



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

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3130

No. 14.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

William Barlow

Plaintiff

vs.

Margaret Barlow

Defendant

Thos. F. Craven

Plaintiff's Atty.

W. C. Odell

Defendant's Atty.

Date of Entry *Sept. 16th* 190 *8*

Register of Actions, *D* Page *548*

Term Tried *Sept. Adj. Term* 190 *9*

Judgment for *Plaintiff*

Amount of Judgment, \$

Date of Judgment *January 18th* 190 *9*

Judgment Book *D* Page *280*

Default Judgment Book Page

Date of Docketing 190

Class 6.

No.

DISTRICT COURT,

Leavenworth County.

William Barlow

against

Margaret Barlow

NOTE OF ISSUE.

LAST PLEADING SERVED,

Sept 16th 190*8*

Lay in fact Case.

Thos. J. Brown

Attorney for Plaintiff.

W. C. Odell

Attorney for Defendant.

Will the Clerk please file this Note of
Issue, and enter the cause on the Calen-
dar for the *Sept* A. D. 190*8*.

General Term of this Court.

Yours, etc.,

Thos. J. Brown

Attorney for Plaintiff.

Filed *Sept 19th* 190*8*

H. O. Muehlberg Clerk.

The \$3.00 deposit required by Sec. 2, Chap. 48, General Laws
of 1883, must be paid before any action will be entered in
Clerk's Office.

No. 83. — Pioneer Press Co., St. Paul, Minn.

(548)

State of Minnesota,
County of Carver.

District Court.
Eighth Judicial District.

William Barlau, Plaintiff,

-vs-

Margaret Barlau, Defendant.

Sir:

You will please take notice that at a General Term of said Court to be held at the Court House in the Village of Le Sueur Center in the County of Le Sueur and State of Minnesota on Monday the 14th day of September A. D. 1908, at the opening of court on that day or as soon thereafter as counsel can be heard, said defendant will move said court for an order requiring said plaintiff to pay to said defendant, or her attorney, such a sum of money as to the court may seem necessary to enable said defendant to defend said action and for her support and the support of her child during the pendency thereof, and particularly for the payment of the several sums of money mentioned in the affidavits hereto attached and upon which said motion will be based.

Upon the hearing of said motion and in support thereof said defendant will read the pleadings in said action and the affidavits of Dr. E. E. Shrader, W. C. Odell and said defendant hereto attached and said motion will be made on the ground that said defendant is wholly without means with which to defend said action or to support and maintain herself and child during the pendency thereof.

Dated Chaska August 31st 1908.

Yours etc.,

W. C. Odell

Attorney for Defendant.

To

Thos. E. Craven, Esq.,

Attorney for Plaintiff.

State of Minnesota.

County of Carver.

District Court.

Eighth Judicial District.

William Barlau,

Plaintiff.

-VS-

Margaret Barlau,

Defendant.

State of Minnesota, SS.

County of Carver.

E. E. Shrader being first duly sworn, on his oath says, that he is a physician and surgeon, and is now, and for more than ten years last past has been, duly licensed to practice his said profession in the State of Minnesota, and has during all of said time resided and practiced his said profession in the Village of Watertown in said County and State; that he knows the parties to the above entitled action, and that said defendant has been under his professional care and treatment continuously since January 30th 1907; that he ~~has~~ treated said defendant as an office patient in the month of August 1906; that at that time affiant was satisfied that said defendant was suffering from an ulcer of the stomach and treated her accordingly; that in the month of January 1907 the symptoms indicating an ulcer of the stomach became more pronounced and since said last mentioned date such symptoms have been constant and the condition progressive; that he ~~has~~ visited defendant in her home in January 1907, and at that time found that she had recently had a severe gastric hemorrhage, that he then informed both defendant and plaintiff as to the nature of defendant's ailment, and that it would be necessary in order to effect a cure thereof that defendant have absolute rest, both physical and mental; that owing to insufficient rest and overwork defendant had a recurrence of the hemorrhage during the month of March but thereafter she became slowly stronger so that by the latter part of April the stomach condition became more settled and she had only an occasional vomiting spell until in the following August when she had another attack of haematemesis; that following the birth of her child, which occurred on the 30th day of August

1907, defendant was very sick, largely owing to her previously debilitated condition, and her life was despaired of for some time, but after a period of enforced rest she became somewhat stronger, and in December 1907, after consultation with an eminent surgeon, a surgical operation was decided upon to relieve her condition, and such operation was made in the month of December 1907 and afforded to defendant temporary relief.

That at the time he called to see defendant at her residence in the month of January 1907, and at different times thereafter, he expressly informed the plaintiff that the recognized and proper treatment of one in the condition in which the defendant then was required absolute rest, both physical and mental, and that a cure could not be effected unless the defendant was permitted to refrain from the doing of all work and to take as much rest, both physical and mental, as it was possible for her to have; that he also on several different occasions informed said plaintiff that in order to effect a cure of the defendant it would probably be necessary to resort to a surgical operation.

Affiant further says that defendant's condition at all times while she was under treatment indicated to affiant that defendant did not have the rest which one in her condition ought to have, and that she had been called upon to do and was doing more manual labor than she ought to do while in the condition in which she then was, and that her health has been greatly and seriously impaired by overwork and insufficient rest while suffering from the ailment with which she has been and is afflicted and that her present condition is such that she ought to rest in bed until all symptoms of gastric distress are gone, and have constant nursing and care during such period.

Subscribed and sworn to before me

this 31st day of August 1908.

E. E. Shradert

W. H. C. C. C.
Notary Public, Sibley Co., Minn.
My commission expires in 1913.

State of Minnesota,

District Court.

County of Carver.

Eighth Judicial District.

William Barlau,

Plaintiff.

-vs-

Margaret Barlau,

Defendant.

State of Minnesota,

SS.

County of Carver.

