the above named ward, viz: C. M. Youmans

having made and filed in this court his final account, together with his petition representing that said guardianship has terminated and praying that said account be examined, adjusted and allowed by this court, and that said guardian be discharged;

It is Ordered, That said petition be heard and said account examined and adjusted by this court, at the Probate Court Room, in the Court House, in the City of Winona County of Winona State of Minnesota, on the 4th day of June 1923 at 10 o'clock A. M.; and that this order be served by the publication thereof in The Winona Republican-Herald according to law.

Dated May 11th 1923
Brown, Somsen & Sawyer, Attys.

NOTE (1) If ward be within the State, add "upon said ward personally at least fourteen days before said day of hearing."
If ward is not in the State or is dead, add "by the publication thereof in _____ according to law."

Robert E. Looby
Probate Judge.

3236

State of Minnesota,

County of Winona,

PROBATE COURT

IN THE MATTER OF THE GUARDIANSHIP OF
Emeline F. Hodgins,

Incompetent

Order of Hearing on Final
Account of Guardian

Filed this 11th

day of May A. D. 19 23

and recorded in Book _____ of orders
page _____

H. Maybury
Judge, Clerk of Probate Court.

MILLER-DAVIS COMPANY, MINNEAPOLIS

State of Minnesota,
ss
County of Winona.

In Probate Court.

In the Matter of the Guardianship
of Emmeline F. Hodgins,
Incompetent.

The above entitled matter came on to be heard on the 10th
day of September, 1923, upon the petition of the representative of the
above named estate praying for the allowance of his final account, having
been regularly adjourned from June 4, 1923.

The said representative appeared in person and by his attorneys,
Brown, Somsen & Sawyer.

The Court, after due consideration of said petition, the evidence
adduced in support thereof, and the files and records in said matter, finds
the following facts:

First. That due notice of the said hearing of said petition has
been given as required by law by the publication of the citation of this
Court for said hearing, dated the 11th day of May, 1923, in the Winona
Republican Herald.

Second. That the said final account set forth in said petition
has been examined, adjusted and settled by the Court, and as so adjusted
and settled, is hereby found to be correct; a summary statement of which
account is as follows, to-wit:

Receipts

Inventory of property received by Guardian April 1, 1901. Schedule attached	\$ 47,336.98
Life Insurance Policy	650.99
Increase Youmans Bros. & Hodgins stock	19,258.62
Interest on investments	83,353.68
	<u>\$150,600.27</u>

Disbursements

Real estate purchased	396.25
Garage erected	250.
Attorneys' fees	219.40
Fuel	2,814.82
Repairs	1,723.40
Fire Insurance	358.25
Taxes	3,642.69
Postage and stationery	7.84
Miscellaneous	2.50
Allowance to widow	67,540.40
Paid Life Insurance	850.15
Winona County History	62.50
Paid note - Mrs. Morrison	130.20
Paid church subscriptions	206.25
On hand Feb. 18, 1923 - Schedule attached	72,395.62
	<u>\$150,800.27</u>

Third. As a conclusion from the foregoing facts, IT IS HEREBY ORDERED, that said account, as adjusted by the court, be, and the same hereby is, settled and allowed as and for the final account of said representative of said estate,

And pursuant to a written stipulation made between said representative and the administrators of the estate of said Emmeline F. Hodgins, now deceased, and all of the legatees and devisees under the will of said decedent, it is further ordered, adjudged and decreed:

That the compensation of said representative be and is fixed at seventy five hundred dollars, and that in payment thereof he shall take and receive sixty shares of preferred stock of Savannah River Lumber Company of the par value of \$6000 and fortyeight shares of common stock of said company of the par value of \$48 and be relieved and discharged from a claim for interest in the sum of \$1500 asserted against him by said administrators and said legatees and devisees.

That said representative pay over and deliver to H. L. Buck and S. H. Somsen, as administrators of the estate of said decedent, all of the remaining property and assets of said guardianship estate in his hands as shown by his said account, and that such administrators be and are authorized to receive and accept the same at their face value.

That upon compliance with this order, said guardian be discharged and the sureties on his bond be released.

Dated September 10th, 1923.

By the Court

Robert E. Looby
Probate Judge

SCHEDULE B.

Schedule of Personal Property
on hand February 18, 1923.

CASH ON HAND

\$895 62

SAVANNAH RIVER LUMBER CO STOCK * PAR

6000

BILLS RECEIVABLE

Mortgages

Henry Will	Due 12/ 1/23	7%	\$ 800.00
Ida Kennedy	" 10/ 1/21	6%	1200.00
Frank Grubb	" 8/ 7/22	6%	2500.00
Ferd Samson	" 12/ 1/21	6%	1500.00
E. W. Parsons	" 2/ 9/22	6%	1500.00
Sigrid Holm	" 1/ 1/24	6%	1500.00
Thos. A. Talrud	" 4/20/22	6%	2500.00
Thos. A. Talrud	" 4/20/22	6%	2500.00
W. H. Walker	" 11/ 1/22	6%	1600.00
R. C. Odell	" 12/ 1/23	6%	1400.00
Thos. Gardner	" 12/ 1/23	6%	1300.00
A. A. Richards	" 11/ 1/27	6%	1400.00
M. H. Maarstig	" 2/ 1/23	6%	2700.00
M. E. Finlayson	" 12/ 1/23	6%	2700.00
H. D. Mack	" 12/ 1/23	6%	1200.00
John T. Duffy	" 7/ 1/23	6%	2000.00
O. C. Marshall	" 12/ 1/24	6%	1500.00
E. Godell	" 12/ 1/22	6%	2000.00
H. Sherman	" 12/ 1/23	6%	2000.00
S. A. Bloomster	" 1/11/25	6%	1800.00
Edw. Miller	" 11/ 1/25	6%	1700.00
Emma Grund	" 9/10/25	7%	700.00
G. H. Maloy	" 12/ 1/25	7%	1000.00
W. H. McIntosh	" 11/ 1/23	7%	1000.00

Total Mortgages
\$40,000.00

Secured Notes

C. E. Blackman	" 6/26/21	6%	Interest paid to 6/26/22	5000.00
C. M. Youmans	Demand	6%	" " " 10. 1/22	3500.00

Farm Land Bonds

1 Federal Land Co	Due 5/ 1/27	6%	500.00
2 Kate Smith	" 12/15/26	6%	2000.00
7 Fertile V.F.L.Co.	" 2/ 1/22	6%	3500.00
1 Ditto	" 2/ 1/23	6%	1000.00

2 Joint Stock & Farm Loan Bonds	" 11/ 1/27	5%	Int. Paid to 11/1/22	1000.00
2 Liberty Bonds	" 11/18/42	4 1/2%	" " " 11/15/22	2000.00

Industrial Bonds

4 Union Lumber Co.	" 6/1/25--6/1/26--12/1/27	6% Int Paid to 12/1/22 6%	4000.00
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Preferred Stock

30 Shares Martin & Martin No Maturity	7% Int Paid to 12/1/22	3000.00
		<u>\$72395.62</u>

3236

State of Minnesota
County of *Winona*
Probate Court.

*Guardianship of
Emeline F. Hodgins,
Incompetent.*

*Order allowing
final account.*

Due Service by copy of the within
is hereby admitted at

19

Attorneys for

Filed Sept 10th 1923

ROBERT E. LOOBY
JUDGE OF PROBATE
WINONA COUNTY MINN.

Brown, Somsen & Sawyer
Winona, Minn.

Attorneys for

24420

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship of
Emmeline F. Hodgins, Incompetent.

There having been a controversy between C. M. Youmans, former guardian of the estate of Emmeline F. Hodgins, Incompetent, and Charles E. Blackman and Lethe B. Morrison, legatees and devisees under the will of said Emmeline F. Hodgins, deceased, with reference to the character and value of the investments made by said guardian of the funds of the guardianship estate, and concerning also the final accounting of said guardian and his compensation for services, and as to a claimed indebtedness of said guardian to said estate for interest, and

Said parties having compromised and settled said controversy and all matters of difference between them with reference to the administration of said guardianship estate and the accounting therefor,

It is now agreed by and between said parties and H. L. Buck and S. H. Somsen as Administrators with the will annexed of the estate of Emmeline F. Hodgins, deceased, as follows:

1. That the proposed final account of said guardian on file in the Probate Court, of which a copy is hereto attached, marked Exhibit A and made a part hereof, is ratified, approved and confirmed, and may be approved and allowed by the Probate Court in due course of closing the said guardianship estate.

2. That said guardian shall be allowed seventy-five hundred dollars for his services as guardian, and hereby agrees to accept the same as full compensation therefor, and that in payment therefor he shall receive stock in Savannah River Lumber Company, owned by the guardianship estate, as follows: Sixty

shares of preferred stock of the par value of six thousand dollars, and forty-eight shares of common stock of the par value of forty-eight dollars, and shall be released and discharged from a claim for interest against him by said legatees and administrators in the sum of fifteen hundred dollars.

3. That said administrators are authorized and directed to take and receive at their face value the securities and assets now in possession of said guardian, listed in Schedule B hereto attached and made a part hereof, other than the Savannah River Lumber Company stock aforesaid, in full settlement and discharge of his obligations and indebtedness as guardian.

Dated September 1st, 1923.

Disbursements

Real estate purchased

Garage and land

Atorney fees

Pool

Repairs

Fire

Car

Misc.

Allow.

