

Minnesota District Court (Carver County) Civil and criminal case files

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DISTRICT COURT,

Carver County, Minnesota. Hrury Ochmical Defendant 3/0 Dil Plaintiff's Attorney.

Plaintiff's Attorney.

Defendant's Attorney. Date of Entry Murch 3 19/3 Register of Actions, E Page / 2 K Term Tried Morel. 19/-3 Judgment for Rent Amount of Judgment 8 202. 5-5 Dute of Judgment Morent 22 uf 19 13 Judgment Book D Page 43 Date of Docketing March 224 10/3

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No

DISTRICT COURT,

A RETURN OF SERVICE—Defe of Personally Served. STATE OF MINNESOTA,	For sale by Free Press Printing Co., Mankato, Minn.
Benton in said County, on the	
upon the within named Defendant Hirry Sch	· · · · · · · · · · · · · · · · · · ·
with one — Scheener Copy thereof, at his last us with one — Scheener County, Defendant not being for Dated this 6 day of Floring	4: a person of suitable age and discretion, and.
Mileage, 20 8 200 3.00	Sheriff County, Minn. By Deputy.

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STATE OF MINUMPOTA COUNTY OF CARVER DISTRICT COURT
FIGHTH JUDICIAL DISTRICT

Fred Polsfuss

Plaintiff

VS.

SUMMONS

Henry chuman

Defendant

The State of Minnesota

To the above named Defendant:

You are hereby summoned and required to answer the Complaint of the plaintiff in the above entitled action, a copy of which said Complaint is hereto attached and herewith served upon you, and to serve a copy of your Answer to said Complaint on the Subscriber at his office in the Sity of Chaska in the Sounty of Carver and State of Minnesota within twenty days after the service of this Summons upon you, exclusive of the day of such service; and if you fail to Answer said Complaint, within the time aforesaid said plaintiff will take judgment against you for the sum of Two Bundred Bollars and interest thereon at the rate of 6% per annum from and since the 15th day of November 1912, together with the costs and disbursements of this action.

WElfull
Attorney for Plaintiff,
Chaska, Minn.

Fred Polsfuss Plaintiff VB. Henry Schuman Defendant Said plaintiff for his complaint in the above entitled action respectfully states and shows to the Court: (1) That on, to-wit, the 26th day of September, 1908, said plaintiff, he being then the owner in fee of the premises hereinafter mentioned, did, by an instrument in writing duly executed and acknowledged on said day, demised, leased and let unto said defendant for the full term of four years from and after the 1st day of December, 1908, at and for the agreed and stipulated annual rental of \$300, those certain premises situated in said County of Carver and known and described as follows, viz: 82 acres known as the Polsfuss farm in Sections 15 and 10 in Dahlgren Township. (2) That said defendant did in and by said instrument in writing hire said premises from said plaintiff for the full term afore said and agreed to pay as rental therefor said annual rental so agreed and stipulated, and agreed to pay said annual rental in Semi-annual installments of \$150 each, payable on the 15th day of July and the 15th day of November each year during said term. (3) That said defendant entered into and took possession of said demised premises under and pursuant to the terms of said instrument in writing and continued to hold and occupy the same for and during the full term created by said instrument under and by virtue thereof, and not otherwise.

DISTRICT COURT

BIGHTH JUDICIAL DISTRICT

STATE OF MINNESOTA

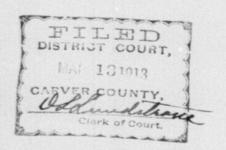
COUNTY OF CARVER

(4) That said defendant has paid each of said Memi-annual installments of said annual rental of said premises, except said installments which so became due and payable on the 15th day of July, 1912, and the 15th day of November, 1912, which said installments said defendant has neglected and refused to pay, although payment thereof has been duly demanded, except the sum of \$100, and that is now due and owing to said plaintiff from said defendant on account of said installments the sum of \$200 and interest.

Therefore plaintiff demands judgment against said defendant for the sum of \$200 and interest on \$50 of said sum from and since the 15th day of July, 1912, and on the balance and said sum from and since the 15th day of November, 1912, at the rate of 5% per annum, together with the costs and disbursements of this action.

Attorney for Plaintiff, Chaska, Minn.

Sestmel Court Teed Pologues Raintiff



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STATE OF MINUESOTA DISTRICT COURT COUNTY OF CARVER . EIGHTH JUDICIAL DISTRICT Fred Polsfuss, Plaintiff. ANSWER Henry Schuman. Defendant. Now comes the defendant and for his answer to the 11 complaint of the plaintiff herein: 12 Alleges that heretofore and on the 26th day of 13 September, 1908 plaintiff and defendant entered into a written contract for the lease of those certain premises mentioned in the complaint herein and apon the terms mentioned in the complaint herein. 2. Plaintiff further admits that there is due and owing upon said lease the sum of Two Hundred (\$200.00) Dollars. Further answering the defendant denies each and every allegation, matter and thing in said complaint contained save as in this Answer stated, admitted or qualified. 22 For a first counterclaim defendant alleges: That subsequent to the making of the lease and on or about the first day of December, 1911, the windmill and well upon said premises became out of repair and thereupon the defendant notified said plaintiff and the defendant herein threatened to give up the lease on said premises and to leave the same and to cancel and surrender said lease. Thereupon the plaintiff in consideration of the defendant retaining said lease and carrying out the terms and provisions of same and in consideration of his remaining upon said premises, agreed to

repair the windmill and well and to repair the roof upon the granary upon said premises and to make other repairs and improvements. That and from was made in earth That thereupon the defendant relying upon the promise of the plaintiff herein as above set forth, agreed to remain upon said premises and did remain upon said premises but the plaintiff herein wholly failed to comply with his said promise or any part thereof. That said windmill and well remained out of repair from the first day of December, 1911 up to the time the defendant surrendered said premises and the defendant herein 12 was unable to obtain any water supply whatsoever from the well to which said is windmill was attached. 14 That at said time plaintiff promised and agreed with the defendant herein that if he, the defendant, would haul water from the neighbors for a period of two or three days that he, the plaintiff, would repair the said windmill granary and make the other repairs and improvements. 5. That defendant relying upon said promise in addition to the promise hereinbefore alleged, did haul the said water 21 for a period of three days but plaintiff wholly failed to keep his said promise to repair said windmill, granary or to make other repairs and improvements. That said windmill and well remained out of repair from the first day of December, 1911 up to the time the defendant surrendered said premises and the defendant herein was unable to obtain any water supply whatsoever from the well to which said windmill was attached. That said premises were largely used for dairy purposes and the defendant herein had a large number of milch cows and other cattle and live stock upon said premises and said milch cows, cattle and live stock consumed large quantities of water daily.

and did haul water for said live stock each day from his various neighbors at a distance of approximately three quarters of a mile and was compelled to make trips of at least twice a day to said nieghbors for sufficient water to water said stock.

9. That the reasonable value of the hauling of said water was at least the sum of One Dellar (\$1.00) per day or the sum of Three Hundred Dellars (\$300.00).

10. That by reason of all the foregoing the mileh cows of the defendant herein were unable to secure an adequate supply of water daily and by reason thereof the amount of

nilk obtained from said cows decreased each day.

11. That said condition existed from the first day of December, 1911 until the 15th day of October, 1912 and that during all of said time the defendant herein was not able to obtain the amount of milk from said cows that he would have obtained from them had said windmill been in repair and the cattle enabled to obtain thereby a sufficient quantity of

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water.

12. That by reason of all the foregoing the amount of money received from the sale of the milk from said cows was

Two Hundred fifty and 00/100 (\$250.00) Dollars less than it would have been had said cows had a sufficient quantity of water

and that by reason thereof this defendant has been damaged in the sum of Two Hundred fifty and 00/100 (\$250.00) Dollars

value of the premises mentioned in the complaint herein have been decreased in the sum of Five Hundred fifty and 00/100 (\$550.00) Dollars and that the reasonable rental value of said premises from the first day of December, 1911 to the 15th

day of October. 1912, was the sum of One Hundred (\$100.00) Dollars and no more. II For a second counterclaim defendant alleges: That during the life of the lease herein he kept and used said granary for the purpose of storing grain therein. That the roof upon said granary was full of holes and during storms of various kinds the water seeped through said holes and upon the grain beneath. 10 That between the first day of December, 1911, and 11 the 15th day of October, 1912, rains upon divers occasions 12 penetrated said roof and upon wheat stored below and that 13 during said times by reason of the said rain seeping through 14 said roof twenty-five bushels of wh at were damaged and 15 destroyed and that the value of the wheat so damaged and destroyed was the sum of Twenty-five (825.00) Dollars. 17 That by reason of the foregoing the defendant has been damaged in the sum of Twenty-five (325.00) Dollars. 19 For a third counterclaim defendant alleges: 1. That between the first day of Mayk 1912 and the first day of June. 1912, at the special instance and request 22 of the plaintiff herein the defendant performed work, labor and services at manual work of the reasonable value and 24 agreed price of seven (97.00) Dollars. That no part of said sum has been paid though often 2. duly demanded. For a fourth counterclaim defendant alleges: That during the months of August, 1912, the defendant at the special instance and request of the plaintiff herein-30 furnished board and lodgings to two employees of the plaintiff 31 and three horses for a period of ten days. That the reasonable value and agreed price of said board and lodgings was the sum

of Thirty and 50/100 (\$30.50) Dollars.