Margaret Barlau being first duly sworn on her oath says that she is the defendant in the above entitled action, that she has heard read the affidavit of her physician, Dr. E. E. Shrader, hereto attached, and that the statements in said affidavit contained as to her condition and as to the treatment received by her at the hands of her said physician are true; that she has fully and fairly stated the case and the facts in the case to her counsel, W. C. Odell, an attorney residing in the City of Chaska in said County and State, and is informed by her said counsel after such statement so made as aforesaid and verily believes that she has a good and substantial defense to said action on the merits; that she expects to prove upon the trial of said action and as her defense thereto, by the testimony of the witnesses hereinafter named, and others, that she is not guilty of wilful desertion or abandonment of plaintiff as charged in the complaint herein, but that on the contrary plaintiff on many different occasions requested and urged affiant to leave him and frequently told affiant he did not want her to remain with him if she was sick and unable to do the work required of her, and that she could not longer live with plaintiff and perform the labor which he called upon her to do without endangering her life, and that she left plaintiff in search of that rest and relaxation from manual labor which were necessary to the recovery of her health and which she could not have while she remained with the plaintiff; that Marie Wendorf and Amelia Wendorf who reside in the Township of Hollywood in said County and State, Martha Japs who resides at Delano in said State and Dr. E. E. Shrader who resides in the Village of Watertown in said County and State are and

each of said persons is a necessary and material witness for affiant upon the trial of said action, as affiant is informed by her said counsel after affiant had fully and fairly stated the case to her said counsel as hereinbefore set forth; that to secure the attendance of said persons as witnesses upon the trial of said case will cost affiant at least the sum of \$20.00 as fees of such witnesses for attendance and mileage, and a like sum as sheriff's fees for subpoenaing said witnesses, that affiant is in need of necessary clothing which will cost at least the sum of \$25.00 and the minor son of plaintiff and defendant is also in need of necessary clothing which will cost at least the sum of \$15.00; that affiant's health is such that she is unable to earn her own living or perform any labor whatever and because of her condition she will require constant nursing and care and medical attention for a long period of time; that the care and nursing which affiant will so require will be worth and cost at least the sum of \$10.00 per week and that a like sum for medicines and medical attendance will be necessary; that her said counsel has already incurred some expense in preparing affiant's case for the trial and will be entitled to receive compensation for services rendered to affiant in said action; that affiant has no money or property of any kind with which to defray the expenses of preparing and making her defense in said action or for providing necessary clothing for herself and child or for paying for necessary nursing, care, medicines and medical attention during the pendency of said action and until the final determination thereof or for compensating her said attorney for his services and expenses in connection with said case; that at the time she left plaintiff she took \$150.00 of his money, and since leaving him she has received no money or assistance of any kind or nature whatever from him; that the operation and treatment referred to in the affidavit of Dr. E. E. Shrader cost to exceed \$250.00 and affiant has expended in the purchase of medicine necessary and which was used in her said treatment at least \$70.00, and affiant is now indebted for the surgical and medical treatment which she has received since leaving said plaintiff in at least the sum of \$200.00; that affiant has been since the month of August 1907 an inmate of her father's family where she has received necessary nursing and care and where she has been furnished with board and lodging for herself and child; that the nursing, care, board and lodging which she has so

received for herself and child during said time is reasonably worth the sum of \$5.00 per week, and affiant is justly indebted to her father therefor in said sum; that said plaintiff is a strong able-bodied young man and a well-to-do farmer, possessed of real and personal property of the value of at least \$10,000 over and above all indebtedness owing by him, and is well able to pay a suitable allowance for suit money and for the support and maintenance of affiant, her child, and the indebtedness heretofore incurred by affiant.

And affiant says that she takes this affidavit in support of her application for temporary alimony and suit money, which said application she prays may be granted.

Margaret Barlow.

Subscribed and sworn to before me

this 31st day of August A. D. 1908.

W. S. Odell
Notary Public, Sibley Co., Minn.
My Commission Expires in 1913.

State of Minnesota.

District Court.

County of Carver.

Eighth Judicial District.

William Barlau, Plaintiff,

-vs-

Margaret Barlau, Defendant.

State of Minnesota, SS.

County of Carver.

W. C. Odell being first duly sworn on his oath says that he is an attorney and counsellor of law, duly licensed and residing and practicing his said profession in the City of Chaska in said County and State; that said defendant has fully and fairly stated the case and the facts in the case to affiant, and as to such statements which affiant believes to be true affiant believes that said defendant has a good and substantial defense in said action upon the merits, and said defendant has retained affiant to appear for her in and defend said action and said defendant intends in good faith to make a defense therein; that said defendant has not paid affiant anything as a retainer or upon account of his services as her attorney in said action and has informed affiant that she is fully without means with which to make such payment; that affiant has incurred expenses in preparing for the defense of said action in to-wit, the sum of \$15.00 and the value of affiant's services in said action will be the sum of \$200.00; that the persons mentioned in the affidavit of said defendant, and each of said persons, is a necessary and material witness for said defendant upon the trial of said action and the attendance of each of such persons will be necessary in order to enable said defendant to properly present her case, and it will cost to procure the attendance and testimony of such persons as witnesses upon said trial at least the sums stated in the affidavit of defendant.

Further affiant saith not except he makes this affidavit in support of the application of said defendant for temporary alimony and suit money.

Subscribed and sworn to before me

this 31st day of August A. D. 1908.

W. C. Odell

*W. C. Odell
Notary Public, Libby, Co., Minn.
My commission expires in 1913.*

District Court
County of Carver.

William Barlow
Plaintiff

vs.

Margaret Barlow
Defendant

Motion Papers.
ORIGINAL.

CARVER COUNTY,
FILED

SEP 16 1908

H. O. Muehlberg, Clerk

(548)

W. C. Muel
Attorney for Defendant

Charles, Minn

State of Minnesota
County of Carver.

District Court
Eighth Judicial District

William Barlow

Plaintiff

vs.

Margaret Barlow

Defendant.

This cause coming on for hearing before the Court at a General Term thereof held at the Court House in the Village of LeCenter in the County of LeCenter in said District on the 14th day of September A. D. 1908, pursuant to due notice, upon the application of said defendant for a reasonable allowance as such money, attorneys fees etc.

W. C. Odell, attorney for defendant, appeared in support of said application, and Thos. J. Brown, Attorney for Plaintiff, appeared in opposition thereto.