Income

Paid note - Mrs. Morrison

Paid church subscriptions

On hand Feb. 1st, 1923 - Schedule attached

H. B. Burt
S. H. Sauer
As Administrators.

Mrs. Lettie B. Morrison (Seal)

C. M. Youmans (Seal)

C. E. Blackman (Seal)

17,250.00
82,381.00
100,000.00
100.00
1.00
2.50
67,540.40
924.15
68.50
130.00
900.00
72,381.00
100,000.00

State of Minnesota,
County of Winona. ss.

I, C. M. YOUMANS, being duly sworn, depose that he is the person who made the foregoing account and that the same is true and correct.

Subscribed and sworn to before me this 1st day of September, 1923.

Amable B. Burt

(Notarial Seal)

C. M. Youmans

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship of
Emmeline F. Hodgins, Incompetent.

FINAL ACCOUNT OF GUARDIAN.

Receipts

Inventory of property received by Guardian April 1, 1901. Schedule attached	\$ 47,336.98
Life Insurance policy	650.99
Increase Youmans Bros. & Hodgins stock	19,258.62
Interest on investments	83,353.68
	<u>\$150,600.27</u>

Disbursements

Real estate purchased	396.25
Garage erected	250.
Attorneys' fees	219.40
Fuel	2,814.82
Repairs	1,723.40
Fire Insurance	358.25
Taxes	3,642.69
Postage and stationery	7.84
Miscellaneous	2.50
Allowance to widow	67,540.40
Paid life insurance	850.15
Winona County History	62.50
Paid note - Mrs. Morrison	130.20
Paid church subscriptions	206.25
On hand Feb. 18, 1923 - Schedule attached	72,395.62
	<u>\$150,600.27</u>

State of Minnesota,
County of Winona. ss.

C. M. YOUMANS, being duly sworn,
says that he is the person who made the foregoing account
and that the same is true and correct.

Subscribed and sworn to
before me May 9th 1923.

Annabelle Ross

ANNABELLE ROSS

Notary Public, Winona County, Minn.

My Commission Expires Oct. 9, 1928

(Notarial Seal)

C. M. Youmans

Inventory of Personal Property
received April 1, 1901.

- - - - -

PERSONAL PROPERTY

Book account against C. M. Youmans	\$ 1,325.00
Book account against Youmans Bros. & Hodgins	1,093.60

Certificates of Deposit

First National Bank, Winona, dated	3/11/01	2%	\$4000.	
Merchants L & Trust Co. Chgo	"	2/14/01	3%	3500.
Do	"	2/14/01	3%	5000.
Illinois Trust & Sav. Bk	"	3/14/01	3%	5088.57
Do	"	3/14/01	3%	1018.27
Do	"	3/14/01	3%	1018.27
Do	"	3/14/01	3%	1018.27
First Nat. Bank Waterloo, Ia.	"	11/30/00	4%	500.00
Do	"	11/30/00	4%	500.00
				21,643.38

UNSECURED NOTES

Mary E. & C.C. Waterman	7/9/99, Interest paid to 5/9/00	50.00
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MORTGAGES

H. H. Ness,	160 acres	Wells Co., N.D.	3/15/00	7%	500.00	
M. Carlson,	160 "	Do	11/15/00	7%	400.00	
F. Hoffmann,	320 "	Do	11/24/00	7%	900.00	
J. J. Plonim,	160 "	Benson Co., N.D.	6/1/00	6%	750.00	
J. P. Adrian,	160 "	Wells Co., N.D.	3/15/00	6%	500.00	
J. Knudson,	160 "	Benson Co., N.D.	5/21/00	6%	475.00	
H. Kuhn,	160 "	McLean,	N.D. 3/15/00	6%	500.00	
E. Cooper,	160 "	Wells	N.D. 5/1/00	6%	600.00	
L. B. Miller,	160 "	Foster	N.D. 5/26/00	6%	800.00	
A. Skurdal,	160 "	Benson	N.D. 5/10/00	6%	500.00	
Jacob Block,	160 "	Wells	N.D. 3/15/00	6%	400.00	
J. E. Tate,	160 "	Eddy Co.	N.D. 3/1/00	6%	600.00	
N. E. Lund,	160 "	Wells Co.	N.D. 7/1/00	6%	500.00	
A. J. Starks,	160 "	Eddy Co.	N.D. 6/11/00	6%	800.00	
					8225.00	8,225.00

Stock certificate #16 in Youmans Bros. & Hodgins	15,000.00
300 shares \$50. par	<u>\$47,336.98</u>

SCHEDULE B.

Schedule of Personal Property
on hand February 18, 1923.

CASH ON HAND

\$895 62

SAVANNAH RIVER LUMBER CO STOCK * PAR

6000

BILLS RECEIVABLE

Mortgages

Henry Will	Due	12/ 1/23	7%	\$	800.00
Ida Kennedy	"	10/ 1/21	6%		1200.00
Frank Grubb	"	8/ 7/22	6%		2500.00
Ferd Samson	"	12/ 1/21	6%		1500.00
E. W. Parsons	"	2/ 9/22	6%		1500.00
Sigrid Holm	"	1/ 1/24	6%		1500.00
Thos A. Talrud	"	4/20/22	6%		2500.00
Thos A. Talrud	"	4/20/22	6%		2500.00
W. H. Walker	"	11/ 1/22	6%		1600.00
R. C. Odell	"	12/ 1/23	6%		1400.00
Thos. Gardner	"	12/ 1/23	6%		1300.00
A. A. Richards	"	11/ 1/27	6%		1400.00
M. H. Maarstig	"	2/ 1/23	6%		2700.00
M. E. Finlayson	"	12/ 1/23	6%		2700.00
H. D. Mack	"	12/ 1/23	6%		1200.00
John T. Duffy	"	7/ 1/23	6%		2000.00
O. C. Marshall	"	12/ 1/24	6%		1500.00
E. Godell	"	12/ 1/22	6%		2000.00
H. Sherman	"	12/ 1/23	6%		2000.00
S. A. Bloomster	"	1/11/25	6%		1800.00
Edw. Miller	"	11/ 1/25	6%		1700.00
Emma Grund	"	9/10/25	7%		700.00
G. H. Maloy	"	12/ 1/25	7%		1000.00
W. H. McIntosh	"	11/ 1/23	7%		1000.00

Total mortgages
\$40,000.00

Secured Notes

C. E. Blackman	"	6/26/21	6%	Interest paid to 6/26/22	5000.00
C. M. Youmans	Demand		6%	" " " 10/ 1/22	3500.00

Farm Land Bonds

1 Federal Land Co	Due	5/ 1/27	6%		500.00
2 Kate Smith	"	12/15/26	6%		2000.00
7 Fertile V.F.L.Co.	"	2/ 1/22	6%		3500.00
1 Ditto	"	2/ 1/23	6%		1000.00

2 Joint Stock & Farm Loan Bonds	"	11/ 1/27	5%	Int. Paid to 11/1/22	1000.00
2 Liberty Bonds	"	11/18/42	4½%	" " " 11/15/22	2000.00

Industrail Bonds

4 Union Lumber Co.	"	6/1/25--6/1/26--12/1/27	6%	Int Paid to 12/1/22	4000.00
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Preferred Stock

30 Shares Martin & Martin No Maturity	7%	Int Paid to 12/1/22	3000.00
---------------------------------------	----	---------------------	---------

~~72391.87~~
\$72395.62

3226

State of Minnesota
County of Winona,

Probate Court.

In the Matter of the Guardian-
ship of Emmeline F. Hodgins,
Incompetent.

A G R E E M E N T.

Due Service by copy of the within
is hereby admitted at

19

Attorney for

Filed Sept 10 4 1923

ROBERT E. LOOBY
JUDGE OF PROBATE
WINONA COUNTY MINN.

Brown, Somsen & Sawyer
Winona, Minn.

Attorney for

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship of
Emeline P. Hodgins, Incompetent.

FINAL ACCOUNT OF GUARDIAN.

X
Receipts

Inventory of property received by Guardian April 1, 1901. Schedule attached	\$ 47,336.98
Life Insurance policy	680.99
Increase Youmans Bros. & Hodgins stock	19,258.62
Interest on investments	83,383.68
	<u>\$150,600.27</u>

Disbursements

Real estate purchased	396.25
Garage erected	250.
Attorneys' fees	219.40
Fuel	2,814.82
Repairs	1,723.40
Fire Insurance	358.25
Taxes	3,642.69
Postage and stationery	7.84
Miscellaneous	2.50
Allowance to widow	67,540.40
Paid life insurance	850.15
Winona County History	62.50
Paid note - Mrs. Morrison	130.20
Paid church subscriptions	206.25
On hand Feb. 18, 1923 - Schedule attached	72,395.62
	<u>\$150,600.27</u>

X

State of Minnesota,
County of Winona. ss.

C. M. YOUNG, being duly sworn,
says that he is the person who made the foregoing account
and that the same is true and correct.

Subscribed and sworn to
before me May 2nd 1923.

Leonora C. Ralph
LEONORA C. RALPH
Notary Public, Winona County, Minn.
My Commission Expires March 7, 1930
(Notarial Seal)

C. M. Young

Inventory of Personal Property
received April 1, 1901.