2. That no part of said sum has been paid though often duly demanded.

For a fifth counterclaim defendant alleges:

- 1. That during the month of June, 1911 the defendant herein at the special instance and request of the plaintiff hauled one load of coment from Chaska to said farm. That the reasonable value of the services so rendered was the sum of Four and 00/100 (\$4.00) Dollars.
- 2. That no part of said sum has been paid though often duly demanded.

For a sixth counterclaim defendant alleges:

- I. That between the first day of June, 1911 and the first day of July, 1911, at the special instance and request of the plaintiff berein, the defendant hauled gravel for the plaintiff for three days. That the reasonable value of the services so rendered was the sum of Twelve (12.00) pollars.
- 2/ That no part of said sum has been paid though often duly demanded.

For a seventh counterclaim defendant alleges:

- at the special instance and request of the plaintiff herein performed manual labor for five days. That the reasonable value of the services so rendered was the sum of Ten and 00/100 (310.00) Dollars.
- 2. That no part of said sum has been paid though often duly demanded.

MANUFORE, defendant demands judgment against the plaintiff herein for the sum of Four Hundred thirty-two and 50/100 (\$452.50) Tollars together with the costs and disbursements herein.

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(Original)

DISTRICT COURT COUNTY OF GARVER

Fred Polsfuss.

Plaintiff,

VS

Henry Schuman,

Defendant.

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MAR 11 1913

CARVES COURT,

Clerk of Court.

Attorney for Defendant.

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STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

MIGHTH JUDICIAL DISTRICT.

FRED POLSFUSS

PLAINTIFF

-VS-

HENRY SCHUMAN

DEFENDANT.

Comes now said plaintiff and for his Reply in the above entitled action he respectfully states and shows to the Court:-

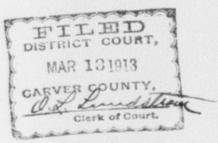
(I) That he denies each and every allegation of new matter and counter-claim set up in the Answer herein as specifically as tho the same were here again repeated and denied.

Wherefore plaintiff demands judgment as in and be his Complaint herein

Attorney for Plaintiff

Chaska, Minn..

· District Court County of Carvar. Fred Polyfuns Schman Sefendand. Kefly



• W. Chull
Attorney for Plaintiff

E 124

STATE OF MINNESOTA,

DISTRICT COURT,

Carver

Fred Palafus

Eighth

... Judicial District

No. 12

Against

Plaintiff

List of Jurors.

REMARKS

Henry Schuman

Defendant

Attorneys Mark Here

1 About Since Siske for
2 Williams Siske for
3 John James
4 Hred Scheidigger
5 Joseph Radewischer
6 Parnelius Stakens
7 Williams Raepke
8 Martin Ketcher
9 J. F. Campboll
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15 B.B. Milke

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STATE OF MINNESOTA,

County of

DISTRICT COURT.

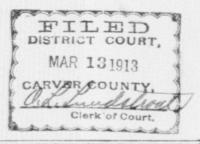
Fred Palefuss

Plaintiff

Against

Hrury Schuman Defendant

JURY LIST.



No. 982.

E124

State of Minnesota,	In District Court of said County,
County of Laster 188.	State Judicial District.
	March Term, 1963,
in the Matter of	,
The Wolsfield Plaintiff	
Herry Schulau Defendant	
assess his dymages in the sum of \$	e entitled action, find for the plaintiffand
Que Hundred Eightely	DOLLARS,
	F. Can Sol Foreman.
Dated at Chaska this 131	The any of March 1. D. 19063

DISTRICT COURT Judicial District Quarall Term, 1963 State of Minnesota, County of Carrel Verdict for Plaintiff In the Matter of Fre & Polyfus Thuy Schuman Filed in open Court the 13 K day of march 1983 Officetion

E124

NOTICE OF TAXATION OF COSTS

State of Minnesota, County of Garrer 88. Eight Fred Polyners Plaintiff Eury Thuman Sefendard	
county of Garrer 888. Cight	Judicial District.
The Species	
Plant H	
.85.	
Henry Schuman	
1 Defendant	
Sir: Please Take Hotice, That on the VV w day of March	1013
at 10 o'clock A M., application will be made to OL Lundelown	Esq.,
Clerk of said Court, at his office in the Court House in the	
of Charka in the Country of Garran and State of Minness	ota, to have the
within bill of costs and disbursements taxed and inserted in the judgment then and ther	
Dated Meh 1715 1983	
Yours respectfully,	
70 6 H 2.10 -	
To V. R. Crirran Eng Attorney for Place	
To V. R. Crirran Eng Attorney for Ala	may .
artorney for 20 of 100	

Judicial District, District Court, tann County of

Notice of Taxation of Costs and Bill of Costs and Disbursements. Due service of the within bill of disburse-ments and affidavit to same, and notice of taxation thereof, by delivery of copy thereof, is hereby admitted this

1n. 001

day of

Attorney for A.D. 1963 Filed this

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State of Minnesota, ss.

COUNTY OF CARVER.

Fred Polsfuss

DISTRICT COURT,

Eighth Judicial District.

Plainti	ff	
vs.	Plaintiff.	JUDGMENT
Henry Schuman		
	Defendant.	
The above entitled cause came on di	uly for trial by	the Court and a jury duly impaneled
and sworn to try the issues between the pa	rties thereto on	the Thirteenth day
of March 1913	W. C. Odell,	Esq.,
	ap	peared in behalf of the plaintiff , and
P. R. Curran Esq., appeared		
in behalf of the defendant . The said ju	ery, having hear	d the evidence, the arguments of coun-
sel, and the instructions of the Court, on the.	13th.	day of March
19 13 , duly rendered their verdict in subst	ance as follows:	we, The Jury impaneled and
sworn in the above entitled ac	tion, find fo	or the plaintiff and assess.
his damages in the sum of \$180,	100 One Hund	ired Eighty Dollars,"
Now Therefore, Pursuant to said verdi	et and on motion	of W.C. Odell, Eqq., -atterney.
	attorney for	r said Plaintiff
	T IS ORDERED,	ADJUDGED AND DETERMINED, That
and the Judgment of this Court	is thathe	above named plaintiff
have and recover of and from		
One Hundred Eighty Dollars (\$		
Disbursements herein taxed and		
55/100 Dollars, amounting in t		
Dellars, and that he have Execu	utien there	9r.
		······································
Witness the Hon P. W. Morris	on	Judge of said Court
and the seal thereof this2844	day of Ma.1	rch 1913
		L. Lundstrone
		Clerk.

DISTRICT COURT,

Fired March 22 2 1913 Clerk of the District Court.

LOUIS F. DOW CO , ST. PAUL

2/30

COUNTY OF CARVER.

JUDGMENT ROLL.

No. 2340

DISTRICT COURT,

Carver County, Minnesota.

R.K. Bal	Plaintiff
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Register of Actions,	E Page 123
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Register of Actions,	E Page 12 3
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Register of Actions, Term Tried Judgment for	E Page 12 3
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Register of Actions, Term Tried Judgment for Amount of Judgment, Date of Judgment	E Page 12 3
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Register of Actions, Term Tried Judgment for Amount of Judgment, Date of Judgment Judgment Book	E Page 12 3

.vo. 2616

State of Minnesota, 88

County of Carver

DISTRICT COURT

Eighth Judicial District

THE STATE OF MINNESOTA

r business urt for the in said
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Hereof fail not, on pain of the penalty that will fall thereon.

Witness the HON. P. W. MORRISON, Judge of the District Court aforesaid at Chaska this day of March A. D. 1963

Clerk of District Court.

State of Minnesota, county of Carver

DISTRICT COURT

	000	MII OF CARYER	1	, E	ighth Judicial Dis	triet.
		1	g to him a tru	served the with by reac e copy thereof,	in Subpæna on th ling said Subpæn im County and	ne within named
15.00	Service Milea	е,	By By		190/	Survey County
No. 2616	ATE OF MINNESOTA, COUNTY OF CARVER	ISTRICT COURT, Eighth Judicial District.	AGAINST	SUBPOENA	1 190 Clerk District Court. Returned and Filed 190	clerk.

No. 2618

State of Minnesota, ss

County of Carver

DISTRICT COURT

Eighth Judicial District

THE STATE OF MINNESOTA

GREETING:

C. G. Jank Dou are Bereby Commanded, That laying aside all and singular your business and excuses, you be and appear before the Challe of the District Court for the Eighth Judicial District and County of Carper at the Court House in said day of March 190 3, at 10 o'clock County, on the... noon, then and there to give evidence in the cause to be tried between ORIGINAL OC, deplaste , and armo Kersley also France ar amor Plaintiff Verk.

Defendant on the part of the

Hereof fail not, on pain of the penalty that will fall thereon.

