



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

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No.

46-3384

DISTRICT COURT,

Carver County, Minnesota

Henry Karle

Plaintiff

vs.

Huldreich Luke

Defendant

L. K. Sextant

Plaintiff's Attorney

John J. Fahren

Defendant's Attorney

Date of Entry

Feb 25th

1914

Register of Actions,

E

Page 170

Term Tried

191

Judgment for

Amount of Judgment, \$

Date of Judgment

191

Judgment Book

Page

Default Judgment Book

Page

Date of Docketing

191

State of Minnesota, } ss.
County of Carver

DISTRICT COURT
Eighth Judicial District

THE STATE OF MINNESOTA

TO *Lawrence Kinkelman* GREETING:

You are hereby Commanded, That laying aside all and singular your business and excuses, you be and appear before the *Judge* of the District Court for the Eighth Judicial District and County of Carver at the Court House in said County, on ~~the~~ *forthwith* of *1904*, at *—* o'clock in the *—* noon, then and there to give evidence in the cause to be tried between

DUPLICATE

Henry Karels
Plaintiff, and

Huldreich Luke
Defendant on the part of the *Defendant*

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

Witness the HON. P. W. MORRISON, Judge of the District Court and said at Chaska this *21st* day of *March* A. D. 19*04*

O. L. Lundstrom
Clerk of District Court.

State of Miss.

Circuit of Court

I hereby certify and attest, that I
saw the within Subpoena on the within
named Forraese Winkelman by
reading the same to him in his presence
and then & there returning to him a true
copy thereof.

Dated this 21st day of March

G. D. Gatz

Sheriff Connor Co.
Ark.

1914.

Filed, March
20th 1914

Adm. Clerk
E. 170
Clerk

1 STATE OF MINNESOTA

JUSTICE COURT

2 COUNTY OF CARVER

3 Before Andrew Mattison. Justice of Peace.

4 Henry Karels ----- Plaintiff

VS

5 Huldreich Luke ----- Defendant

COMPLAINT

6
7 Plaintiff for a cause of action against the defendant
8 respectfully shows to the Court and alleges:

9 1.

10 That at all the times and dates hereinafter referred to
11 this plaintiff, Henry Karels, and William Koontopf, Herman
12 Schrader and Huldreich Luke, were respectively each the owners of
13 an undivided one-fourth interest in and to one certain 18 H.P
14 Avery engine.

15 2.

16 That heretofore on or about November 1, ¹⁹¹⁰~~1909~~, Huldreich Luke,
17 the above named defendant, promised and agreed to and with Henry
18 Karels, the plaintiff herein, to pay this plaintiff the sum of
19 fifty (50) cents per thousand for the use of plaintiff's share in
20 said engine for sawing all his lumber at the home of this defendant
21 in Hollywood, Twp. in Carver County, Minnesota.

22 3.

23 That during the winter of ~~1909~~ and ¹⁹¹⁰~~1910~~ and in pursuance
24 of his said agreement with this plaintiff, Huldreich Luke,
25 used said engine and produced the power therewith for sawing his
26 lumber, and then and there sawed with said engine 60,000 feet of
27 lumber at the agreed price of fifty (50) cents per thousand, for
28 the use of this plaintiff's interest in said engine for sawing
29 said 60,000 feet of lumber.

30 4.

31 That the defendant herein has paid this plaintiff nothing
32 for the use of plaintiff's share in said engine for sawing such
33 lumber; That there is now due and owing this plaintiff from the
34 defendant, for the use of his interest in said engine for sawing
35 the said lumber, the sum of Thirty (\$30.00) Dollars, and that the
36 same has been demanded by this plaintiff from the defendant before
37 the commencement of this action.

38 5.

39 For a further cause of action by this plaintiff against the
40 defendant herein, the plaintiff herein re-alleges each and every
41 part and portion of the above and foregoing cause of action, and
42 further shows to the Court and alleges: that the defendant,

That

1 Huldreich Luke, carelessly, negligently and improperly, during
2 the winter of ~~1909~~ and ~~1910~~ in the Twp. of Hollywood, Carver
3 County, Minnesota, set up said engine and boiler at least eight
4 inches higher in the front than in the rear thereof, and caused
5 said engine and boiler to be run and operated in the sawing of
6 the said lumber mentioned in the first above cause of action
7 set forth, during the period while he sawed the said lumber in
8 the winter of ~~1909~~ and ~~1910~~, eight inches higher in the front
9 than in the ~~winter~~ rear, and that this defendant during all of
10 said time, while he sawed said lumber caused the said engine and
11 boiler to be fired and operated thus improperly set up, and
12 that by reason of the defendants' setting up and operating said
13 engine and boiler in the sawing of his said lumber as above men-
14 tioned, and without the knowledge of this plaintiff thereby
15 caused the stay bolts of the boiler, and the flues thereof, to be
16 burned out and destroyed, and thereby caused the front part of
17 the boiler and flues to remain, while in use and in operation
18 as above indicated, without water.

19 That as a result of the defendants' improperly setting up
20 and using the said engine as above indicated, the said engine
21 and the boiler, stay bolts, and flues thereof, were burned out
22 and destroyed, rendering said engine and boiler leaky and
23 worthless, to this plaintiff's damage in the sum of \$69.00; that
24 this defendant has paid this plaintiff nothing for injuring and
25 ~~damaging~~ the said 18 H.P. Avery engine and boiler above
26 described.

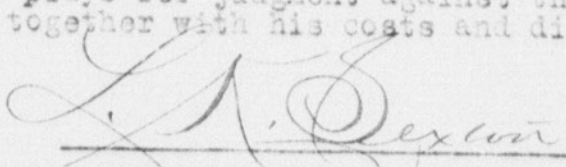
27 6.

28 That before the commencement of this action, the plaintiff
29 herein demanded of the defendant, the sum of \$69.00 for injuring
30 his interest in said engine and boiler, and that the same and
the whole thereof remains unpaid and is due this plaintiff from
the defendant

31 7.

32 That during the fall of ~~1909~~ and ~~1910~~ and at the time that
33 the defendant hired this engine from this plaintiff or plaintiff's
34 interest therein, said engine was in good working order, and the
35 owners thereof were permitted and allowed by the State Boiler
36 Inspector, Henry Justice, to operate said boiler and engine with
37 one hundred fifty pounds of steam pressure to the square inch in
38 said boiler, and that in the spring of ~~1910~~ and when this defend-
39 ant got through using said engine and boiler as above indicated
40 it was absolutely out of repair and worthless, as a result of his
improper setting up and operating said engine and boiler, as
above indicated.

41 WHEREFORE plaintiff prays for judgment against the
42 defendant for the sum of \$99.00, together with his costs and dis-
43 bursements of this action.

44 
45 Plaintiff's Attorney.

46 Litchfield, Minnesota.

copy of this action filed
1910

1
2 State of Minnesota
3 County of Meeker SS

4 Luke K. Sexton being first duly sworn on oath
5 deposes and says that he is the attorney for the plaintiff in
6 the ~~above~~ and foregoing entitled action, and that he has read
7 the above and foregoing complaint; that all of the allegations
8 therein are true to the best of affiant's knowledge, information
9 and belief, and that the reason why this deponent, this affiant,
10 makes this verification is that the plaintiff herein is not
11 present in this County, wherein resides this affiant, his
12 attorney, and that said plaintiff resides without this, Meeker
13 County.
14

15 Luke K. Sexton

16 Subscribed and sworn to before me
17 this 14th day of January, 1914.

18 A. A. Paluszniak

19 County Auditor, Meeker County, Minn.
20
21
22
23

24 Filed this 17 day of January A.D.
25 1914.

26 A. Mattison
27 Justice of the Peace
28
29
30

169
Original

STATE OF MINNESOTA

County of *Carver*

Justice
IN DISTRICT COURT

District

Henry Karls

PLAINTIFF

Huldreich Luke

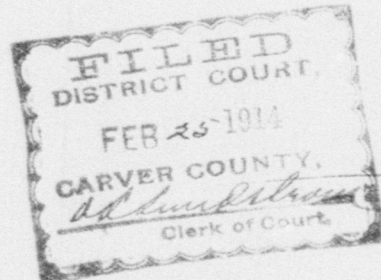
DEFENDANT

LUKE K. SEXTON, Attorney for

Plaintiff
Litchfield, Minn.

E170

*Filed this 17th day
Jan. A.D. 1914
A. Matteson
Justice of Peace*



E170

State of Minnesota,

County of

ss.

The STATE OF MINNESOTA, To the Sheriff or any Constable of said County:

You are hereby commanded to summon

Huldreich Lueker

the Defendant herein

if he shall be found in your County, to be and appear before the undersigned, one of the Justices of the Peace in and for said County, on the

17th

day of

January 1914, at

Ten

o'clock in the

fore

noon of said day

at my office in the village of

Willmar

of

Wood County

in said County, to answer the complaint of

Henry Karle

Plaintiff, in a civil action, wherein the Plaintiff claims

the sum of

Thirty nine dollars(\$ *39.00*)

with interest thereon from the

day of

1914, at

the rate of

per cent per annum;

and have you then and there this writ.

Given under my hand and dated this

31st

day of

December

1914,

A. Mattison

Justice of the Peace

IN JUSTICE'S COURT

County of Carver

Harry Karl
Plaintiff
Harold John Lusk

SUMMONS

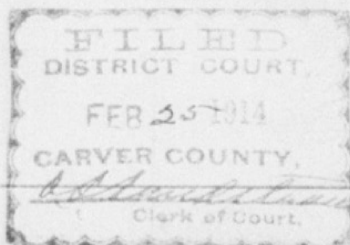
Returned and filed this 6th
day of January 1917
A. Mattison
Justice of the Peace

At the request, cost, and risk of the
Plaintiff I authorize
Fred Heine
to serve and return this Summons.

Dated Dec. 31 1916

A. Mattison
Justice of the Peace

61212000



E170

STATE OF MINNESOTA.

County of

Carver

FEES—Mileage

12 Miles 1.20

Service

.15

Copys

.15

Total

\$ 1.50

STATE OF MINNESOTA.

County of

FEES—Mileage

Miles

Service

.15

Copys

.15

Total

\$

I hereby certify and return, that on the 6th day of January 1917, in said County, I served the within Summons upon the within named Defendant personally, by reading the same to said Defendant, and delivering a copy thereof to him.

Fred Heine

Constable

I hereby certify and return, that on the 6th day of January 1917, in said County, I served the within Summons upon the within named Defendant, by leaving a copy thereof at his last usual place of abode, with one a person of suitable age and discretion, then residing therein, Defendant not being found.

Constable

Illegible
(Light Ink)

State of Minnesota,

} ss.

County of Carver.The STATE OF MINNESOTA, To Tony Cebulla and Martin Shermann

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of New Germany
said County on the ~~17th~~ 6th day of ~~January~~ Feb 1914, at 10
o'clock in the fore- noon of said day, to give evidence in a certain cause then and there
to be tried between Henry Karels

Plaintiff, and Huldreich Luke

Defendant, on the part of the
Defendant, Huldreich Luke

Given under my hand this 6th day of ~~January~~ Feb 1914.

A. Mattison Justice of the Peace

State of Minnesota,

ss.

County of

Carver

I hereby certify and return, that on the

6th

day of ~~January~~ Feb 14, 1914, I served the within Subpoena upon the within named parties, personally, by exhibiting and reading the same to ~~John~~ Arthur and Mathias ~~Shuman~~ ~~Shuman~~ and by leaving with each of them a true and correct copy of same and paid ~~hundred~~ \$20.00 in advance, \$ fees for one day's attendance, and for traveling to and returning from the place where he was required to attend; also, that necessarily traveled

miles in the service of said Subpoena.

Dated this

6th

day of

~~January~~ Feb 1914

Fred Klein

Constable

FEEs---Mileage, 4 Miles, \$ 40
Service, \$ 20

1.00

149 Original VII
IN JUSTICE'S COURT

County of

Carver

Henry Karels, Ref

-VS-

Hedrick Luke, Df

SUBPOENA

Filed this

6 day of

February

A. D. 191

A. Matteson

Justice of the Peace

1102500



E170

State of Minnesota,

} ss.

County of Carr

The STATE OF MINNESOTA, To

Otto Hess Lambert Hillmeyer
for Kaiser

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of New Germany Saint Louis County on the 6th day of February 1914, at 10 o'clock in the fore noon of said day, to give evidence in a certain cause then and there to be tried between Henry Shauls

Plaintiff, and

Huldrik Luke

Defendant, on the part of the

Plaintiff Henry Shauls

Given under my hand this

6th

day of

February1914A. J. Mattison Justice of the Peace

State of Minnesota,

} ss.

County of

Carver

day of

Feb

1914,

I hereby certify and return, that on the

6th

by exhibiting and reading the same to

Otto Hass

Lambert Kellinger

and paid

in advance \$

, fees for one day's attendance, and for

traveling to and returning from the place where he was required to attend; also, that

necessarily traveled

miles in the service of said Subpoena.