- - - - -

PERSONAL PROPERTY

Book account against C. M. Youmans	\$ 1,325.00
Book account against Youmans Bros. & Hodgins	1,093.60

Certificates of Deposit

First National Bank, Winona, dated 3/11/01	2%	\$4000.	
Merchants L & Trust Co. Chgo "	2/14/01	3%	3800.
Do "	2/14/01	3%	5000.
Illinois Trust & Sav. Bk "	3/14/01	3%	5088.57
Do "	3/14/01	3%	1018.27
Do "	3/14/01	3%	1018.27
Do "	3/14/01	3%	1018.27
First Nat. Bank Waterloo, Ia. "	11/30/00	4%	500.00
Do "	11/30/00	4%	500.00
			<u>21,643.38</u>

UNSECURED NOTES

Mary E. & C.C. Waterman	7/9/99, Interest paid to 5/9/00	50.00
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MORTGAGES

H. H. Ness, 160 acres	Wells Co., N.D.	3/15/00	7%	500.00	
M. Carlson, 160 "	Do	11/15/00	7%	400.00	
F. Hoffmann, 320 "	Do	11/24/00	7%	900.00	
J. J. Plonim, 160 "	Benson Co., N.D.	6/1/00	6%	750.00	
J. P. Adrian, 160 "	Wells Co., N.D.	3/15/00	6%	500.00	
J. Knudson, 160 "	Benson Co., N.D.	5/21/00	6%	475.00	
H. Kuhn, 160 "	McLean, N.D.	3/15/00	6%	500.00	
E. Cooper, 160 "	Wells	N.D. 5/1/00	6%	600.00	
L. B. Miller, 160 "	Foster	N.D. 5/26/00	6%	800.00	
A. Skurdal, 160 "	Benson	N.D. 5/10/00	6%	500.00	
Jacob Block, 160 "	Wells	N.D. 3/15/00	6%	400.00	
J. E. Tate, 160 "	Eddy Co.	N.D. 3/1/00	6%	600.00	
N. E. Lund, 160 "	Wells Co.	N.D. 7/1/00	6%	500.00	
A. J. Starks, 160 "	Eddy Co.	N.D. 6/11/00	6%	800.00	
				<u>8225.00</u>	8,225.00

Stock certificate #16 in Youmans Bros. & Hodgins	
300 shares \$50. par	15,000.00
	<u>\$27,335.98</u>

Schedule of Personal Property
on hand February 18, 1923.

CASH ON HAND				\$895 62
SAVANNAH RIVER LUMBER CO STOCK * PAR				6000
<u>BILLS RECEIVABLE</u>				
<u>Mortgages</u>				
Henry Will	Due 12/ 1/23	7%		\$ 800.00
Ida Kennedy	" 10/ 1/21	6%		1200.00
Frank Grubb	" 8/ 7/22	6%		2500.00
Ferd Samson	" 12/ 1/21	6%		1500.00
E. W. Parsons	" 2/ 9/22	6%		1500.00
Sigrid Holm	" 1/ 1/24	6%		1500.00
Thos A. Talrud	" 4/20/22	6%		2500.00
Thos A. Talrud	" 4/20/22	6%		2500.00
W. H. Walker	" 11/ 1/22	6%		1600.00
R. C. Odell	" 12/ 1/23	6%		1400.00
Thos. Gardner	" 12/ 1/23	6%		1300.00
A. A. Richards	" 11/ 1/27	6%		1400.00
M. H. Maarstig	" 2/ 1/23	6%		2700.00
M. E. Finlayson	" 12/ 1/23	6%		2700.00
H. D. Mack	" 12/ 1/23	6%		1200.00
John T. Duffy	" 7/ 1/23	6%		2000.00
O. C. Marshall	" 12/ 1/24	6%		1500.00
E. Godell	" 12/ 1/22	6%		2000.00
H. Sherman	" 12/ 1/23	6%		2000.00
S. A. Bloomster	" 1/11/25	6%		1800.00
Edw. Miller	" 11/ 1/25	6%		1700.00
Emma Grund	" 9/10/25	7%		700.00
G. H. Maloy	" 12/ 1/25	7%		1000.00
W. H. McIntosh	" 11/ 1/23	7%		1000.00
			Total mortgages	
			\$40,000.00	
<u>Secured Notes</u>				
C. E. Blackman	" 6/26/21	6%	Interest paid to 6/26/22	5000.00
C. M. Youmans	Demand	6%	" " " 10/ 1/22	3500.00
<u>Farm Land Bonds</u>				
1 Federal Land Co	Due 5/ 1/27	6%		500.00
2 Kate Smith	" 12/15/26	6%		2000.00
7 Fertile V.F.L.Co.	" 2/ 1/22	6%		3500.00
1 Ditto	" 2/ 1/23	6%		1000.00
2 Joint Stock & Farm Loan Bonds	" 11/ 1/27	5%	Int. Paid to 11/1/22	1000.00
2 Liberty Bonds	" 11/18/42	4 1/2%	" " " 11/15/22	2000.00
<u>Industriall Bonds</u>				
4 Union Lumber Co.	" 6/1/25--6/1/25--12/1/27	6%	Int Paid to 12/1/22	4000.00
<u>Preferred Stock</u>				
30 Shares Martin & Martin No Maturity	7%	Int Paid to 12/1/22		3000.00
				72395.62
				\$72395.62

State of Minnesota, } ss.
COUNTY OF Winona.

C. M. Youmans, being duly sworn, on oath says that he is the guardian of the above named Ward; that the foregoing is a just, true and correct account of his guardianship in the above entitled matter and of the amount of money and property received by him and remaining in his hands, and of all money and property disbursed by him and of all money invested by him for said Ward, and of all his expenditures as such Guardian.

C. M. Youmans

Subscribed and sworn to before me this 9th day of May A. D. 19 23

Robert E. Looby

My Commission expires

19

Notary Public,

ROBERT E. LOOBY
JUDGE OF PROBATE
WINONA COUNTY MINN.

State of Minnesota, } ss.
COUNTY OF Winona

IN PROBATE COURT

In the Matter of the Guardianship of **Emeline F. Hodgins, Incompetent Ward.**

Petition for Allowance of Final Account.

To the Probate Court of Winona County, Minnesota:

Your petitioner respectfully represents and states that he is the Guardian of the above named **Emeline F. Hodgins,**

that the said **Emeline Hodgins,** died at Winona, Minnesota, on the 18th day February 1923,

and that the said guardianship and trust is thereby terminated; that he herewith presents and files final account of said guardianship and trust, and petition that said Court issue its order fixing a time and place for the examination and allowance of said account and the settlement of the same, and prescribing the manner of the service of said order upon said Ward and all other persons interested in said guardianship, according to law.

Dated

C. M. Youmans
Petitioner

State of Minnesota, } ss.
COUNTY OF Winona

C. M. Youmans being duly sworn, on oath says that he is the petitioner who made and signed the foregoing petition, and that read the same and knows the contents thereof, that the said petition is true of his knowledge, save as

to those matters therein stated on information and belief, and as to those matters believe S the same to be true.

Petitioner

Subscribed and sworn to before me this

9th

day of

May

A. D. 19 23.

ROBERT E. LOOBY

JUDGE OF PROBATE

Notary Public in and for WINONA COUNTY, Minn., Minnesota

My Commission expires

19

3236.

State of Minnesota, } ss.
COUNTY OF WINONA

Probate Court

In the Matter of the Guardianship of
Emeline F. Hodgins,
Incompetent Ward.

Final Account of Guardian

I Filed this 9th day of
May 19 23.

Robert E. Looby
Clerk-Judge of Probate

Miller-Davis Co., Minneapolis.

State of Minnesota, } ss.
County of ~~Winona~~ ~~Hennepin~~

2M 6-23

PROBATE COURT

In the matter of the Guardianship of
Emeline F. Hodgins, Incompetent.

THE STATE OF MINNESOTA, to C. M. Youmans, Guardian, and Lethe B. Morrison,
an interested party, S. H. Somsen and L. H. Buck, administrators of
the estate of Emeline F. Hodgins, deceased.

GREETING:

Whereas, there has been this day filed by Charles E. Blackman in this
court his petition setting forth allegations of fraud and fraudulent
practices, whereby as he alleges he was induced to consent to a certain
settlement of the estate herein, and to the allowance of the account of
the Guardian herein, and to the discharge of said Guardian; and whereby
such judgment of discharge was entered in this court on the 10th day of
September 1923, and praying for the vacation of such settlement,
consent, allowance and judgment of discharge and for a re-statement and
examination of said account of said Guardianship.

Now, Therefore, you and each of you are hereby cited and required
personally to be and appear before the Judge of Probate of the County of ~~Winona~~ ~~Hennepin~~ at the Probate Court
Room, in the City of ~~Winona~~ ~~Hennepin~~, in said County of ~~Winona~~ ~~Hennepin~~, on Friday
the 12th day of June, at 10 o'clock in
the fore noon of said day, then and there to show cause, if any you have, why this court
should not set aside said settlement, vacate said judgment of discharge,
set aside the consent and allowance of the account and order a re-state-
ment of the account of said Guardianship and a re-examination thereof
in this court.

It is further ordered that service of this citation be made upon said C. M. Youmans, H. L. Buck,
Lethe B. Morrison and S. H. Somsen by serving a copy hereof, not later than
ten (10) days before said hearing.

PROBATE
COURT
SEAL

In Testimony Whereof, I have hereunto affixed the seal of the
Probate Court of said ~~Winona~~ ^{Winona} County, and subscribed my name as
Judge of Probate of said County, at the City of ~~Winona~~ ^{Winona}, this

2nd day of June 1925
Robert E. Looby
Judge of Probate.

STATE OF MINNESOTA } ss.
County of ~~Winona~~ ^{Winona}

being by me first duly
day of
sworn doth depose and say that on the
1925 served the within citation on
the person therein named by

Subscribed and sworn to before me this
day of

Notary Public, ~~Winona~~ ^{Winona} County, Minnesota.

