



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

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No. 3068

DISTRICT COURT,
CARVER COUNTY, MINN.

Charles H. Kleinchal
Plaintiff.

vs
Frank M. Mueser
Defendant.

Odell & Odell
Plaintiff's Attorney.

Thos. H. Craven
Defendant's Attorney.

Date of Entry Mar 1 1907

Register of Actions 8 Page 486

Term Tried 19

Judgment for

Amount of Judgment \$

Date of Judgment 19

Judgment Book Page

Default Judgment Book Page

Date of Docketing 19

State of Minnesota,

County of Carver

} ss.

I hereby certify and return, that on the
25th day of January 1907, at the ~~Town of~~ City of Chaska
in the County of Carver in said State, I served the within
Summons upon the within named defendant, Frank Myrnes
by reading to him and then and there handing to and leaving with him, ^{personally} a true
copy of said Summons.

Dated this 25th day of January 1907

Sheriff's Fees, Return, \$ 25

Mileage \$ 20

copy 15

60

Sheriff W. A. Gatz County, Minn.
By _____ Deputy.

State of Minnesota
ss
County of Carver

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

You are hereby commanded to summon Frank Muvres 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 seventh day of February A.D. 1907 at 10 o'clock in the forenoon of said day, at my office in the City of Chaska in said County, to answer to the complaint of Charles H. Klein and Christ P. Klein plaintiffs in a civil action, wherein the plaintiffs claim the sum of One Hundred Dollars; and have you then and there this Writ.

Given under my hand and dated this 19th day of January A.D. 1907.

Henry Brinshaw
Justice of the Peace.

Original

Filed this 7th day
of Feb. A.D. 1907
Henry Brintlauss

CARVER COUNTY
FILED

MAR 1 1907

H. O. Muehlberg

(485)

Given under my hand and seal this 10th day of January A.D. 1907.

Colfax; and have and there set their this writ.

Witness in a civil action, wherein the plaintiff claims the use of the water

said water, is named in the complaint of Charles E. Klein and Christ P. Klein

at 10 o'clock in the forenoon of said day, at an office in the City of Dakota in

junction of the river in and for said County, on the seventh day of January A.D. 1907

shall be found in said County, in and said action before the undersigned, one of the

Notary Public in and for said County, in and said action before the undersigned, one of the

County:

Notary Public in and for said County, in and said action before the undersigned, one of the

Justice of the Peace.

Henry Brintlauss

STATE OF MINNESOTA
County of Carver

IN JUSTICE'S COURT
Before Henry Brinkhaus, Esq., J.P.

-----::-----
Charles H. Klein and Christ P. Klein

Plaintiffs

vs

Frank Muvres

Defendant
-----::-----

Said plaintiffs for their complaint in the above entitled action respectfully state and show to the Court:

(1). That they now are, and at all the times herein mentioned have been, the owners seized in fee of that tract or parcel of land situate in said County of Carver and State of Minnesota described as follows, viz: The Southwest Quarter of Section 4, Township 115, Range 23, excepting those parcels of land in said tract which have been heretofore sold by these plaintiffs or their predecessors. That part of said tract of land is used by these plaintiffs for brickyard purposes, and the remainder of said tract of land consists of cultivated land, timber land, pasture land, and meadow land, and has been used for farm purposes for many years past.

(2). That on, to-wit, the 7th day of January 1904, an agreement was entered into by and between these plaintiffs and said defendant by the terms of which these plaintiffs let and leased to said defendant and said defendant took from these plaintiffs, from said 7th day of January 1904 to the 1st day of October 1906, all that parcel of land hereinbefore alleged to belong to these plaintiffs in fee simple excepting those portions of said premises used for brickyard purposes and for a road to connect said brickyard with the public highway, and in and by the terms of said agreement these plaintiffs reserved the right to take and appropriate so much of the premises thereby leased to said defendant as might be necessary for the operation and extension of the brickyard operated by them on said tract of land.

(3). That on, to-wit, the 7th day of January 1904, said defendant entered upon and took possession of the premises so let and leased to him under and pursuant to the terms of the agreement hereinbefore mentioned, and remained in possession of said

premises until the 1st day, of November 1906.

(4). As and for a First Cause of Action plaintiffs respectfully state and allege:

They re-allege paragraphs 1 ^{and 3} and 2 of this complaint and make them a part of this cause of action and say that in and by the terms of the agreement entered into between them and said defendant, as hereinbefore alleged, said defendant, among other things, agreed to plow in a good and proper manner, on the expiration of said lease, all the land on said premises, except the cornland, which might be necessary for a succeeding crop. That the defendant did not, in this respect, keep and perform the agreement by him to be kept and performed, but on the contrary wholly neglected and refused to plow, to-wit, 10 acres of said land, and neglected and refused to plow in a good and proper manner, to-wit, 25 acres of said land, but plowed said 25 acres of said land in such poor manner that it will be necessary for these plaintiffs to replot said land, and the reasonable worth and value of the services necessary to plow said 10 acre tract and to replot said 25 acre tract is the sum of \$52.50, no part of which sum, though said sum was duly demanded, has ever been paid.

(5). For a Second Cause of Action plaintiffs respectfully state and allege:

They re-allege paragraphs 1 ^{and 3} and 2 of this complaint and make them a part hereof, and allege that in and by the agreement hereinbefore referred to said defendant agreed, among other things, to secure the crops grown upon said farm in a farmer-like style and in the best possible manner and to do and perform all proper and ordinary work, labor, care, and skill requisite, usual or necessary to work and crop said premises in a proper manner and style, and to the best interests of the plaintiffs. That said defendant did not keep and perform his said agreement in this respect, but on the contrary said defendant failed and neglected to take the steps necessary to secure the hay grown upon said farm in the season of 1906, and by reason of such failure and neglect on the part of said defendant these plaintiff in, to-wit, the month of July 1906, lost and were deprived of the benefit of, to-wit, 8 tons of hay of the reasonable worth and value of \$18.75, to their damage in that sum, no part of which has ever been paid.

(6). For a Third Cause of Action plaintiffs respectfully state and allege:

That while the agreement referred to in paragraph 2 of this complaint was still in force and operative and in, to-wit, the month of December 1905, these plaintiffs and said defendant so far altered and modified their said agreement as to give to said defendant the right to plant beets on the leased premises during the season of 1906, and said defendant, in consideration thereof, agreed to pay to these plaintiffs, in addition to the rent reserved in the agreement of lease hereinbefore referred to, a rental of \$5.00 for each acre sown to beets in the season of 1906. That said defendant, pursuant to said modification of said original agreement, sowed and cultivated 5 3/4 acres of beets in 1906, but wholly neglected and refused to pay to these plaintiffs the agreed rental of \$5.00 per acre or any part thereof, and there is now due and owing to these plaintiffs on account of the premises the sum of \$23.75.

Wherefore these plaintiffs demand judgment that they have and recover from said defendant the sum of \$100.00, together with their costs and disbursements.

Orrell & Orrell
Attorneys for Plaintiffs.
Chaska, Minn.

Original

State of Minnesota,

County of Carver

In Justice Court.

C. W. Klein et al.
Plaintiffs

vs.

J. Mayers
Defendant.

Complaint

Due and personal service of the within

admitted

day of _____ 19__

CARVER COUNTY,
FILED

Attorney for 1907

H. O. Muehlberg
(485)

Charles E. Hall

Attorney for

Charles E. Hall

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

Filed this 13th day
Feb. 1907.
Henry Brundhauer

being first duly sworn upon oath deposes and says

in said County and State, on the

day of _____ 19__, he served the within

upon

the _____ therein named, personally, by

leaving with said

at the house of the usual abode of said

with _____

a person of

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

is to affiant well known to be the same

State of Minnesota,

County of _____

STATE OF MINNESOTA

IN JUSTICE'S COURT

County of Carver.