Dated this

6th

day of

Feb

1914

FEES,---Mileage,

6

Miles, \$

60

Service,

\$ 90

1.50

Constable

Frank Hines

IN JUSTICE'S COURT

County of

Carver

Henry Charles J. J.

W. S.

Audubon Lake S. P.

SUBPOENA

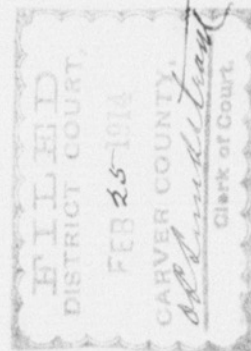
Filed this 6 day of February
A. D. 1914

day of February

Justice of the Peace

A. M. Maltwood

812-3000



E170

State of Minnesota, }
County of Crow } ss.

The STATE OF MINNESOTA, To

William Kuntz

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of New Germany Said County on the 6th day of February 1914, at 10 o'clock in the Afternoon of said day, to give evidence in a certain cause then and there to be tried between

Henry Sarels

Plaintiff, and

Staldrick Luke

Defendant, on the part of the

Plaintiff Henry Sarels

Given under my hand this

6th day of February 1914

A. Mattson

Justice of the Peace

State of Minnesota,

ss.

County of

Carver
Feb

I hereby certify and return, that on the 6th

day of

1914

, I served the within Subpoena upon the within named parties, personally by exhibiting and reading the same to J. M. Knutson

and paid _____ in advance \$ _____, fees for one day's attendance, and for traveling to and returning from the place where he was required to attend; also, that _____ necessarily traveled _____ miles in the service of said Subpoena.

Dated this

6th

day of

Feb

1914

FEES,--Mileage,

2

Miles, \$

20

Service,

-

\$

30

50

Constable

Fred Heine

IN JUSTICE'S COURT

County of

Carver

Henry Arendt & Co.

W. S.

Alfred L. L. L. L.

SUBPOENA

Filed this

A. D. 1914

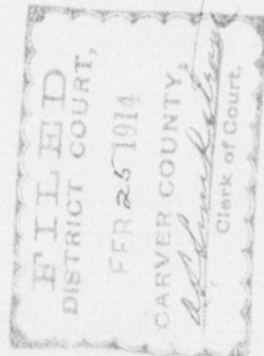
day of

February

Justice of the Peace

W. M. Mattison

8123000



E 170

State of Minnesota,)
County of Carver) ss.

IN JUSTICE COURT.

Before Andrew Mattison
Justice of the Peace.

Henry Karels
-vs-

plaintiff

Huldreich Luke

defendant.

KNOW ALL MEN BY THESE PRESENTS, That we Henry Karels

as principal and Gott Milk and Louis Zimmerman
as sureties, are held and firmly bound unto Huldreich Luke
in the penal sum of One Hundred Dollars,
to the payment of which we bind ourselves, our heirs, executors and administrators, jointly and
severally, firmly by these presents. Sealed with our seals and dated this 14th
day of February 18 1914.

Whereas judgment was rendered by Andrew Mattison Esq., a justice of
the peace of the county of Carver on the 6th day of
February 18 1914, in favor of the said plaintiff
and against the said defendant

for the sum of Seven and 50/100 Dollars with costs
said plaintiff feeling aggrieved
thereby, desires to appeal to the District Court of Carver county Minnesota.
Now, therefore, the condition of this obligation is such that if the said Henry Karels
shall prosecute his appeal with effect and abide the order of the
court therein, then this obligation to be void, otherwise to remain in full force and effect.

In Testimony Whereof, we have hereunto set our hands and seals the day and year above
written.

Signed, Sealed and Delivered in Presence of

Fred Hein

A. Mattison

Henry Karels

[SEAL]

Gott Milk

[SEAL]

Louis Zimmerman

[SEAL]

STATE OF MINNESOTA,

County of Carver) ss.

Be it known, that on this 14th day of February A. D. 1914

came before me personally Henry Karels and Gott Milk
and Louis Zimmerman

to me known to be the same persons who executed the foregoing bond, and each severally ac-
knowledged the same to be his own free act and deed.

A. Mattison

Justice of Peace

169 - 10

JUSTICE COURT.

STATE OF MINNESOTA,

County of Carver

Henry Jones
Plaintiff

Hendrick L. L. L.
Defendant

BOND ON APPEAL.

I hereby approve the within Bond
and the sureties thereon.

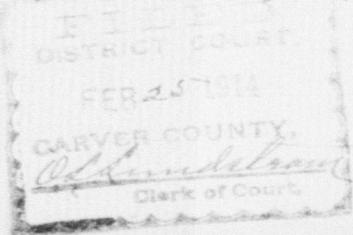
A. Matteson
Justice of the Peace.

Dated 14 A. D. 18

Filed this 14th day of
February 1914.

A. Matteson
Justice of Peace

Printed and for sale at the News-Ledger office, Littlefield, Minn.



E170

State of Minnesota,

County of Carver

Self
Wickham

upon oath each for himself, that he is one of the sureties above named, that he is a poss-
ident and freeholder of and in the State of Minnesota, and worth Two Hundred

Dollars, double the amount specified in the foregoing bond,

above his debts and liabilities, and exclusive of his property which is exempt from execution,

Subscribed and sworn to before me this

14 day of Feb. A. D. 1914

A. Matteson
Justice of Peace

Self
Wickham

STATE OF MINNESOTA,

IN JUSTICE'S COURT.

County of Carver } SS.

Before Andrew Mattison
Justice of the Peace.

Henry Karels

plaintiff

-VS-

Huldreich Luke

defendant

To Huldreich Luke, the above named defendant.

PLEASE TAKE NOTICE, That the above named Henry Karels, the
plaintiff herein appeals to the District Court, in and for said County,
from the judgment rendered by said Justice of the Peace, in the above entitled cause, on the 6th
day of February A. D. 1914, in favor of said plaintiff
and against said defendant

therein, for the sum of Seven and 50/100 and costs
Dollars; 1
and that the said appeal is taken upon questions of Both law and fact

Dated at New Germany, this 14th day of February 1914
Henry Karels

169 original

In Justice Court,

County of Carver

Henry Karels

- vs -

Huldreich Luke

NOTICE OF APPEAL.

Filed this 14th day of February

1894

X A Matheson

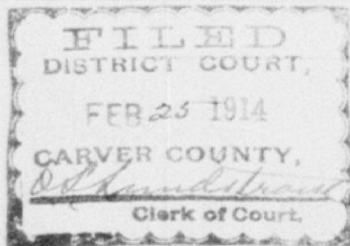
Justice of the Peace.

Due service of the within Notice of Appeal admit-

ted at

this day of

A. D. 189



E170

Subscribed and sworn to before me, this

14th day of February 1894

Justice of the Peace.

being duly sworn, says, that at the town of Hildreich in Carver County, Minnesota, he served the within Notice of Appeal upon

Henry Karels, by delivering to and leaving with him personally a copy thereof at his residence

STATE OF MINNESOTA, COUNTY OF Carver

ss.

And Office

being duly sworn, says, that at the town of Hildreich in said County on the

14th day of February 1894

1894

1894

1894

1894

State of Minnesota,

IN JUSTICE'S COURT,

County of CrowBefore Amos Mattson
Justice of the Peace.Henry Kares,

Plaintiff

vs.

Huldreich Luke,

Defendant

To the District Court of

Crow

County, Minnesota:

An appeal having been made from the judgment rendered by me in said action, I hereby make return of the proceedings had before me therein, pursuant to the statute, as appears from my docket, viz:

Dec. 31st A.D. 1913, Summons ~~Case~~ of returnable
Jan. 17 A.D. 1914 10 a.m. at my office in the village
of New Germany. Jan. 6 A.D. 1914 Summons upon
Defendant by Fred Heim Constable with his returns
verified as follows. I hereby certify and return on
the 6th day of January 1914 in said County. I served the
within Summons upon the within named defendant
personally by reading the same to said Defendant
and delivering a copy thereof to him.
Fred Heim, Constable
Jan. 17 A.D. 1914 By Order of Plaintiff Case was
postponed to Jan. 24th A.D. 1914.
Jan. 24 A.D. 1914 Case was continued by both the Plaintiff
and Defendant attorneys till Feb. 6 A.D. 1914
Case called at my office at 10 o'clock a.m. Feb. 6, 1914
Plaintiff and Defendant with their respective attorneys
present in Court and in pursuance of agreement
of both parties trial of the case agreed to be had at
Schlechters hall, not with standing and Statutory
provision forbidding a trial to be had at such place.
On Demand of Defendant a list of names from which
to select jurors was prepared by Constable and
presented to the Court and in presence of the Court
the respective parties each struck six names leaving
six names. Thereon as jurors and venire forthwith
issued and placed in the hands of the Constable
Fred Heim.
Jury was demanded by Defendant
who deposited six dollars with Court.
Witnesses sworn Plaintiff Henry Kares in his own
behalf, Lambert Hillmeyer, Otto Hass, Joe Kreiser,
Jon Krontoff, Herman Schroder and Louis Kares.
Witnesses sworn for Defendant Huldreich Luke in
his own behalf, Martin Sherman Sherman and
Tony Zeballo.
Defendant before the introduction of any evidence
in the case offered judgment in the sum \$17.50
together with all costs that accrue to date.

The following jury empaneled as follows, and sworn
 Geo. Blum, A. J. Schuobrich, Wm. Duvalke, Wm. S. Stender
 H. Gutzkow, J. M. Hampton
 Case went to jury 8 PM Feb. 6 A.D. 1914
 Jury was taken in charge by Fred Price Constable
 The following verdict was returned at 9 P.M. of same
 date. Verdict returned as follows. In the jury
 duly empaneled to try the issues in the above entitled
 action find a verdict for the plaintiff and assess
 damages and amount due from the Defendant
 in the sum of (\$7.50)

J. M. Hampton Clerk A. J. Schuobrich foreman
 Judgment is hereby entered in pursuance of a verdict
 of the jury, duly empaneled duly returned in the
 above entitled action in favor of the plaintiff
 against the Defendant in the sum of Seven ⁵⁰/₁₀₀
 (\$7.50) with costs taxed in the sum of Fifteen ⁹⁴/₁₀₀
 (\$15.44) in favor of plaintiff and against Defendant
 Judgment in total sum Twenty three ⁴⁴/₁₀₀ (\$23.44)
 Dated at New Germany Carver County Minn
 This 6th day of February A.D. 1914
 A. Mattison
 Justice of Peace

Plaintiffs appeal Bond approved this 14th day
 of February 1914 And Bond notice of appeal
 with affidavit of service there on and affidavit
 of plaintiff in appeal all duly filed this 14th
 day of February 1914

All Requisites of appeal being complied
 with according to law the plaintiffs appeal from
 the verdict and judgment of the Justice Court
 in the ^{above} entitled action is hereby allowed this
 14th day of February 1914

A. Mattison

Justice fees	officers fees
Issuing Summons 25	Serving 1 Summons & Copy 30
entering Verdict of jury 25	Mileage serv. Summons 12 mls 1.20
Issuing 6 Venires 25	Serving Subpoenas on 6 Witnesses 1.80
Swearing jury & attending officer 40	Mileage serving Subpoenas 12 mls 1.20
Assessing 6 Subpoenas 1.50	Writing jury list & summoning jury 1.15
Swearing 10 Witness 1.50	attendance on jury 50
entering 2 adjournments 50	attendance on Justice Court one day 1.00
entering 2 files Docket entries 30	Total \$7.15
Filing 8 Papers	Witness Names & Fees
Taxing Costs 15	Otto Hass 1 Day 12 Miles 1.72
entering Judgment 25	Wm. Kintoff 1 Day 12 Miles 1.72
Total \$5.35	Total \$3.44
Recapitulation	
Justice fees 5.35	
officers fees 7.15	
Witnesses fees 3.44	
Total \$15.94	

#169

The following jury empaneled, as follows, and sworn
 Geo. Blum, A. J. Schuobrich, Am. Puelke, J. S. Stender
 H. Gutzkow, J. M. Hampton

Case went to jury 8 pm Feb. 6 A.D. 1914

Jury was taken in charge by Fred Strie Constable
 The following verdict was returned at 9 P.M. of same
 date. Verdict returned as follows. In the jury
 duly empaneled to try the issues in the above entitled
 action find a verdict for the plaintiff and assess
 damages and amount due from the Defendant
 in the sum of (\$7.50)

J. M. Kaufman Clerk A. J. Schuobrich former
 Judgment is hereby entered in pursuance of a verdict
 of the jury, duly empaneled duly returned in the
 above entitled action in favor of the plaintiff
 against the Defendant in the sum of Seven ⁰⁰/₁₀₀
 (\$7.50) with costs taxed in the sum of Fifteen ⁹⁴/₁₀₀
 (\$15.44) in favor of plaintiff and against Defendant.
 Judgment in total sum Twenty Three ⁴⁴/₁₀₀ (\$23.44)
 Dated at New Germany Carver County Minn
 This 6th day of February A.D. 1914
 C. M. Mattison
 Justice of Peace

Swearing jury attending office 40	Mileage serving Subpoenas 12 ⁰⁰ / ₁₀₀ 1.20
Assessing 6 Subpoenas 1.50	Writing jury list & summoning jury 1.15
Swearing 10 Witness 1.50	attendance on jury 50
entering 2 adjournments 50	attendance on justice Court one day 1.00
entering 2 folios Docket entries 30	total \$7.15
Filing 8 Papers	Witness Fees & Per.