My commission expires

No 3236

STATE OF MINNESOTA
COUNTY OF ~~Winona~~ ^{Winona}

PROBATE COURT

In the Matter of the Guardianship of

Emeline F. Hodgins.
Incompetent.

CITATION

Recorded in Docket

on page

June 2nd 1925
Filed
Robert E. Looby

Clerk of Probate Court.

I HEREBY CERTIFY AND RETURN

State of Minnesota, } ss.
COUNTY OF WINONA

That on the 3rd day of June 1925, at the (~~Town~~ or City)
of Winona in the County of Winona, State of Minnesota, I served the within
Citation
upon the within named defendant S. H. Lomson
personally, by then and there delivering to and leaving with him
a true copy thereof.
Winona, Minn. June - 3rd 1925

Fees, Service, \$
" Travel, \$
" Total, \$

Geo W. Huck
Sheriff of Winona County, Minn.
By A. Decker Deputy.

I HEREBY CERTIFY AND RETURN

State of Minnesota, } ss.
COUNTY OF WINONA

That on the Second day of June 1925, at the (~~Town~~ or City)
of Winona in the County of Winona, State of Minnesota, I served the within
Citation
upon the within named defendants Letha Morrison, & L. H. Buck
personally, by then and there delivering to and leaving with
a true copy thereof.
Winona, Minn. June - 2nd 1925

Fees, Service, \$ 4.00
" Travel, \$ 1.20
" Total, \$ 5.20

Geo W. Huck
Sheriff of Winona County, Minn.
By A. Decker Deputy.

State of Minnesota, } ss.
County of Winona.

I hereby certify and return that on the Second day of

June 1925, at the (Town or City) of Winona
in the County of Winona, State of Minnesota, I served the within Citation

upon the within named defendant E. M. Youmans
by leaving a true copy thereof at the house of his usual abode with Grace Youmans

his wife a person of suitable age and discretion then resident therein.

Winona, Minn., June Second 1925

By Geo. W. Duck Sheriff of Winona County, Minnesota
A. Becker Deputy Sheriff

State of Minnesota
County of Winona

On Probate Court

R E P L Y

In The Matter of The
GUARDIANSHIP OF EMELINE
F. HODGINS, Incompetent.

Now comes the petitioner and for his reply to the answer
and return of the respondents herein,

Denies each and every allegation, matter and thing in said
answer and return contained and each and every part thereof, save
and except as the same admits the allegations contained in the Petition of this petitioner.

Wherefore, petitioner prays for the judgment and decree of
this court as in his petition prayed for.

Ferdinand A. Krantz
Attorney for petitioner
716, Metropolitan Life Bldg.
Minneapolis, Minnesota

Dated this 24th, day of
June, 1925

State of Minnesota
County of Hennepin SS

Charles E. Blackman, being first duly
sworn, upon oath deposes and says; That he is the petitioner in the
above entitled matter; that he has read the foregoing Reply and knows
the contents thereof; that the same is true of his own knowledge, except
as to matters therein stated on information and belief and as to those
matters he believes them to be true.

Subscribed and sworn to before me
this 24 th, day of June, 1925

Charles E. Blackman

Ferdinand A. Krantz
Notary Public, Hennepin Co. Minn.
My Commission expires, November, 13th, 1925.

3236

9

Original

State of Minnesota,

County of WINONA

In PROBATE

Court.

IN THE MATTER OF THE
GUARDIANSHIP OF EMELINE F.
MODGINS, INCOMPETENT.

Reply of Petitioner
Charles E. Blackman

Due and personal service of the within
is hereby admitted
this day of
A. D. 19

Attorney for

Ferdinand A. Kranz

~~ROBERTSON & KRAZ~~
716 ~~MINNEAPOLIS LIFE BLDG.~~
MINNEAPOLIS, MINN.

Attorney for Petitioner

Filed June 25, 1925
N. Mayhew
Clerk

STATE OF MINNESOTA
COUNTY OF WINONA

IN PROBATE COURT.

In the Matter of The
Guardianship of
Emeline F. Hodgins,
Incompetent.

The answer and return of respondents C. M. Youmans, Lethe B. Morrison and H. L. Buck and S. H. Somsen, as administrators, to the petition herein is as follows:

1. Admit that on the 28th day of March, 1901, respondent Youmans, who is and since September 1st, 1913, has been, the president of The First Trust and Savings Bank of Winona, was appointed guardian of the estate of Emeline F. Hodgins, incompetent; that he qualified and acted as such until duly discharged by decree of this court on September 10, 1923.

2. Allege that said appointment was made upon petition of W. P. Blackman, now deceased, a son of said Emeline F. Hodgins, and a brother of petitioner and respondent Lethe B. Morrison, and with the consent of said Emeline, because of old age, want of business experience and resultant unfitness of said Emeline to properly manage her property. That said Emeline was, at all times herein mentioned, informed of and able to and did understand the nature of her property and the management thereof by her guardian.

3. Admit and allege that said Emeline died testate on February 18, 1923; that petitioner and respondent Lethe B. Morrison were the sole legatees and devisees under the will of said Emeline, a copy of which is hereto attached marked Exhibit A, and made a part hereof, and alleges that petitioner Charles E.

Blackman proposed said last will and testament for admission and allowance by the Probate Court of Winona County, by his written petition filed therein, and that in making, filing and presenting said petition said Blackman was represented and counseled by H. L. Buck, Esq., an attorney at law of Winona, Minnesota, one of the respondents herein.

4. Allege that on the 26th day of March, 1923, duly and by instrument in writing, filed in this court, petitioner and respondent Morrison renounced their appointment to be executors of said proposed will and stipulated and requested that respondents H. L. Buck and S. H. Somsen be appointed administrators with the will annexed of the estate of said deceased, and that said will be admitted to probate. That on March 27, 1923, said will was accordingly admitted and said appointment duly made.

5. Admit that respondents Buck and Somsen qualified as administrators on or about April 2, 1923, and have since been and now are such administrators of the said estate.

6. Admit that prior to about May, 1923, respondent Youmans filed no inventory of the estate of said ward, and that investments and re-investments of guardianship funds were made without the approval of the court, but at all times with the knowledge and understanding of said Emeline and the members of her family, including petitioner, who were at all times informed of the management of said estate and the property thereof.

7. Further answering, respondents admit and allege that respondent Youmans as such guardian duly and on or about May 9th, 1923, filed his final report and account in said guardianship.

8. That all said guardianship funds were at all times invested with care in safe income-bearing securities of the kind in which funds of savings banks of this state might be legally invested, but about 1920 and immediately thereafter, because of the histrionic and unanticipated country-wide depreciation in

value of practically all properties and securities, some of the securities held by the guardian became and were, at least temporarily, depressed to values less than the face thereof; that the extent of the impairment of said values and the prospect of the recovery thereof was uncertain, and because of that situation there was a dispute and controversy between the guardian on the one part and petitioner and respondent Morrison and the said administrators on the other part with reference to the value of some of said assets.

9. That thereupon and after full examination and consideration by petitioner and respondent Morrison and said administrators of said account and the character and value of all of the investments of the funds of said guardianship estate and the claim of the guardian for services, as well as all matters in any way appertaining to the management of said estate and the investment of the funds thereof by the guardian and accounting by him, a compromise and settlement of all controversies and matters of difference was made on September 1, 1923, by and between petitioner and respondent Morrison and said administrators on the one part, and respondent Youmans on the other part, a copy of which agreement marked Exhibit B is hereto attached and made a part hereof.

10. That by said agreement of compromise and settlement, Exhibit B hereto attached, respondents Buck and Somsen, as said administrators, were authorized and directed by petitioner and respondent Morrison to take and receive at face value the securities and assets then in the possession of the guardian, which were listed in schedule B thereto attached and made a part thereof, except a certain item specified as the Savannah River Lumber Co. stock; that said agreement of compromise and settlement was duly presented to and filed in this court on September 10, 1923, in the matter of said guardianship, and is still in full

force and effect, and has never been revoked, rescinded or set aside.

11. That pursuant to and in accordance with said stipulation and agreement Exhibit B hereto attached, and on September 10, 1923, this court, by its judgment and decree, duly approved said account and directed the guardian to pay and deliver to said administrators the assets in his hands as shown by said account, a copy of which judgment and decree is hereto attached marked Exhibit C and made a part hereof.

12. That no appeal was taken from said judgment and decree, Exhibit C, hereof, and the same is in full force and effect and is a bar to any claim of petitioner.

13. That thereafter the said guardian duly paid and delivered to said administrators all of said assets in his hands as such guardian in accordance with the terms and directions of said judgment and decree.

14. That on October 25, 1923, petitioner and respondent Morrison duly and in writing agreed to and made a division between themselves of said property and assets in the hands of the administrators, and on the 27th day of October 1923, the administrators duly paid and delivered the same to petition^{er} and respondent Morrison, receiving from them written receipt therefor, a copy of which agreement for the division of said property and said receipt is hereto attached marked Exhibit D and made a part hereof.

15. That on November 5th, 1923, the final account of said administrators of said decedent Hodgins was duly approved and allowed by this Court, and on said day this Court duly made and entered herein a final decree of distribution in said estate, wherein and whereby all of the property and estate of said decedent was distributed equally to and between petitioner Blackman and respondent Morrison.

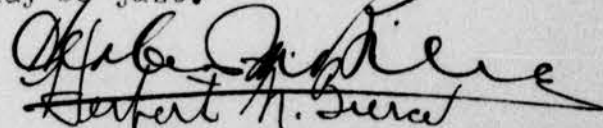
16. Admit that Brown, Somsen & Sawyer, of which firm respondent Somsen is a member, acted as attorneys for said guardian.