Witness the HON. P. W. MORRISON, Judge of the District Court aforesaid at Chaska this day of March 1. D. 1963

O. L. Lundelin

Clerk of District Court.

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State of Minnesota, county of carver

DISTRICT COURT

Eighth Judicial District

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No O	COUNTY OF	DISTRICT C		AGAINS	SUBPO	pa	Clerk District Cou		

No. 2617

State of Minnesota, County of Carver DISTRICT COURT Eighth Judicial District

Eighth Judicial District

THE STATE OF MINNESOTA

	10 CHARLE CHARLES GREETING:
	Don are Bereby Commanded, That laying aside all and singular your business
	and excuses, you be and appear before the Joseph of the District Court for the
	Eighth Judicial District and County of Carrer at the Court House in said
T	County, on the day of March 1903, at 10 o'clock
GINA	in the form noon, then and there to give evidence in the cause to be tried between
ORI	Plaintiff, and forma Agrelin, also known as ame
	Terk, by Fottfrey Lebry, her general guardian
	Defindant on the part of the Alexander
	Hereof fail not, on pain of the penalty that will fall thereon.

Witness the HON. P. W. MORRISON, Judge of the District Court aforesaid at Chaska this
day of A. D. 1903

Clerk of District Court.

State of Minnesota, COUNTY OF CARVER

I hereby certify and return that I served the within Subpara on the within named by reading said Subpara to him in his presence, and by delivering to him a true copy thereof, in County and State aforesaid, on this day of Service.

Service, Sheriff of Carver County.

Fees, Mileage, Deputy Sheriff.

By Deputy Sheriff.

Deputy Sheriff.

No. 2622

State of Minnesota, 88

County of Carver

DISTRICT COURT

Eighth Judicial District

	THE STATE OF MINNESOTA
	TO Christ Fortge GREETING:
	Dou are Bereby Commanded, That laying aside all and singular your business
	and excuses, you be and appear before the fuel of the District Court for the
	Eighth Judicial District and County of Career at the Court House in said
	County, on the 12 day of March 190 3, at o'clock
1	in the after noon, then and there to give evidence in the cause to be tried between
CZ	1 U. d. Dolla
SIGI	Plaintiff, and ama Herster, also know as ama
0	Len +c.
	Defendant on the part of the Africant
	Hereof fail not, on pain of the penalty that will fall thereon.
	Vaitness the HON. P. W. MORRISON, Judge of the

District Court aforesaid at Chaska this day of A. D. 1903

Clerk of District Court.

SERVITA DE

State of Minnesota, county of carver

DISTRICT COURT

Eighth Judicial District.

	sence, an his Servie Milea,	e, ge,	ivering to	100 11 Vet	Edg Elby read	Sheriff of Career	him in his aforesaid, County.
No. 2622	STATE OF MINNESOTA, COUNTY OF CARVER	DISTRICT COURT, Eighth Judicial District.	R. X. Parter	AGAINST	SUBPOENA	Clerk District Court. Returned and Filed 199	ty Sheriff.

Carver

STATE OF MINNESOTA,

DISTRICT COURT,

Eighth

Plaintiff

. Judicial District

R. L. Betts

15 No.

Against

List of Jurors.

Anna Kersten, also known as Anna Gerk, by

Gottfrey Teborg, her general guardian Defendant Attorneys Mark Here REMARKS 11 12 13 14 15 16 29

STATE OF MINNESOTA,

county of learner

DISTRICT COURT.

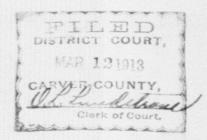
R. L. Batter

Plaintiff

Against

Jeberg, her general quarties

JURY LIST.



No. 982.

21.1.	. 1	Minnesota.
STATE	OT	4+1111111111111111111111111111111111111
- IIII	W.	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

county of Carved

IN THE MATTER OF

March Leveral Torm, 1913

A. J. Boold

Plaintiff

anna History, also History

al anna Decet, by

Ertifice Teleg, beggnardisce

Defendant

Wae, The Jury impaneled and sworn in the above entitled action, find for the defendant

Dated at Chaska this 12th

a Itrune Foreman.

of March .1. D. 1963

DISTRICT COURT. 8/1/ Judicial District

March Term, 1963

State of Minnesota, County of Cherel

VERDICT FOR DEFENDANT

IN THE MATTER OF

A.G. Bollo

anna Truslew hypher grandran

Filed in open Court the 1273

day of March 1983

O. Laudation

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STATE OF MINNESOTA, COUNTY OF CARVER,

IN DISTRICT COURT, EIGHTH JUDICIAL DISTRICT

R. L. Botts,

Plaintiff.

-V8-

Anne Kersten, also known as Anna Gerk, by Gottfrey Teborg her General Guardian, Defendant

Comes now said defendant and for his answer to the complaint of the plaintiff herein alleges:

Admits paragraph one of said complaint.

Further answering he denies said complaint and each and every part and portion thereof and the whole thereof.

W H E R E F O R E defendant demands judgment:

That said action be hence dismissed, and that plaintiff take nothing herein.

That defendant have his costs and disbursements herein.

John J. Fahey,

Defendant's Attorney,

Norwood, Minnesota.

State of Minnesota,

County of Carver.

Gottfrey Teborg, being duly sworn, says that he is the defendant in the above entitled action; that he has read the foregoing answer and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein stated on information and belief and as to those matters he believes it to be true.

Subscribed and sworn to before me this 3rd day of March, 1913.

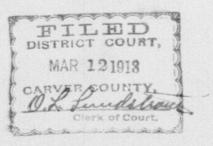
My Commission Expires April 6, 1913.

Taker,

Geborg

State of Minnesota

Court intiff. known as Ann Teborg her Defendant
known as Ann Teborg her Defendant
known as Ann Teborg her Defendant
Teborg her Defendant
Defendant
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e of the within
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admitted
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efendant,



Stare megatiniesota,		
County of Nicollet.	I hereby certify and return, that on the	13 =
day of February 1963, a	the City of St Pe	ter County and
State aforesaid, I served the Sum	mons and Complains	+
Superintenaent of St. Peter State Hospital f	I hereby certify and return, that on the the City of St Permons and Complains ten an Inmate and Dr. It for Insane, the Defendant named therein, by he py thereof.	anaing to and teating with
Dated this 13 th	day of February 191: Augus Sheriff of Ficolles	st Olson
Sheriff's Fee: Service, \$ 2.00	Sheriff of Sicolle	t County, Minn.
Travel, 4 miles 8 .40	By	Deputy
Italal \$2 40		

		7
State of Minnesota,		, ,
County of Garry 188.	I hereby certify and return, that on the	ne 14-45
day of Feb 1913, at the	he Village of Norver	County and
State aforesaid, I served the Sun	mous an landel	
hereto attached upon Lattey JE	borg. Bur: 1 auns/horts the	Defendant named therein,
by handing to and leaving with him per	sonally a true and correct copy thereof.	
Dated this 15 day	of February	1913
1110	GUS	Luta
Sheriff's Fees: Serve 2, \$	Sheriff of Garan	County, Minn.
Travel 8,400	By	Deputy.
10 8500		

RIGITH JUDICIAL DISTRICT.

L. Botts,

Plaintiff.

SULMONS.

Anna Kersten, also known as Anna Gerk, by Coffroy Teborg her General Guardian,

Deefendant.

THE STATE OF KINKEHOTA TO THE ABOVE BALED DEFENDANT: of the plaintiff in the above entitled action, which said and to serve a copy of your answer to the said complaint upon the subscriber at his office at 429 Plymouth Building in the City of Minneapolis, in the Harry County and State, for the sum of Seven Hundred Minty-nine and thirty-four Complaint demanded, together with interest thereon and for the costs and disbursements of this action.

Dated this 8" day of Julyary

A.D. 1913.

Attorney for the Plaintiff, 1429 Plymouth Building, Minneapolis, Linn.

ELORTHTOUDIUM DISTRICT Bouts, Anna Gerk, by Co#Swed Telerg her general Guardian and That the above coffers Perors is now the ALKUI, Second; - That on or about and between the Beth May or April A.D. 1908 and the 25th day of May A.D. 1909 the plaintist furnished to the defendant word, room, learing, shelter and service. Tolk :- That for said board, room, longing, shelter and service, thee defendant agreed to pay the plaintiff the aug of thirty dollars per month and that the same is and was of the ressonable value and worth of Thirty pollars per ponth. FOUNTH: - That by respon of the premises there became due Three Hundred Winty Dollars. FIRTH:-That no parth thereof has been paid, and that the same is now due and owing to the plaintiff. PLATETIES ANDRON:-

FIRST:- Plaintiff re-alloges paragraph one of Plaintiff8s first cause of action and pakes the same a part of this cause of action.

SECOND:- That on ar about the first dey of February A.D. 1910 and the leth day of October A.D. 1910, the plaintiff at the special instance and request of the de endent did and performed certain work labor and dervices for the defendant in tending to her business and on her farm.

TRIND:- That the said work labor and services were and are of the reasonable worth and value of Four Hundred Dollars. and that no part thereof has been paid though often demandeed and that the same is now still due and owing from the defendat to the plaintiff.