#169

IN JUSTICE'S COURT

County of Carver
 Amery, Karls, P. J.
 V. S.
 Schuobrich, J. M. D. P.

Transcript and Return to
 District Court.

Filed in the office of Clerk of District
 Court. Carver
 County, Minn., this 25th day of
 February A. D. 1914
 J. M. Mattison
 Clerk.
 E170

State of Minnesota,
County of Carver

IN JUSTICE COURT,

ss. Before Andrew Mattison
Justice of the Peace.

Henry Karels

plaintiff

vs.

Huldrich Luke

defendant

State of Minnesota,
County of Carver

ss.

Henry Karels

came personally before me, and being duly sworn, he doth depose and say, that he is the plaintiff
said

in the above entitled cause; that said Henry Karels appeals to the District
Court in and for said County, from the judgment rendered by said Justice
of the Peace, in this cause, on the day of February A.D. ~~1914~~ 1914
in favor of said plaintiff therein; and that the said appeal is made in good faith, and
not for the purpose of delay, and further saith not.

Subscribed and sworn to before me, on this 14th
day of February, A.D. ~~1914~~ 1914

A. Mattison

Henry Karels

Justice of Peace

New Germany Minn. Carver County

169 11

IN JUSTICE COURT,

Carver County.

Henry Karels
plaintiff

AGAINST

Huldrick Luke
defendant.

AFFIDAVIT ON APPEAL.

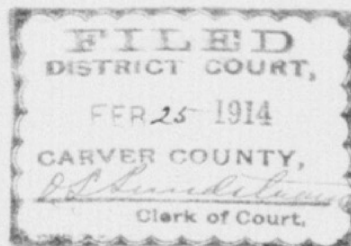
Filed on the 14th day of

February A.D. 1914

A. Mattison
Justice of the Peace.

Pioneer Press.

E170



State of Illinois
County of Carroll

In Justice Court
before Geo. W. Mattison
Justice of the Peace.

Henry Korde --- plaintiff

- 95 -
Huldreich Lutz --- Defendant.

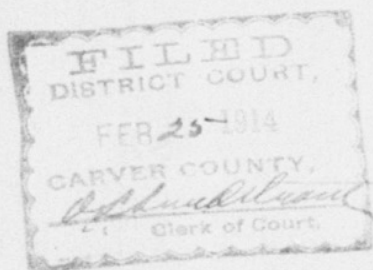
W^o the Jury duly empaneled to try the issues
in the above entitled action find a verdict
for the plaintiff and assess his damages
and amount due from the defendant
in the sum of Seven & 50/100 — \$7⁵⁰

Geo. Kampen
Clerk

A. Schmuck
Foreman

169

Filed this 6th day
of February A.D. 1904
A. Matteson



E170

State of Minnesota,

ANDREW MATTISON

General Merchandise

DRY GOODS

GROCERIES

New Germany, Minn.,

191

~~A Schultz~~ 1 ~~Deft 6~~
~~G Schultz~~ 2 Deft 4 H & Stender 17
~~Ray & Carls~~ 3 Deft 6 ~~A Brarstorf~~ 8 Deft 5
~~eg Blum~~ 4 H Gutskow +
~~A Schultz~~ 5 Deft 5 J W Kauptan
~~H & Maltz~~ 6 Deft 3 ~~A G Zimmern~~ 2
~~[scribble]~~ 7
~~[scribble]~~ 8 A Weidenroth Deft. 1.
~~[scribble]~~ 9 J Kuster Deft. 2.
~~[scribble]~~ 10
~~A J Schmeckel~~ 11
~~E & Wally~~ 12 Pliff 4
~~Wm Pawelk~~ 13
~~Henry Schmeckel~~ 14 Deft 1
~~[scribble]~~ 15 Pliff 3
~~A Schmeckel~~ 16

169 VII.

In presence

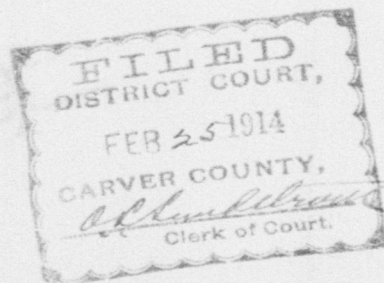
My hands

Witness

Filed for
Feb - 1914

A. Mallison

JP



E170

State of Minnesota County of Carver
I hereby certify and return that by virtue
of the within writ I have personally
summoned as far as the several persons
named there in by reading the same
to each of them viz (give the last
served and if any are not served add)
and that the following named persons
could not be found (give their names)

Dated this 6th day of Feb 1914

Fees Miller 12 miles	120
summing a jury	100
Feuding Court	100

320
200

Fred Hein Constable

120 for each juror

6
720

8

VIII

E170

1901 State of Minnesota, In Justices Court
County of Carver, Before A. Mattison Esq. Justice of the Peace

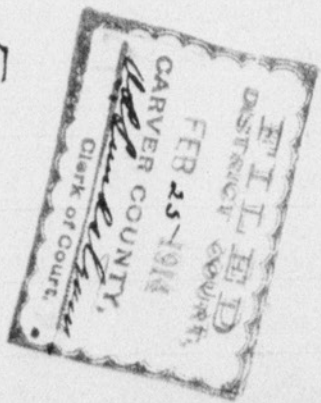
Henry Karls, Plaintiff
vs
Hendrich Lurke, Defendant

The State of Minnesota to the Sheriff or any Constable of said County,
You are hereby commanded to summon G. Blum, A. J. Schmitz, Wm. Perovak, H. J. Strider, H. Gustafson and J. W. Kainplover, to be and appear before the undersigned one of the justices of the Peace in and for said County forthwith in J. J. Schlecter's hall in said County to make a jury for the trial of a civil action between Henry Karls, Plaintiff and Hendrich Lurke, Defendant, and to do you them and that this writ

Given under my hand this 6th day of Feby. 1901

A. Mattison
Justice of the Peace

E170



State of Minnesota,

County of

Carver

ss.

In District Court of said County,

8th

Judicial District.

March Term, 1914,

Term, 1914,

In the Matter of

Henry Karels

vs.

Plaintiff

Hildrick Luke

Defendant

We, The Jury impaneled and sworn in the above entitled action, find for the plaintiff and assess his damages in the sum \$ 7.15

Sewey

15
100 00 DOLLARS,

Dated

Chaska

his

21st

day of

March

A. D. 1914.

Christ Fritz

Foreman.

DISTRICT COURT

8th Judicial District
March Term, 19*14*

State of Minnesota,
County of *Carver* } ss.

Verdict for Plaintiff

In the Matter of

Henry Karls
vs. Plaintiff

Huldreich Luke
Defendant

Filed in open Court the *21st*
day of *March* 19*14*

O. S. Lundstrom
Clerk

State of Minnesota,

County of Carver,

DISTRICT COURT,

Eighth

Judicial District

Henry Karels

Plaintiff

No. 21

Against

List of Jurors.

Huldreich Luke

Defendant

Attorneys Mark Here

NAMES

REMARKS

Deft 1

✓ 1 Ferd Thies
 2 Rudolph Hilt
 3 John Ripple Jr.
 4 ~~Henry Kuhlmann~~
 5 Adolph Milke
 6 Christ Fink.
 ✓ 7 Fred Hruke
 8 Henry Placen
 9 August Borg
 10 H.L. Dols
 11 F.O. Carlson
 12 Paul Thom
 13 Frank Kucera
 14 Julius Schmidt Jr.
 15 Paul Engelke

16

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169
No. 21

STATE OF MINNESOTA,

County of Carver,
DISTRICT COURT.

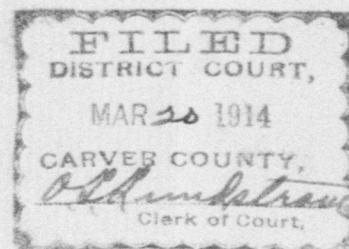
Henry Karels

Plaintiff

Against

Huldreich Luke
Defendant

JURY LIST



No. 982

E170

No. 115385

DISTRICT COURT,

Carver County, Minnesota

Lizzie Katter
Plaintiff

vs.

Joseph Hurley et al
Defendants

A. B. Vesta & R. H. O'Neil
Plaintiff's Attorney

F. C. Irvine
Defendant's Attorney

Date of Entry February 25th 1914

Register of Actions, F Page 171

Term Tried 191

Judgment for Cents etc

Amount of Judgment, \$ 44.60

Date of Judgment May 21 1915

Judgment Book D Page 332-06

Default Judgment Book Page

Date of Docketing May 24th 1915

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(Light Ink)

P. W. Morrison
Judge Eighth Judicial District
Norwood, Minnesota

January 11, 1915.

F. C. Irwin Esq;

Belle Plaine, Minnesota.

Dear Sir;-

Yours of the 6th inst., received but was taken home by one of the children and was mislaid in consequence of which I did not answer promptly. The transcript of evidence was mailed to the Clerk of Court with the exception of that portion of Hallinan's testimony furnished by Mr. Odell which I returned to him. I suppose you would be entitled to further stay in case the matter is not fixed up.

The Clerk of Court is directed to send you the transcript⁺ of the evidence on file in his office upon the mailing of this communication to him.

Yours very truly,

P. W. Morrison

#170
DISTRICT COURT

Eighth

Judicial District

County of *Carver*

Lizzie Wolter

Plff.

vs.
Joseph Wherley et al.

Defts.

NOTE OF ISSUE

Issue of *Law and Fact - Count*

LAST PLEADING SERVED

February 19, 1914.

O. S. Vesta and W. C. & W. S. Odell
Attorneys for Plaintiff

J. C. Irwin

Attorney for Defendant

Will the Clerk please file this Note of
Issue, and enter the cause on the Calendar
for the *March* A. D. 1914

General Term of this Court.

Yours respectfully,

O. S. Vesta and W. C. & W. S. Odell
Attorneys for Plaintiff

Filed *February 25th* 1914

191-591300

E 171

State of Minnesota,
County of Carter } ss.

IN DISTRICT COURT

Eighth Judicial District

Lizzie Wolter

Plaintiff

—AGAINST—

Joseph Wheeler and
Margaret Wheeler

Defendant s

State of Minnesota,
County of Carter } ss.

W. H. Mace

being duly sworn deposes and says that he is ~~the~~ one of the attorneys of the

Judgment Creditor in the above entitled action; that to the best of affiant's information and belief the full

name of the Judgment Debtor ~~is~~ as given in the title hereof

Joseph Wheeler's; that ~~his~~ occupation is that of farmer, and Mar-

garet Wheeler's is that of housewife; that ~~his~~ their place of residence is Town, Village, ~~City~~ of

Hancock

County of Carter,

State of Minnesota;

that ~~his~~ their postoffice address is

Nor-

wood,

State of

Minnesota.

W. H. Mace

Subscribed and sworn to before me this 25th

day of May, A. D. 19 15

O. L. Lundstrom

Clerk of Court Carter County, Minnesota

My Commission Expires

State of Minnesota,

County of Carver

DISTRICT COURT

Eight Judicial District

Lizzie Wolter

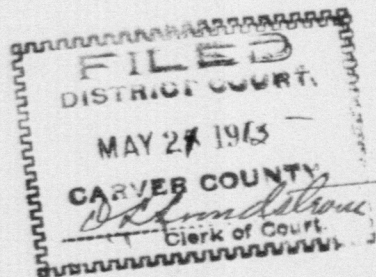
Plaintiff

—AGAINST—

Joseph Whelby
et al.

Defendant

Affidavit as to Occupation, Etc., of the
Judgment Debtor



FILED
DISTRICT COURT,
MAY 21 1915
CARVER COUNTY
O. Lindstrom
Clerk of Court.

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costs and disbursements herein.

And wherein and whereby said Judge ordered that judgment be entered accordingly.