And, after hearing and duly considering the proofs and allegations of the respective parties, It is Ordered, That said plaintiff pay to W. C. Odell as attorney for said defendant, on or before the 22nd day of September 1908 \$100.00 as attorneys fee, \$20.00 as fees of witnesses, and \$10.00 as fees of Sheriff. And further Ordered, That further consideration of said application be continued until the trial of said action.

Dated LeCenter Center, Sept. 15th 1908

R. W. Morrison
Judge of said Court

District Court
County of Carver.

William Barlow
Plaintiff

v. 73.

Margaret Barlow
Defendant
Order.

CARVER COUNTY,
FILED

SEP 16 1908

H. O. Muehlberg, Clerk.

(548)

W. C. Cline
Attorney for Defendant

STATE OF MINNESOTA, } ss. I hereby certify and return, that on the 11th day
 County of Carr of August 1908 at the Town of Hollywood in the County
 of Carr in said State, I served the within Summons & Complaint upon
 the within named Defendant Margaret Barlow
 by then and there handing to and leaving with her a true copy of said Summons & Complaint
 SHERIFF'S FEES. Dated this 12th day of August 1908
 Return, - 44 \$ 1.00 }
 Mileage, - 44 \$ 4.80 }
\$5.80 }
 Sheriff Carr County, Minn.
 By _____ Deputy.

STATE OF MINNESOTA

DISTRICT COURT

County of Carver.

Eighth Judicial District.

William Barlau,

Plaintiff

-VS.-

Summons.

Margaret Barlau,

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 is hereto annexed and herewith served upon you, and to serve a copy of your answer to said complaint on the subscriber at his office in the City of Chaska in said County of Carver within thirty 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.

Dated this 20th day of July A.D. 1903

Thos H. Crowe
Plaintiff's Attorney, Chaska, Minn.

701, STATE OF MINNESOTA
County of Carver.

DISTRICT COURT,
Eighth Judicial District.

William Barlau,
-VS.-
Margaret Barlau,
Plaintiff
Defendant.

Said plaintiff for his complaint against said defendant in said above entitled action respectfully states and alleges:

1. That this plaintiff is thirty two years of age and said defendant is twenty eight years of age; that during all the time hereinafter stated and for more than one year immediately preceding the filing of this complaint said plaintiff has resided and now resides in said Carver County in the said State of Minnesota.

702, 2. That said plaintiff's name is William Barlau and said defendant's name Margaret Barlau; that said plaintiff and said defendant intermarried at Young America in said County on the fifth day of May A.D. Nineteen Hundred and Four and ever since said date have been and now are lawful husband and wife.

That as the fruits of the said marriage of plaintiff and defendant there was born to them one son whose name is Nolan Barlau, and said son was ^{Three} ~~Four~~ years of age on March 18th last, and said son now resides with said defendant.

4. That said defendant on the thirty first day of May 1907, disregarding her duties as wife, wilfully abandoned and deserted the said plaintiff and her home, and ever since said 31st day of May 1907 said defendant has wilfully and continuously remained away from and abandoned this plaintiff, and ever since said 31st day of May 1907 and for more than one year next preceding the filing of this complaint said defendant wilfully and intentionally remained away from and wholly deserted this said plaintiff without any cause or justification therefor, and said ~~plaintiff~~ ^{defendant} now continues to so wilfully desert and abandon said plaintiff and her home.

5. That this plaintiff is competent and fit person to have the care and custody of said son Nolan and is entitled to his care and custody by law, 704, and said defendant is not entitled to retain said child.

2.

Wherefore plaintiff demands judgment against defendant that the bonds of matrimony between plaintiff and defendant be forever dissolved; that the care and custody of said minor child Nolan be awarded to said plaintiff; and for such other and further relief as to this honorable court may seem just and proper.

Dated this 20th day of July A.D.1908

Thos F. Cravens
Attorney for plaintiff,
Chaska, Minnesota.

State of Minnesota,
County of Carver } ss.

William Barlow being first duly sworn upon oath, says that he is the Plaintiff in the foregoing within 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 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 20th day of July 1908

(NOTARIAL
SEAL.)

Notary Public, Carver County, 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 and 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 judgment 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

(Original)
STATE OF MINNESOTA,
County of Carver
District COURT.

William Barlow
Plaintiff.
vs.
Margaret Barlow
Defendant.
Summons & Complaint

Due and personal service of the within
CARVER COUNTY is hereby admitted
this FILED day of
A. D. 1908 OCT 1 1908
H. O. Muehlberg Clerk
Attorney for
Chas H. Brown
Attorney for Plaintiff
Leaska Minn.
C. F. GREENWOOD, MANKATO, MINN

(548)

County of _____
State of Minnesota,
SS.
first duly sworn upon oath, deposes and says, that at the _____ being
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.

District Court.
Eighth Judicial District.

William Barlau, Plaintiff.

-vs-

Margaret Barlau, Defendant.

Said defendant for her answer in the above entitled action respectfully states and shows to the Court:

(1) She admits that plaintiff and defendant were married to each other at the time and place stated in the complaint herein, and now are husband and wife, and that they are and have been residents of Carver County as stated in said complaint. She further admits that plaintiff is thirty-two years of age and avers that she is but twenty-five years old.

(2) She avers that as the fruits of said marriage of plaintiff and defendant two children have been born, the one the boy Nolan mentioned in the complaint, and the other a child born on August 20, 1907 which lived but about one week after its birth.

(3) She admits that she left plaintiff on the 31st day of May 1907 and has continuously since that time remained away from him, and that her son Nolan resides with her, but she denies that she then, or at any other time, wilfully deserted or abandoned plaintiff, and denies that she has been or is guilty of wilful desertion of plaintiff as charged in the complaint, or at all.