THE FOR A THIRD AND PURTHER CAUSE OF ACTION THE PLAINTIFF ADDRESS AND SHOWES TO THE COURT:-

ber A.D. 1910 thet defendent here borrowed from the plaintiff and the plaintiff at the special instance and request of the defendent loaned to the defendant the sum of Bighteen Dollrs. SECOND: That the defendent agreed to repay the said Eighteen dollars to the plaintiff on demand but that neo part thereof has been paid though often demanded save and except the sum of \$8.00 cents and that the sum of \$9.34 is still due and owing to the plaintiff to gether with interest thereon from the first day of October 1910 to date.

Third:— Plaintiff re-alleges paragraph one of plaintiff's first cause of action and makes the same a part of this cause of action.

WHEREFORE, Plaintiff prays judgment in his favor and against the defendant for the sum of \$390.00 as by his first cause of action set forth together with interest thereon from the 26th day of May 1909 to date at the rate of Sper cent per annum together with and for the

edditional sum of \$400.00 as by his second cause of action set forth together with interest thereon at the rate of 6 per den per annua from the fixteenth day of October 1910 to date to gether with and for the additional sum of \$9.34 together with interest thereon from the first day of October 1910 to date at the rate of 6 per cent per annum and for the costs and disbursements of the plaintiff in this action.

Attorney for the Plaintiff, #429 Plymouth Building, Linneapolis, Minn.

STATE OF MINIESOTA

R. L. Botts being first duly sworn on oath deposes and says that he is the plaintiff in the foregoing action a and that he has read the foregoing complaint and that the knows the contents thereof and that the same is true of his own knowledge.

ALABOULO

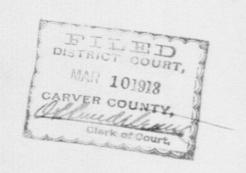
Subscribed and sworn to before me

this /0 der of filmer A.D? 1915.

Notary public Kanaba County, Minn. Ly commission expires Devil. 19,7

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Attorney at Law.

Ti mouth Eldg. NEAPOLIS, MINE.

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DISTRICT COURT,

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Petition of E for Change	os.	Land her he her barden. Liberary	meist.
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TO THE HONORABLE:

The District Court of the Eighth Judicial District of the State of Minnesota in and for the County of Carver.

Your petitioner, Elizabeth Muchlberg, respectfully states and represents to the Court:

- (1) That she is and for more than five years last past has been a resident of the Township of San Francisco in the County of Carver and State of Minnesota.
- (2) That on the 3rd day of November 1887 she was duly and lawfully joined in wedlock to one Albert E. G. Muchlberg.
- (3) That MAXIME there were born to your petitioner and her said husband the fruits of their said marriage five children, four of whom are now living, viz: Reuben E. age 22 years, Herman P. R. age 19 years, A. Elmer, age 16 years and Orrin W. age 14 years.
- (4) That on the 26th day of March 1905, by the Judgment and Decree of this Honorable Court, a devorce from the Bonds of Matrimony was duly decreed in an action wherein your petitioner was plaintiff and her said husband was defendant, and in and by said Judgment and Decree the custody and control of the children aforesaid was awarded to your petitioner.
- (5) That ever since the entry of said Judgment and Decree your petitioner, with her said children has maintained a home for herself in said Township of San Francisco.
- (6) That your petitioner is the owner in fee of the following lands situated in said County of Carver, viz: The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section Four (4) and the Northwest Quarter of the Northeast Quarter of Section Nine (9) all in Township 114 North, Range 24 West.

(7) That in and by the Deed undre and by which your petitioner took title to said above mentioned Real Estate your petitioner is mentioned and referred to by the name of Elizabeth Milberg.

(8) That said children of your petitioner are generally known by and use the name Milberg and your petitioner is generally known by and addressed as Elizabeth Milberg.

Wherefore your petitioner prays that by the proper Order of this Honorable Court the name be changed from that of Elizabeth Muchlberg to that of Elizabeth Milberg, and your petitioner will ever pray etc.

- Elyábeth Muchellung

W. Coldell

Attorney for Petitioner.

STATE OF MINNESOTA,
COUNTY OF CARVER.

Elizabeth Muchlberg being first duly sworn says that she is the above named petitioner; that she knows the contents of said petition and that the same is true.

Elyabeth Muels Cheng

Subscribed and sworn to before me

this 13th day of March 1913.

Clerk District Court
Carver County, Minn.

State of Minnesota County of Carver Elizabeth Muchlbry for change of names

Cetition

MAR 131913

CARVER COUNTY.

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STATE OF MINNESOTA COUNTY OF CARVER

DISTRICT COURT EIGHTH JUDICIAL DISTRICT.

IN THE MATTER OF THE APPLICATION OF ELIKABETH MUPHLBERG FOR CHANGE OF NAME TO THAT OF ELIZABETH MILBERG.

This matter came before the court at a General Term held at the Court House in the City of Chaska in said County and State on the 13th day of March 1913 upon the application of said above named Elizabeth Muchlberg for a change of name:

And said applicant having in and by her application on file described all lands in the State of Minnesota in or upon which she claims any estate or lien, and having appeared personally before the court and proved her identity by the testimony of two witnesses:

And it having been made satisfactorily to appear to the court by due proof that all of the allegations of the application on file herein are true, and that it is proper that said application be allowed and granted and that the name of said applicant be changed as therein prayed for:

Now, On Motion of W. C. Odell Esqr, attorney for said applicant, IT IS ORDERED, That the name of said applicant be and the same is hereby changed from that of Elizabeth Muchlberg to that of Elizabeth Milberg, by which latter name said applicant shall in future be called and known.

The lands in which said applicant claims to have an inter -est are described as follows, viz; The southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section Four (4) and the northwest quarter of the northeast quarter of Section Nine (9) all in Township II4, Range 34 West.

Scoller wer

Judge of said Court.

Eighth Indicat Dist
In The Matter of the
Application of Elizabeth
Muchlbrig for Change
of Married To that of
Elizabeth Milberg.

Decree_

ETT, HD
DISTRICT COURT,
MAR 251913
CARVED COUNTY,
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DISTRICT COURT,

Carver County, Minnesota.

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Luke	Reston Morney.
92	Bellevitty. Attorney.
	Defendant's Attorney.
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State of Minnsota, County of Carver,

In District Court, Eighth Judicial District

In the Matter of the appeal
of Olive D. Blacketter
from the Order of the Board of
County Commissioners of Carver
County, Minn., from its Order
Leying out a Public Road.

It is hereby stipulated and agreed by and betweenthe appell ant, Oliver D. Blacketter and the Board of County Commissioners of Carver County, Minnesota, that the petition, notices and road order in the above entitled matter be and the same is hereby set aside, unulled and in all things cancelled, inoperative and of no force or effect whatever.

parties hereto that the Court, his honor, P. W. Morrison, make his order cancelling, setting aside, and declaring the said petition, notices, road order and all proceedings lad by the Board of County Commissioners in reference to said road from which the above entitled appeal has been taken be in all things cancelled, set aside and annulled.

Made and dated at Chaska, Winnersta, this 18th day of October,

Attorney for Appellant, Oliver D.

Blacketter.

John (

County Attorney

State of Minnesota, County of Carver,

In District Court,
Eighth Judicial District

In the Matter of the Appeal of Oliver D. Blacketter from the Order of the Board of County Commissioners of Carver County, Minn., from its Order laying out a Public Road.

IT IS ORDERED upon reading and examining the hereto attached stipulation that the petition, road order, and all proceedings had by the Board of County Commissioners in connection therewith be and the same are hereby cancelled, annulled and set aside.

Dated at Chaska, Minnesota, this 13th day of October, 1913.

Judge of said Court.

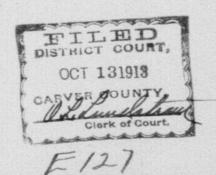
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District Court Carver County In the matter of the appeal of Oliver D: Blacketter from the of Caunty Com

Missioners of Caron

County, Much from

its order laying out a public Bond Stipulation for dis missal and order



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State of Minnesota, County of Carver,

In District Court, Eighth Judicial District.

In the Matter of the appeal of Oliver Blackketter, from the order of the Board of County Commissioners of Carver County, Minn., laying out and establishing a County road or public highway.

---BOND-

know all Men by these presents, That we, Oliver Blackketter as principal and Charles A Blacktette and prome County as sureties are held and firmly bound unto the Board of County Commissioners of the County of C arver in the State of Minnesota, in the sum of Two hundred and fifty Bollars, (\$250.00) lawful money of the United States, to be paid to the said Board of County Commissioners, or its successors in office, for the use of Carver County, Minn., for which payment we bind ourselves, our heirs, Executors, and administrators jointly and severally by these presents.