Before Henry Brinkhaus, Esq., J.P.

Charles H. Klein and
Christ P. Klein,

Plaintiffs.

-VS.-

Frank Mayres,

Defendant.

Now comes said defendant and for answer to the complaint of the said plaintiffs in the above entitled action respectfully states and alleges:

1. Defendant admits that said plaintiffs are, and were during all the time stated in said complaint, the owners in fee of the Southwest quarter of section 4 Town 115 Range 23, excepting certain portions thereof theretofore conveyed; admits that part of said lands so owned by plaintiffs is, and for many years last past was, used by the plaintiffs for the manufacturing of brick thereon and therefrom; admits that that the remainder of said tract of land so owned by plaintiffs as aforesaid, during all the time stated in said complaint, consisted of cultivated land, meadow land, and timber and pasture land.

2. Defendant further admits and alleges, that on the 7th day of January 1908 a farm contract and agreement of lease was entered into by and between the parties hereto, a true copy of which said contract is hereto attached marked "Exhibit A" and hereby made a part of this answer.

3. Defendant further admits and alleges, that shortly after the execution of said contract of leasing as aforesaid, and pursuant thereto, he entered upon and took possession of all the premises so let and leased to him by the said plaintiffs, and that the contract of lease hereinbefore alleged is the same agreement referred to and alleged in paragraph two of plaintiffs complaint.

Defendant further admits and alleges, that in the month of December 1906 mutual agreement duly made and entered into by and between said plaintiffs and this defendant the said contract of lease aforesaid was modified and abandoned with reference to so much of the cultivated lands of said farm as this defendant saw fit to plant sugar beets thereon during the crop season of 1906, and it was mutually agreed that for each and every acre of said lands so planted to sugar beets said defendant as a rental therefor was to pay said plaintiffs the sum of five dollars. That pursuant to such last agreement, defendant prepared the ground and planted five acres to sugar beets during the season of 1906.

5. Save and except as hereinbefore expressly admitted, defendant denies said complaint and each and every allegation matter and thing in said complaint contained.

6. As and for a Counter Claim defendant respectfully alleges:

He re-alleges paragraphs 2, 3 and 4 of this answer as part hereof, and says, that while this defendant was so in possession of said farm aforesaid under and by virtue of the lease and agreements aforesaid, said plaintiffs, in violation of their said agreements and lease aforesaid, in the year 1905 and during the year 1906 wrongfully entered upon and took possession of parts of said farm lands, pulled down the fences leaving the pasture lands open, constructed over and across the cultivated fields crepped by defendant portable railway tracks and conveyed thereon and thereover great and large quantities of earth and rocks and dumped the same upon the said farm lands so leased and let to this defendant and totally excluded said defendant from parts thereof. That in so filling up and dumping the said large quantities of earth and rocks upon the said agricultural lands as aforesaid said plaintiffs, wholly disregarding all rights of this defendant therein, unnecessarily and unreasonably filled in and totally dammed up at least two well defined natural water courses which then was and for ages theretofore had been the natural and only channels of drainage for the said lands so leased to this defendant as aforesaid; that by reason of the fills and dams so made by said plaintiffs as aforesaid, during the year 1906 great quantities of water was thereby penned up and cast back upon the said cultivated lands, the pasture lands and the meadow lands aforesaid, and the waters that otherwise would have drained off from said leased premises through said natural watercourses without damage to any one were by the fills and dams so constructed by said plaintiffs unnecessarily and unreasonably forced out of said natural channels and made other channels through the cultivated fields then crepped by defendant and carried mud and dirt over the meadow lands of said leased premises; that during the said season of 1906 the plaintiffs made further entry upon said leased premises and wholly disregarding defendants rights therein drove their teams over the cultivated fields and for months hauled gravel and sand thereover and thereby further destroyed valuable crops thereon; that by reason of the plaintiffs acts aforesaid as hereinbefore alleged defendant lost the use of about 12 acres of valuable pasture land, several acres of meadow land, several acres of said cultivated land, including part of said beet land so sown; and lost

valuable crops then planted and growing thereon during said season of 1906, all to ~~plaintiffs~~ great damage in, to-wit, the sum of Ninety Five Dollars. That said acts aforesaid of the said plaintiffs were not committed on the road, so called, or upon such parts of the cultivated land on said premises as are, or were, necessary for the operation of and extension of the said Brickyard referred to in said contract of leasing aforesaid.

7. As and for a second Counter Claim Defendant alleges:

That on or about the 1st day of March 1905, at the special instance and request of said plaintiffs said defendant lent and delivered to said plaintiffs one iron leg chain the property of this defendant and then and there of the worth and value of \$2.50. That in consideration thereof plaintiffs promised and agreed to return said leg chain or to pay the reasonable value thereof to this defendant within a reasonable time thereafter. That although such reasonable time has long since elapsed, and this defendant has heretofore repeatedly demanded the return of said property or in case plaintiffs could not so return said property the value thereof, said plaintiffs have failed and neglected and refused to return said property or to pay the reasonable value thereof, and there is now due and owing to this defendant from said plaintiffs by reason of the premises the sum of \$2.50.

Wherefore this defendant demands judgment as follows:

That plaintiff take nothing by this action, that defendant have and recover judgment against said plaintiffs for the sum of \$72.50 together with his costs and disbursements herein.

Thos. F. Craven
Attorney for said Defendant,
Chaska, Minn.

This Indenture, Made this 7th day of January A. D. 1904
by and between Frank Meyers

party of the first part, and Charles H. Klein and Albert V. Klein

owner of the real estate hereinafter described, party of the second part:

Witnesseth, That the party of the first part hereby agrees to and with the party of the second part, for the consideration hereinafter named, to well and faithfully till and farm, during the season of farming in the year 1904, ^{and 1905} commencing Jan 7 1904, and ending November 1 1906, in a good and husband-like manner, and according to the usual course of husbandry, the following described premises and real estate, situate in the County of Carver

and State of Minnesota, viz.:
The Southwest quarter (SW 1/4) of Section 4 in Township 115
Range 23 excepting therefrom those pieces previously
sold as shown on the Records in the office of the Register of
Deeds of Said County, and also excepting the entire
Brickyard now owned by Klein Brothers also the
Road connecting the same with the public highway,
also such parts of the cultivated land on said
premises as are necessary for the operation
of and extension of said Brickyard

and the said party of the first part hereby further agrees to sow and plant the said land in such crops as the party of the second part shall direct, but said second party is to furnish all seed necessary to sow and plant said land, and is to pay ~~the~~ the whole of the threshing-machine bill for threshing the grain.