17. Respondents have no information as to the allegations of paragraph 14 of the petition.

18. Except as respondents have expressly admitted the allegations of the petition they deny the same and each thereof.

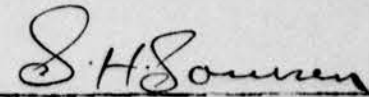
WHEREFORE, Respondents pray that the petition be dismissed and for such other relief as may be just.

Dated June 11, 1925.

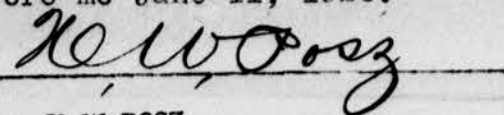

Herbert H. Sura
Attorney for Respondents,
Winona, Minnesota.

State of Minnesota,
ss.
County of Winona.

S. H. Somsen, being duly sworn, says that he is one of the respondents in the matter above entitled; that he has read the foregoing answer and return; that the same is true of his own knowledge except as to matters therein stated on information and belief, and as to such matters he believes it to be true.



Subscribed and sworn to before me June 11, 1925.



H. W. POSZ
Notary Public, Winona County, Minn.
My Commission Expires April 2, 1929

(Notarial Seal)

Exhibit A.

I, Emeline F. Hodgins, of the City of Minneapolis, Hennepin County, Minnesota, being of sound mind and memory, do make, publish and declare this to be my last Will and Testament:

I give, bequeath and devise all property of whatever nature, real, personal and mixed, which I may have at the time of my death, unto my son Charles E. Blackman, of the City of Minneapolis, Hennepin County, Minnesota, and my daughter, Lethe L. Morrison, of the City of Winona, Winona County, Minnesota, share and share alike.

According to the best of my knowledge, said two beneficiaries are my only prospective heirs at law and entitled under the statutes of the State of Minnesota to inherit all of my property in exact accordance with the above provisions. But, in view of the possibility that there may be in existence some descendant or descendants of my deceased son, Wilbur P. Blackman, unknown to me, to whom I would not desire to leave any portion of my estate, this Will and Testament is made with the intention and express purpose of eliminating any such possible descendant or descendants of said deceased son, from sharing in the distribution of my said estate.

I hereby appoint my said son, Charles E. Blackman, and my daughter, Lethe L. Morrison, as executors of this my last Will and Testament, and desire that they be not required to furnish any bonds or security for the faithful performance of their duties as such executors.

In Testimony Whereof, I have hereunto subscribed my name this 21st day of January, 1915.

Emeline F. Hodgins

THIS INSTRUMENT was, on the day of the date thereof, signed, published and declared by the said testatrix, Emeline F. Hodgins, to be her last Will and Testament, in the presence of the

undersigned, who, at her request, and in the presence of
each other, have, on this 21st day of January, 1915, hereunto
subscribed their names as witnesses.

Elijah S. Kelley	Residing at Minneapolis, Minnesota,
F. Juanita Wharton	Residing at Minneapolis, Minnesota.
William W. Clark	Residing at St. Paul, Minnesota.

Exhibit B

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship
of Emmeline F. Hodgins, Incompetent.

There having been a controversy between C. M. Youmans, former guardian of the estate of Emmeline F. Hodgins, Incompetent, and Charles E. Blackman and Lethe B. Morrison, legatees and devisees under the will of said Emmeline F. Hodgins, deceased, with reference to the character and value of the investments made by said guardian of the funds of the guardianship estate, and concerning also the final accounting of said guardian and his compensation for services, and as to a claimed indebtedness of said guardian to said estate for interest, and

Said parties having compromised and settled said controversy and all matters of difference between them with reference to the administration of said guardianship estate and the accounting therefor,

It is now agreed by and between said parties and H. L. Buck and S. H. Somsen as Administrators with the will annexed of the estate of Emmeline F. Hodgins, deceased, as follows:

1. That the proposed final account of said guardian on file in the Probate Court, of which a copy is hereto attached, marked Exhibit A and made a part hereof, is ratified, approved and confirmed, and may be approved and allowed by the Probate Court in due course of closing the said guardianship estate.
2. That said guardian shall be allowed seventy-five hundred dollars for his services as guardian, and hereby agrees to accept the same as full compensation therefor, and that in payment therefor he shall receive stock in Savannah River Lumber Company, owed by the guardianship estate, as follows: Sixty

shares of preferred stock of the par value of six thousand dollars, and forty-eight shares of common stock of the par value of forty-eight dollars, and shall be released and discharged from a claim for interest against him by said legatees and administrators in the sum of fifteen hundred dollars.

3. That said administrators are authorized and directed to take and receive at their face value the securities and assets now in possession of said guardian, listed in Schedule B hereto attached and made a part hereof, other than the Savannah River Lumber Company stock aforesaid, in full settlement and discharge of his obligations and indebtedness as guardian.

Dated September 1st, 1923.

Mrs. Lethe B. Morrison (Seal)

C. M. Youmans, (Seal)

C. E. Blackman (Seal)

H. L. Buck

S. H. Somsen
As Administrators.

State of Minnesota,
County of Winona.

In Probate Court.

In the Matter of the Guardianship of
Emmeline F. Hodgins, Incompetent.

FINAL ACCOUNT OF GUARDIAN.

Receipts

Inventory of property received by Guardian April 1, 1901. Schedule attached	\$ 47,336.98
Life Insurance policy	650.99
Increase Youmans Bros. & Hodgins stock	19,258.62
Interest on investments	83,353.68
	<u>\$150,600.27</u>

Disbursements

Real estate purchased	396.25
Garage erected	250.
Attorneys' fees	219.40
Fuel	2,814.82
Repairs	1,723.40
Fire Insurance	358.25
Taxes	3,642.69
Postage and stationery	7.84
Miscellaneous	2.50
Allowance to widow	67,540.40
Paid life insurance	850.15
Winona County History	62.50
Paid note - Mrs. Morrison	130.20
Paid church subscriptions	206.25
On hand Feb. 18, 1923 - Schedule attached	72,395.62
	<u>\$150,600.27</u>

State of Minnesota,
County of Winona. ss.

C. M. YOUNMANS, being duly sworn, says that he
is the person who made the foregoing account and that the same is
true and correct.

C. M. Youmans

Subscribed and sworn to
before me May 9th, 1923.

Annabelle Ross
Annabelle Ross
Notary Public, Winona County, Minn.
My Commission Expires Oct. 9, 1928.
(Notarial Seal)

Inventory of Personal Property
received April 1, 1901.

PERSONAL PROPERTY

Book account against C. M. Youmans
Book account against Youmans Bros. & Hodgins

\$ 1,325.00
1,093.60

Certificates of Deposit

First National Bank, Winona, dated	3/11/01	2%	\$4000.
Merchants L & Trust Co. Chgo	"	2/14/01 3%	3500.
Do	"	2/14/01 3%	5000.
Illinois Trust & Sav. Bk	"	3/14/01 3%	5088.57
Do	"	3/14/01 3%	1018.27
Do	"	3/14/01 3%	1018.27
Do	"	3/14/01 3%	1018.27
First Nat. Bank Waterloo, Ia.	"	11/30/00 4%	500.00
Do	"	11/30/00 4%	500.00

21,643.38

UNSECURED NOTES

Mary E. & C.C. Waterman 7/9/99, Interest paid
to 5/9/00

50.00

MORTGAGES

H. H. Ness, 160 acres	Wells Co., N.D.	3/15/00	7%	500.00
M. Carlson, 160 "	Do	11/15/00	7%	400.00
F. Hoffmann, 320 "	Do	11/24/00	7%	900.00
J. J. Plonim, 160 "	Benson Co. N.D.	6/ 1/00	6%	750.00
J. P. Adrian, 160 "	Wells Co., N.D.	3/15/00	6%	500.00
J. Knudson, 160 "	Benson Co. N.D.	5/21/00	6%	475.00
H. Kuhn, 160 "	McLean, N.D.	3/15/00	6%	500.00
E. Cooper, 160 "	Wells N.D.	5/ 1/00	6%	600.00
L. B. Miller, 160 "	Foster N.D.	5/26/00	6%	800.00
A. Skurdal, 160 "	Benson N.D.	5/10/00	6%	500.00
Jacob Block, 160 "	Wells N.D.	3/15/00	6%	400.00
J. E. Tate, 160 "	Eddy Co. N.D.	3/ 1/00	6%	600.00
N. E. Lund, 160 "	Wells Co. N.D.	7/ 1/00	6%	500.00
A. J. Starks, 160 "	Eddy Co. N.D.	6/11/00	6%	800.00
				<u>8225.00</u>

8,225.00

Stock certificate #16 in Youmans Bros. & Hodgins
300 shares \$50. par

15,000.00
\$47,336.98

SCHEDULE B.

Schedule of Personal Property
on hand February 18, 1923.

CASH ON HAND

(60 shares preferred) \$895.62

SAVANNAH RIVER LUMBER CO STOCK * PAR (48 " common) 6000.