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

(5) Further answering and as a separate defense defendant respectfully states and shows to the court that defendant is a farmer and at the time of the marriage of plaintiff and defendant resided with his parents and a brother and sister on a farm in the Township of Camden in said County, and immediately following their said marriage plaintiff took defendant into said family as so constituted, that owing to the number of persons composing said family a large amount of work, and more

work than defendant was well able to do, devolved upon her as the wife of said plaintiff, and in consequence of such overwork defendant's health became undermined and shattered to such an extent that immediately following the birth of her first child she was confined to her bed for a long period of time and has since been and now is an invalid, and because of her weak and feeble condition defendant was unable to do the work required of her by plaintiff; that plaintiff refused to provide for her necessary medical attention or help, and continually and almost daily accused her of being lazy and of feigning ill-health as a means of escaping from the performance of her household duties, and by such taunts and neglect, and the excessive use of intoxicating liquors, and the use of abusive language toward her when under the influence of liquor, rendered her life with him unbearable; that on many different occasions just preceding the time when defendant left plaintiff he told her to go away and stay away, that he did not want her around unless she could work, and that he would not keep her, and refused to cohabit with defendant or otherwise treat her as his wife, and in consequence of said ill-treatment defendant's health became more and more impaired from day to day until she felt that it was impossible and unsafe for her to longer live with plaintiff and submit thereto, and defendant avers that she went away from plaintiff because of said cruel treatment of her and its effect upon her health, and not because she intended to abandon or desert plaintiff as charged in the complaint.

(6) That the infant child Nolan is and ever since its birth has been a weak, puny and delicate child in constant need of a mother's care and attention, and said plaintiff because of his inability to give to said child the care and treatment which it absolutely requires, and because of his personal habits and the excessive use and indulgence in intoxicating liquors is not a fit or proper person to have the custody and rearing of said child.

(7) That plaintiff is the owner of a farm comprising 140 acres situated in the Southeast quarter of Section 22 of the Township of Camden in said County, well stocked and equipped with cattle, horses and machinery, and that the value of said farm, over and above all incumbrances thereon or indebtedness owing by said plaintiff, is at least the sum of \$8000.00, and the personal property so owned by plaintiff is worth at least \$2500.00.

Wherefore defendant demands judgment that plaintiff take nothing by this action, or in case a divorce be adjudged that she have a suitable allowance out of the estate of said plaintiff as permanent alimony, and the custody of the said minor child until the further order of the court, and that ~~plaintiff~~ ^{defendant} have such other and further relief in the premises as to the court may seem meet and proper.

W. C. Dault

Attorney for Defendant.

Chaska, Minn.

State of Minnesota, SS.
County of Carver.

Margaret Barlow being first duly sworn says that she is the defendant in the foregoing entitled action; that she has heard the foregoing answer read and knows the contents thereof and that the same is true to her own knowledge except as to those matters therein stated on information and belief and as to such matters she believes it to be true.

Subscribed and sworn to before me
this *3rd* day of August 1908.

Margaret Barlow.

W. C. Dault
Notary Public, Sibley Co., Minn.
My Commission expires in 1913.

District Court
County of Carver

William Barlow

. 83.

Margaret Barlow

Answer.

ORIGINAL.

CARVER COUNTY,
FILED

JAN 7 1909

H. O. Muehlberg, Clerk.

(548)

W. C. Bull

Defendant's attorney
Charles Munn

State of Minnesota
County of Carver.

District Court
Eighth Judicial District

William Barlow

Plaintiff

-vs-

Margaret Barlow

Defendant.

It is hereby stipulated by and between the parties to the above entitled action that in case the Court shall find upon the evidence to be adduced upon the trial of said action that plaintiff is entitled to a decree from said defendant that said plaintiff will pay to said Defendant as permanent alimony the sum of one thousand and fifty dollars, payment thereof to be made to the attorney for said defendant, within ten days from this date, and if not so made the same to be made a specific lien upon the real estate owned by said plaintiff by the judgment and decree entered in said action: that the custody and control of the infant son of plaintiff and defendant be awarded to said defendant until the further order of the Court, and while so in the custody and control of said defendant said infant said to be cared for and provided for by said Defendant, and at her expense without any claim therefor upon plaintiff until the further order of the Court in the premises, no judgment for costs or disbursements against either party to be entered in said action.

Dated January 7th 1909.

Thos T. Cravens

Attorney for Plaintiff

W. C. Odell

Attorney for Defendant.

William Barlow
Plaintiff

Margaret Barlow.
Defendant

District Court
County of Carver.

William Barlow
Plaintiff

- vs -

Margaret Barlow
Defendant.

Stipulation

CARVER COUNTY,
FILED

JAN 7 1909.

H. O. Muehlberg, Clerk.

(548)

STATE OF MINNESOTA

County of Carver.

DISTRICT COURT

Eighth Judicial District.

William Barlau,

Plaintiff

-VS.-

Margaret Barlau,

Defendant.

This is to certify, that pursuant to the decision of said Court in the above entitled action, and prior to the entry of judgment therein, the said Plaintiff, through his attorney T.F. Crven, Esq., paid to said Defendaat, through her attorney W.C. Odell, Esq., the sum of ONE THOUSAND FIFTY DOLLARS (\$1050.00), the same being paid and received in full satisfaction of the moneys allowed and ordered by said decision, ^{to be paid} as permanent alimony and attorney's fees, to said defendant, and her said attorney,

Defendant hereby waives notice of filing said decision, and consents to the entry of judgment forthwith without further notice to her, and that said judgment may be so entered without the entry of the judgment in favor of said defendant for the payment of the moneys provided to be paid by the terms of said decision.

Dated January 18th, 1909.

W.C. Odell

Attorney for said Defendant,
Chaska, Minn.

State of Minnesota
County of Carver
In District Court

William Barlow
as
Margaret Barlow

Deputation for Entry
of Judgment & Receipt
for payment of Alimony
and attorney fees as
provided in Decree

CARVER COUNTY,
FILED

JAN 18 1909

H. O. Muehlberg, Clerk.

(548)

STATE OF MINNESOTA
County of Carver.

DISTRICT COURT
Eighth Judicial District.

-----:-----
William Barlau, Plaintiff

-VS.-

Margaret Barlau, Defendant.
-----:-----

The above entitled action came duly on for trial at the September 1908 General Term of said Court and was tried at the adjourned term thereof held on the 7th day of January 1909.