Now, Therefore, On motion of O. S. Vesta and W. C. & W. F. Odell, Attorneys for said plaintiff, It is hereby Ordered, Adjudged, Determined and Decreed: 1. That the transaction consisting of the execution by said Hallinan to said Wherley of the warranty deed to said premises dated and acknowledged on March 22, 1913, and of the execution by said Wherley to said Hallinan of the Mortgage recorded in the office of the Register of Deeds for said Carver County in Book 2 of Mortgages at page 45 was in fact and in law a redemption of said premises from the mortgage foreclosure sale of said premises held on March 20, 1912, the sheriff's certificate of which said sale is recorded in the office of said Register of Deeds in Book B of Sheriff's Certificates at page 54. 2. That said plaintiff is the owner in fee simple of an undivided 1/5 of an undivided 2/3 of said premises subject only to the rights of said Hallinan under the mortgage recorded in Book 2 of Mortgages at page 45 as hereinbefore stated. 3. That said plaintiff have and recover from said defendants her costs and disbursements taxed and allowed in the sum of \$ 44.60.

Dated May 21, 1915.

By the Court,

C. L. Lindstrom
Clerk of Court.

ment of said Wherley was fraudulently given such appearance by the parties hereto for the purpose of concealing the fraudulent character thereof, but said transaction was in truth and fact a redemption of said premises from the foreclosure sale hereinbefore referred to and was so understood and intended by the parties thereto. That the only consideration for the execution of said deed by said Hallinan to said Wherley was the execution of said note and said mortgage by said Wherley to said Hallinan, and the amount of said note and the expressed consideration of said deed and of said mortgage represented the amount bid for said premises by said Hallinan on said foreclosure sale with the interest accrued thereon from the date of sale, together aggregating \$5421.00 as aforesaid, and in addition thereto the sum of \$80.00 then loaned by said Hallinan to Wherley and by the latter applied to his own use.

And wherein and whereby said Judge finds as Conclusions of Law:

1. That the transaction hereinbefore referred to consisting of the execution by said Hallinan to said Wherley of the warranty deed to said premises dated and acknowledged on March 22, 1913, and of the execution by said Wherley to said Hallinan of the mortgage recorded in the office of the Register of Deeds for said Carver County in Book 2 of Mortgages at page 45 was in fact and in law a redemption of said premises from the mortgage foreclosure sale of said premises held on March 20, 1912, the sheriff's certificate of which said sale is recorded in the office of said Register of Deeds in Book B of Sheriff's Certificates at page 54.

2. That said plaintiff is the owner in fee simple of an undivided 1/5 of an undivided 2/3 of said premises subject only to the rights of said Hallinan under the mortgage hereinbefore referred to.

3. That plaintiff have and recover from said defendant her

to said Hallinan, after the expiration of said year of redemption, of a new mortgage upon said premises, and that said agreement was in fact an agreement extending the period within which said defendant Joseph Wherley might redeem from such mortgage foreclosure sale.

6. That said agreement was so entered into by said defendant Joseph Wherley and said Hallinan with the intent then and there had and entertained by said Wherley of wrongfully, unlawfully, and fraudulently depriving said plaintiff of her right, title and interest in and to said premises and of wrongfully, fraudulently and unlawfully procuring title to all of said premises in said Wherley free from any right or title in this plaintiff or any other of the surviving heirs of said Christina Wherley.

7. That, for the purpose of carrying said agreement into effect, on March 22, 1913, the second day after the expiration of the year of redemption from the foreclosure sale hereinbefore referred to, said Hallinan by deed of warranty dated and acknowledged on said date, for the expressed consideration of \$5500.00, conveyed said premises to said Wherley, and said Wherley on said date made and delivered to said Hallinan a mortgage on said premises to secure the payment of one promissory note for \$5500.00 dated on said date, due March 22, 1920, bearing interest at the rate of 5% per annum, which said mortgage was thereafter recorded in the office of the Register of Deeds for said Carver County in Book 2 of Mortgages at page 45. That on said 22 day of March, 1913, said premises were worth not less than \$13500.00, and the amount then due on the foreclosure sale hereinbefore referred to was \$5421.00 and no more.

8. That the transaction made up of the execution of said deed and of said note and mortgage was intended by the parties thereto to have the appearance of a bona fide sale of said premises by said Hallinan to said Wherley and a bona fide mortgaging of said premises by said Wherley to said Hallinan and through the procure-

been, and they now are, owners in common with the other heirs of said Christina Wherley of the lands hereinbefore described.

3. That on, to-wit, Dec. 29, 1914, said Christina Wherley, her husband, said defendant Joseph Wherley, joining with her therein, made, executed and delivered to one D. M. Hallinan a mortgage on the premises hereinbefore described to secure the payment of one promissory note for \$4000.00, which said mortgage was recorded in the office of the Register of Deeds for said Carver County on Dec. 30, 1904, in Book X of Mortgages at page 24, and which said note was of even date with said mortgage, became due Dec. 29, 1909, bore interest at the rate of 5 $\frac{1}{2}$ % per annum, was payable to said D. M. Hallinan and executed by said Christina Wherley and said Joseph Wherley. That said mortgage contained a power of sale in the usual form authorizing the foreclosure of said mortgage by a sale of the mortgaged premises in case of default by the mortgagors in the conditions of said mortgage.

4. That, while said defendant Joseph Wherley was so in possession of said premises, and on March 20, 1912, default having occurred in the performance by the mortgagors of the conditions of the mortgage hereinbefore referred to, pursuant to the power of sale contained in said mortgage, the mortgagee therein, said D. M. Hallinan, caused said mortgage to be foreclosed by the sale of said premises, and at such sale he, said D. M. Hallinan, purchased said premises for the sum of \$5138.35.

5. That no redemption was made from said sale within the year for redemption allowed by law, but prior to the expiration of the year of redemption from said sale, said defendant Joseph Wherley and said purchaser, D. M. Hallinan, entered into an agreement by the terms of which said Wherley agreed to appear to forego his right to redeem from said sale within the period provided by law and in consideration whereof said Hallinan agreed to convey said premises by deed of warranty to said Wherley on the delivery by said Wherley

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

-----:-----

Lizzie Wolter

Plaintiff

vs.

Joseph Wherley and Margaret Wherley

Defendants

-----:-----

Judgment

The above entitled cause having been duly and regularly tried before the Hon. P. W. Morrison, Judge of said Court, without a jury, and the said Judge having duly made ^{and} ~~as~~ filed his findings and decision herein wherein and whereby he finds, among other things, as Findings of Fact:

1. That said defendants are husband and wife.

2. That the mother of said plaintiff was one Christina Wherley, a former wife of said defendant Joseph Wherley. That said Christina Wherley died intestate on the 11th day of October, 1906, leaving her surviving her husband, said defendant Joseph Wherley, this plaintiff, two other daughters and two sons. That at the time of the death of said Christina Wherley she, with her husband, said defendant, and their family resided at Dickenson in the State of North Dakota. That said Christina Wherley, at the time of her death, was the owner in fee simple, subject to the mortgage hereafter referred to in the next Finding of Fact, of the Southeast Quarter (S.E. 1/4) of Section No. Eighteen (18), Township 114, Range 25, said Carver County. That on the death of said Christina Wherley said plaintiff as a surviving daughter of said Christina Wherley became seized in fee of an undivided 1/5 of an undivided 2/3 of the lands hereinbefore described, and said Joseph Wherley, as the surviving spouse of said Christina Wherley, then became seized in fee of an undivided 1/3 of said lands; and ever since the death of said Christina Wherley said plaintiff and said defendant Joseph Wherley have

State of Minnesota, }
County of Carver } ss.

DISTRICT COURT,

Eighth

Judicial District.

Lizzie Wolter

Plaintiff

vs.
Joseph Wherley and Margaret Wherley
Defendants

AMOUNT OF JUDGMENT OR VERDICT.

Amount of Judgment or Verdict, - - - - - \$
Interest on same from the - - - day of - - - 1 - - - \$

Statutory Costs, - - - - - \$ 10.00
Plaintiffs COSTS AND DISBURSEMENTS.

3 Affidavits, - - - - - \$.75

Acknowledgments, - - - - - \$

Sheriff's Fees, - - - - - \$ 5.40

Jury Fees, - - - - - \$

Clerk's Fees (to be taxed), - - - - - \$ 10.78

Register of Deeds for recording Notice of his Residence .75

Court reporter for Hallinan testimony transcript 2.00

WITNESS FEES, VIZ.:

(Give name of each Witness, Residence, Number of Days and Dates of Attendance and Number of Miles Traveled.)

NAMES.	RESIDENCE.	NO. DAYS ATTENDANCE.	DATES OF ATTENDANCE	NO. MILE TRAVELED.	
<u>D. M. Hallinan</u>	<u>Belle Plaine Minn</u>	<u>1</u>	<u>March 24, 1914</u>	<u>48</u>	\$ <u>3.88</u>
<u>Viola Gray</u>	<u>Arlington, "</u>	<u>1</u>	<u>" " "</u>	<u>76</u>	\$ <u>5.56</u>
<u>J. P. Wherley</u>	<u>"</u>	<u>1</u>	<u>" " "</u>	<u>76</u>	\$ <u>5.56</u>
					\$
					\$
					\$
					\$
					\$

The above Bill of Costs and Disbursements taxed and allowed at - - - \$ 44.60

Dated May 21st 1915 - Total Amount, \$ 44.60
O. L. Lundstrom
Clerk

AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota, }
County of Carver } ss.

W. B. Duce

being duly sworn, says on oath, that he is one of the Attorneys of the Plaintiff in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said plaintiff in the above entitled action, and that the foregoing items of disbursements, and each item thereof, have been actually and necessarily paid or incurred therein, by and on behalf of said plaintiff; and that each of the above named witnesses was a material witness for the said plaintiff in said action, and was duly sworn, and testified on the trial of said action, on behalf of said plaintiff. That each of said witnesses actually and necessarily traveled the number of miles above set opposite his name, in going from his said place of residence to, and returning to said place of residence from, the place of trial of said action, and for the purpose of so testifying, actually and necessarily attended said Court the number of days and on the dates hereinbefore stated; and that the residence of each of said witnesses is at the place above stated.

Subscribed and sworn to before me this
17th day of May, 1915.

O. L. Lundstrom
Clerk District Court,
Notary Public, Carver County Minn.

W. B. Duce

Original

#170

District Court,

Eight

Judicial District,

County of

Carver

Lizzie Walter

vs.

Plaintiff

Joseph Whenley et al.
Defendants.

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

day of 1905, at

Attorney for

Filed this

17th day of May

A. D. 1905.

D. J. Lundstrom
Clerk.

No. 13

NOTICE OF TAXATION OF COSTS.

State of Minnesota,

County of Carver

ss.

DISTRICT COURT,

Eight

Judicial District.

Lizzie Walter

Plaintiff

vs.

Joseph Whenley and Margaret Whenley
Defendants

Sir: Please Take Notice, That on the 21st day of May, 1905,
at 10 o'clock A. M., application will be made to O. L. Lundstrom, Esq.,
Clerk of said Court, at his office in the Court House in the City
of Chaska in the County of Carver and State of Minnesota, to have the
within bill of costs and disbursements taxed and inserted in the judgment then and there to be entered
herein.

Dated May 17, 1905.

Yours respectfully,

O. S. Vista and W. S. & W. O. Odell

To

J. C. Lewin, Esq.,

Attorney for

Plaintiff.

Attorney for

Defendants.

Sworn, says, on oath;
that he is one of the attorneys
for the within named plain-
tiff and that he resides at Chaska
in said county; that J. C. Lew-
in, Esq., is the attorney for
said defendants and he resides
at Belle Plaine, Minn.; that
between said Chaska and said
Belle Plaine there is regular
daily communication by
mail; that on the 17th day
of May, 1905, he served the with-
in Bill and Notice on said
J. C. Lewin by their depositing
in the post office at said
Chaska, Minn., a true and
correct copy of said Bill
and Notice in an envelope
securely sealed, the postage
thereon prepaid, and ad-
dressed to said J. C. Lewin,
Belle Plaine, Minn.

W. O. Odell

Subscribed, and sworn
to before me this 17th day
of May, 1905.

D. J. Lundstrom
Clerk of District Court,
Carver Co., Minn.

177

State of Minnesota

County of Carver

Lizzie Wolter Plaintiff

VS

Joseph Wherley Defendant
et al

District Court

Eighth Judicial District

Upon application of F.C. Irwin Attorney for the above named Defendant, it is hereby ordered that all proceedings on the part of the Plaintiff therein be and the same are hereby stayed for for forty days from the date hereof.

Dated December 5 1914.

F. C. Irwin

Judge District Court

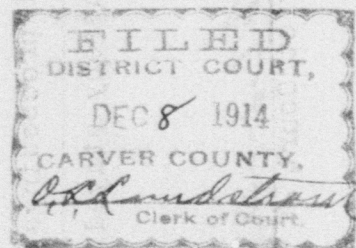
#170

Dist Court - 8th Dist -
County of Carver

Lezzie Walter

vs
Joe Wherley et al

Order staying
proceedings -



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STATE OF MINNESOTA

JUDICIAL DISTRICT

County of Carver

Eighth Judicial District

Lizzie Holter

Plaintiff

vs

Joseph Sherley and Margaret Sherley

Defendants

The above entitled cause having been regularly on the calendar at the March 1914 General Term of said Court was tried before the Hon. P. M. Morrison, Judge of said Court, without a jury in March, 1914, and the arguments of counsel for the respective parties were thereupon submitted on briefs.