The party of the first part also agrees to furnish, at his own cost and expense, all proper and convenient tools, teams, utensils, farm implements and machinery (except as hereinafter otherwise provided) to carry on and cultivate said farm during said season, and to furnish and provide all proper assistance and hired help in and about the cultivation and management of said farm, and to farm and cultivate the said lands to the best advantage and according to his best skill and judgment, and to maintain and keep up the fences so as to protect said crops from injury and waste, but second party is to furnish material therefor; and to watch, care for and protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done, and to crop and cultivate said lands, and harvest, thresh and secure the crops grown thereon in a farmer-like style and in the best possible manner during said season, and, after taking off the crops, to plow immediately in a good and proper manner so much and such parts of said farm suitable for a succeeding crop as shall be plowed at the time the party of the first part takes possession thereof; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm, but said second party is to furnish material therefor; and generally do and perform all proper and ordinary work, labor, care and skill requisite, usual or necessary to work and crop said premises in a proper manner and style, and to the best interests of the party of the second part; and further agrees not to remove any straw or manure from said farm, but to haul out and spread on said premises all manure made thereon, and not to sell or remove or suffer to be sold or removed any of the produce of said farm or premises, or the stock, increase, income or the products herein mentioned, of any kind, character or description, until the division thereof, without the written consent of the party of the second part; and until such division, the title and possession of all hay, grain, crops, produce, stock, increase, income and products raised, grown or produced on said premises shall be and remain in the party of the second part, and said party of the second part has the right to take and hold enough of the crops, stock, increase, income and products that would on the division of the same belong to said party of the first part, to repay any and all advances made to him by party of the second part, and interest thereon at _____ per cent per annum, and also to pay all indebtedness due said party of the second part by said party of the first part, if any there be. The party of the first part is also to work out the road tax on all the said land, and to destroy all Russian Thistles, and other noxious weeds declared by statute to be common nuisances, within the times prescribed by law. It is also agreed that in case said party of the first part neglects or fails to perform any of the conditions and terms of this contract on his part to be done and performed, then said party of the second part is hereby authorized and empowered to enter upon said premises and take full and absolute possession of the same, and he may do and perform all things agreed to be done by the party of the first part remaining undone, and to retain or sell sufficient of the crops raised on said premises that would otherwise belong to said first party if he had performed the conditions hereof, to pay and satisfy all costs and expenses of every kind incurred in performing said contract, with interest at _____ per cent per annum, and the residue remaining, if any, of said crops, shall belong to the said party of the first part, after all conditions are fulfilled. This contract shall not be assignable or sublet by party of first part without written consent of parties of the second part.

In consideration of the faithful and diligent performance of all the stipulations of this contract by the party of the first part, the party of the second part agrees, upon reasonable request thereafter made, to give and deliver on said farm the Two Thirds of all grains, vegetables, and one half of all hay so raised and secured upon said farm during said season.

Said party of the first part agrees to pay Cash \$25.00
per year for the use of the dwelling house and
above premises for the term of this lease, - and
the use of the pasture free, -

The first party also agrees at the expiration
of this lease to plow all the land of said prem-
ises, necessary for a succeeding crop, except
the cornland, -

Permission is given to said first party
to cut as much Willow wood, as said prem-
ises as he may need for running wood
and for threshing machines

In Testimony Whereof, Both parties have hereunto set their hands and seals the day
and year hereinbefore written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Albert Meyer

F. Meyer

Charles H. Klein



State of Minnesota,
County of Carver } ss.

Frank Muges being first duly sworn
upon oath, says that he is Defendant the Defendant in the foregoing
within entitled action; that he has heard read the foregoing answer; 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, to the best of his
~~knowledge, information and belief, and that the reason why this verification is not made by the~~
~~herein, is that said~~
~~is absent from this County wherein resides this affiant, his~~ attorney.

Subscribed and sworn to before me this 13th day of February 1907

(NOTARIAL
SEAL.)

Notary Public, Shas H. Crayner
Carver Co., Minnesota

State of Minnesota, } COURT,
County. } 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 und herewith served upon
you—has been filed in the office of the Clerk of said 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 the said County of
within twenty 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 aforesaid,
the Plaintiff in this action will—apply to the court for the relief demanded in said complaint—have the
amount Plaintiff entitled to recover, ascertained by the Court or under its direction,
and take judgement for the amount so ascertained—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 the Plaintiff's costs and disbursements herein.

Dated A. D. 19

Plaintiff's Attorney, Minn

STATE OF MINNESOTA,

County of

Carver

Justices COURT.

Chas H Klein & Christ Klein
Plaintiff.

vs.

Frank Meyer
Defendant.

Answer

Due and personal service of the within
CARVER COUNTY,
is hereby admitted

this day of

A. D. 190

MAR 1 1907

H. O. Muehlberg, Clerk.

Attorney for

(485)

Attorney for

Chas F. Gaven
Defendant
Charles Miner Minn.

C. F. GREENWOOD, MANKATO, MINN

Filed this 13th day of
Apr A. D. 1907
H. B. Bingham

State of Minnesota,

County of

ss.

being
first duly sworn upon oath, deposes and says, that at the
in said County and State, on the day of 19 he served the
within upon
the therein named, personally, by leaving
with said 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
that said is to affiant well known to be the same
as the within named

STATE OF MINNESOTA

County of Carver

IN JUSTICE'S COURT

Before Henry Brinkhaus, Esq., J.P.

-----:-----
Charles H. Klein and Christ P. Klein

Plaintiffs

vs

Frank Muvres

Defendant
-----:-----

Said plaintiffs for their reply in the above entitled action respectfully state and allege:

That they deny each and every allegation, matter and thing contained in the counter claims set forth in the answer of the defendant herein.

Wherefore they demand judgment as in and by their complaint herein.

Oliver & Orell

Attorneys for Plaintiffs.

Chaska, Minn.

State of Minnesota,

County of Cass } ss.

Christ P. Klein being first duly sworn upon oath says that he is one of the plaintiffs in the foregoing within entitled action; that he has heard read the foregoing reply 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 to the best of his knowledge, information and belief, and that the reason why this verification is not made by the herein is that said is absent from this County wherein resides this affiant, his attorney.

Subscribed and sworn to before me this 13th day of February 1907.

{ NOTARIAL
SEAL }

Notary Public Cass County, Minnesota.

State of Minnesota,

County of _____ } ss.

Court,

against

Plaintiff.

SUMMONS.

Defendant.

The State of Minnesota to the above named Defendant:

You Christ P. Klein 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 the subscriber, at office, in the of in the said County of within twenty 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 aforesaid, the plaintiff in this action will apply to the Court for the relief demanded in said complaint—have the amount Plaintiff entitled to recover, ascertained by the Court or under its direction, and take judgment against you for the amount so ascertained—take judgment against you for the sum of Dollars, (\$ with interest at the rate of per cent. per annum since the day of 1907

together with Plaintiff's costs and disbursements herein.

Dated 1907

Plaintiff's Attorney.

State of Minnesota,
County of Carver
In Justice's Court.
Chas. N. Klein et al. Plaintiffs
vs.
Frank Munster Defendant.

Reply
Due and personal service of the within
admitted
this _____ day of _____ 19____

CARVER COUNTY,
FILED
Attorney for
MAR 1 1907
H.O. Mueller Clerk
(485)

Adel Odell
Attorney for Plffs.
Charles Munster
MILLER-DEVIS PRINTING CO., MINNEAPOLIS

Filed this 13 day of
Feb. 14 1907
D.R. Henry Brinkman

County of _____
being first duly sworn upon oath deposes and says
in said County and State, on the _____
that at the _____
day of _____ 19____, he served the within
upon _____
therein named, personally, by _____
the _____ at the house of the usual abode of said
leaving with said _____, a person of
suitable age and discretion, then resident therein, a true and correct copy of said
is to affiant well known to be the same
_____, that said _____

This Indenture, Made this 7th day of January A. D. 1904
by and between Frank Mueys

party of the first part, and Charles E Klein & Christ P Klein

ownerS of the real estate hereinafter described, party of the second part:

Witnesseth, That the party of the first part hereby agrees to and with the party of the second part, for the consideration hereinafter named, to well and faithfully till and farm, during the season of farming in the year 1904, ^{1905 & 1906} commencing Jan 7 1904, and ending November 1 1906, in a good and husband-like manner, and according to the usual course of husbandry, the following described premises and real estate, situate in the County of

Carver and State of Minnesota, viz.:
The South West quarter (S 20 1/4) of Section 4 in Township 11 S Range 23 excepting therefrom all those pieces previously sold as shown on the records in the office of the Register of Deeds of said County, and also excepting the entire Brickyard now owned by Klein Brothers also the road connecting the same with the public highway, also such parts of the cultivated land on said premises, as are necessary for the operation of and extension of said Brickyard.

and the said party of the first part hereby further agrees to sow and plant the said land in such crops as the party of the second part shall direct, but said second party is to furnish all seed necessary to sow and plant said land, and is to pay one the whole of the threshing-machine bill for threshing the grain.