Thos. F. Craven, Esq. appeared as attorney for said Plaintiff; and W. C. Odell, Esq. appeared as attorney for said defendant; said cause was tried by the Court without a jury.

As conclusions of fact the Court finds as follows, in addition to the facts admitted by the pleadings in said action:

1. That said plaintiff and said defendant are residents of said County and have been such for more than five years last past; plaintiff is 32 years of age and defendant is 25 years of age; that said plaintiff and defendant were duly married to each other on May 1st A.D. 1904 and ever since have been lawful husband and wife; that as the fruits of said marriage there was born on March 16th 1905 a son whose name is Nolan which said son is now living and is the only living issue of said marriage.
- (2) That on the thirty first day of May A.D. 1907, and for more than one year prior to the commencement of this action, said defendant wilfully and without any just cause deserted and abandoned the said plaintiff and has ever since said date wilfully remained and resided away from said plaintiff and ever since said date wilfully and continuously neglected and refused to live and cohabit with said plaintiff.
- (3) That said plaintiff is the owner of a farm of at least 140 acres and has personal property of considerable value, defendant has no property.
- (4) That W. C. Odell, Esq., has acted as attorney for said defendant during the pendency of this action and as such attorney his services has been worth the sum of one hundred and fifty dollars, of which he has been paid one hundred dollars by plaintiff by order of this Court. There is still due said W. C. Odell fifty dollars for his said services which sum Plaintiff is hereby required to pay

5. That said plaintiff and said defendant are both suitable and competent persons to have the care and custody of said infant son Nolan Barlau, but owing to the tender age of said infant the said defendant at this time is the more competent and suitable person to have such custody and control. As conclusions of law the Court finds as follows:

1. That said plaintiff is entitled to judgment in his favor adjudging decreeing and determining that the bonds of matrimony heretofore existing between said plaintiff and defendant be forever dissolved and that they be absolutely divorced from each other; that the defendant is entitle to judgment adjudging and decreeing that said plaintiff pay to said W.C.Odell the sum of fifty dollars as balance of attorney fees herein; and that said plaintiff pay to said defendant, or to her said attorney for her, the sum of one thousand dollars as permanent alimony; each of said sums to be so paid upon entry of judgment and if not so paid then to be made a specific lien upon the said farm so owned by said plaintiff.

2. It is further adjudged and determined, until the further order of this Court, said defendant shall have the care and custody of said infant son Nolan Barlau, and while said son is so in the care and custody of said defendant said infant shall be cared and provided for at the expense of said defendant without any charge therefor upon said plaintiff; that said defendant shall not remove, or cause or permit to be removed, the said Nolan Barlau from the State of Minnesota while he is so under her care, ; and the said plaintiff at all reasonable times shall be permitted, if he so desires, to see and visit with his said son.

3. No costs or disbursements allowed either party.

Let judgment be entered accordingly.

Norwood, Minn., January 15 A.D. 1909.

R.W. Morrison
Judge.

State of Minnesota,
County of Carver.

ss.

District Court,

Eighth Judicial District.

William Barlau,

Plaintiff.

against

Margaret Barlau,

Defendant.

JUDGMENT.

The above entitled action came duly on for trial at the September 1908 General Term of said Court and was tried at the adjourned term thereof held on the 7th day of January 1909, without a jury, and the Court having made and filed its findings and order for judgment; and by consent of the parties the stay granted by said decision being waived, and it being duly admitted by the Defendant and her said Attorney that the said Plaintiff herein has heretofore in compliance with said decision paid to W. C. Odell the sum of Fifty Dollars as full balance as Attorney's fees, and further in compliance with said decision has heretofore also paid the sum of one thousand dollars to said defendant as permanent alimony, all as provided in and by said decision herein.

Now on motion of Thos. F. Craven, Esq., attorney for said Plaintiff, It Is Ordered, Adjudged, Determined and Decreed, That the marriage relations existing between said Plaintiff and Defendant be and the same is hereby dissolved and said Plaintiff is hereby released and divorced from the obligations thereof.

And on like motion, It is further ordered and determined that said Defendant, until the further order of this Court, have the care, custody and control of the infant child of Plaintiff and Defendant, to-wit, Nolan Barlau, but said Defendant shall at her own cost and expense, without any claim or charge against said Plaintiff therefor, support said infant child while said child is under her charge and control; and it is further ordered and determined that said Plaintiff at all reasonable times be permitted to see and visit with said child, and said Defendant shall not remove, cause to be removed, or permit to be removed from the said State of Minnesota the said Nolan Barlau.

By the Court,

H. O. Muehlberg
Clerk District Court.

County of Carver

AGAINST

JUDGMENT ROLL.

Filed Jan. 18th - A. D. 1907.

H. O. Muehlberg

Clerk of the District Court.

No. 1071.—PIONEER PRESS CO., St. Paul, Minn.

at all reasonable times be permitted to see and consult with said child
control; and it is further ordered and determined that said Plaintiff
support said infant child while said child is under her charge and
expenses, without any claim or charge against said Plaintiff, therefore,
to-wit: John Harlan, but said Defendant shall at her own cost and
expense, and control of the infant child of Plaintiff and Defendant,
said Defendant, until the further order of this Court, have the care
and on like motion, it is further ordered and determined that
and divorced from the obligations thereof.
and the same is hereby dissolved and said Plaintiff in hereby released
any and all relations existing between said Plaintiff and Defendant to
Plaintiff, it is ordered, Adjudged, informed and decreed, that the
Now on motion of Mrs. M. Brown, her attorney for said
and by said decision herein.
decisions to said Defendant as permanent alimony, all as provided in
with said decision her heretofore said said the sum of one thousand
dollars as full release as attorney's fees, and further in compliance
in compliance with said decision said to W. C. Child the sum of fifty
and her said Attorney that the said Plaintiff herein her heretofore
decided said said, and it being duly admitted by the Defendant
as judgment; and by consent of the parties the stay granted by said
Court, and the Court having said and filed its findings and order
adjudged from that said said on the 7th day of January 1909, without
the Defendant 1909 General term of said Court and was filed at the

Johannes J.