Signed with our hands and sealed with our seals this 22 day of March A. D. 1913, The condition of this bond is as follows, to-wit:

Whereas, the Board of County Commissioners has by its order made and dated at Chaska, Minnesota on the 25th day of February, I913, laid out and ordered to be laid out a public road upon the lands of Oliver D. Blackketter, which said lands are described as follows to-wit:— The North half of South east Quarter (N. I/2 of S. E. I/4) of Section One (I) in Township One hundred and seventeen (II7) Range twenty six (26) in Hollywood, Carver County, Minnesota; and whereas the above bounder Oliver D. Blackketter, is being aggrieved by said order of the County Board of Carver County. Minnesota made and filed as aforesaid, in laying out and establishing the said public road running thru the above described lands and whereas said Oliver D. Blackketter, having appealed from the said order of the said County Board of County Commissioners from said order laying out said road to the District Court of

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said Carver County from its order laying out said road; Now Therefore, if the said Oliver D. Blackketter, shall pay all costs arising from such appeal, in case the determination and order of said Board of County Commissioners is sustained, then in that case this obligation shall be null and void, otherwise it shall remain in full force and effect.

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Signed , Sealed and Del	ivered and the sold of
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X4 bader	and Charles of the Collect
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	- January Minesson
State of Minnesota,	
County of Carver,	
	that on this 22 day of March A.
	efore me Oliver D. Blackketter, as
principal and Sharles Anlack	Kitter and Jeromi Ve are son
to me well known to be the p	ersons who executed the above and
foregoing Bond and they each	acknowledged to me that they execu
ed the same as their free ac	t and deed for the uses and purpose
therein expressed.	
	Luy E Halgren
	Notary Public, in and for Carver County, Minnesota.
My Notarial Commission expir	es on the 12 day of Oct 19/8
State of Minnesota,	
County of Carver.	0
Charles Hillas	KKeller and Jerome Peurseon
being first duly sworn on ca a free-holder of the State o	th each deposes and says that he is f Minnesota and worth the sum of Free and above his debts and property
exempt from execution.	Sharles the Blace
Subscribed and sworn to befo	re me - Desoir Chiarman
this A 2 day of March 1913.	The second of th
Buy E Halgun	
Notary Public, in and for My Notaril Commission expire	Carver Co., Minn.

State of Minnesota County of Carver being first duly sworn on oath deposes and says that on the _____ day of March 1013, he personally served the hereto attached notice of appeal upon the Town Clerk of the Township of Watertown, and upon _____ the Town Clerk of the Twonship of Hollywood, in Carver County, Minnesota, by then and there leaving to each of them a true copy of said notice of appeal and directing him to file the same in his office of Town Clerk of his respective town, and that on the day of March 1913, he served the foregoing notice of appeal upon Charles Buschkowsky Sr,, the Chairman of the Board of County Commissioners of Carver County, Minn., and that on the ____ day of March 1918, he filed a copy of said notice of appeal in the office of the County Auditor of said Carver County, Minn. Subscribed and sworn to before me this ____ day of March, 1913. Notary Public in and for Carver County, Minn. My commission expired

Unique STATE OF MINNESOTA County of Macker IN DISTRICT COURT 8 th Judicial District

In the Matter getter of peak of Oliver D. Black Kester from the order of the Bound of Carnety Courty laying out the lestablishing a road Mugheron

Oliver D. Black Necles

Bound of Caccity Com-missions of Carow County, Rasponded,

LUKE K SEXTON, Attorney for

appecent Litchfield, Minn.

FILED DISTRICT COURT, MAR 22 1913 CARVER COUNTY, Of Sundaher

andles County County Municiola herte approve the within Boul dies 22nd day gellach 1913 1.19 Loundly County Cudler County, his

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Court of Canan Quely

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State of Minnesota

County of Carver.

District Court

8th Judicial District

Oliver D. Blackketter Appelant

na

The Board of County Commissioners

of the County of Carver, Minnesota Respondent

NOTICE OF APPEAL.

To the Board of County Commissioners of Carver County, Minn.

Gentlemen: -

You will please take notice that Oliver D. Flackketter, the appellant above named having filed his bond in accordance with the law hereby appeals to the District Court of the County of Carver, in Minnesota, 8th Judicial District, from that certain "Final Order on County Road" and from that certain determination, order and award of damages, nade by the Board of Connissioners of the County of Carver, Minn., and filed in the office of the County Auditor of said Carver County, February 25, 1913, wherein and whereby the said Board of County Commissioners of said Carver County, attempted to lay out and establish a four rod road, as follows towit:

Deginning at the North-east corner of the South-west quarter (1) of Section No. Six (6) Township One Hundred Seventeen (117) of Range Twenty-five (25) and running thence West on the center line of said Section No. Six (6) Town of Water-town and thence West on the center line of Section No. One(1) Town of Hollywood, thence South on the center line of said Section One (1), Bighty rods, and there terminating and not connected with any other road;

That said appeal is taken upon the following grounds and for the following reasons:

That the Order, Determination and Award attempted to be 2 made as aforesaid by the Board of County Commissioners of Carver County, Minnesota, was and is wholly without authority of law, is illegal and void on the part of the Board of County 5 Commissioners of Carver County. 6 2nd. That the said Board of Carver County in laying out 7 said proposed road above described was wholly without jurisdiction of law, and said Board of County Commissioners never acquired jurisdiction over the appellant or the premises and lands owned by him, which are as follows towit: The 11 North One-half of the South-east Quarter (No of SE4) of Section One (1), Township One Hundred and Seventeen (117), Range 13 twenty-six (26); and that all acts and proceedings had or attempted to be had on the part of the County Commissioners of Carver County, Minn., relative to the laying out of said road over and across the lands of this appellant is wholly illegal and contrary to law; 18 3rd. That said road above described, so attempted to be laid 19 out by the Board of County Commissioners of Carver County, is 20 unnecessary and impracticable, and the opening up of the said 21 road would be a great and unnecessary expense to said Carver 22 County. 23 4th. That the amount of damages purported to be awarded to 24 this appellant, Oliver D. Blackketter, by the Board of County 25 Commissioners of Carver County, by reason of its attempted 26 laying out of said road aforesaid, is inadaquate to the 27 actual damages sustained by the said Oliver D. Blackketter, the 28 appellant herein, if said road should be laid out and opened, he 29 will be damaged as a result thereof in the sum of \$500.00. 30 5th. That if for any reason that the appellant should fail 31 in knocking out or causing the above described road to be 32 knocked out or fail to reporte the said order of the Board, then 33 in that case, he, the said appellant, herein, appeals from the award of damages of the Board of County Commissioners of 35

of Carver County, wherein said Board awards him the sum of \$150.00 for the lands taken, and damages occasioned by said Board of County Commissioners for the Baying out and construction of the above proposed road, upon the ground that said damages are absolutely inadaquate and dis to the value of the lands which will be taken, for said road, and that \$500.00 is a fair and reasonable value of such lands and damages occasioned to the appellant, Oliver D. Blackketter, by reason of the laying out of said proposed road described in the Order of County Commissioners filed with the County Auditor of Carver County, on February 25, 1913. 6th. That this appeal is taken for the purpose of reverseing entirely said Order of the Board of Commissioners above mentioned, and each and every part and portion therof, and for the furthur purpose that in the event of the said road being established and that said Order so made being affirmed by this Court to compel the payment to appellant of the sum of \$500.00 as his damages by reason of the laying out of said road, together with his costs and disbursements herein. Made and dated this 20th day of March, 1918. Clives I Stackhette

Kr K. Dexion Attorney for appellant.

Appellant.

State of Minnesota Scounty of Meeker

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of appeal; that he has heard read the above and foregoing notice of appeal; that he knows the contents thereof and that the same is true of his own knowledge; except as to those matters therein stated on information and belief and as to those matters
he believes lit to be true.

Oliver D. Black for the

Subscribed and sworn to before me this 20th day of March 1913.

My cormissions expires Sept. 3, 1916.

AFFIDAVIT OF THE PERSON WHO SERVES THE HERETO STACHED NOTICE OF APPEALTUPON THE TWO TOWN CLERKS, THE COUNTY AUDITOR, AND CHAIRMAN OF THE COUNTY BOARD.

State of Minnesota ss

___ being first duly sworn on oath deposes and says that on the _ 2220 day of March 1913, he personally served the hereto attached notice of appeal upon Of Johnson the Town Clerk of the Township of Watertown, and upon John Tholka the TownClerk of the Township of Hollywood, in Carver County Minnesota, by then and there leaving to each of them a true copy of said notice of appeal and directing him to file the same in his office of Town Clerk of his respective town, and that on the 22nd day of march 1913, he served the foregoing notice of appeal upon Charles Buschkowsky Sr., the Chairman of the Board of County Commissioners of Carver County, Minn., and that on the 22nd day of March 1913, he filed a copy of said notice of appeal in the office of the County Auditor of said Carver County, Minn.

Subscribed and sworn to before me this 22 nd day of March 1913.

Registery Deeds in and for Carver County, Minn.

My commission expires

Notice y appeal of Olion D. Blackters from the order of the Bound of County Commession & of Cerosi Candy, Mini from its order laying Olion D. Blackhester appealant The Board of Cauchy Communiconers of Current County, Mini Responded

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FILED DISTRICT COURT, MAR 221913

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DISTRICT COURT,

Carver County, Min	nnesota.
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	tiff's Attorney.
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Defenda	nt's Attorney.
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State of Minnesota. County of Carver

DISTRICT COURT

Eighth Judicial District.