The party of the first part also agrees to furnish, at his own cost and expense, all proper and convenient tools, teams, utensils, farm implements and machinery (except as hereinafter otherwise provided) to carry on and cultivate said farm during said season, and to furnish and provide all proper assistance and hired help in and about the cultivation and management of said farm, and to farm and cultivate the said lands to the best advantage and according to his best skill and judgment, and to maintain and keep up the fences so as to protect said crops from injury and waste, but second party is to furnish material therefor; and to watch, care for and protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done, and to crop and cultivate said lands, and harvest, thresh and secure the crops grown thereon in a farmer-like style and in the best possible manner during said season, and, after taking off the crops, to plow immediately in a good and proper manner so much and such parts of said farm suitable for a succeeding crop as shall be plowed at the time the party of the first part takes possession thereof; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm, but said second party is to furnish material therefor; and generally do and perform all proper and ordinary work, labor, care and skill requisite, usual or necessary to work and crop said premises in a proper manner and style, and to the best interests of the party of the second part; and further agrees not to remove any straw or manure from said farm, but to haul out and spread on said premises all manure made thereon, and not to sell or remove or suffer to be sold or removed any of the produce of said farm or premises, or the stock, increase, income or the products herein mentioned, of any kind, character or description, until the division thereof, without the written consent of the party of the second part; and until such division, the title and possession of all hay, grain, crops, produce, stock, increase, income and products raised, grown or produced on said premises shall be and remain in the party of the second part, and said party of the second part has the right to take and hold enough of the crops, stock, increase, income and products that would on the division of the same belong to said party of the first part, to repay any and all advances made to him by party of the second part, and interest thereon at _____ per cent per annum, and also to pay all indebtedness due said party of the second part by said party of the first part, if any there be. The party of the first part is also to work out the road tax on all the said land, and to destroy all Russian Thistles, and other noxious weeds declared by statute to be common nuisances, within the times prescribed by law. It is also agreed that in case said party of the first part neglects or fails to perform any of the conditions and terms of this contract on his part to be done and performed, then said party of the second part is hereby authorized and empowered to enter upon said premises and take full and absolute possession of the same, and he may do and perform all things agreed to be done by the party of the first part remaining undone, and to retain or sell sufficient of the crops raised on said premises that would otherwise belong to said first party if he had performed the conditions hereof, to pay and satisfy all costs and expenses of every kind incurred in performing said contract, with interest at _____ per cent per annum, and the residue remaining, if any, of said crops, shall belong to the said party of the first part, after all conditions are fulfilled. This contract shall not be assignable or sublet by party of first part without written consent of parties of the second part.

In consideration of the faithful and diligent performance of all the stipulations of this contract by the party of the first part, the party of the second part agrees, upon reasonable request thereafter made, to give and deliver on said farm the Two-Thirds of all grains, vegetables, and one-half of all Hay so raised and secured upon said farm during said seasons.

Said party of the first part agrees to pay Cash \$25⁰⁰ per year for the use of the Dwellinghouse on above premises for the term of this Lease, and the use of the pasture free. -

First party also agrees at the expiration of this Lease to plow all the land on said premises, necessary for a succeeding crop except the cornland. -

Permission is given to said first party, to cut as much Willow Wood on said premises as he may need for summer wood and for threshing Machine. -

In Testimony Whereof, Both parties have hereunto set their hands and seals the day and year hereinbefore written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Albert Meyer

J. H. Hughes
Charles H. Hain

Seal
Seal
Seal
Seal

FARM CONTRACT.

TO

CARVER COUNTY.
FILED

MAR 1 1907

H. O. Muehlberg

Filed this 13th day
of Feb^r a D 1907
H. J. Brinkhaus
ss.

No. 935.—Pioneer Press Co., St Paul, Minn.

(485)

State of Minnesota,

County of _____

ss.

On this _____

day of _____

A. D. 190 _____, before me, a _____

within and for said County, personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

Chaska Minn Dec 27, -06

C. F. Klein Co,

Answering your Letter
of (the 24) stating you would give the
same in the hands of an Attorney for
collection.

I do think this is not
necessary I will cheerfully settle with
you as I have told you before. My bill
against you is.

The Logchain	\$ 2.50
Work with my team	12.10
Damages on plastered	15.00
Leaver for repairing fences	5.00

Respectfully Yours \$34.60

Mr. H P Minges

Chaska

Received Dec 27-06

CARVER COUNTY,
FILED

MAR 1 1907

H.C. Muehlberg Clerk.
(485)

Filed this 13 day of
Feb 22 1907
Henry Christensen
J.P.

STATE OF MINNESOTA

County of Carver

Charles H. Klein and Christ P. Klein

Plaintiffs

vs

Frank Muvres

Defendant.

IN JUSTICE'S COURT

Before Henry Brinkhaus, Esq., J.P.

State of Minnesota

ss

County of Carver

Charles H. Klein and Christ P. Klein, being first duly sworn, each for self says that he is one of the plaintiffs in the above entitled action, and that he appeals to the District Court of the Eighth Judicial District in and for said County from the judgment rendered by said Justice of the Peace in this cause on the 14th day of February 1907 in favor of said defendant Frank Muvres and against said Charles H. Klein and Christ P. Klein, plaintiffs therein; and that the said appeal is made in good faith, and not for the purpose of delay.

Charles H. Klein

Christ P. Klein

Subscribed and sworn to before me
This 23rd day of February A.D. 1907.

E. S. O'Connell

Notary Public, Minn.

commission expires July 13, 1907.

County of Carver
Justice's Court
Charles H. Klein et al.
Plffs.

Frank Muehlberg
Def.

Verdict

CARVER COUNTY,
FILED

MAR 1 1907

H.O. Muehlberg

Filed this 23rd day of
February 1907.
Henry B. Muehlberg
Justice of the Peace.

(485)

Atty. for Plffs.
Charles, Minn.

State of Minnesota

County of Carver

Charles H. Klein and Gertrude E. Klein, being first duly sworn, each for

himself says that he is one of the plaintiffs in the above entitled action, and that
County from the judgment rendered by said Justice of the Peace in this cause on the
he appeals to the District Court of the Fifth Judicial District in and for said
himself says that he is one of the plaintiffs in the above entitled action, and that

Defendant

STATE OF MINNESOTA

County of Carver

IN JUSTICE'S COURT

Before Henry Brinkhaus, Esq., J.P.