H.C.O.

Depy

Plaintiff vs. Defendant

County of Arizona

Taxes Tried by Referee

Judgment for Plaintiff

Amount of Judgment \$

Date of Judgment

Indorsed Book

Defendant's Signature

Date of Payment

This card must be neatly and correctly made up and addressed at the post office where the article is registered.
The postmaster who delivers the registered article must see that this card is properly signed, postmarked, and made up in the right manner.

Post Office Department.
OFFICIAL BUSINESS
Penalty of \$300 for private use.

RETURN TO:
Name of Sender, W. C. Odell,
Street and Number,)
or Post Office Box.)
Post Office at Chaska,
County Minnesota.

Postmark of Delivering Office
and date of Delivery.

REGISTRY RETURN RECEIPT.

Form No. 1548.

Received from the Postmaster at

Minneapolis, Minn.

Registered (Letter) No.

36

from

Chaska Minn.

Addressed to

Gjertsen & Sund.

Date

Aug 14/1901

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

Gjertsen Sund

A registered article must not be delivered to anyone but the addressee, except upon the addressee's written order. When the above receipt has been properly signed, it must be postmarked with name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.

STATE OF MINNESOTA,
COUNTY OF CARVER.

IN DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ

PLAINTIFF.

VS

JOHANNES JOHNSON AND PETER JOHNSON,
DEFENDANTS.

State of Minnesota ss.
County of Carver.

W. C. Odell being first duly sworn says that he is the Attorney for the Plaintiff in the above entitled action; that at the City of Chaska in said County and State, on the 15th day of August 1910 he served the annexed Notice of Motion upon the Attorneys for the Defendants in said action; that such service was made by registered mail, and the "Registry Return Receipt" hereto attached is the receipt given by said attorneys for said Notice, and such Notice was received by said attorneys on the day mentioned in said Receipt and the same has been since retained by said attorneys.

Subscribed and sworn to before me
This 22nd day of August A.D. 1910.

W. C. Odell

Albert Meyer

Deputy Clerk District Court, Carver County, Minn..

STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ,

PLAINTIFF.

VS

JOHANNES JOHNSON AND PETER JOHNSON.

DEFENDANTS.

Sirs:-

You will please take notice that said plaintiff will move the Court at a Special Term thereof to be held at the Court House in the Village of Henderson in the County of Sibley in said State on the 30th day of August 1910, at the opening of court on that day, or as seen thereafter as counsel can be heard, for the appointment of a Receiver to collect and take possession of all assets of the copartnership lately existing between the parties to said above entitled action, including the indebtedness owing to said copartnership by the individual members of the same, and to convert such assets into money, and with the proceeds arising therefrom to pay off and discharge the indebtedness owing by said copartnership, and generally to carry into effect the judgment entered in said action.

Said motion will be made upon the Judgment Roll in said action, and upon the ground that by the judgment entered in said action the appointment of a Receiver is ordered and directed and such Receiver is necessary to carry into effect the judgment entered in said action.

You will also take notice that at said hearing said plaintiff will suggest the appointment of Lambert J. Dels of Cellegne in said County of Carver as such Receiver.

Yours etc,

W. L. Hall

Attorney for Plaintiff.

To
Gjertsen & Lund,

Attorneys for Defendants.

Distric Court
County of Carver.

Anton J. Fritz
Plaintiff

-vs-

Johann Johnson et al
Defendants.

Notice of Motion.

7/15.
Registered.

W. C. Chell

Attorney for Plaintiff

STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

Anten J. Fritz,

Plaintiff.

-vs-

Johannes Johnson and Peter Johnson.

Defendants.

Comes now said plaintiff in the above entitled action and consents that the Findings and Decision of the Referee in said action be amended and changed so that the same, when so amended and changed, will conform to the Decision and Order made and filed by the Court in said action on the 3rd day of June 1910 and will determine and decide that said plaintiff "during the duration of such co-partnership drew out living expenses, money and merchandise aggregating the sum of \$1800" instead of \$840, as found by said Referee, and that said plaintiff is indebted to said co-partnership in the sum of \$738.91.

Dated Chaska June 6th 1910.

W. C. Bull

Attorney for Plaintiff.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-85-

Johannes Johnson et al
Defendants.

Consent to Amendments
of Findings of Referee.

CARVER COUNTY,
FILED

JUN 6 1910

H. Muehlberg, Clerk.

W. C. Muehlberg

Attorney for Plaintiff

(550)

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz

Plaintiff

-VS-

Johannes Johnson and Peter Johnson

Defendants

In re The Receivership.

Comes now the Receiver in said above entitled proceedings,
and respectfully submits the following as his Final Report therein:

There came into my hands as such Receiver from all sources, as
shown by my reports on file, the sum of \$3665.30

And pursuant to and in accordance with the Orders of
the Court I have disbursed the same in the following man-
ner and for the following purposes, viz:

To Ida Fritz	\$500.00
To State Bank of Cologne	330.90
For Tax on Stock and Expenses	17.42
For personal expenses of Receiver	32.15
For fees Clerk of Court	7.70
For Compensation of Receiver	200.00
For Compensation of Attorney	100.00

Leaving a balance of cash on hand of

\$1188.17
\$2477.13

The Assets of said Receivership to be distributed
by me as such Receiver consist of the following items
and amount, viz:

Cash on hand as above	\$2477.13
Amount owing by Johannes Johnson	1940.33
Amount owing by Peter Johnson	750.03
Amount owing by Anton J. Fritz	728.91

\$5896.40

Said plaintiff is entitled to and has been paid by
me one half of said amount less the amount owing by him \$2219.29

Said defendants Jointly are entitled to and have
been paid by me one half of said amount less the amount
of their said indebtedness.

257.84
\$2477.13

I have paid said sum of \$257.84 to said defendants by pay-

ing to them in cash the sum of \$214.34, and delivering to them a Satisfaction of Judgment for \$43.50, such judgment being the judgment referred to in my report and in the order on file.

Having now fully completed my said trust as such Receiver I respectfully ask that this, my Final Account, be accepted and approved and that I be hence discharged.