The State of Minnesota to the Sheriff of the County of Carver.

Whereas, Judgment was rendered on the 7th. day of April in the year 1913, in an action in the District Court of the State of Minnesota, for the eighth Judicial District, in the County of Carver, between

The Farmers State Bank of Waconia, a corporation

Plaintiff, and

John Fritz and Katherine Fritz

Defendant,

in favor of said Farmers State Bank of Waconia, a corporation

and against said John Fritz and Katherine Fritz

for the sum of One Hundred Ninety-six and 60/100 -----

Dollars; as appears by the Judgment Roll filed in the office of the Clerk of said Court, for said County of Carver.

And, Whereas, Said Judgment was docketed in your County on the 7th.

day of April in the year 19 13, at 10 o'clock A.M., of that day, and the sum of One Hundred Ninety-six and 60/100 ----- Dollars is now actually due thereon, with interest on \$ 196.60 from April 7th.

A. D., 1913, with \$ accrued costs.

Therefore, You are hereby required and commanded to satisfy the said Judgment, with interest, out of the personal property of the said Judgment Debtor within your County; and if sufficient personal property cannot be found, then out of the real property in your County belonging to said Judgment Debtor on the day when said Judgment was docketed in your County, or at any time thereafter not exceeding ten years; you are also required to return this Execution within sixty days after its receipt by you, to the Clerk of the said District Court in and for the County of Carver

Witness, The Hon. C. M. Tifft

of the District Court aforesaid, at Chaska, Minnesota

this 14th. day.of August

in the year of our Lord 1922 Level planses Clerk.

EXECUTION

DISTRICT COURT

Eighth Judicial District, County of Carver. Execution to County of Carver. THE SHERIFF OF Cary will collect on the within Execution \$ 96 with interest on that sum from the The together with \$ accrued costs County and accrued costs in his County

Witness, My hand RETURN UNSATISFIED County. Deputy.

Deputy.	By	.Wileage, \$
County, Minn.	Sheriff, of	Sheriff's Fees: Certificate, \$
		A. D. 19
day of	day	Dated at this
wholly unsatisfied.	therefore return the same	the within execution, or any part thereof. I therefore return the same wholly unsatisfied.
out of which to satisfy		the within named defendant
real or personal, belonging to	ble to find any property,	personal search and inquiry, I have been unable to find any property, real or personal, belonging to
I hereby certify and return that, after due and diligent	hereby certify and return	County of I
		88.
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RETURN SATISFIED—MONEY PAYMENT suta, \[\begin{align*}	Deputy.	By	
Tate of Mileage, & By RETURN SATISFIED—MONEY PAYMENT y of Mileage, & RETURN SATISFIED—MONEY PAYMENT 18. I hereby certify and return the within execution by payment of the money therein demanded, this day of	County, Minn.	Sheriff of	
Tate of Himmesota. by payment of the money therein demanded, this By By By By And return the within execution day of			D. 19
Mileage, & By RETURN SATISFIED—MONEY PAYMENT P of Minurenta, 88. I hereby certify and return the within execution by payment of			
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\$		TISFIED-MONEY PAYMENT	RETURN SAT
	Deputy.	By	Mileage, S.

I hereby certify and return the within execution satisfied

County, Minn

Sheriff of Carver County.

for this Execution and

Returned and filed in the office of Clerk of District Court of County, Minn.,

his fees and legal disbursements.

Received assay 19"

Clerk. Deputy

Per

A. D. 19

No. 6

GOUNTY of CARVER. ss I HEREBY CEITIFY AND RETURN, That at the day of Fiby	
COUNTY of CARVER (88	
Jour & Buton C. I HEREBY CENTIFY AND RETURN TO	
County and State aforesaid	
day of 7. Ly A. D. 1963 I served the See	
hereto attachen una di	
by then and there handing to and leaving with them personally a true and correct copy thereof. Dated this 1911 day of February 1963	
Dated this I The day of I by 1963 Lag. Sheriff's fee service and leaving with them personally a true and correct copy thereof.	
any of F. Lay 9. 1963	
Sheriff's for 100	
Sheriff's fee service, \$ / 00 Sheriff of Carver County, Minn. Total \$3.00 By Christ Offee (County)	
Total 83, 00 By Christ Eller	
Travel 82.00 Sheriff of Carver County, Minn. By Christ Offer Deputy	

State of Minnesota, Les
land the state of
COUNTY of CARVER. I HEREBY CERTIFY AND RETURN, That at the Village of Konsood Carve County and State aforesaid, on the 1 3 th day of Liby. A. D. 1963., I served the Summons and Complaint
County and State aforesaid, on the
day of Helby A. D. 1913 I served the Durmous and Complaint
by then and there handing to and leaving with them personally a true and correct copy thereof.
Dated this 18th day of hely gold Gatz
Sheriff's fee service, \$ 1.00 Sheriff of Carver County, Minn.
Travel 40 miles & 4,00 By Christ . Effect Deputy
Total 8.5.02 By Smile Confer Deputy
101111

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STATE OF MINNESOTA, COUNTY OF CARVER,

IN DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

The Farmers State Bank of Waconia, a corporation, Plaintiff.

-ve-

John Fritz and Katharine Fritz,

Defendants.

THE STATE OF MINNESOTA to the above named DEFENDANTS:

You, and each of you, are hereby summoned and required to answer the complaint in the above entitled action of which a copy is hereto annexed and herewith served upon you and to serve a copy of your answer thereto upon the subscriber at his office in the village of Norwood, Minnesota, within twenty days after the service of this summons upon you, exclusive of the day of such service.

If you fail to answer the complaint within such time the plaintif will take judgment against you and each of you for the sum of One Hundred and Fifty Dollars with interest and costs as prayed in the complaint.

Plaintiff's Attorney,

Norwood, Minnesota.

STATE OF MINNESOTA, COUNTY OF CARVER, IN DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

}}

The Farmers State Bank of Waconia, a corporation, Plaintiff.

-V8-

John Fritz and Katharine Fritz,

Defendants.

The plaintiff in the above entitled action complaining of the defendants therein alleges:

That said plaintiff is now and has been during all the times hereinafter mentioned and referred to a banking corporation organized and existing under and by virtue of the laws of the state of Winnesota, and having its principal place of business at Waconia in said state.

of November, 1910, for value received said defendants and each of them made, executed and delivered to plaintiff their certain promissory note in writing and wherein and whereby they and each of them promised and agr pay to said plaintiff the sum of One Hundred and Fifty Do. A May 25th, 1911, with interest thereon at the rate of eight per cent per annum until paid.

That no part or portion of said note has been paid.

That plaintiff now is the owner and holder of said note.

WHEREFORE, Plaintiff demands judgment:

- (1) For the sum of One Hundred and Fifty Dollars with interest on said sum at the rate of eight per cent per annum from and after the 25th day of November, 1910.
 - (2) For its costs and disbursements herein. A

Plaintiff's Attorney,

Norwood, Minnesota.

ORIGII NAL

District Court

" Carver County

The Farmers State Bank of Waconia, a cornoration

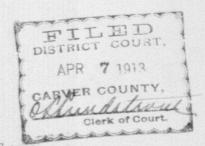
- VS-

John Fritz and Katharine Fritz

SUMMONS AND COMPLAINT

John J. Fahey,
Plaintiff's Attorney,

Morwood, Minn.



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State of H	linnesota,
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V Commission expires June 1, 1917.

County of Carver

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District Court

Eighth

Judicial District

The Farmer ration. Plaintiff	s Sta	te B	ank o	f Wad	conia	, a c	orpo.		
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Statutory Costs, -			-					-	\$ 10.00
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Subscribed and sworn to b							1	1	hey
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County of Carver State Bank of Waconia, a corporation, Plaintiff -vs- John Fritz and Katherine Fritz, Defendants State of Minnesota, County of Carver John J. Fahey. being first duly sworn, deposes and says that he is the Attorney for the Plaintiabore entitled action; that the summons and complaint in said action was duly seved Defendant Stherein, on the 13th, and 15thday of February 19-13, as at the return thereon; that more than twenty days have clapsed since the service of said and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney cause, nor has said Defendant s, or either of them, in any manner appeared therein, by Attorneys, and Plaintiff prays judgment according to law. Subscribed and sworn to before me this 5th day of April 1913. NOTABLY EVALUATION SUBJECT SUBJE	al Distric
John Fritz and Katherine Fritz, Defendants State of Minnesota, County of Carver John J. Fahey, eing first duly sworn, deposes and says that he is the Attorney for the Plaintitive entitled action; that the summons and complaint in said action was duly served Defendant therein, on the 13th, and 15th day of February 19 13, as a he return thereon; that more than twenty days have elapsed since the service of said and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney ause, nor has said Defendant to reither of them, in any manner appeared therein, by the therwise, and Plaintiff prays judgment according to law. Subscribed and sworn to before me this 5th day of April 1913	ii Distric
State of Minnesota, John J. Fahey, eing first duly sworn, deposes and says that he is the Attorney for the Plaintifictore entitled action; that the summons and complaint in said action was duly served Defendant Stherein, on the 13th, and 15th ay of February 19 13, as a he return thereon; that more than twenty days have elapsed since the service of said and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney ause, nor has said Defendant S, or either of them, in any manner appeared therein, by the therwise, and Plaintiff' prays judgment according to law. Subscribed and sworn to before me this 5th day of April 1913	
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Subscribed and sworn to before me this 5th day of April 1913 NOTAHY PROLID SELECTION SOUNDS. MINN.	orney c
Sth day of April 1913 (John J. Hahler	
NOTAHY PARILE NATIVE COUNTY, MINN.	1

DISTRICT COURT

County of County of Manuer

Affidavit of Disbursements and no Answer

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Filed in my office this 19/5

day of Manuer

County of Lemme Anion.