J. C. Davis, Esq., and W. A. Hall, Esq., appeared as attorneys for said plaintiff;

J. C. Davis, Esq., appeared as attorney for said defendants.

After having carefully considered the evidence introduced on the trial of said cause, the arguments of counsel for the respective parties, and all matters and things involved in said cause, the Court finds:

1. That the facts are:

1. That the said plaintiff is 25 years of age and is the daughter of said defendant Joseph Sherley; that said defendant is her husband and life.

2. That the mother of said plaintiff was one Christine Sherley, a former wife of said defendant Joseph Sherley. That said Christine Sherley died intestate on the 11th day of October, 1906, leaving her surviving her husband, said defendant Joseph Sherley, this plaintiff, two other daughters and two sons. That at the time of the death of said Christine Sherley she, with her husband,

said defendant, and their family resided at Dickinson in the State of North Dakota. That said Christiana Sherley, at the time of her death, was the owner in fee simple, subject to the mortgage hereafter referred to in the next finding of fact, of the Southeast Quarter (S.E. 1/4) of Section No. Eighteen (18), Township 114, Range 25, said Carver County. That on the death of said Christiana Sherley said plaintiff as a surviving daughter of said Christiana Sherley became entitled in fee of an undivided 1/3 of an undivided 2/3 of the lands hereinafter described, and said Joseph Sherley, as the surviving spouse of said Christiana Sherley, then became entitled in fee of an undivided 1/3 of said lands; and since the death of said Christiana Sherley said plaintiff and said defendant Joseph Sherley have been, and they now are, owners in common with the other heirs of said Christiana Sherley of the lands hereinafter described.

3. That on, to-wit, Oct. 29, 1904, said Christiana Sherley, her husband, said defendant Joseph Sherley, jointly and severally, made, executed and delivered to the Farmers Loan and Trust Company a mortgage on the premises hereinafter described to secure the payment of a promissory note for \$1000.00, which said mortgage was recorded in the office of the Register of Deeds for said Carver County on Dec. 30, 1904, in Book 2 of Mortgages at page 24, and said note was of even date with said mortgage, to-wit, Dec. 29, 1904, bore interest at the rate of 5% per annum, was payable to said F. L. T. Co. and executed by said Christiana Sherley and said Joseph Sherley. That said note and mortgage contained a power of sale in the usual form authorizing the foreclosure of said mortgage by a sale of the mortgaged premises in case of default by the mortgagors in the conditions of said mortgage.

4. That shortly after the death of said Christiana Sherley and on, to-wit, October 26, 1906, on petition filed in the Probate Court for the County of Stark, North Dakota, said defendant Joseph Sherley was appointed guardian of the person and estate of

page 54.

2. That said plaintiff is the owner in fee simple of an undivided $1/5$ of an undivided $2/3$ of said premises subject only to the rights of said Hallinan under the mortgage heretofore referred to in the 3th Finding of fact.

3. That plaintiff have and recover from said defendant her costs and disbursements herein.

Let Judgment be entered accordingly.

Dated, Hartford, Nov. 28, 1914.

J. W. Morrison
Judge of the District Court.

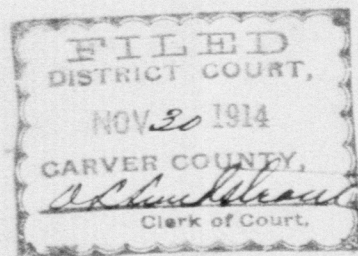
#170

State of Minnesota
County of Carver
District Court.

Lizzie Walter,
- vs -
op

Joseph & Phoebe and
Margaret & Phoebe
Depts

Findings and
Decision



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State of Minnesota,
County of Carver

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Christina Whorley,

Decedent.

Decree of Descent

The above entitled matter came on to be heard on the 16th day of February 19 14, upon the petition of Joseph P. Whorley, praying for the judicial determination of the descent of the real estate hereinafter described belonging to said decedent at the time of his death. The said petitioner appeared in person and by his attorney, T. F. Odell, Esq. and no one appeared in opposition to said petition; and the court having duly considered said petition, the evidence adduced in support thereof, finds the following facts:

FIRST--That due notice of said hearing was given by the publication of the order of hearing of the court in the Valley Herald, according to law.

SECOND--That the petitioner is a resident of Arlington^{ton} Town in the County of Sibley State of Minnesota, and has an interest in the said lands of decedent hereinafter described as follows, to-wit: an undivided 2/15 Two fifteenths interest therein as heirs at law,

THIRD--That the above named decedent died at Dickinson in the County of Stark State of North Dakota on the 11th day of October 19 06, without (1) leaving a last will and testament. (2)

and that more than five years have elapsed since the death of said decedent, and that no will has been probated nor administration had upon her said estate in the State of Minnesota.

FOURTH--That said decedent, at the time of her death, was the owner, and seized, of those certain tracts of land lying in the County of Carver State of Minnesota, described as follows, to-wit:

The South-east Quarter (S.E.1/4) of Section Eighteen (18), Township 114 North, of Range 25 west.

FIFTH--

(3)

SIXTH--That the following named persons are the sole heirs at law

(4)

of said decedent and the persons entitled to her estate and the lands herein described, to-wit:

Joseph Herley, surviving husband,
Joseph P. Herley a son of said decedent,
Martha Abraham a daughter of said decedent,
Lizzie Polter, a daughter of said decedent,
Viola Gray, a daughter of said decedent and
Reuben Herley a son of said decedent.

AS A CONCLUSION FROM THE FOREGOING FACTS, IT IS ORDERED, ADJUDGED AND
DECREED, That all and singular the above described lands descended to, and is the property of the above
named persons as sole heirs at law of said decedent. (5)

and that the same be, and hereby are, vested in and assigned to, the above named persons, in the following
proportions, to-wit: To said Joseph Herley, said surviving husband, an un-
divided one third right and title, in fee simple, in and to the herein-
before described Real Estate.

To said Joseph P. Herley, Martha Abraham, Lizzie Polter, Viola
Gray and Reuben Herley, in fee simple and forever, an undivided two
thirds (2/3) interest in and to the hereinbefore described Real Estate,
an undivided 2/15 interest therein to each.

To have and to hold the same, together with all the hereditaments and appurtenances therunto
belonging or in any wise appertaining, to the above named persons, their heirs and assigns, forever.
Witness the Honorable.

and the seal thereof, this 16th day of February, 1914, Judge of said Court,
dated February 16th, 1914, John Glaeser,

[SEAL]

Note (1) If will, insert "I"; and if no will, insert "Without";
(2) If no will, strike out; if will, insert "which has been presented for probate" and state its contents.
(3) If no will, strike out; if will, insert "that said will has been duly proved as the last will and
testament of said decedent, and is hereby allowed and admitted to probate."
(4) If will, insert "sole devisees under last will and testament"; if no will, insert "sole heirs at law."
(5) If will, insert "as sole devisees under said last will and testament"; if no will, insert "as sole
heirs at law of said decedent."

State of Minnesota,
County of Carver

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Christina Herley,
Decedent.

I, JOHN GLAESER, Judge of the Probate Court
of said County, do hereby certify that I have com-
pared the within copy of the Decree of Descent of
Real Property, made and entered in the above en-
titled matter, with the original record thereof pre-
served in said Probate Register, and that the same
is a true copy of said original, and the whole thereof.

IN WITNESS WHEREOF, I have hereunto
subscribed my name and affixed the seal of the
Probate Court of said County, at the City of Chaska
in said County, this 16th day of

February, A. D. 1914
John Glaeser
Probate Judge of Carver County, Minn.

Filed this 16th day of February
1914 and recorded in Order Book Estates,
page 11
John Glaeser
Probate Judge.

Transfer entered this 16th day of
February, 1914
J. P. D. D. D.
County Auditor.

Office of Register of Deeds,
County of Carver

Filed for record on the 17th day of Feb.
A. D. 1914 at 9 o'clock A. M.
and recorded in Book J Page 547
Albert Meyer
Register of Deeds.

E171

I. NOTICE OF SALE

NOTICE OF MORTGAGE FORECLOSURE SALE

Whereas default having been made in the conditions of that certain mortgage, made executed and delivered by Christena Wherley and Joseph Wherley her husband, as mortgagors, to D. M. Hallinan as mortgagee, and which mortgage bears date the 29th day of December 1904, and was duly recorded in the office of the Register of Deeds of Carver County Minnesota on the 30th day of December 1904, at 11 o'clock A. M. in Book X of Mortgages on page 416. That there is now claimed to be due and payable on the debt secured by said mortgage, and that there is now actually due and payable thereon at the date of this notice, the sum of Four thousand nine hundred and ninety five (\$4995.75) for principal and interest, and default having been made in the payment thereof, and no action or proceeding either in law or in equity having been commenced to recover said debt, or any part thereof, so secured by said mortgage.

Now therefore notice is hereby given, that by virtue of the power of sale contained in said mortgage, and recorded therewith, and of the Statute in such case made and provided, the said mortgage so above described, will be foreclosed by a sale of the mortgaged premises therein described, at public vendue, to the highest bidder for cash, by the Sheriff of the County of Carver Minnesota, at the front door of the Court House in the City of Chaska in said Carver County, Minnesota, on Wednesday, the 30th day of March 1912, at the hour of eleven o'clock in the forenoon of said day, to satisfy the amount so due upon said mortgage, and the interest, and the further sum of Seventy five dollars Attorneys fees stipulated in said mortgage to be paid in case of foreclosure, and the costs and expenses of said sale, the whole to be subject to redemption within one year from date of sale, as provided by law.

The premises so described in said mortgage, and so be sold is the South east quarter of Section No. eighteen (18) Township No. one hundred and fourteen (14) Range No. twenty five (25) west.

Dated January 24th, 1912.

F. C. Irwin, Attorney for Mortgagee
Belle Plaine, Minn.
D. M. Hallinan, Mortgagee
first pub. Feb. 1, '12.

II. PRINTER'S AFFIDAVIT

State of Minnesota,
Carver

County of

F. E. Dubois

SS.

being first duly sworn, deposes and says that he knows of his own knowledge, that the printed NOTICE OF MORTGAGE FORECLOSURE SALE

hereto attached, was cut from the columns of the weekly newspaper, known as The Weekly Valley Herald; that said notice was printed and published in said newspaper once in each week for six successive weeks; that said notice was first printed and published in said newspaper on Thursday the 1st day of February A. D. 19 12 and was thereafter printed and published in said newspaper on each and every succeeding Thursday until and including Thursday the 14th day of March A. D. 19 12. That during the time aforesaid, said newspaper was regularly printed and published on Thursday of each week at Chaska Carver County Minnesota.

Affiant further says that he now is, and during all the time of publication of said notice has been the publisher and printer of said newspaper.

Affiant further says that he knows of his own knowledge that all of the following conditions have existed for at least one year immediately prior to the first publication of said notice, and during the full period of said publication, to-wit: First, said newspaper has been printed in the place from which it

purports to be issued, to-wit, the City of Chaska in said County and State, 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-fourths inches long; Second, that it has been issued at least once each week (~~XXXXXXXXXXXXXXXXXXXX~~) from a known office established in said place of publication and equipped with skilled workmen and the necessary material for preparing and printing the same (~~XXXXXXXXXXXXXXXXXXXX~~).

~~XXXXXX~~ Third, that it has contained and now contains general and local news, comment and miscellany, not wholly nor substantially duplicating any other publication and not entirely made up of patents, plate matter and advertisements or any or either of them; Fourth, that it has been circulated in and near its said place of publication to the extent of not less than 240 complete copies thereof regularly delivered to paying subscribers; that prior to the date of the first publication of said notice the publishers of said newspaper filed in the office of the County Auditor of said County of Carver State of Minnesota, the affidavit required by Section 5516, Revised Laws 1905.

Subscribed and sworn to before me, this 20th day of March A. D. 19 12

F. E. Dubois
Notary Public, County Auditor County, Minn.

My commission expires 19

III. AFFIDAVIT OF SERVICE ON OCCUPANT

State of Minnesota,

County of

Scott

SS.

A. J. Irwin being duly sworn, says that he is a resident of Scott County; that on the 14th day of February 19 12, and for some time prior thereto the premises described in the printed notice of foreclosure hereto attached, were actually occupied by Joseph Wherley, the husband of Christena Wherley now deceased. and that on said day and upon said premises Affiant duly served said notice of foreclosure sale of said premises on said occupant by handing to and leaving with said Joseph Wherley personally a true copy of said foreclosure sale notice

Subscribed and sworn to before me this 16th day of March 19 12

A. J. Irwin
Notary Public, Scott County, Minn.

My commission expires Mar 9th 19 14

OR, III. AFFIDAVIT OF VACANCY

State of Minnesota,

County of

SS.

being duly sworn, says that he is a resident of Scott County; that he is acquainted with and knows the lands and premises described in the printed notice of mortgage foreclosure hereto attached, and that said premises now are and for more than two months last past have been at all times vacant and unoccupied

Subscribed and sworn to before me this day of 19 19

Notary Public, County, Minn.