BILLS RECEIVABLE

Mortgages

Henry Will	Due 12/ 1/23	7%	
Ida Kennedy	" 10/ 1/21	6%	\$ 800.00
Frank Grubb	" 8/ 7/22	6%	1200.00
Ferd Samson	" 12/ 1/21	6%	2500.00
E. W. Parsons	" 2/ 9/22	6%	1500.00
Sigrid Holm	" 1/ 1/24	6%	1500.00
Thos A. Talrud	" 4/20/22	6%	1500.00
Thos A. Talrud	" 4/20/22	6%	2500.00
W. H. Walker	" 11/ 1/22	6%	2500.00
R. C. Odell	" 12/ 1/23	6%	1600.00
Thos. Gardner	" 12/ 1/23	6%	1400.00
A. A. Richards	" 11/ 1/27	6%	1300.00
M. H. Maarstig	" 2/ 1/23	6%	1400.00
M. E. Finlayson	" 12/ 1/23	6%	2700.00
H. D. Mack	" 12/ 1/23	6%	2700.00
John T. Duffy	" 7/ 1/23	6%	1200.00
O. C. Marshall	" 12/ 1/24	6%	2000.00
E. Godel	" 12/ 1/22	6%	1500.00
H. Sherman	" 12/ 1/23	6%	2000.00
S. A. Bloomster	" 1/11/25	6%	2000.00
Edw. Miller	" 11/ 1/25	6%	1800.00
Emma Grund	" 9/10/25	7%	1700.00
G. H. Maloy	" 12/ 1/25	7%	700.00
W. H. McIntosh	" 11/ 1/23	7%	1000.00
			1000.00

Total mortgages
\$40,000.00

Secured Notes

C. E. Blackman	" 6/26/21	6%	Interest paid to 6/26/22	5000.00
C. M. Youmans	Demand	6%	" " " 10/ 1/22	3500.00

Farm Land Bonds

1 Federal Land Co	Due 5/ 1/27	6%	500.00
2 Kate Smith	" 12/15/26	6%	2000.00
7 Fertile V.F.L.Co.	" 2/ 1/22	6%	3500.00
1 Ditto	" 2/ 1/23	6%	1000.00

2 Joint Stock & Farm Loan Bonds	" 11/ 1/27	5% Int. Paid to 11/1/22	1000.00
2 Liberty Bonds	" 11/18/42	4 1/2% " " 11/15/22	2000.00

Industrial Bonds

4 Union Lumber Co.	" 6/1/25--6/1/26--12/1/27	6% Int Paid to 12/1/22	4000.00
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Preferred Stock

30 Shares Martin & Martin No Maturity	7% Int Paid to 12/1/22	3000.00
		<u>\$72395.62</u>

Exhibit C.

State of Minnesota,
County of Winona.

ss

In Probate Court.

In the Matter of the Guardianship
of Emmeline F. Hodgins,
Incompetent.

The above entitled matter came on to be heard on the 10th day of September, 1923, upon the petition of the representative of the above named estate praying for the allowance of his final account, having been regularly adjourned from June 4, 1923.

The said representative appeared in person and by his attorneys, Brown, Somsen & Sawyer.

The Court, after due consideration of said petition, the evidence adduced in support thereof, and the files and records in said matter, finds the following facts:

First. That due notice of the said hearing of said petition has been given as required by law by the publication of the citation of this Court for said hearing, dated the 11th day of May, 1923, in the Winona Republican Herald.

Second. That the said final account set forth in said petition has been examined, adjusted and settled by the Court, and as so adjusted and settled, is hereby found to be correct; a summary statement of which account is as follows, to-wit:

Receipts

Inventory of property received by Guardian April 1, 1901. Schedule attached	\$47,336.98
Life Insurance Policy	650.99
Increase Youmans Bros. & Hodgins stock	19,258.62
Interest on investments	83,353.68
	\$150,600.27

Disbursements

Real estate purchased	396.25
Garage erected	250.
Attorneys' fees	219.40
Fuel	2,814.82
Repairs	1,723.40
Fire Insurance	358.25
Taxes	3,642.69
Postage and stationery	7.84
Miscellaneous	2.50
Allowance to widow	67,540.40
Paid Life Insurance	840.15
Winona County History	62.50
Paid note - Mrs. Morrison	130.20
Paid church subscriptions	206.25
On hand Feb. 18, 1923 - Schedule attached	72,395.62
	<u>\$150,600.27</u>

Third. As a conclusion from the foregoing facts, IT IS HEREBY ORDERED, that said account, as adjusted by the court, be, and the same hereby is, settled and allowed as and for the final account of said representative of said estate.

And pursuant to a written stipulation made between said representative and the administrators of the estate of said Emmeline F. Hodgins, now deceased, and all of the legatees and devisees under the will of said decedent, it is further ordered, adjudged and decreed:

That the compensation of said representative be and is fixed at seventy five hundred dollars, and that in payment thereof he shall take and receive sixty shares of preferred stock of Savannah River Lumber Company of the par value of \$6000 and fortyeight shares of common stock of said company of the par value of \$48 and be relieved and discharged from a claim for interest in the sum of \$1500 asserted against him by said administrators and said legatees and devisees.

That said representative pay over and deliver to H. L. Buck and S. H. Somsen, as administrators of the estate of said decedent, all of the remaining property and assets of said guardianship estate in his hands as shown by his said account, and that such administrators be and are authorized to receive and accept the same at their face value.

That upon compliance with this order, said guardian be

Dated September 10th, 1923.

By the Court

Robert E. Looby,
Probate Judge.

(SEAL)

SCHEDULE B.Schedule of Personal Property
on Hand February 18, 1923.

CASH ON HAND

\$895 62

SAVANNAH RIVER LUMBER CO STOCK * PAR

6000

BILLS RECEIVABLEMortgages

Henry Will	Due 12/ 1/23	7%	800.00
Ida Kennedy	" 10/ 1/21	6%	1200.00
Frank Grubb	" 8/ 7/22	6%	2500.00
Ferd Samson	" 12/ 1/21	6%	1500.00
E. W. Parsons	" 2/ 9/22	6%	1500.00
Sigrid Holm	" 1/ 1/24	6%	1500.00
Thos. A. Talrud	" 4/20/22	6%	2500.00
Thos. A. Talrud	" 4/20/22	6%	2500.00
W. H. Walker	" 11/ 1/22	6%	1600.00
R. C. Odell	" 12/ 1/23	6%	1400.00
Thos. Gardner	" 12/ 1/23	6%	1300.00
A. A. Richards	" 11/ 1/27	6%	1400.00
M. H. Mearstig	" 2/ 1/23	6%	2700.00
M. E. Finlayson	" 12/ 1/23	6%	2700.00
H. D. Mack	" 12/ 1/23	6%	1200.00
John T. Duffy	" 7/ 1/23	6%	2000.00
O. C. Marshall	" 12/ 1/24	6%	1500.00
E. Godell	" 12/ 1/22	6%	2000.00
H. Sherman	" 12/ 1/23	6%	2000.00
S. A. Bloomster	" 1/11/25	6%	1800.00
Edw. Miller	" 11 / 1/25	6%	1700.00
Emma Grund	" 9/10/25	7%	700.00
G. H. Maloy	" 12/ 1/25	7%	1000.00
W. H. McIntosh	" 11/ 1/23	7%	1000.00

Total Mortgages
\$40,000.00Secured Notes

C. E. Blackman	" 6/26/21	6%	Interest paid to 6/26/22	5000.00
C. M. Youmans	Demand	6%	" " " 10/1/22	3500.00

Farm Land Bonds

1 Federal Land Co	Due 5/ 1/27	6%	500.00
2 Kate Smith	" 12/15/26	6%	2000.00
7 Fertile V.F.L.Co.	" 2/ 1/22	6%	3500.00
1 Ditto	" 2/ 1/23	6%	1000.00

2 Joint Stock & Farm Loan Bonds	" 11/1 /27	5%	Int. Paid to 11/1/22	1000.00
2 Liberty Bonds	" 11/18/42	4 1/2%	" " " 11/15/22	2000.00

Industriall Bonds

4 Union Lumber Co.	" 6/1/25--6/1/26--12/1/27	6%	Int Paid to 12/1/22	4000.00
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Preferred Stock

30 Shares Martin & Martin No Maturity	7% Int Paid to 12/1/22	3000.00
		<u>\$72395.62</u>

Exhibit D.Exhibit D

We the undersigned joint legatees of the net estate of Mrs. Emeline F. Hodgins, (deceased) do hereby agree to accept a division of the property listed below as appearing under our names as follows.
Accrued interest computed to November 1st, 1923.

	Rate	Morrison -	Int.	Blackman -	Int.
C. E. Blackman, Note	6%			\$5000.	\$194.80
Martin & Martin	7%	\$1000.	\$ 11.66		
Union Lbr. Co.	6%	4000.	100.		

C. E. Blackman, agrees to pay Lethe B. Morrison \$41.57 as difference in adjusting the above accrued interest.

Martin & Martin	7%	\$1000.	\$ 11.66	\$1000.	\$ 11.66
Liberty Bonds	4 1/4%	1000.	19.48	1000.	19.48
Joint St. F. L. Bonds	5%	500.	12.50	500.	12.50
Kate Smith Bonds	6%	1000.	52.50	1000.	52.50
Fertile Valley L. Co.	6%	2500.	337.50	2000.	270.00
Federal Land Co.	6%			500.	60.00

Mtgs. in default.

Ida Kennedy	7%	1200.	175.00		
Frank Grubb	7%	2500.	215.84		
F. Samson	6%	1500.	172.50		
Sigrud Holm	6%	1500.	165.00		
T. A. Tolrud #658	6%	2500.	378.75		
H. Sherman	6%	2000.	230.00		

Henry Will	7%	- - - - -	- - - - -	800.	107.34
E. W. Parsons	6 1/4%	- - - - -	- - - - -	1500.	70.95
T. A. Tolrud #659	6%	- - - - -	- - - - -	2500.	378.75
W. H. Welker	6%	- - - - -	- - - - -	1600.	192.00
S. A. Bloemster	6%	- - - - -	- - - - -	1800.	303.00
J. T. Duffy	6%	- - - - -	- - - - -	2000.	160.00
W. H. McIntosh	7%	- - - - -	- - - - -	1000.	140.00

Mtgs. int. paid up.