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STATE OF MINNESOTA, COUNTY OF CARVER.

IN DISTRICT COURT, FIGHTH JUDICIAL DISTRICT

The Farmers State Bank of Waconia, a corporation,

Plaintiff

JUDGHENT

-VS-

John Fritz and Katherine Fritz,

Defendants.

The summons and complaint having been personally served on the defendants herein and each of them, respectively, on John Fritz on the 13th day of February, 1913, and on Katherine Fritz on the 15th day of February, 1913, and no answer or demurrer having been served upon the attorney for the plaintiff within twenty days after the service of the summons and complaint on said defendants as aforesaid, or at all, and an Affidavit of N o Answer having been filed in this office, Now, Therefore, On Motion Of John J. Fahey, Esq., Attorney for the plaintiff It Is Ordered, Adjudged and Decreed:

That the plaintiff the said Farmers State Bank of Waconia, a corporation receiver of the defendants and each of them the sum of \$179.00 together with \$17660 costs and disbursements, amounting in the whole to \$196.60.

Dated this 7th day of April, 1913.

Witness the Honorable P. W. Morrison,

Judge of said Court.

By J. R. Dundstrand

State of Minnesota

The Far	rmers State	Bank of
	a, a corport	ation tiff.
John Fritz,	-vs- ritz and Ka	
	JUDGMENT	
Jue and p	ersonal service	admitted
this	day of	19
A	ttorney for	
A	ttorney for	
FT	LHD.	Minnesota
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DISTRICT COURT,

Carver County, Minnesota.

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Date of Entry &	Defendant's Attorney. 2 Siil 7 2 10/3
	s, E. Page 130
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State of Minnesota,) ss County of Carver.)

IN DISTRICT COURT. EIGHTH JUDICIAL DISTRICT.

I hereby certify and return that I personally served the within Summons and Complaint upon George Bongard, the Defendant herein, by rading
the same and leaving with said George Bongard a true and corect copy of said
summons and Complaint, in said county, on the I4th day of September, 1912.

Fees, \$1.00

Sworn and subscribed to before me this 17th day of Sept., 1912.

Justice of the Peace. Carver Co., Minn. STATE OF MINNESOTA
COUNTY OF CARVER

IN DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

Bertha Bongard,

Plaintiff.

-VS-

George Bongard,

Defendant.

THE STATE OF MINNESOTA to the above named DEFENDANT:

You, George Bongard, are hereby summoned and required to answer the complaint in the above entitled action of which a copy is hereto annexed and herewith served upon you, and to serve a copy of your answer thereto upon the subscriber at his office in the Village of Norwood, Carver County, Minnesota, within thirty (30) days after the service of this summons upon you, exclusive of the day of such service.

If you fail to answer the complaint within such time the plaintiff will apply to the Court for the relief demanded therein.

Norwood, Minnesota.

IN DISTRICT COURT STATE OF MINNESOTA, EIGHTH JUDICIAL DISTRICT COUNTY OF CARVER, Plaintiff. Bertha Bongard, -VS-Defendant. George Bongard, The plaintiff in the above entitled action complaining of the defendant therein alleges: Fol.1. 1. That plaintiff and defendant are and for more than one year immediately preceding the time of the commencement of this action have been residents of the County of Carver, and State of Minnesota. 2. That on the 26th day of November, 1895, in this State the plaintiff and defendant were duly married, and ever since have been and now are husband and wife. 3. That there are living of the issue of said marriage no children. Fol. 2 4. That since said marriage the defendant has treated plaintiff in a cruel and inhuman manner, and since the year 1902 has repeatedly committed acts of cruelty and violence upon plaintiff, and in particular as follows; during nearly all the time that plaintiff and defendant lived together since the said date of their marriage excepting at rare intervals, defendant has been an excessive and habitual user of intoxicating liquors and Fol. 3. has repeatedly in fits of anger usually superinduced by drink, and while in his habitual states of intoxication, committed acts of cruelty upon this plaintiff of which but a few specific instances are herein set forth. 5. That as early as April 1902, and shortly after their marriage, defendant commenced abusing and maltreating plaintiff by addressing himself to her using the most vile names and abusive language at his command and repeatedly cursed and swore

at plaintiffan accused her of being lazy and indolent and of being g untrue to him and of being unfaithful in their marriage relation. Fol. 4. That said defendant continued his usual course of drunkness to the present time from the month of April, 1902, and during all of said time defendant neglected his work and neglected to care for and provide for this plaintiff so that it became necessary to for her to take in washing and to do all kinde of menial jobs of work in order that she might provide clothing and food and shelter and her said drunken and debauched husband, 6. That during the month of November, 1909, the exact date of which is unknown, this defendant assaulted and beat plaintiff Fol. 5. and called her the most vile and opprobrious and unprintable names and cursed and sworm at plaintiff and threatened her life all of which was done while defendant was in a drunken frenzy and rage. 7. That on the 7th of September, 1912, defendant assaulted and beat plaintiff, struck her with his clinched fists, and pinched her arms until they were black and kuke blue. That he threatened her life and told her that if she ever came to live with him again he would kill her; that he drove her from the boarding house operated by plaintiff and which she occupied as a home in the night Fol.6. time so that it was necessary for her to leave her said home and to seek shelter elsewhere. 8. That at divers other times and on several occassions not mentioned in this complaint, the dates of which plaintiff does not now recall, the defendant treated plaintiff in a cruel and inhuman manner similar to the specific instances hereinbefore described and during nearly all the time herein referred to defendant spent and squandered what little money he did earn and contributed almost nothing to the support of this plaintiff so that it was necessary for plaintiff to provided and work in order to live. 9. That for a long time prior to the 7th of September, 1912, defendant so conducted himself towards plaintiff constantly upbraiding and scolding her and accusing her of being lazy and indolent and of being untrue to him and unfaithful to the marriage

relation and of threathing to kill her, that her life became burdensome and unbearable and her health greatly impaired and injured, and that on the 7th day of September, 1912, he drove this plaintiff from her said home and threatened to kill her if she ever returned thereto, and plaintiff believing and apprehending her life to be in danger left said home on said 7th day of September, 1912, and is now living apart from this defendant.

That plaintiff is wholly without money or property of her own except her household property which is now in the possession of the said defendant.

The above plaintiff alleges for her first cause of action. For her second cause of action plaintiff allages:

- 10. She re-alleges and re-avers all of the matter herein set forth as fully and to the same extent as if the same were restated herein.
- 11. That defendant has been in a state of habitual drunkness for the space of one year immediately preceding the commencement of this action.
- 12. That plaintiff's maiden wame was Bertha Manteuffel.

 WHEREFORE Plaintiff prays judgment of absolute divorce dissolving the marriage relation heretofore existing between plaintiff and defendant, and for such other and further relief as to this Court may seem equitable and proper. John J. Fahey,

Plaintiff's Attorney,

Morwood, Minnesota.

Fol. 7

State of Minnesota

- C	ounty of Carver.
	District Court
7	Bertha Pongard, Plaintiff
	- 78-
	George Fongard, Defendant
	Summons and Complaint
Due	and personal service of the within
	admitted
this	day of19
	Attorney for
	John J. Fahey,
	Attorney for Plaintiff
F	Minnesota
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STATE OF MINNESOTA, COUNTY OF CARVER,

IN DISTRICT COURT, EIGHTH JUDICIAL DISTRICT

Bertha Bongard,

Plaintiff

-V8-

Defendant

George Bongard,

It is hereby stipulated and agreed by and between the above named parties that the answer interposed herein be withdrawn and that the said plaintiff may bring on said action and have the same heard and determined without notice, and that said defendant waives all notice of trial in said matter.

Dated this 4th day of April, 1913.

Attorney for Defendant

State of Minnesota

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STATE OF MINNESOTA, COUNTY OF CARVER.

IN DISTRICT COURT. EIGHTH JUDICIAL DISTRICT.

Bertha Bongard,

Plaintiff : FINDINGS

-VS-

AND

George Bongard,

Defendant .: DECISION

The above entitled action came on for trial and determination by the Court without a jury, at the Chambers of said Court, in the Village of Norwood, Carver County, Minnesota, on the 5th day of April 1913.