W. C. Ball

Attorney for Receiver.

R. W. Morrison

State of Minnesota
ss.
County of Carver

F. W. Doeltz Jr being first duly sworn asys that he is the Receiver in the above entitled proceedings; that the foregoing account, by him subscribed, is just and true.

Subscribed and sworn to before me

F. W. Doeltz Jr

this 6th day of July A. D. 1911

R. W. Morrison

Judge of said Court.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

vs.

James Johnson et al
Defendants

In re: The Receivingship.

Final Report.

CARVER COUNTY,
FILED

JUL 6 1911

Alvin Peterson Clerk.

W. C. Odell
Attorney for Receiver.

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

FILED
JUL 18 1911
J. J. [Signature]

X-----X
Anton J. Fritz, Plaintiff, "
-vs- "
Peter & Johannes Johnson, "
Defendants." "
X-----X

Now comes the defendants and object to the allowance of the following items of the receivers account:

1. The sundry items of personal expenses claimed to have been incurred by the receiver in the sum of \$ 29.15; the same not being itemized there is no way of determining what they have been expended for and whether necessarily expended.
2. The item of \$ 200.00 for services of receiver, as being excessive; we think that if the attorney is allowed \$ 100.00 for his services and \$ 100.00 for receiver, ample compensation would be allowed for what services have been rendered. There has been no litigation of any kind in the receivership matter and we ask the court to carefully consider and inquire into the services performed up to date by the receiver and his attorney.

Respectfully submitted,

Gustav & Lund
Attorneys for defendant.

The item of \$ 200.00 for services of receiver, as being at-
and whether necessarily expended.

Itemized there is no way of determining what they have been expended for
incurred by the receiver in the sum of \$ 20.12; the same not being

I. The summary items of personal expenses claimed to have been
following items of the receiver's account:

Now comes the defendant and object to the allowance of the

X-----X

Peter & Johannes Johnson, Defendants.

-vs-

Anton J. Witt, Plaintiff.

X-----X

COUNTY OF CRAWFORD

STATE OF MINNESOTA

SOUTH JUDICIAL DISTRICT
DISTRICT COURT

VERMONT COUNTY,
FILED

JUN 27 1911

W. L. Lundberg Clerk.

10

REGISTRY RETURN RECEIPT. Form No. 0

Received from the Postmaster at Minneapolis Minn
(Delivering office.)

Registered (Letter) No. 336 from Chaska Minn
(Office of origin.)

Addressed to Gjertsen + Lund
(Name of addressee.)

Date 6/13, 19011
(Date of delivery.)

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

Gjertsen + Lund
(Signature or name of addressee.)

J. Tasa
(Signature of addressee's agent.)

A registered article must not be delivered to anyone but the addressee, except upon the addressee's written order. When the above receipt has been properly signed, it must be postmarked with name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.

This card must be neatly and correctly made up and addressed at the post office where the article is registered.
The postmaster who delivers the registered article must see that this card is properly signed, postmarked, and mailed in the usual manner.

Post Office Department
OFFICIAL BUSINESS.
Penalty of \$300 for private use.

RETURN TO:
Name of Sender, W. C. Odell
Street and Number, or Post Office Box, Chaska
Post Office at Chaska
County Minnesota

Postmark of Delivering Office
JUN 27 1914
PARVER COUNTY, MINN.
FILED
R. J. Fundament

STATE OF MINNESOTA
COUNTY OF CARVER.

IN DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz

Plaintiff,

-vs-

Johannes Johnson and Peter Johnson

Defendants.

In re The Receivership.

Comes now the Receiver in the above entitled proceeding
and makes the following Report:-

(I) That he has received as such Receiver the following sums of
money, viz:

From sale of copartnership Real Estate	\$3000.00
From sale of Stock of Merchandise	553.65
From A. J. Fritz for Merchandise sold by him	74.15
For Interest on money on deposit	37.50
Total Receipts	\$3665.30

And that he has disbursed the following amounte for the purposes
specified, viz:

To W. C. Odell for retainer and services rendered	\$ 50.00
To Ida Fritz for indebtedness owing	500.00
To State Bank of Cologne for indebtedness owing	330.90
County Treasurer for Tax of Stock	7.12
To J. W. Craven for publishing Notice of Sale	4.80
To Register of Deeds for recording Instruments	3.50
To Herman Muehlberg, Clerk of Court for fees	2.00

That he has disbursed for sundry items of personal expenses in-
curred while attending to the business of said receivership the sum
of \$ 29.15

And has given the whole or a portion of each day for eighteen days
to the business of said receivership, and that his services in con-
nection therewith, to this date, are reasonably worth the sum of \$200.00

Said Receiver further reports that he has necessarily employed the services of W. C. Odell, an Attorney of this Court, to assist in the making of Reports and the general conduct of the business of said receivership, and is informed by his said Attorney that such services are reasonably worth the sum of \$100.00, of which said sum he has paid his said attorney the sum of \$50.00.

And said Receiver respectfully prays that his said several disbursements may be approved and allowed, and his said Report accepted, and that an Order be made allowing him as compensation for his services as such Receiver the sum of \$200.00, and as compensation of his said Attorney the further sum of \$50.00; And that he be permitted to distribute the money remaining in his hands after the allowance and payment of said several sums to the parties to said original action as the interest of each may appear.

All of which is respectfully submitted.

W. C. Odell

Attorney for Receiver.

F. W. Doeltz Jr.
Receiver.

State of Minnesota
ss.
County of Carver

Fred W. Doeltz being first duly sworn says that he is the above named Receiver; that the foregoing Report is just and true, and is a full report of the moneys which have come into his hands and the disbursements made by him.

Subscribed and sworn to before me

This 20th day of June A. D. 1911

Norman
Judge of said Court

F. W. Doeltz Jr.

STATE OF MINNESOTA
COUNTY OF CARVER.

IN DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz

Plaintiff

-VS-

Johannes Johnson and Peter Johnson

Defendants.

In re The Receivership.