Thos. Gardner	6%	1300.	71.50		
A. A. Richards	6%	1400.	84.00		
M. H. Mastig	6%	2700.	121.50		
Edw. Miller	6%	1700.	102.00		
Emma Grund	7%	700.	55.80		
G. E. Maloy	7%	1000.	64.16		

R. C. Odell	6%	- - - - -	- - - - -	1400.	77.00
M. E. Finlayson	6%	- - - - -	- - - - -	2700.	148.50
H. D. Mack	6%	- - - - -	- - - - -	1200.	66.00
O. C. Marshall	7%	- - - - -	- - - - -	1500.	96.25
E. Goodell	6%	- - - - -	- - - - -	2000.	110.00

Totals \$31000. \$2269.69 \$31000. \$2275.93

Difference in interest \$6.24
One half of same 3.12

Signed by Lethe B. Morrison

Signed by C. E. Blackman

Winona, Minn Oct. 25 1923.

Winona, Minn.,
Oct. 27, 1923

Received of H. L. Buck and S. H. Somsen, as administrators of the

estate of Emeline F. Hodgins, deceased, the securities listed on the reverse
hereof, which we accept at inventory value of \$51,989.80, on account of our
distributive shares in said estate.

		Mrs. Letha B. Morrison			
		C.E. Blackman			
E. C. Coffey	84	5000		110	00
C. C. Coffey	84	1200		20	52
H. D. Buck	84	1800		24	00
H. D. Coffey	84	5100		140	20
H. C. Coffey	84	1400		34	00
A. H. Coffey	84	1000	94	10	
Wm. Coffey	84	100	22	90	
Wm. Coffey	84	1100	108	00	
W. H. Coffey	84	3100	131	20	
V. V. Coffey	84	1400	94	00	
Wm. Coffey	84	1200	27	00	
A. H. Coffey	84	1000		10	00
V. V. Coffey	84	5000		100	00
V. V. Coffey	84	1800		20	00
A. H. Coffey	84	1000		10	00
V. V. Coffey	84	3200		32	00
E. H. Coffey	84	1200		10	00
Wm. Coffey	84	800		10	00
H. Somsen	84	3000	320	00	
V. V. Coffey	84	3200	328	00	
V. V. Coffey	84	1200	122	00	
E. Somsen	84	1200	122	00	
Wm. Coffey	84	3200	328	00	
Wm. Coffey	84	1200	122	00	
Wm. Coffey	84	300		30	00
Wm. Coffey	84	5200	328	00	
Wm. Coffey	84	1000	25	00	
Wm. Coffey	84	800	13	00	
Wm. Coffey	84	1000	10	00	
Wm. Coffey	84	1000	10	00	

of the above listed securities.

C. E. Blackman, trustee of the estate of Emeline F. Hodgins, deceased.

Wm. Coffey	84	4000	100		
Wm. Coffey	84	31000	11	00	
C. E. Blackman, Note	84		3200		328
		Wm. Coffey	100	Wm. Coffey	100

Accepted in full payment of the above listed securities of the estate of Emeline F. Hodgins, deceased, on October 27, 1923.

Emeline F. Hodgins

Emeline F. Hodgins

3236

In the Matter of The Guardianship of Emeline F. Hodgins,
Incompetent.

Answer and Return to
Citation.

Filed June 12, 1912

ROBERT E. LOOBY
JUDGE OF PROBATE
WINONA COUNTY MINN.

Respondent Ex B

We the undersigned joint legatees of the net estate of Mrs. Eueline F. Hougins, (deceased) do hereby agree to accept a division of the property listed below as appearing under our names as follows.
Accrued interest computed to November 1st, 1923.

		<u>Kate Morrison - Int.</u>	<u>Blackman - Int.</u>
✓ C.E. Blackman, Note	6%	\$5000. ✓	\$194.80
✓ Martin & Martin	7%	\$1000. ✓	\$11.66
✓ Union Lbr. Co.	6%	4000. ✓	100.

C.E. Blackman, agrees to pay Lethe B. Morrison \$11.57 as difference in adjusting the above accrued interest.

✓ Martin & Martin	7%	\$1000. ✓	\$11.66	\$1000. ✓	\$11.66
✓ Liberty Bonds	4 1/2%	1000. ✓	19.48	1000. ✓	19.48
✓ Joint St. F.L. Bonds	5%	500. ✓	12.50	500. ✓	12.50
✓ Kate Smith Bonds	6%	1000. ✓	52.50	1000. ✓	52.50
✓ Fertile Valley L. Co.	6%	2500. ✓	337.50	2000. ✓	270.00
✓ Federal Land Co.	6%			500. ✓	60.00

Wtgs. in default.

✓ Ida Kennedy	7%	1200. ✓	175.00		
✓ Frank Grubb	7%	2500. ✓	215.84		
✓ P. Samson	6%	1500. ✓	172.50		
✓ Sigurd Nola	6%	1500. ✓	165.00		
✓ T.A. Tolrud #658	6%	2500. ✓	378.75		
✓ W. Sherman	6%	2000. ✓	230.00		
✓ Henry Will	7%	- - - - -	- - - - -	800. ✓	107.34
✓ E.W. Parsons	6 1/2%	- - - - -	- - - - -	1500. ✓	70.95
✓ T.A. Tolrud #659	6%	- - - - -	- - - - -	2500. ✓	378.75
✓ W.H. Walker	6%	- - - - -	- - - - -	1600. ✓	192.00
✓ S.A. Bloomster	6%	- - - - -	- - - - -	1800. ✓	303.00
✓ J.T. Duffy	6%	- - - - -	- - - - -	2000. ✓	160.00
✓ W.H. McIntosh	7%	- - - - -	- - - - -	1000. ✓	140.00

Wtgs. int. paid up.

✓ Thos. Gardner	6%	1500. ✓	71.50		
✓ A.A. Richards	6%	1400. ✓	84.00		
✓ M.H. Mastig	6%	2700. ✓	121.50		
✓ Edw. Miller	6%	1700. ✓	102.00		
✓ Emma Grund	7%	700. ✓	55.80		
✓ O. H. Haloy	7%	1000. ✓	64.16		
✓ R.C. Odell	6%	- - - - -	- - - - -	1400. ✓	77.00
✓ M.E. Finlayson	6%	- - - - -	- - - - -	2700. ✓	148.50
✓ H. D. Mack	5%	- - - - -	- - - - -	1200. ✓	66.00
✓ O.C. Marshall	7%	- - - - -	- - - - -	1500. ✓	96.25
✓ E. Goodell	6%	- - - - -	- - - - -	2000. ✓	110.00

Totals \$31000. \$2269.69 \$31000. \$2275.93

Difference in interest \$6.24
One half of same 3.12

Signed by Lethe B. Morrison
Signed by C.E. Blackman

Winona, Minn Oct. 25 1923.

#44.69

Winona, Minn.,
Oct. 27, 1923.

Received of H. L. Buck and S. H. Somsen, as administrators
of the estate of Emeline F. Hodgins, deceased, the securities
listed on the reverse hereof, which we accept at inventory value
of \$51,989.80, on account of our distributive shares in said
estate.

Mrs. Letta B. Morrison
L. E. Blackman

3226

State of Minnesota.

County of Winona.

In Probate Court.

In the Matter of the Estate
of Emeline F. Hodgins, Dec'd.
Inf. Incompetent

Receipt of the Heirs for resi-

due of Estate.

Filed June 26th, 1925.

Robert L. Ledy
Probate Judge.

3286

State of Minnesota,

County of _____

_____, Clerk.

In the presence of the _____
_____, _____
_____, _____
_____, _____

_____, _____
_____, _____
_____, _____

_____, _____
_____, _____
_____, _____

_____, _____
_____, _____
_____, _____

_____, _____
_____, _____
_____, _____

_____, _____
_____, _____
_____, _____

_____, _____
_____, _____
_____, _____

State of Minnesota,
County of Winona.

In Probate Court.

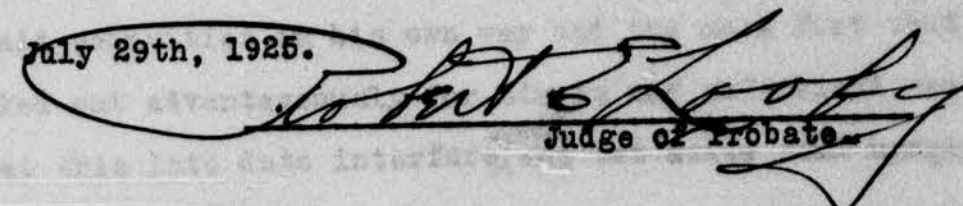
In the Matter of the Estate of)
Emeline F. Hodgins, Incompetent.) Order on Hearing of Petition to
set aside Agreement, Order on Guardian's
Account and order discharging Guardian
and sureties on his Bond.

The above entitled matter came on to be heard by the Court on the 25th day of June 1925. Ferdinand Kranz, of Minneapolis, Minnesota, appearing on behalf of the petition C. E. Blackman and H. M. Bierce, of Winona, Minnesota, appearing on behalf of C. M. Youmans, Guardian of the above named Emeline F. Hodgins, Incompetent.