-----:-----
Charles H. Klein and Christ P. Klein - *Plaintiffs*

~~Defendants~~

vs

Frank Muvres

Defendant
-----:-----

Know all men by these presents, That we, Charles H. Klein and Christ P. Klein as principals, and *F. H. Bauermeister and P. H. Simon* as sureties, are held and firmly bound unto Frank Muvres, said defendant, in the sum of One Hundred Dollars, lawful money of the United States, to be paid unto the said Frank Muvres, his heirs, administrators, executors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves and each of our heirs, executors and administrators firmly by these presents.

Sealed with our seals and dated this 23rd day of February 1907.

The condition of this obligation is such, that whereas the said Charles H. Klein and Christ P. Klein appeal to the District Court in and for said County from a certain judgment rendered by said Justice of the Peace in said cause on the 14th day of February 1907 in favor of said Frank Muvres and against said Charles H. Klein and Christ P. Klein plaintiffs for the sum of Forty Seven and 50/100 Dollars and costs.

Now, Therefore, If the said appellants shall prosecute their said appeal with effect, and abide the order of the Court therein, then this obligation shall be void; otherwise to remain in full force and effect.

In Testimony Whereof, We have hereunto set our hands and seals this 1 day of February A.D. 1907.

Signed, sealed and delivered in presence of

W. J. O'Leary
Geo. A. Franken

Charles H. Klein (seal)

Christ P. Klein (seal)

F. H. Bauermeister (seal)

P. H. Simon (seal)

State of Minnesota

ss

County of Carver

On this 23rd day of February A.D. 1907, before me a Notary Public within and for said County personally appeared Charles H. Klein, Christ P. Klein, F. H. Baermeister and P. H. Simon to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

W. D. Odell
Notary Public, Minn.
My Commission expires July 15, 1907.

State of Minnesota

ss

County of Carver

F. H. Baermeister and P. H. Simon being duly sworn say, each for himself, that he is one of the sureties named in the foregoing bond; that he is a resident and freeholder of the State of Minnesota; that he justifies in the sum of One Hundred Dollars, and that he is worth double the amount in which he so justifies above his debts and liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me
This 23rd day of February 1907.

F. H. Baermeister
P. H. Simon

W. D. Odell
Notary Public, Minn.

State of Minnesota
County of Carver
In Justice's Court
Charles H. Klein et al.
Plffs.

-vs-
Frank Mynnes
Defth.

Bond on Appeal
I hereby approve the
within Bond and the
conditions thereon.

Dated Feby. 23, 1907.

Henry Brinkhaus
Justice of the Peace

Filed Feby. 23, 1907
Henry Brinkhaus
Justice of the Peace

Wace & O'Connell
Attys. for Plffs.
Chicago, Minn.

CARVER COUNTY,
FILED

MAR 1 1907

H.O. Muehlberg, Clerk

(485)

STATE OF MINNESOTA

County of Carver

IN JUSTICE'S COURT

Before Henry Brinkhaus, Esq., J.P.

Charles H. Klein and Christ P. Klein

Plaintiffs

vs

Frank Muvres

Defendant

Sir:

You will please take notice, That the above named Charles H. Klein and Christ P. Klein appeal to the District Court of the Eighth Judicial District in and for said County from the judgment rendered by said Justice of the Peace, in the above entitled action, on the 14th day of February A.D. 190⁷ against them, said plaintiffs, therein for Forty Seven and 50/100 Dollars and costs of suit, and that said appeal is taken upon questions of both Law and Fact.

Yours &c.,

Charles H. Klein

Attorneys for Plaintiffs,

Chaska, Minn.

To:

F. E. Craven, Esq.,

Attorney for said Defendant,

and

Henry Brinkhaus, Esq.,

Justice of the Peace.

H.O. Muehlberg
(485)

(After the following return is fully made out, fasten all the papers in the case together, securely, here, and fold and place in an envelope to be filed with the Clerk of the District Court.)

State of Minnesota, } ss. In JUSTICE COURT,
County of Carver } Before Henry Brinkhaus
JUSTICE OF THE PEACE.
Chas. H. Klein and Christ P. Klein
Plaintiffs
vs
Frank Myres
Defendant
To the District Court of Carver County, Minn.:

An appeal having been made from the judgment rendered by me in said cause, I hereby make return of the proceedings had before me therein, pursuant to the statute, as appears from my docket, viz:
(Then entitle the cause and copy from the docket carefully everything pertaining to it, and then fill out the certificate on the opposite page.)

Jan 19th 1907 summons issued returnable Febr 7th A.D.
1907 - 10 O'clock A.M.

Febr 7th 10 O'clock A.M. by consent case was continued with right to file pleadings on the 13th day of February A.D. 1907 at 10 O'clock A.M.

13th day of Febr 10 O'clock A.M. Parties all present with their attorneys case called. Mr Henry Hamner was called sworn testified by the Plaintiff

Henry Brinkhaus was called and testified

Chas. H. Klein

Frank Myres the defendant was sworn testified

John Myres was sworn testified

Mr. Spomer was

Mr. Henry Hamner D.R. was sworn testified

Adam Schafer was sworn testified

Plaintiff Rest.

Defendant Rest.

Thos. F. Coraven makes plea for the defendant

W. Odell makes plea for the Plaintiff

after the pleadings and taking all the evidence in consideration offered in this case I render judgment

in favor of the Defendant and against the Plaintiff

the sum of Forty Seven and 50/100 (\$47⁵⁰/₁₀₀) and costs of this

action Taxed at Four and 15/100 dollars (\$4¹⁵/₁₀₀) Total Judgment

Fifty One and 65/100 dollars (\$51⁶⁵/₁₀₀) Given under my hand

this 14th day of February A.D. 1907

Henry Brinkhaus

Justice of the Peace

Febr 23rd A.D. 1907 Plaintiff filed affidavit on appeal

and an appeal duly approved and notice of appeal with

with proof of service thereupon

Febr 29th A.D. 1907 paid fine Two Dollars (\$2.00) for this

return.

Thereupon I allowed the said appeal and returned the

1st day of March 1907 to H.C. Machlberg Clerk of the District

Court of Carver Co. Minn.

Henry Brinkhaus

Justice of the Peace

State of Minnesota, } ss.
County of Carr

I hereby certify that I have compared the foregoing with the original entries in my docket and that the same is a full and correct transcript thereof, and of all the proceedings had before me in said cause; that

the affidavit, bond and notice of appeal, together with all the papers had before me therein, are herewith returned and attached, and numbered from 1 to 7 inclusive; and that, together with the foregoing transcript, they contain a full, correct and complete statement of all the proceedings had before me in said cause.

Given under my hand, this 17th day of March 1907 A. D. 18

Harry Quinshaus
Justice of the Peace.

IN JUSTICE COURT,

County of Carroll

Charles H. Klein et al

- vs -

Frank Myers

Transcript and Return to District Court.

Filed in the office of Clerk of District
Court, Carroll County,

Minn. this 1st day of

March A. D. 1907.

H. O. Muehlberg
Clerk.

(485)

Office of Clerk of Court,

Carver County.

Chas. H. Klein et al.

vs.

Frank Maynes

CLERK'S FEES

No. Amount

Entering action,		50 50
Indexing cause, Pl'ff, Def't,		20
Entering appearance, Pl'ff, Def't, Att'ys,		40
" retraxit,		
" default, or nonsuit,		
" discontinuance,		20
" continuance,		
" cause on calendar,		
" demurrer,		
" motions, orders, rulings,		
" verdict and filing,		
" judgment in court minutes,		
" appeal or trans. from jus. court,		50
" satisfaction—debtors,		
" judgment, folios,		
Copy of judgm't attached to judgm't roll,		
Docketing judgment debtors,		
Taxing costs,		
Certificate to taxation of costs,		
Issuing execution, ent., ret. and filing,		
" subpoena, " " "		
" writ att'ch " " "		
" writ of injunction,		
Making transcript,		
Filing // papers,		55
Calling and swearing jury,		
" " " officer,		
" " " witnesses,		

Paid Mar 13/07.