John J. Fahey, Esq., an attorney at law residing at Norwood, Minneseta, appeared for the plaintiff.

Peter R. Curran was the attorney of record for the defendant but a stipulation was filed in which it was agreed by and between the respective parties and their attorneys that the answer in said cause be and was withdrawnd and that said cause come on for trial without notice. All notice on the part of the defendant being waived expressly by said stipulation.

After hearing the allegations and proof of the plaintiff, and her witnesses Barbara Nother and Dr. J. B. sover, and the argument of Counsel for said plaintiff, and being advised in the premises, I HEREBY MAKE AND FILE THE FOLLOWING FINDINGS OF FACT AND CON-CLUSIONS OF LAW CONSTITUTING MY DECESION IN SAID ACTION.

FINDINGS OF FACT

- That plaintiff and defendant are and for more than one year immediately preceding the time of the commencement of this action have been residents of the County of Carver, and State of Minnesota.
- 2. That on the 26th day of November, 1895, in this State the plaintiff and defendant were duly married, and ever since have been and now are husband and wife.
- 3. That since said marriage the defendant has treated the plaintiff in a cruel and inhuman manner, and since the year 1902 has repeatedly committed acts of cruelty and violence upon plaintiff, and in particu-

lar as follows: during nearly all the time that plaintiff and defendant lived together since the date of their marriage excepting at rare intervals, defendant has been an excessive and habitual user of intoxicating liquors and has repeatedly in fits of anger usually superinduced by drink, and while in his habitual state of intoxication, committed acts of cruely upon this plaintiff of which but a few specific instances are herein set forth.

4. That as early as April, 1902, and shortly after their marriage defendant commenced abusing and maltreating plaintiff by addressing himself to her using the most vile names and abusive language at his command and repeatedly cursed and swore at plaintiff accusing her of being lazy and indolent and of being untrue to him and unfaithful in

5. That said defendant continued his usual course of drunkness to the present time from the month of April, 1902, and during all of said time defendant neglected his work and neglected to care for and provide for this plaintiff so that it became necessary for her to take in washing and to do all kinds of menial jobs in order that she might provide clothing and food and shelter for herself and her drunken husband.

their marriage relation.

- 6. That during the month of November, 1909, the exact date of which is unknown, this defendant assaulted and beat plaintiff and called her the most vile and unprintable names and cursed and swore at plaintiff and threatened her life all of which was done while defendant was in a drunken frenzy and rage.
- 7. That on the 7th day of September, 1912, defendant assaulted and beat plaintiff, struck her with his clinched fists, and pinched her arms until they were black and blue. That he threatened her life and told her that if she ever came to live with him again he would kill her; that he drove her from the boarding house operated by plaintiff and which she occupied as a home in the night time so that it was necessary for her to leave her said home and to seek shelter elsewhere.

 8 That at divers other times and on several occasions not mentioned in this complaint, the dates of which plaintiff does not now recall the defendant treated plaintiff in a cruel and unhuman manner similar

to the specific instances heretofore described and during nearly all the time hereinbefore referred to defendant spent and squandered what little money he did earn and contributed almost nothing to the support of this plaintiff so that it was necessary for plaintiff to work in order that she might earn a livelihood.

- 9 That for a long t ime prior to the 7th of September, 1912, defendant so conducted himself towards plaintiff constantly upbraiding and scolding her and accusing her of being lazy and indolent and of being untrue to him and unfaithful to the marriage relation and threatening to kill her, that heplife became burdensome and unbearable and her health greatly impaired and injured, and on the 2th day of September, 1912, he drove this plaintiff from her said home and threatened to kill her if she ever returned thereto, and plaintiff believing and apprehending her life to be in danger left said home on said 7th day of September, 1912, and is now living apart from defendant.
- 10. That plaintiff is wholly without property or money.
- 11. That defendant has been an habitual drunkard for several years before the commencement of this action.
- 12. That plaintiff's maiden name was Bertha Manteuffel.

AS CONCLUSIONS OF LAW

The Court Finds

1. That plaintiff is entitled to judgment against the defendant grant ing to her an absolute divorce and forever dissolving the marriage relation heretobefore existing between plaintiff and defendant, and that her maiden name Bertha Manteuffel be restored to her, and that she have her costs and disbursements in this action; That plaintiff is forbidden to rempary in this state for a period of six months from and after the filing of the judgment and decision herein.

Let judgment be entered accordingly.

t be entered accordingly.

Judge of the Fighth Judicial District

State of Minnesota

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STATE OF MINNESOTA, COUNTY OF CARVER,

IN DISTRICT COURT, MIGHTH JUDICIAL DISTRICT.

Bertha Bongard,

-VS-

George Bongard,

Plaintiff. :

: JUDGMENT

Defendant. :

The above entitled action came on for trial and determination by the Court without a jury, at the Chambers of said Court, in the village of Norwood, Carver County, Minnesota, on the 5th day of April 1913.

John J. Fahey, Esq., an attorney at law residing at Norwood, Minnesota, appeared for the plaintiff.

Peter R. Curran was the attorney of record for the defendant but a stipulation was filed in which it was agreed by and between the respective parties and their attorneys that the answer in said cause be and was withdrawn and that the cause come on for trial without notice. All notice on the part of the defendant being waived expressly by said defendant.

After hearing the allegations and proof of the plaintiff, and her witness Barbara Rother, and the argument of Counsel for said plaintiff and being advised in the premises The Court found:

That the plaintiff and defendant are and for more than one year immediately preceding the time of the commencement of this action have been residents of the County of Carver, and State of Minnesota.

That on the 26th day of November, 1995, in this state the plaintiff and defendant were duly married, and ever since have been and now are husband and wife.

That since said marriage the defendant has treated the plaintiff in a cruel and inhuman manner, and since the year 1902 has repeatedly committed acts of cruelty and violence on plaintiff, and in particular as follows: during nearly all the time that plaintiff and defendant lived together since the date of their marriage excepting at rare intervals, defendant has been an excessive and habitual user of intoxicating liquors and has repeatedly in fits of anger usually superinduced by drink, and while in his habitual state of intoxication, committed acts of cruelty upon this plaintiff of which but a few specific instances are herein set forth.

That as early as April, 1902, and shortly after their marriage defendant commenced abusing and maltreating plaintiff by addressing himself to her using the most vile names and abusive language at his command and repeatedly cursed and swore at plaintiff accusing her of being lazy and indolent and of being untrue to him and unfaithful in their marriage relation.

That said defendant continued his usual course of drunkness to the present time from the month of April, 1902, and during all of said time defendant neglected his work and neglected to care for and provide for this plaintiff so that it became necessary for her to take in washing and to do all kinds of menial jobs in order that she might provide clothing and food and shelter for herself and her drunken husband,

That during the month of November, 1909, the exact date of which is unknown, this defendant assaulted and beat plaintiff and called her the most vile and unprintable names and cursed and swore at plaintiff and threatened her life all of which was done while defendant was in a drunken frenzy and rage.

That on the 7th day of September, 1912, defendant assaulted and beat plaintiff, struck her with his clinched fists, and pinchedher arms until they were black and blue. That he threatened her life and told her that if she ever came to live with him again he would kill her; that he drove her from the boarding house operated by plaintiff and which she occupied as a home in the night time so that it was necessary for her to leave her said home and to seek shelter elsewhere.

That at divers other times and on several occasions not mentioned in this complaint, the dates of which plaintiff does not now recall the defendant treated plaintiff in a cruel and inhuman manner similar to the specific instances heretofore described and during nearly all the time hereinbefore referred to defendant spent and squandered what

little money he did earn and contributed almost nothing to the support of this plaintiff so that it was necessary for plaintiff to work in order that she might earn a livelihood.

That for a long time prior to the 7th of September, 1912, defendant so conducted himself towards plaintiff constantly upbraiding and scolding her and accusing her of being lazy and indolent and of being untrue to him and unfaithful to the marriage relation and threatening to kill her, that her life became burdensome and unbearable and her health greatly impaired and injured, and on the 7th day of September, 1912, he drove this plaintiff from her said home and threatened to kill her if she ever returned thereto, and plaintiff believing and apprehending her life to be in danger left said home on said 7th day of September, 1912, and is now living apart from defendant.

That plaintiff is wholly without property or money.

That defendant has been an habitual drunkard for several years before the commencement of this action.

That plaintiff's maiden name was Bertha Manteuffel.

Now, Therefore, on motion of John J. Fahey, Esq., attorney for said plaintiff IT IS ADJUDGED AND DECREED;

That the bonds of matrimony heretofore existing between the plaintiff, Pertha Bongard, and the defendant, George Bongard, be and the same are hereby wholly dissolved, and the parties freed from the obligations thereof.

That the plaintiff's name be changed to Bertha Manteuffel by which name she was known and called prior to entering the marriage relation hereby dissolved.

That the plaintiff have and recover her costs and disbursments herein taxed at \$ 7.30

By the Court

OLLundstrong 1 erk

State of Minnesota

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Georg	e Bongard,	Defe	ndant
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