The Court having heard the testimony of the witnesses produced at said hearing and having considered the same together with all the evidence offered at said hearing and upon all the pleadings and files in said matter;

IT IS ORDERED, that said petition be and the same is hereby denied.

Dated at Winona, Minn. July 29th, 1925.


Judge of Probate

Memorandum.

The petitioner in the above entitled matter seeks to have the agreement or stipulation approving of and consenting to the allowance of the Final account of the Guardian C. M. Youmans set aside and cancelled, together with the order allowing said Final account of said Guardian and the order discharging said Guardian and the sureties on his bond, on the ground, that the same was unjust, wrongful, fraudulent and void, and that said Guardian C. M. Youmans wilfully took advantage of said petitioner's lack of knowledge with reference to the mortgages and securities offered him in settlement, and that the whole settlement is inequitable and unconscionable.

The evidence produced at said hearing does not in any manner sustain

the contention of the petitioner. On the contrary the evidence shows that the Guardian C. M. Youmans purchased the securities complained of in good faith a number of years prior to the death of said Emeline F. Hodgins from a reputable Bank and that at the time of the said purchases said securities were regarded and were in fact a very high grade security. That prior to the turning over to said petitioner, his share of said securities, said petitioner was fully apprised of the nature of said securities and their, then, condition, not only ^{by} the Guardian, but also by the Secy. of said Bank from whom the securities were purchased and also by H. L. Buck one of the representatives of the estate of Emeline Hodgins, deceased, who was acting for and representing said petitioner in negotiating said settlement. Petitioner was a man of mature years, a graduate attorney at law, who had practiced said profession for a number of years and of more than average intelligence. The condition of the loans in said estate was well known to petitioner at the time he signed the agreement or stipulation and he offered no objection to signing the same. Since the settlement of said estate and the turning over to petitioner of his share thereof, said petitioner has attempted to handle said securities in his own way and the mere fact that the same have not worked out advantageously for him is not sufficient reason for the Court to at this late date interfere ^{with} and set aside said agreement or said orders heretofore mentioned.

From all the facts, circumstances, pleadings and files, and the evidence produced at said hearing the Court finds no grounds or reason for granting the relief prayed for in said petition, or for finding that any fraud was perpetrated upon said petitioner or upon the Court by said Guardian in obtaining the agreement settling the Final account of said Guardian.

Looby. J.

3236.

State of Minnesota,
County of Winona.
In Probate Court,

In the Matter of the Estate
of Mabeline F. Hodgins,
Incompetent.

State of Minnesota,
County of Winona,

ss. In the PROBATE Court.

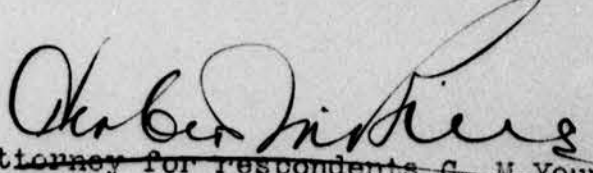
- - - - -
In the Matter of the Estate or
Guardianship of

Emeline F. Hodgins,
Incompetent.
- - - - -

To C. E. Blackman, petitioner herein, and
Ferdinand Aranz, Esq., his attorney:

You, and each of you, will take Notice that under date of,
and on, July 29th, 1925, the Judge of Probate for the County of
Winona, Minnesota, filed in said Probate Court in said above
named matter his order on the hearing on the petition of C. E.
Blackman seeking to set aside an agreement, order on guardianship
account and order discharging Guardian and the sureties on his
bond heretofore made and filed and entered herein, wherein and
whereby said Court Orders that said petition be and the same hereby
is denied in all particulars. Said order is based on all the facts,
circumstances, pleadings and files, and the evidence produced at
said hearing.

Winona, Minnesota,
July 29th, 1925.


~~Attorney for respondents C. M. Youmans,~~
Lethe B. Morrison, H. L. Buck and S.H.
Somsen.

3296

State of Minnesota,
County of Winona,
In the PROBATE Court.

In the Matter of the Estate
or Guardianship of
Emeline F. Hodgins,
Incompetent.

NOTICE
of Filing of Order herein, re-
petition of O. E. Blackman.

The due and personal service of the
within notice is hereby admitted
this 13th day of August, 1926, at
Winona, Minn.

O. E. Blackman
Attorney for petitioner, O. E.
Blackman.

Filed for probate

State of Minnesota,

PROBATE
DISTRICT COURTCounty of WINONA

In the Matter of the guardianship of Emeline F. Hodgins, Incompetent

Know all Men by These Presents, That we

Charles E. Blackman

principal and

The Etna Casualty & Surety Company, a corporation of Hartford, Connecticut

sureties,

are held and firmly bound unto Honorable Robert E. Looby, Judge of Probate Court

in the sum of Two Hundred Fifty and no/100 (\$250.00) Dollars, lawful money of the

United States, to be paid unto the said Honorable Robert E. Looby, his successors in office,

heirs, executors, administrators
or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and
administrators, firmly by these presents.Sealed with our seals, and dated this 19th day of August A. D. 1925The condition of this obligation is such that, whereas, the said Charles E. Blackman
DistrictCounty of Winona appealed to the Supreme Court of the State
of Minnesota, from the Probate Court in Winona County from a certain order of this
Court herein made and entered on the 29th day of July, 1925, whereby the Court
denied a petition made by the said Charles E. Blackman, herein, for an order vacating
and setting aside certain prior orders and proceedings had herein, to the District
Court in and for Winona County, Minnesota.

Now, Therefore, If the said Charles E. Blackman shall prosecute his said

appeal with due diligence to a final determination, pay all costs and disbursements
which shall or may be taxed against him, and abide by the Order of the said District
Court upon said appeal, then this obligation shall be null and void; otherwise to
remain in full force and effect.

Signed, Sealed and Delivered in Presence of

Ed MattstromMary F. DelaneyCharles E. Blackman (SEAL)

THE ETNA CASUALTY & SURETY COMPANY (SEAL)

By Carl R. Boll (SEAL)
Resident Vice PresidentAttest D. H. Saul
Resident Assistant Secretary

State of Minnesota, } ss.
County of Hennepin. Be it Known, That on this 19th day of
August A. D. 1925, before me personally appeared
Charles E. Blackman

as Principal
to me known to be the same persons described in and who executed the foregoing bond, and each for himself
acknowledged the same to be his own free act and deed.

Jordan and A. Henry
Notary Public Hennepin Co. Minn.
My commission expires 13th 1925

State of Minnesota, } ss.
County of _____

the sureties named in and who executed the foregoing bond, being first duly sworn, doth, each for himself
depose and say, that he is a resident and freeholder of the State of Minnesota, and worth the amount of
_____ Dollars above his
debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me this _____ day of _____, A. D. 19____

My commission expires _____, 19____

PROBATE
COURT
Judicial District
County of WINONA

BOND ON APPEAL

The within Bond, being in the sum and
with the sureties by me directed, is here-
by approved this 24
day of August A. D. 1925

Robert E. Looby
ROBERT E. LOOBY
JUDGE OF PROBATE
WINONA COUNTY MINN.
Attorney.

STATE OF MINNESOTA)

) 88.

COUNTY OF HENNEPIN)

On this 19th day of August 1925, before me appeared CARL R. BOLL and Richard R. SAUL to me personally known, who being by me duly sworn did say that they are respectively the Resident Vice-President and Resident Assistant Secretary of The Atna Casualty and Surety Company of Hartford, Connecticut, the Corporation which executed the foregoing instrument as Surety, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said Carl R. Boll and Richard R. SAUL acknowledged said instrument to be the free act and deed of said Corporation.

W. A. BONAFON

Clerk of Court, Hennepin County, Minn.
My commission expires Oct. 2nd, 1907.

Corporation.
D. J. Donahoe
D. J. DONAHOE

County Public, Hennepin County, Minn.
My commission expires Oct. 30rd. 1912

State of Minnesota
County of Winona

In Probate Court

In the Matter of the Estate of
Of Emeline F. Hodgins, Incompetent
C.M. Youmans Guardian.

NOTICE OF APPEAL

To Herbert M. Pierce, Esq.
Attorney for said C.M. Youmans
Guardian, S.M. Somsen, H.L. Buck
and Lethe B. Morrison.

Dear Sir:-

You will please take notice that the said Charles E. Blackman, hereby appeals to the District Court in and for the said County of Winona and Third Judicial District of the State of Minnesota from that certain order of this court herein dated, made and entered of record herein in said court on the 29th, day of July, 1925, whereby and by the terms of which the said Court denied the petition of said Charles E. Blackman, previously made herein, for an order setting aside and vacating certain prior orders and proceedings made and had in this matter theretofore, and from each and every part thereof.

Respectfully

Frederick and A. Krantz
Attorney for petitioner Charles E. Blackman.

716 Metropolitan Life Bldg

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3236

Original

State of Minnesota
County of Winona,

In the Matter of the Estate
of Emeline F. Hodgins
Incompetent.

NOTICE OF APPEAL FROM THE
PROBATE COURT

~~Due and personal~~ Service of the
within Notice of Appeal is hereby
admitted this 14th day of
August, 1925.

Charles E. Blackman
Attorney for Respondents

Ferdinand A. Kranz
Attorney for Charles E. Blackman
716, Metropolitan Life Bldg.
Minneapolis Minnesota

Filed August 24th 1925
Robert E. Looby
ROBERT E. LOOBY
JUDGE OF PROBATE
WINONA COUNTY MINN.