Total,

235



The Clerk of Court

County of Carver.

Eighth Judicial District:

HON. P. W. MORRISON, Judge.
H. O. MUEHLBERG, Clerk.

TERMS OF DISTRICT COURT:
First Monday of March.
Last Monday of September.

Chaska, Minn. _____ 190

*Eighth Judicial District
County of Carver*

*State of Minnesota
District Court
Charles N. Klein et al.,
Plffs*

- vs -

*Frank Myers
Def't.*

Sir:

*You will please take notice That the above enter-
tled, action is dismissed.*

Yours &c.

Odele & Odele

Atty. for Plffs.

To

J. F. Craver,

Atty. for Def't.

No. 3075

DISTRICT COURT,
CARVER COUNTY, MINN.

Sophie Rolf
Plaintiff.

vs.
William J. Rolf
Defendant.

Thos F. Craven
Plaintiff's Attorney,

Ozell & Ozell
Defendant's Attorney.

Date of Entry April 10, 1907

Register of Actions 2 Page 492

Term Tried.....1.....

Judgment for.....

Amount of Judgment \$.....

Date of Judgment.....1.....

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

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

Date of Docketing.....1.....

State of Minnesota,

County of Carr } ss.

23^d day of February 1907, at the City of Cologne
in the County of Carr in said State, I served the within Summons
& Complaint upon the within named defendant, Wm. J. Rolf
by then and there handing to and leaving with him a true
copy of said Summons & Complaint.

Dated this 25th day of February, 1907.

Sheriff's Fees, Return, \$ 1.00

Mileage 20 \$ 2.00

Total \$ 3.00

Sheriff Carr County, Minn.

By John Horn Deputy.

STATE OF MINNESOTA

DISTRICT COURT,

County of Carver.

Eighth Judicial District.

Sophie Relf,

Plaintiff.

-VS.-

William J. Relf,

Defendant.

Said plaintiff in the above entitled action for her complaint therein respectfully states and alleges:

1. That on the twenty fifth day of October A.D. ~~Nineteen~~ **Nineteen** Hundred Ninety four (1894) in said County said plaintiff and defendant were married to each other and ever since have been and now are husband and wife. That this plaintiff is now thirty seven years of age and said defendant is thirty five years of age; that this plaintiff has continuously lived and resided in said County of Carver for seventeen years last past and now lives and resides therein, that said defendant was born in said County and has continuously lived and resided therein.

That seven children have been born to said plaintiff and defendant as fruits of their said marriage, all of whom are now living and are respectively of the name and age hereinafter stated, to wit:

Annie Relf a daughter who is 11 years of age; Walter Relf a son who is ten years of age; Caroline Relf a daughter who is 8 years of age; Herbert ^{a son} ~~a son~~ who is 6 years of age; Carl Relf ^{a son} ~~a son~~ who is 4 years of age; William Relf a son who is 3 years of age and Ernest Relf a son who ~~was~~ ^{is} eight months of age on the 21st day of March 1907.

2. That for many years last past said defendant has treated this plaintiff in a cruel and inhuman manner, and such said cruel and inhuman treatment has been persisted in and continued by the defendant toward said plaintiff systematically continually and unmercifully up to the time of exhibiting this her complaint; that said defendant for years habitually frowned-down upon said defendant and persistently and continually scolded and called plaintiff vile and obscene names, and habitually used in her presence and in the presence of their children every opportunity to humiliate plaintiff by accusing her of being unfaithful to him and of having committed the crime of adultery; that it was ^{and is} ~~was~~ defendant's custom and his persistent habit to tell plaintiff to go away and get a divorce, that he could not and would

STATE OF MINNESOTA
County of Carver.

DISTRICT COURT
Eighth Judicial District.

-----::-----
SOPHIE ROLF,
Plaintiff.

-VS.-

SUMMONS.

WILLIAM J. ROLF,
Defendant.
-----::-----

THE STATE OF MINNESOTA TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to serve your answer to the complaint of the plaintiff in the above entitled action, which complaint is hereto attached and herewith served upon you, by copy, on the subscriber his office in the City of Chaska in the County of Carver state of Minnesota, within thirty days after service of this summons upon you, exclusive of the day of such service, and if you fail so to serve your answer within the time aforesaid the plaintiff in this action will apply to the Court for the relief demanded in said Complaint.

Witness my hand at Chaska, Minn. February 23rd, 1907.

Thos. F. Graves
Plaintiff's Attorney, Chaska, Minn.

not continue to live with her.

That on many different occasions the exact date plaintiff can not recall, said defendant actually assaulted the plaintiff and in anger choked her, that he so assaulted and choked plaintiff but a few days before the birth of their said son Ernest in the month of June last; that again in September last the defendant was violent with rage and in his anger, because plaintiff was eating her supper, he said see her she eats like a hog and then in the presence of the children and others he violently seized plaintiff's chair and jerked it from beneath her and threw her to the floor. That ever since the month of June last said defendant has failed neglected and openly refused to live with this plaintiff as her husband; that several months ago said defendant without ~~without~~ consulting or notice to plaintiff took all of said children, except the baby Ernest, away from their said home and this plaintiff and has continually kept said children away from plaintiff ever since, that said defendant threatens and has threatened to seize and take away the baby Ernest as well; that said defendant the past months has almost continuously absented himself from his home and this plaintiff, and has for months totally failed and neglected to provide the necessities of life for plaintiff and their infant babe.

That because of the facts aforesaid plaintiff's life with defendant has become unbearable, her health and happiness ruined, and that it is unsafe for her to longer live with him.

4. Plaintiff further states and alleges that at the time of her said marriage to said defendant she was the owner of and possessed of various articles of personal property consisting of a bed, dresser, wash-stand and other articles of household furniture and also owned and was possessed of the cash sum of Seven Hundred and Fifty Dollars all of which was used by defendant in the improvement of their home in said County.

That said defendant is the owner of a 96 acre farm in the township of Benton in Carver County and is the owner of 120 acres in Pine County Minnesota and that said farms are of the value of twelve thousand dollars, that defendant owns personal property of the aggregate value of about three thousand dollars. That said plaintiff has no property or money whatsoever.

6. That because of the facts aforesaid the said defendant is not a suitable or proper person to have the care and custody of any of the said children and the best interests of said children will be promoted by giving this

plaintiff the care custody and control of each and all of said children.

WHEREFORE, Plaintiff prays judgment and decree of this court as follows:

- (a) That the bonds of matrimony existing between plaintiff and defendant be dissolved, that a divorce absolute therefrom be granted and decreed this plaintiff,
- (b) That plaintiff have the care custody and control of each and all the infant children which have been born to said plaintiff and defendant until the further order of this Court.
- (c) That plaintiff have and recover all the personal property possessed by her at the time of her said marriage and now possessed by defendant, and that said defendant re-pay her the \$750 which she brought to him at the time of their said marriage.
- (d) For a suitable allowance as permanent alimony out of the said estate said defendant
- (e) and for such other and further relief as to this honorable court may meet and proper in the premises.

Dated this 23rd day of February, 1907

Thos J Craven

Plaintiff's attorney Chaska, Minn.