My commission expires 19

IV. STATEMENT OF COSTS AND DISBURSEMENTS

Incurred and expended in the foreclosure of the mortgage mentioned and described in the printed notice attached to the foregoing printer's affidavit, viz:

Amount actually paid	Attorney's fees for foreclosing said mortgage,	- - -	\$ 75.00
"	"	Printer's fee for publishing notice, - - -	\$ 14.25
"	"	Sheriff's fees for foreclosure sale, - - -	\$ 3.00
"	"	Register's fees for recording certificates and affidavits, - - -	\$ 4.50
"	"	Notary's fees for four affidavits, - - -	\$ 1.00
"	"	Sheriff's for serving notice on occupant, - - -	\$ 2.00
"	"	Recording power of Attorney - - -	\$ 1.00
			\$
			\$ 100.75

State of Minnesota, }
County of Scott } ss.
F.C. Irwin

being duly sworn, deposes and says, that he is Attorney for the party foreclosing the mortgage mentioned in the printed notice attached to the foregoing printer's affidavit. That the above and foregoing items of costs and disbursements have been absolutely and unconditionally paid or incurred in the foreclosure of said mortgage, and that the same and the whole thereof is just and true.

Subscribed and sworn to before me this
20th ~~day of~~ March 1912
A. J. Irwin
Notary Public
Scott County, Minn.
My commission expires March 9 1914

V. SHERIFF'S CERTIFICATE

State of Minnesota, }
County of Carver } ss.
I, *G. A. Gatz* as Sheriff
of the County of Carver and State of Minnesota, do hereby certify and return, that
in pursuance and by virtue of a power of sale contained in the mortgage described in the annexed printed
notice, which said mortgage was made and dated on the 29th day of December 1904
by Christena Wherley and Joseph Wherley her husband mortgagors
to D.M. Hallinan mortgagee
and duly recorded on the 30th day of December 1904, at 11 o'clock
A.M., in the office of the Register of Deeds of said Carver County, in Book
X of Mortgages, on page 416 which said mortgage was duly assigned by the said

to
by an instrument in writing, dated on the day of 19,
which said assignment was duly recorded in the office of said Register of Deeds on the
day of 19, at o'clock M., in Book of on page

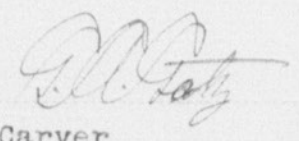
and in pursuance of said notice of the foreclosure of said mortgage by advertisement, I did, at the place and time therein set and appointed, to-wit: At the front door of the Court House, in City of Chaska in said County, on ~~Wednesday~~ the 20th day of March 1912, at 11 o'clock A. M., expose for sale, and did sell at public auction the following premises described in and covered by said mortgage, lying and being in said Carver County, and which are therein and in said printed notice described as follows, and for the following price, to-wit: The south east quarter of Section eighteen (18) Township one hundred and fourteen (114) Range No twenty five (25) west.

to D. M. Hallman
for the sum of Fifty one hundred & Thirty eight ⁷⁵/₁₀₀ Dollars
he being the highest bidder, and that being the highest price bidden for said piece or parcel.
That said sale was in all respects openly, honestly, fairly and lawfully conducted, and that the above described premises, so sold as aforesaid, are subject to redemption at any time within one year from said 20th day of March 1912.

In Testimony Whereof, I have hereunto set my hand and seal this 20th day of March 1912

IN PRESENCE OF

H. J. J. J.
Albert Meyer


As Sheriff of Carver County, Minn.
By Deputy

Seal

State of Minnesota,
County of Carver ss.

On this 20th day of March 1912, before me personally appeared

G. A. Gatz
to me known to be the same person who executed the foregoing instrument, and to be the Sheriff of the County of Carver in the State of Minnesota, and he acknowledged that he executed the same as the free act and deed of said Sheriff.

Albert Meyer
Notary Public, Carver County, Minn.
My commission expires 19

VI. SHERIFF'S AFFIDAVIT

State of Minnesota,

County of Carver

ss.

being first duly sworn, deposes and says, that he is, and at the time of the sale hereinafter mentioned was, the Sheriff of said Carver County, and as such, by virtue of a power of sale contained in the mortgage described in the foregoing and annexed printed notice of the foreclosure of said mortgage by a sale of the mortgaged premises, which said mortgage was made and dated on the 29th day of December 1904, by Christena Wherley and husband to D.M. Hallinan and duly recorded on the 30th day of December 1904, at 11 o'clock A.M., in the office of the Register of Deeds, in said Carver County, in Book X of Mortgages, page 416 and which mortgage is fully described in the foregoing Sheriff's Certificate; and also by virtue and in pursuance of said printed notice, duly given, as by the affidavits hereto annexed appears, he did, at the time and place therein appointed, to-wit: On the 20th day of March 1912, at eleven o'clock A.M., at the front door of the Court House, in the City of Chaska in said Carver County, expose for sale, and did sell at public auction the premises mortgaged in said mortgage, lying and being in said Carver County, and which are therein and in said printed notice described as follows, and for the following price, to-wit:...

The south east quarter of Section No eighteen (18) Township one hundred and fourteen (114) Range No r twenty five (25) west

to D.M. Hallinan for the sum of Fifty one hundred & Thirty Eight - 35/100 Dollars, he being the highest bidder, and that being the highest price bidden for said piece or parcel.

Subscribed and sworn to before me this 20th day of March 1912

Albert Meyer
Register of Deeds Carver County, Minn.
My commission expires 19...

FORECLOSURE SALE
RECORD

Christena Wherley

By the Sheriff of Carver County, Minnesota,

TO

Office of Register of Deeds

County of Carver Minn.

I hereby certify that the within Printer's Affidavit with Notice of Sale attached, Affidavit of Service of Notice (or Vacancy), Statement of Costs and Disbursements, Sheriff's Certificate and Sheriff's Affidavit were filed for record in this office on the 20th day of March 1912

at 1 o'clock P.M. and were duly recorded in Book B of Sheriff's Cert. on page 54

Albert Meyer
Register of Deeds

Deputy

3412000

What D.C. Brown, Bill Hane

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State of Minnesota

District Court

County of Carver

Eighth Judicial District

-----:-----

Lizzie Wolter

Plaintiff

vs

Joseph Wherley and Margaret Wherley

Defendants

-----:-----

Said plaintiff for her reply to the answer of the defendants in the above entitled action respectfully states and shows to the Court:

That she denies each and every allegation, matter and thing in said answer contained, save as the same may have been heretofore stated in her complaint in said action.

Wherefore she prays judgment as in and by her complaint herein.

O. S. Vesta and W. H. Dece
Attorneys for Plaintiff,
Chaska, Minn.

170
District Court
Carver County

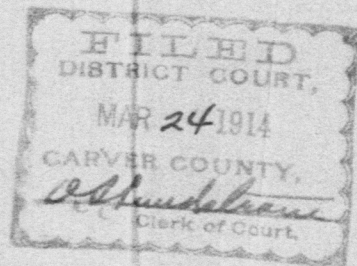
Lizzie Walter
Plff.

vs.

Joseph Wherley et al.
Defts.

Reply

Original



O. S. Vesta and W. F. Osell
Atty. for Plff.
Chaska, Minn.

E 171

/ State of Minnesota

District Court

County of Carver

Eighth Judicial District

Lizzie Wolter Plaintiff

vs

Joseph Wherley and
Margaret Wherley Defendants

The Defendants for their answer to the complaint of the Plaintiffs, in the above entitled action, respectfully states and shows to this Court.

That they deny each and every allegation, statement matter and thing in said complaint contained not hereinafter expressly admitted.

Further answering Defendants admit the first, second and third paragraphs of said complaint.

Further answering also admit that Christina Wherley was at the time of her death ^{was} the owner of the land described in the complaint, subject how-
2 ever to the terms and conditions of that certain mortgage to one D.M. Hallinan thereon, as described in the 5th paragraph of said complaint. Further answering Defendants admit that on or about the date mentioned in the 6th paragraph of said complaint the Defendant Joseph Wherley was duly appointed guardian of his said children, including this Plaintiff and is still the guardian of the youngest child, a boy who is now about sixteen years of age. Also admits that property of the value of about \$400 be-
3 longing to said Plaintiff came into the possession of the Defendant Jos Wherley as such guardian, but specifically denies that he has refused and neglected to account for the same to said Plaintiff or otherwise, and alleges that he has used said money and property for the use and benefit of said Plaintiff and for her needs and has rendered to her a full and com-
plete account of the whole thereof and has offered and tendered to her the amount due her which she has refused to accept or take. And further alleges that he has the amount so due her ready at any time and is ready and will-
ing to pay her the same.

Further answering Defendants admit that the Defendant Jos Wherley moved

onto said land about the time alleged, and admits that he farmed the same but specifically denies that he so farmed the same for his own ~~xxxx~~ own use, but alleges that the same was so farmed for the use of the whole family including said Plaintiff, and who were at home upon said farm and that they all lived together on said farm and each had the benefits of the same after the payment of the taxes on said land and other improvements and expenses on said farm.

Further answering Defendants admit that said Mortgagee D.M.Hallinan, upon default being made in the terms and conditions of said mortgage foreclosed said mortgage pursuant to the power of sale therein contained, and that said D.M.Hallinan did bid in said premises at the sale thereof on March 20th 1912, and that said sale was open and above board and so held after due and published notice thereof had been given as provided by law. That no redemption from said sale had been made by any person either the said Defendant Joseph Wherley or this Plaintiff or any person interested in said estate, and that said Plaintiff or her said sister or brother who were all of full age, ever in any manner attempted to redeem from said mortgage either directly or indirectly and that the year of redemption allowed by law for said redemption expired and no attempt at redemption thereof had been made and that said D.M.Hallinan then became the owner and seized of the title in fee of said lands upon the expiration of the said year of redemption.

Further answering Defendants specifically deny that at any time the said Defendant Jos Wherley and the said D.M.Hallinan the owner of said mortgage ever in any manner fraudulently or other wise entered into any agreement for the purpose of conspiring to defraud or deprive said Plaintiff or the other children of said Christina Wherley of said property, and specifically deny that any agreement was ever entered into between said Jos. Wherley and said Hallinan whereby said Wherley was to forego his right of redemption of said land, or that said Hallinan was to rec^ovey the same back to him at the end of said time of redemption.

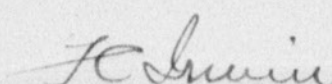
Further answering the Defendant allege that after said year of redemption had expired said Joseph Wherley and the Defendant Margaret Wherley were

about to be married and that said Joseph Wherley and said D.M.Hallinan did make an agreement whereby said Jos Wherley was to repurchase said land paying said Hallinan therefor the amount he had paid on said sale thereof and the interest thereon for one year and some thing in additional, amounting in all to the sum of ~~\$2200~~ \$5500. and that said Hallinan did reconvey the said land to said Wherley and took back from said Wherley another mortgage on said land to secure said payment. That the Defendants specifically deny that the same was a redemption of said land from said sale but an absolute purchase of the same from said Hallinan, and specifically deny that the same was done with the fraudulent intent to deprive said Plaintiff or any other person of any rights in said land.

Further answering Defendants allege that the foreclosure of said mortgage was well known to said Plaintiff at said time as well as to her brother and sister who were of full age, and that said Plaintiff well knew when said time of redemption thereof would expire, and that said Plaintiff as well as her brother and sister who were of full age had full and ample opportunity to redeem therefrom, and that said Plaintiff well knew of said repurchase of said land by her father Jos. Wherley and was by and with her consent and at her wish.

Further answering Defendant allege that there has been a nonjoinder or misjoinder of parties Plaintiff in this action, and that all the children of said Christiana Wherley are proper parties Plaintiff herein and should be joined as parties Plaintiff herein, and further allege that there is a non joinder of parties Defendant in said action and that said D.M.Hallinan should be joined as parties Defendant in this action.

Wherefore Defendant demand judgment that the Plaintiff take nothing by her said action and that this Defendant Joseph Wherley be adjudged to be the owner in fee of the land described in the complaint herein, and that he recover herein his costs and disbursement, and for such other and further relief in the premises as may be just and proper.


 Attorney for Defendants
 Belle Plaine Minn

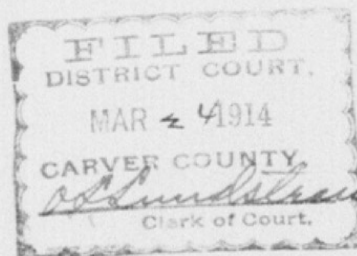
#170

Dist Court - 8th Dist -
County of Carver

Lizzie Molter
vs Puff

Joseph Wherley and
Margaret Wherley
Defts

Answer



F. G. Irwin,
Attorney for Defendants
Belle Plaine, Minn.

E171

Wanted copy Jan 18-14

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STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

-----:-----
Lizzie Wolter

Plaintiff

vs.