COMBINATION WRAPPER.

C. F. GREENWOOD, MANKATO, MINN.

State of Minnesota,

County of

Carver

ss.

Sophie Rolf being first duly sworn upon oath, says that she is *Plaintiff* the *Complaint* within entitled action; that she has heard read the foregoing *Complaint*; that the same is true *Complaint* of her own knowledge, except as to matters therein stated on information and belief, and as to such matters she believes it to be true, ~~to the best of her knowledge, information and belief, and that the reason why this verification is not made by the~~ *Complaint* herein, is that said *Complaint* is absent from this County wherein resides this affiant, her attorney.

Subscribed and sworn to before me this *22nd* day of *February* 1907

NOTARIAL)
SEAL.

Notary Public, *Chas. F. Greenwood*
Carver County Minnesota

State of Minnesota,

Carver County.

County.

District COURT,
Eighth JUDICIAL DISTRICT.

Sophie Rolf

(Originals)

STATE OF MINNESOTA,

County of

Carver

District COURT.

Sophie Rolf
Plaintiff.

vs.
William J Rolf
Defendant.

Summons & Complaint

Due and personal service of the within

CARVER COUNTY is hereby admitted

this

day of

A. D. 1907 APR 10 1907

H. O. Muehlberg, Clerk

Attorney for

Thos F. Craven
Plaintiff
Chaska Minn.

C. F. GREENWOOD, MANKATO, MINN

(492)

State of Minnesota,

County of

being

first duly sworn upon oath, deposes and says, that at the
in said County and State, on the

19

day of

within upon

the therein named, personally, by

with said

at the house of the usual abode of said

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

that said is to affiant well known to be the same

STATE OF MINNESOTA

County of Carver.

DISTRICT COURT

Eighth Judicial District.

Sophie Relf

Plaintiff

-VS.-

William J. Relf,

Defendant.

Said cause came on to be heard before the Court at an adjourned term held at the Court House in the City of Chaska in said County pursuant to due notice and upon the application of said plaintiff for an order directing the defendant to pay to plaintiff or her attorney certain specified sums of money to enable said plaintiff to prosecute this action and for support and maintenance of plaintiff and her infant child during the pendency of said action; by agreement of the attorneys of said parties the hearing of said motion was adjourned to be heard before said Court at the Court House in the City of Shakopee Minnesota on Monday the 22nd day of April 1907 and was so heard:

Thos. F. Craven, attorney for said plaintiff, appeared in support of said application and Odell & Odell Esqs., attorneys for said defendant appeared in opposition thereto.

After hearing and duly considering the proofs and allegations of the respective parties, It is Ordered, That there is hereby allowed to said plaintiff out of the properties and effects of said defendant and the said Defendant is hereby ordered and directed to pay to said plaintiff or her

attorney at the times hereinafter stated and for the purposes hereinafter specified the sums of money hereinafter mentioned, to-wit:

For necessities for the infant child of plaintiff and defendant the sum of \$10⁰⁰ payable within ten days after service of a copy of this order;

For fees of officers and witnesses the sum of \$20⁰⁰ payable within ten days after service of a copy of this order;

For support and maintenance of plaintiff and her infant child the sum of \$15⁰⁰ per month during the pendency of this action and from the 25th day of February 1907, the first of such payments to include allowances for two months past and to be paid on the 25th day of April 1907, and said monthly allowance aforesaid to be paid on the 25th day of each and every month thereafter during the pendency of this action;

For attorneys fees to enable said plaintiff to carry on and prosecute

2.

this action the sum of \$ 150⁰⁰, one half said sum to be paid Thos. F. Graven,
attorney for said plaintiff, within ten days after service of copy of this
order, and the balance thereof to be paid said attorney on or before June 1st
1907.

Dated this 2nd day of May ~~April~~ 1907.

P. H. Morrison
Judge of said Court.

State of Minnesota,)
 County of) ss.

..... being first duly sworn
 upon oath, says that he is the in the foregoing
 within entitled action; that he has heard read the foregoing; that the
 same is true of h own knowledge, except as to matters therein
 stated on information and belief, and as to such matters he believes it to be true, to the best of h
 knowledge, information and belief, and that the reason why this verification is not made by the
 herein, is that said
 is absent from this County wherein resides this affiant, h attorney.

Subscribed and sworn to before me this day of 19.....

(NOTARIAL
 SEAL)

Notary Public, Minnesota

State of Minnesota,)
 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 und herewith served upon
 you—has been filed in the office of the Clerk of said 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 the said County of
 within twenty 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 aforesaid,
 the Plaintiff in this action will—apply to the court for the relief demanded in said complaint—have the
 amount Plaintiff entitled to recover, ascertained by the Court or under its direction,
 and take judgement for the amount so ascertained—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 the Plaintiff's costs and disbursements herein.

Dated A. D. 19.....

Plaintiff's Attorney, Minn

STATE OF MINNESOTA,

County of Carver

District COURT.

Sophie Ralf Plaintiff.

vs.
William J Ralf Defendant.

Order for Suit Money Etc

Due and personal service of the within

Order is hereby admitted

this day of May

A. D. 1907 FILED

MAY 4 1907

Attorney for H. C. Muehlberg

Chas F Craven

Attorney for Plaintiff

Chaska Minn.

C. F. GREENWOOD, MANKATO, MINN

(492)

State of Minnesota,

County of

ss.

being
first duly sworn upon oath, deposes and says, that at the
in said County and State, on the 19 day of May, he served the
within upon
the therein named, personally, by leaving
with said 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
that said is to affiant well known to be the same

STATE OF MINNESOTA
County of Carver.

DISTRICT COURT
Ninth Judicial District.

Sophie Relf,
Plaintiff

-VS.-

William J. Relf,
Defendant.

YOU WILL PLEASE TAKE NOTICE, That at an adjourned term of said Court to be held at the Court House in the City of Chaska in said County on Tuesday the 15th day of April A.D. 1907, at the opening of said Court of that day or as soon thereafter as counsel can be heard, plaintiff will move said Court for an order directing said defendant, William J. Relf, to pay to said plaintiff, or her said attorney for her, ten dollars weekly for her support and maintenance during the pendency of this action, twenty five dollars for necessary clothing for plaintiff and her child, fifty dollars for suit money and one hundred and fifty dollars attorney's fees to enable said plaintiff to defray the costs and expenses of this action

Upon said hearing and in support of said motion plaintiff will read summons and complaint herein together with proof of service thereof, and affidavits, of said plaintiff and her attorney, copies of which you are herewith served.

Said motion will be made upon the ground that plaintiff in said action is wholly without means or money and that the said several sums aforesaid are necessary to enable said plaintiff to carry on and prosecute the said action, and for the suitable maintenance of said plaintiff and her child during the pendency thereof

April 8th, 1907

William J. Relf and
to Odell & Odell
Attorneys for Defendant.

Very respectfully,

Harold Graves
Attorney for Plaintiff,
Chaska, Minn.

STATE OF MINNESOTA

County of Carver.

DISTRICT COURT

Eighth Judicial District

Sophie Relf,

Plaintiff.

- VS. -

William J. Relf,

Defendant.

STATE OF MINNESOTA

ss.

COUNTY OF CARVER.

Sophie Relf being first duly sworn says:

1. That she is the plaintiff in said above entitled action and that she and said defendant are husband and wife and were married at said County in 1894. That said action was commenced by the personal service of the summons and complaint upon the said defendant on the 23rd day of February 1907; that said action is brought by plaintiff for an absolute divorce on the grounds of cruel and inhuman treatment as will more fully appear by the complaint so served and now on file with the Clerk of said Court, which complaint is hereby referred to and made a part hereof.

That said defendant about the time of the commencement of said action removed to the County of Pine in this State where he has remained ever since; that affiant together with the baby Ernest Relf is living apart from said defendant and for many months last past has not received, and is not receiving, any support whatsoever from said defendant; that affiant is wholly destitute of the means of supporting herself during the pendency of this action or of defraying the expenses of said action and that she has no money or property of any kind wherewith to meet such costs and expenses; that she is in need of clothing for her self and child and has so been in need for the past six months.

2. That the maintenance of plaintiff and her said baby during the pendency of said action will cost ten dollars per week, and that said amount is but a reasonable amount to meet plaintiff's necessary weekly expenses therefor. That the necessary clothing for plaintiff and the said baby will cost about twenty five dollars and said amount is necessary and needed therefor at this time.

3. That plaintiff will require as suit money herein, for fees of officers and witnesses, the sum of fifty dollars. That certain of the witnesses will necessarily have to testify as to value of defendant's properties in Pine County and will of necessity have to come from that locality.

2.

5. That the services of her attorney in bringing said action and preparing and trying the same will be worth, and plaintiff will be called upon to pay, one hundred and fifty dollars which said affiant is informed and believes is a reasonable amount to meet her expenses therefor

6. That defendant is engaged in the business of farming in Pine County, and has his Carver County farm rented, and from which sources he derives as affiant believes a large income; that defendant is the owner of the real and personal property alleged to be owned by him in the complaint herein.

7. That affiant has fully and fairly stated the case and facts in the case to her counsel Theo. F. Craven, a resident of Chaska Minnesota, and has a good and substantial cause of action on the merits, as she is advised by her said counsel after such statement, and verily believes true.

Affiant makes this affidavit in support of an application for an order of this honorable Court requiring said defendant to pay attorney's fees, lit money and for the support and maintenance of plaintiff and her said child during the pendency of said action.

Subscribed and sworn to before me

is 5th day of April 1907.

M. M. McQuinn
Notary Public Carver County, Minn.

(My Commission expires Mar 14, 1909.)

STATE OF MINNESOTA

County of Carver.

DISTRICT COURT

Eighth Judicial District

Sophie Relf,

Plaintiff

-VS.-

William J. Relf,

Defendant.

STATE OF MINNESOTA

COUNTY OF CARVER.

SS .

Thos. F. Craven being first duly sworn says, that he is the attorney for said plaintiff in said above entitled action, that as such attorney he began said action on or about February 23rd 1907; that no answer has been served therein but that the firm of Odell & Odell attorneys of the city of Chaska appeared therein for said defendant and a short extension of the time in which to answer was granted them; that from the statements of the case made by plaintiff to affiant this affiant verily believes that said plaintiff has a good and substantial cause of action on the merits; and that she has no means or money with which to prosecute said action or to support herself during its pendency.

That up to this time affiant has received no compensation for his services herein, and that the services in the prosecution of said action for said plaintiff will reasonably be worth the sum of one hundred and fifty

dollars: That suit money such as fees of officers and witnesses must necessarily be incurred by plaintiff in the sum of at least fifty dollars as affiant is now informed that certain of the properties of said defendant is located in Pine County Minnesota and it will be necessary to show said trial the nature and value thereof.

Subscribed and sworn to before me

this 8th day of April, 1907

Thos. F. Craven

John H. Haines
Judge of Probate

(Original)

STATE OF MINNESOTA,

County of Carver

District COURT.

Sophie Rolf Plaintiff.

vs.
William J Rolf Defendant.

Notice of Motion & Affidavits

Due and personal service of the within
Notice, is hereby admitted
this 9th day of April

A. D. 1907

Oscar Orell
Attorney for Def.

Shos H. Grauer
Attorney for Plaintiff
Charles Minn.

C. F. GREENWOOD, MANKATO, MINN

(492)

State of Minnesota,

CARVER COUNTY,
FILED

APR 10 1907

County of

being
first duly sworn upon oath, deposes and says, that at the
in said County and State, on the
within
the
with said
therein named, personally, by
upon
day of
19
he served the
leaving
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
that said
is to affiant well known to be the same

STATE OF MINNESOTA
County of Carver

DISTRICT COURT
Eighth Judicial District

-----:-----
Sophie Rolf

Plaintiff

vs

William J. Rolf

Defendant
-----:-----

Comes now said defendant and for his answer in the above entitled action he respectfully states and shows to the Court:

(1). That he admits the allegations of paragraphs 1, 2 and 4 of the complaint herein to be true.

(2). He admits and avers that during the last few years of their married life plaintiff and defendant have lived unhappily together and have occasionally had quarrels and bickerings in which ^{each} has used towards and of the other improper and abusive language, and that each has at different times, but upon few occasions, assaulted the other. But defendant denies that plaintiff's health has been in any manner impaired by or because of any act on the part of this defendant, either as stated in said complaint or otherwise.

And this defendant further avers that he never assaulted said plaintiff or treated her unkindly except when provoked to so doing by reprehensible and improper conduct on her part.

And save as hereinbefore qualified or admitted defendant denies each and every allegation of said complaint charging or attempting to charge this defendant with cruel and inhuman treatment of plaintiff.

(3). He admits that he is the owner of a farm situated in the Town of Benton in said County and comprising 96 acres, and that he owns a tract of land in Pine County in said State containing 120 acres, and certain personal property. And defendant avers that his said Carver County farm does not exceed in value the sum of \$6500.00; that said Pine County land does not exceed in value the sum of \$1000.00, and that his personal estate does not exceed in value the sum of \$500.00.

And defendant avers that his said Carver County farm is encumbered by mortgage and otherwise to the extent of, to-wit, \$2000.00, and that the larger portion of his personal property is covered by a mortgage for \$200.00, and that said incumbrances represent valid indebtedness owing by defendant, and that in addition thereto defendant is indebted to divers persons in, to-wit, the sum of \$1200.00.

(4). And save as hereinbefore admitted or qualified defendant denies the complaint and each and every allegation thereof.

Wherefore defendant demands judgment that plaintiff take nothing by this action and that the same be dismissed on the merits.

Edell & Edell

Attorneys for Defendant,

Chaska, Minn.

State of Minnesota, }
 County of Carver } ss.
William J. Rolf being first duly sworn
 upon oath says that he is the defendant in the
 foregoing within entitled action; that he has heard read the foregoing answer
 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, to the best of
~~his knowledge, information and belief, and that the reason why this verification is not made by the~~
~~herein is that said~~ is absent from
~~this County wherein resides this affiant, his attorney~~

Subscribed and sworn to before me this 26th day of March 1907

TARIAL }
 SEAL }

Notary Public Geo. Osceola County, Minnesota.
My Commission expires July 18, 1907

State of Minnesota, }
 County of _____ } ss. _____ Court,

against

Plaintiff.

SUMMONS.

ORIGINAL.

State of Minnesota,

County of

Carver

District

Court.

Sophie Roef

Plaintiff,

vs.

William J. Roef

Defendant.

Answer.

Due and personal service of the within

admitted

this day of

19

CARVER COUNTY,

FILED

Attorney for

MAY 4 1907

H. O. Muehlberg, Clerk.

Adell & Adell

Attorney for

Defendant.

(492)

State of Minnesota,

County of

being first duly sworn upon oath deposes and says

in said County and State, on the

day of 19

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

that said

is to affiant well known to be the same