(Summons)

Joseph Wherley and Margaret Wherley

Defendants
-----:-----

The State of Minnesota, To the above named Defendants:

You and each of you are hereby summoned and required to answer the complaint of the plaintiff in the above entitled action, which complaint is hereto annexed and herewith served upon you, and to serve a copy of your answer to the said complaint on W. F. Odell, one of the subscribers hereto, at his office in the City of Henderson in the County of Sibley 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 serve your answer to the said complaint within the time aforesaid, the plaintiff in this action will apply to the Court for the relief demanded in said complaint.

O. S. Vesta

Arlington, Minn.

W. F. Odell

Henderson, Minn.

Attorneys for Plaintiff.

STATE OF MINNESOTA
County of Carver

DISTRICT COURT
Eighth Judicial District

-----:-----
Lizzie Wolter

Plaintiff

vs.

(Complaint)

Joseph Wherley and Margaret Wherley

Defendants
-----:-----

Said plaintiff for her complaint in the above entitled action respectfully states and shows to the Court:

1. That she is the daughter of said defendant Joseph Wherley, and is 23 years of age.
2. That said defendants are husband and wife.
3. That the mother of said plaintiff was one Christina Wherley, a former wife of said defendant Joseph Wherley. That said Christina Wherley died intestate on the 11th day of October, 1906, leaving her surviving her husband, said defendant Joseph Wherley, this plaintiff and two other daughters and two sons. That at the time of the death of said Christina Wherley, she with her husband, said defendant, and their family resided at Dickinson in the State of North Dakota.
4. That said Christina Wherley, at the time of her death, was the owner in fee simple, subject to the mortgage hereafter referred to in paragraph 5 hereof, of the Southeast quarter (S.E. $\frac{1}{4}$) of Section No. Eighteen (18), Township 114, Range 25^{*said Carver County*}. That no proceedings for the probate of the estate of said Christina Wherley were ever had in this state and no judicial determination as to who constituted the heirs of said Christina Wherley was ever made or entered, but plaintiff avers that she, as a surviving daughter of said Christina Wherley became seized in fee on the death of Christina Wherley of an undivided $\frac{1}{5}$ of the undivided $\frac{2}{3}$ of the lands hereinbefore described and that said

defendant Joseph Wherley, as the surviving spouse of said Christina Wherley, then became seized in fee of an undivided 1/3 of said lands; and said plaintiff avers that, ever since the death of said Christina Wherley, said defendant Joseph Wherley and this plaintiff have been, and they now are, owners in common with the other heirs of said Christina Wherley of the lands hereinbefore described.

5. That on, to-wit, Dec. 29, 1904, said Christina Wherley, her husband, said defendant Joseph Wherley, joining with her therein, made, executed and delivered to one D. M. Hallinan a mortgage on the premises hereinbefore described to secure the payment of one promissory note for \$4000.00, which said mortgage was recorded in the office of the Register of Deeds for said Carver County on December 30, 1904, in Book X of Mortgages at page 24, and which said note was of even date with said mortgage, became due Dec. 29, 1909, bore interest at the rate of 5 1/2% per annum, was payable to said D. M. Hallinan and executed by said Christina Wherley and said Joseph Wherley. That said mortgage contained a power of sale in the usual form authorizing the foreclosure of said mortgage by a sale of the mortgaged premises in case of default by the mortgagors in the conditions of said mortgage.

6. That shortly after the death of said Christina Wherley and on, to-wit, October 26, 1906, on proceedings duly had in the Probate Court for the County of Stark, North Dakota, said defendant Joseph Wherley was appointed guardian of the person and estate of said plaintiff; that he thereafter qualified as such guardian by giving the bond and taking the oath required by law and by the order appointing him, and on, to-wit, October 29, 1906, letters of guardianship of the person and estate of said plaintiff were issued to said defendant Joseph Wherley by said Probate Court. That property and estate of said plaintiff of the value of \$400.00 thereafter came into the possession of said defendant Joseph Wherley as such guardian, and said defendant still retains said sum and the increase thereof and has at all times since said plaintiff became of full age refused and failed to render an account of his guardianship to this plaintiff or to said Probate Court and has never

been discharged as such guardian by said Court.

7. That some time after the death of said Christina Wherley said defendant Joseph Wherley moved upon the premises described in paragraph 4 hereof, and has ever since moving thereon farmed the same for his sole benefit and to his sole profit.

8. That, while said defendant Joseph Wherley was so in possession of said premises, and on March 20, 1912, default having occurred in the performance by the mortgagors of the conditions of the mortgage referred to in paragraph 5 hereof, pursuant to the power of sale contained in said mortgage the mortgagee therein, said D. M. Hallinan, caused said mortgage to be foreclosed by the sale of said premises, and at such sale he, said D. M. Hallinan, purchased said premises for the sum of \$5138.35.

9. That no redemption was made from said sale within the year for redemption allowed by law, but plaintiff avers that, prior to the expiration of the year of redemption from said sale, said defendant Joseph Wherley and said purchaser, said D. M. Hallinan, wrongfully and fraudulently conspiring to defraud and deprive this plaintiff and the other children of said Christina Wherley of their title and interest in said premises, entered into an agreement by the terms of which said Wherley agreed to forego his right to redeem from said sale within the period provided by law and in consideration whereof said Hallinan agreed to convey said premises by deed of warranty to said Wherley on the delivery by said Wherley to said Hallinan, after the expiration of said year of redemption, of a new mortgage upon said premises.

10. That said agreement was so entered into by said defendant Joseph Wherley and said Hallinan with the intent then and there had and entertained by the said Wherley of wrongfully, unlawfully, and fraudulently depriving this plaintiff of her right, title and interest in and to said premises and of wrongfully, fraudulently, and unlawfully procuring title to all of said premises in said Wherley free from any right or title in this plaintiff or any other of the surviving children of said Christina Wherley; that said purpose and intent of said Wherley

was then known to and understood by the said Hallinan, and said agreement was so entered into by said Hallinan for the purpose of enabling said Wherley fraudulently to obtain title to said premises and to deprive this plaintiff of her interest therein.

11. That, in furtherance of said conspiracy, and pursuant to said fraudulent agreement, and for the purpose of carrying said agreement into effect, on March 22, 1913, the second day after the expiration of the year of redemption from the foreclosure sale hereinbefore referred to, said Hallinan by deed of warranty dated and acknowledged on said date, for the expressed consideration of \$5500.00, conveyed said premises to said Wherley, and said Wherley on said date made and delivered to said Hallinan a mortgage on said premises to secure the payment of one promissory note for \$5500.00 dated on said date, due March 22, 1920, bearing interest at the rate of $5\frac{1}{2}\%$ per annum, which said mortgage was thereafter recorded in the office of the Register of Deeds for said Carver County in Book 2 of Mortgages at page 45. That the transaction made up of the execution of said deed and of said note and mortgage was intended by the parties thereto to have the appearance of a bona fide sale of said premises by said Hallinan to said Wherley and a bona fide mortgaging of said premises by said Wherley to said Hallinan and was fraudulently given such appearance by the parties thereto for the purpose of concealing the fraudulent character thereof and said transaction was in truth and fact a redemption of said premises from the foreclosure sale hereinbefore referred to and was so understood and intended by the parties thereto and the only consideration for the execution of said deed by said Hallinan to said Wherley was the execution of said note and said mortgage by said Wherley to said Hallinan, and the amount of said note and the expressed consideration of said deed and of said mortgage represented the amount bid for said premises by said Hallinan on said foreclosure sale with the interest accrued thereon from the date of said sale, which said amount and interest is wholly disproportionate to the value of said premises.

12. That since the execution of said fraudulent conspiracy and agreement by said Wherley and said Hallinan as aforesaid said Wherley asserts and claims that he is the owner in fee simple of said premises free from any title or interest therein of this plaintiff or any other of the children of said Christina Wherley, and he asserts that this plaintiff has no title or interest in or to said premises or any part thereof.

Wherefore said plaintiff prays the judgment of this Court:

1st. Determining, adjudging, and decreeing that the transaction hereinbefore referred to and consisting of the execution by said Hallinan to said Wherley of the warranty deed to said premises dated and acknowledged on March 22, 1913, and of the execution by said Wherley to said Hallinan of the mortgage recorded in the office of the Register of Deeds for Carver County in Book 2 of Mortgages at page 45 was in truth and fact a redemption thereof from the mortgage foreclosure sale of said premises held on March 20, 1912, the sheriff's certificate of which said sale is recorded in the office of said Register of Deeds in Book B of Sheriff's Certificates at page 54.

2nd. Adjudging and decreeing that she is the owner in fee simple of an undivided 1/5 of an undivided 2/3 of the premises described in paragraph 4 of this complaint subject to the rights of said Hallinan under the mortgage referred to in paragraph 11 of this complaint.

3rd. For such other relief as to the Court may seem meet and proper.

4th. For her costs and disbursements herein.

O. S. Senta

Arlington, Minn.

W. F. Odell

Henderson, Minn.

Attorneys for Plaintiff.

State of Minnesota,

ss.

County of

being first duly sworn upon oath says

that he is the

in the foregoing

and within entitled action; that he has heard read the foregoing

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 this

day of

19

Notary Public

Minnesota.

My Commission Expires

State of Minnesota,

ss.

County.

COURT.

JUDICIAL DISTRICT.

AGAINST

Plaintiff.

SUMMONS.

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, which complaint is hereto annexed and herewith served upon you

Court, at the

County of

and State of Minnesota, and to serve a copy of your answer to the

said complaint on the subscriber, at

office, in the

of

in said County of

within

days after service of this summons upon

you, exclusive of the day of such service; and if you fail to answer the said complaint within the time afore-

said, the plaintiff in this action will take judgment against you for the sum of

Dollars, (\$

)

with interest at the rate of

per

cent per annum since the

day of

19

together with Plaintiff's costs and disbursements herein.

Dated

19

Plaintiff's Attorney.

Minn.

Original 170

State of Minnesota,
County of Carver
District Court.
Lizzie Walter

Plaintiff.

vs.

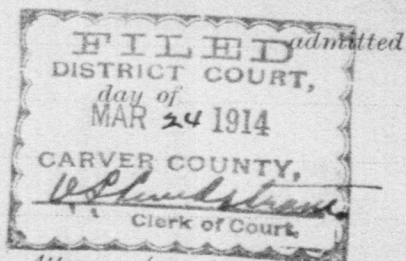
Joseph Wherley et al.

Defendants

Summons & Complaint

Due and personal service of the within

this



Attorney for

W. F. ODELL, ^{Henderson,}
J. S. West, ^{Minn.}
Arlington, Minn.

Attorneys for

Plaintiff

EVI

State of Minnesota,

County of

ss.

and says, that at the

day of

upon

herein named, personally, by

leaving with said

with

at the house of the usual abode of said

, a

person of suitable age and discretion, then resident therein, a true and correct copy of said

Subscribed and sworn to before me this

day of

19

Notary Public,

My Commission Expires

County, Minn.

Illegible
(Light Ink)

STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

Lizzie Wolter

Plaintiff

vs.

Joseph Wherley and Margaret Wherley

Defendants

State of Minnesota)
County of Sibley) ss.

Charles Wegge, being first duly sworn says that he is and for some time past has been, sheriff of said Sibley County; that on November 10, 1913, at the Town of Hancock in said Carver County, he served the annexed summons and complaint upon the said defendant Joseph Wherley by then and there handing to and leaving with said Joseph Wherley, to affiant well known, a true and correct copy of said summons and complaint, and upon said defendant Margaret Wherley by then and there leaving a copy thereof at the house of the usual abode of said Margaret Wherley with said Joseph Wherley, a person of suitable age and discretion then residing therein.

Charles Wegge

Subscribed and sworn to before me this 10th day of November, 1913.

S. J. Mc. Mahon
Deputy Auditor

Sibley Co. Minn.

Fees:

Mileage, 34 miles, - - -	\$3.40
Service, on two, - - -	2.00
Total - - -	\$5.40

No.

17-3386

DISTRICT COURT,

Carver County, Minnesota

Luey M. Harnes
Plaintiff

vs.

Emil Harnes
Defendant

John J. Shey
Plaintiff's Attorney

W. & H. F. Odell
Defendant's Attorney

Date of Entry February 25th 1914

Register of Actions, E Page 172

Term Tried 191

Judgment for

Amount of Judgment, \$

Date of Judgment 191

Judgment Book Page

Default Judgment Book Page

Date of Docketing 191

171
DISTRICT COURT

Eight

Judicial District

County of

Barber

Lucy M. Harms

Pff.

vs.
Emil Harms

Def.

NOTE OF ISSUE

Issue of Law and Fact.

LAST PLEADING SERVED

October 22, 1913

John J. Faher

Attorney for Plaintiff

W.C. Woodell

Attorney for Defendant

Will the Clerk please file this Note of
Issue, and enter the cause on the Calendar
for the March A. D. 1914
General Term of this Court.

Yours respectfully,

W.C. Woodell

Attorney for Defendant.

Filed

February 23rd 1914

191-591500

F172

STATE OF MINNESOTA, }

DISTRICT COURT,

County of

Carver

ss.

Eight

Judicial District

Lucy M. Harms

Plaintiff

vs.
Emil Harms

Defendant

Sir: You will Please to Take Notice, That the issue

fact

in the above entitled action will be brought on for

trial

at the next

General

Term of the District Court to be held in and for the County of

Carver

at the Court House in the

City of Chaska

in said County on the

9th

day of

March

A. D. 1914

, at the opening of said Court on that day, or as soon there-

after as counsel can be heard.

Dated

Feb 24th

1914

Yours respectfully,

W. C. & W. J. Orell

Attorney for

Defendant

To

John J. Lakey Esq.
Attorney for Plaintiff

District Court,

8th

Judicial District

County of

Carver

Lurey M. Karnus

Plaintiff

vs

Emil Karnus

Defendant

Notice of Trial.

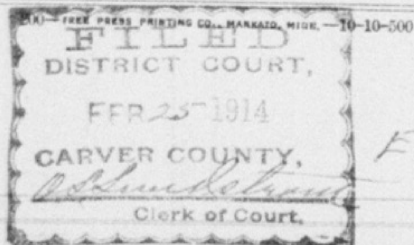
Due service of the within Notice is
hereby admitted this 24th
day of February 1914
at Chaska, Minn

John J. Fahy

Attorney for Plaintiff

W. C. & W. J. Oull

Attorney for Defendant



No. 2387
214

DISTRICT COURT,

Carver County, Minnesota

Michael Bentner et al
Plaintiff's

vs.

Albert J. Debbin et al
Defendant's

Ludwig Arctander & Hermann K. Holbye
Plaintiff's Attorneys

Defendant's Attorney

Date of Entry February 27 1914

Register of Actions, E Page 173

Term Tried.....191

Judgment for.....

Amount of Judgment, \$.....

Date of Judgment.....191

Judgment Book.....Page.....

Default Judgment Book.....Page.....

Date of Docketing.....191

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT

Michael Bintner and Frank Lawson,
co-partners as Bintner & Lawson,

Plaintiffs,

- vs -

Albert J. Dobbin and Verona Dobbin,
Helen A. Raymond, Hydraulic Press
Brick Company, a corporation and
Phoenix Building and Investment
Company, a corporation,

Defendants.

C O M P L A I N T

Plaintiffs for their complaint herein allege:

1. That plaintiffs now are and during all the times herein mentioned, were co-partners doing business under the firm name and style of Bintner and Lawson, in the City of Minneapolis, County of Hennepin and State of Minnesota.

Fol 1

2. That between the 9th day of September, 1913 and the 24th day of November, 1913, plaintiffs, at the special instance and request of the defendant, Phoenix Building and Investment Company and with the knowledge and consent of Albert J. Dobbin and Verona Dobbin, sold and delivered and furnished to said defendants, certain

goods, wares, merchandise and building materials consisting of storm sashes, doors, windows, cellar sashes, screens and mill work prepared and manufactured in plaintiffs' shops on the express agreement and understanding that the same should be used in and about the erection and construction

Fol 2

of a certain dwelling house on the premises hereinafter mentioned, all of the reasonable value and agreed price of Two Hundred Fourteen and 90/100 Dollars (\$214.90). That an itemized account and bill of particulars thereof duly verified, is hereto attached marked Exhibit "A" and made a part hereof; that said materials so furnished, as aforesaid, and

the whole thereof, were actually used in and about the erection and construction of said building.

3. That the premises upon which said building was erected, as aforesaid, are described as follows:

Fol 3 Lot D Bardwell Acres, Lake Minnetonka, according to the plat thereof on file and of record in the office of the Register of Deeds of Carver County, Minnesota; and that at the time of the furnishing of said materials and labor in and about the erection and construction of said building, as aforesaid, the defendants Albert J. Dobbin and Verona Dobbin were and still are the owners in fee of said premises.

4. That the first item of said materials so furnished was furnished and delivered on the 9th day of September, 1913 and the last item on the 24th day of November, 1913.

Fol 4 That thereafter and within ninety days from the furnishing and delivery of the last item thereof, these plaintiff's caused to be made their statement and claim of lien duly verified in all respects conforming to the statutes of the State of Minnesota, relating to Mechanics Liens for the purpose of claiming a lien on said premises; and that a true and correct copy of said statement and claim of lien is hereto attached marked Exhibit "B" and made a part hereof; and that on the 18th day of December, 1913, said statement and claim of lien was duly filed for record and recorded in the office of the Register of Deeds within and for the County of Carver, State of Minnesota.

Fol 5 5. That the defendant Helen A. Raymond, claims a lien on the said premises by reason of a certain mortgage for Three Thousand Nine Dollars made and executed by the defendants, Albert J. Dobbin and Verona Dobbin to Charles M. Drew on the 20th day of June, 1913, and filed for record with the Register of Deeds in and for said Carver County, on the 28th day of June, 1913, which said mortgage was on the

8th day of July, 1913, assigned to the defendant, Helen A. Raymond and which said assignment was on the 24th day of July, recorded in the office of the Register of Deeds in and for Carver County, Minnesota. That the said mortgage was made and filed for record after
Fol 6 the actual and visible beginning of the improvement and building, for which materials and labor were furnished by these plaintiffs and is subordinate to the lien claim of the plaintiffs herein.

6. That defendant, Hydraulic Press Brick Company, claims a lien on said premises by reason of material furnished in and about the construction of said dwelling house.

W H E R E F O R E, plaintiffs pray that they have judgment against the Phoenix Building and Investment Company and Albert J. Dobbin and Verona Dobbin, and each of them, for the sum of Two Hundred Fourteen and 90/100 Dollars (\$214.90) with interest at the rate of six per cent per annum since November 24, 1913, and for
Fol 7 their attorneys fees and costs and disbursements herein, and that the same be adjudged to be and to have been since the 18th day of December, 1913, a valid lien upon said premises superior and prior to the lien or interest of defendant Helen A. Raymond and equal to and co-ordinate with any lien which the Hydraulic Press Brick Company may be adjudged to be entitled; and that the amount and validity of the liens of the respective parties be adjudged and determined and said liens be foreclosed and said premises sold by the sheriff of the County of Carver, pursuant to law to pay and satisfy the same, and for such other and further relief as to the court may seem just and equitable.

Dated this 24 day of February, 1914.

LUDVIG ARCTANDER and GUNNAR H. NORDBYE
Attorneys for Plaintiffs.

Res.: 1128 Sheridan Ave. N.; 1011 6th St. S. E.,
Office: 324 New York Life Building,
Minneapolis, Minnesota.

State of Minnesota)
County of Hennepin) SS.

Michael Bintner being first duly sworn on oath deposes and says; that he is one of the plaintiffs in the foregoing and entitled action; that he has heard read the foregoing complaint; 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 the same to be true.

Michael Bintner

Subscribed and sworn to before me this
24 day of February, 1914.

James H. Moody
Notary Public Hennepin County, Minnesota.
My commission expires August 22nd, 1918.

EXHIBIT A

N. W. Phone Nicollet 3823

Tri-State Phone Center 3070

BINTNER & LAWSON

Manufacturers

Sash, Doors, Moulding and Cabinet Work

Office and Store Fixtures

216-218 South Sixth Street

Minneapolis, Minn., Nov. 24, 1913.

Sold To Phoenix Building & Investment Co., for
Albert J. Dobbin.
Address Excelsior, Minn.

.....

Sept. 9 - Contract on windows, screens and doors . . \$200.00

Nov. 24 - 1 Cellar Sash opg 16X22 1 3/2 gglz. .\$.70

1 Cellar Sash opg 16X22 1 1/8 gglz. . .70

1 Screen -- opg 16X22 1 1/2 Black . .40

1 Screen 24X24 2 lts 1 1/8 Black . . .75

1 pair Sash 45X41 1/2" opg cut to match
sash2.70

1 pair St. Sh. 45X41 1/2" 1 1/8 glz. . .1.85

1 St. Sh. 24X24 2 lts 1 1/8 glz. . . 1.30

1 pair st. doors 6-0X6-8 12 lts in
each door 1 1/8 glz.6.50

\$ 14.90

Total \$214.90

---oOo---

State of Minnesota)
County of Hennepin) SS.

Michael Bintner being first duly sworn upon oath says;
that he is a member of the co-partnership of Bintner and Law-
son; that he has access to the books and accounts of said
co-partnership, and that he has personal knowledge of facts
concerning the sale and delivery of windows, screens and
doors, etc. to and upon the follosing described premises, to-
wit:

Lot D, Bardwell Acres, Lake Minnetonka, County of Car-
ver, State of Minnesota; that the foregoing statement is a
true and correct account showing specifically items of
material furnished and delivered to and upon said premises.

Michael Bintner

Subscribed and sworn to before me this
24 day of February, 1914.

James W. Nordby
Notary Public, Hennepin County, Minnesota.
My commission expires August 22nd, 1918.

EXHIBIT A

EXHIBIT B.

State of Minnesota)
County of Carver) SS.

Mechanics', Material
Men's or Laborer's Statement.

In the Matter of the Claim of Lien of:

Michael Bintner and Frank Lawson, co-partners doing
business under the firm name and style of Bintner and
Lawson.

NOTICE IS HEREBY GIVEN, That Michael Bintner and Frank
Lawson, co-partners as Bintner and Lawson of the City of
Minneapolis, Hennepin County and State aforesaid, claiming
lien under Chapter 69, Revised Laws 1905, entitled "Liens
for Labor and Material for Improvement of Real Estate", and
wishing to avail themselves of the benefits thereof, and
to continue such Lien, make the following statement in
writing, setting forth:

1. Notice is hereby given of the intention of said
Bintner and Lawson to claim and hold a lien on the lands
and property hereinafter described, for the sum of Two
Hundred Fourteen and 90/100 Dollars, and interest thereon,
from November 24, 1913.

2. That such amount is due and owing to this Claim-
ant for materials furnished and supplied to, and for the
following described improvements, by reason of the fol-
lowing facts, to-wit: That said Bintner and Lawson fur-
nished material to Alfred J. Dobbin of the agreed and res-
sonable value of Two Hundred and fourteen and 90/100 Dol-
lars (\$214.90), said materials were furnished to the said
Alfred J. Dobbin for the purpose of being used and were
actually so used in the construction of a certain dwelling
house situated on the premises hereinafter described.

3. The name of the Claimant is Bintner and Lawson and
name of the person for and to whom said material was pre-
formed and furnished is Alfred J. Dobbin.

4. That dates when the first item of such material
was furnished, is September 9, 1913. The date when the last
item of such material was furnished, is November 24, 1913.

5. The following is a description of the property to
be charged with the Lien:

Lot D of Bardwell acres, Lake Minnetonka, Carver County,
Town of Chanhassen, State of Minnesota, according to the
plat thereof now on file and of record in the office of the
Register of Deeds in and for Carver County, State of Minne-
sota.

6. The names of the owners of the property charged
with the Lien at the time of making this statement, are
Alfred J. Dobbin and Verona Dobbin according to the best
information now had.

Bintner and Lawson,
By Michael Bintner.

Dated December 16, 1913.

EXHIBIT B (CONT)

State of Minnesota)
County of Hennepin) SS.

Michael Bintner of said County, being duly sworn, says he is a member of the firm of Bintner & Lawson the persons named as claimants in the foregoing Lien Statement; that he has knowledge of the facts therein stated, and that the same are true.

Michael Bintner.

Subscribed and sworn to
before me this 16th day
of December, 1913.

Gunnar H. Nordbye
Notary Public, Hennepin County, Minn.
My commission expires August 22, 1918.

Seal

EXHIBIT B

172.
ORIGINAL

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

Michael Bintner, et al.
Plaintiffs,

-VS-

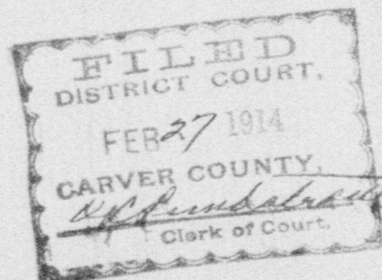
Albert J. Dobbin, et al.
Defendants.

C O M P L A I N T

Due and personal service of
the within complaint is
hereby admitted this _____
day of February, 1914.

Attorneys for _____

LUDVIG ARCTANDER & GUNNAR H.
NORDBYE,
Attorneys for Plaintiffs,
324 New York Life Bldg.,
Minneapolis, Minn.



E 173.