Sirs:-

You will please take notice that at a time and place fixed by the order of said court said Receiver in the above entitled proceeding will move said court for an order accepting and allowing his Report in said proceedings, with a copy of which Report you are herewith served, and fixing the compensation of said Receiver and his Attorney, and permitting him to distribute the moneys remaining in his hands after the allowance and payment of the several sums mentioned in his said report in accordance with the direction of the judgment entered in said original action.

Yours Respectfully

W. C. Dahl

To

Attorney for Receiver.

Gjertsen & Lund

Attorneys for Defendants.

Let the Motion mentioned in the above Notice be heard at the Special Term of said Court to be held at the Court House in the City of Chaska in said County and State on the 27th day of June A. D. 1911, at the opening of court on that day or as soon thereafter as counsel can be heard; And Ordered, That a copy of said Notice and of this Order be served upon the Attorneys for the Defendants by mail on or before June 22nd 1911.

Dated Norwood, June 20th 1911

W. Morrison
Judge of said Court

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-73-

Johannes Johnson et al
Defendants

In re The Receivship.

Report, Notice & Order.

CARVER COUNTY,
FILED

JUN 27 1891

R. L. Lundstrom

W. C. Hall
Attorney for Receiver

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz

Plaintiff

-vs-

Johannes Johnson and Peter Johnson

Defendants.

In re The Receivership.

This Matter came before the Court at a Special Term thereof held at the Court House in the City of Chaska in said County and State on the 27th day of June A. D. 1911 pursuant to due Notice and Order upon the Report of the Receiver and his application for an Order fixing his compensation as such Receiver and the compensation of his Attorney, and allowing his account and directing the distribution of the monies in his hands as such Receiver, and upon the objections filed by said defendants:

W. C. Odell Esqr appeared as Attorney for said Receiver in support of said application, and there was no appearance in opposition thereto, other than by said objections on file:

After hearing and duly considering the proofs offered and received in support of said application, and giving the objections filed due consideration, It is Ordered: That the compensation of said Receiver for services rendered by him in said receivership be and is fixed at the sum of \$200.00; that the compensation of his Attorney for services rendered in said matter be and is fixed at the sum of \$100.00; that the personal expenses of said Receiver while attending to the business of said receivership be and are hereby allowed in the sum of \$32.15; that the items of expenditure for Tax on Stock and for expenses of such receivership mentioned in said Report be approved and allowed in the sum of \$17.42 and that said Report be and is in all things accepted and approved.

And It is further Ordered: That said Receiver pay the fees of the Clerk of this Court in said receivership matter and in the

original action and after payment thereof and of the several allowances aforesaid said Receiver distribute the money remaining in his hands in accordance with the judgment in said original action, and that he pay, of the amount which would otherwise be paid to said defendants, to W. C. Odell as Attorney for said Plaintiff, the sum of \$43.50 in satisfaction of the judgment recovered and docketed in favor of said plaintiff and against said defendants for costs and disbursements taxed and allowed in the Supreme Court on appeal.

Dated Norwood July 5th 1911.

W. W. Morrison

Judge of said Court.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

vs.

Johannes Johnson et al
Defendants.

In re the Receivship
Order.

COUNTY,
FILED

JUL 6 1911

W. C. Hall
Clerk

W. C. Hall
Attorney for Receiver.

STATE OF MINNESOTA,
COUNTY OF CARVER.

IN DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ,

PLAINTIFF.

VS

JOHANNES JOHNSON AND PETER JOHNSON.

DEFENDANTS.

This cause came on to be heard at a Special Term of the Court held at the Court House in the Village of Henderson in the County of Sibley in said State on the 30th day of August 1910 pursuant to due notice, upon the application of said plaintiff for the appointment of a Receiver as ordered and directed by the Judgment in said action:

W. C. Odell Esq., Attorney for said Plaintiff, appeared in support of said application:

And, upon due consideration, It is Ordered, That

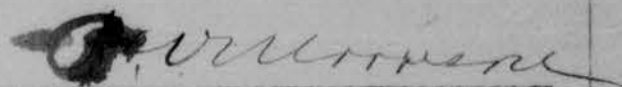
August Odell of the Village of *Norwood* County of *D.* be and is hereby appointed Receiver to wind up the affairs of the partnership heretofore existing between the parties to this action in accordance with the order and direction of the Judgment entered in said action.

And It is further Ordered, That said Receiver, after first taking the oath and giving the bond required by law, forthwith take possession of all assets and property of said copartnership; that he proceed to sell to the best advantage the stock of merchandise and the real estate mentioned and referred to in said judgment, and that such sale be by private or public sale as to said Receiver may seem to be to the best advantage; that said Receiver pay off and discharge the indebtedness owing by said copartnership and mentioned in said judgment, and that he collect all indebtedness owing to said copartnership, including the several amounts owing by the individual members thereof as found by said judgment; that after the payment of the indebtedness owing by said copartnership and the costs of said action and of this receivership the residue remaining in his hands be

be distributed to the members of said copartnership as follows; To said plaintiff one half of such residue, and to each of said defendants one fourth thereof.

And it is further Ordered, That said Receiver make due report to this Court of his doings in the premises.

Dated Henderson August 30th 1910.


J. W. Morrison

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-75-

Phammy Johnson et al
Defendants.

Order appointing Receiver.

Let said Receiver enter
into bond in the sum of
\$1000⁰⁰ Dollars, with
Sureties to be approved by me,
R. O. Morrison
Judge of said Court,

W. C. Bell
Attorney for Plaintiff

CARVER COUNTY,
FILED

SEP 13 1910

H. O. Muehlberg, Clerk.

(550)

STATE OF MINNESOTA,
COUNTY OF CARVER.

IN DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ,

PLAINTIFF.

-VS-

JOHANNES JOHNSON AND PETER JOHNSON,
DEFENDANTS.

KNOW ALL MEN BY THESE PRESENTS, That Fred W. Deeltz as Principal and Christ Effertz and Ed. Bauernmeister as Sureties, are held and firmly bound unto the State of Minnesota in the sum of One Thousand Dollars, lawful money of the United States of America, to be paid to the said The State of Minnesota: For the payment whereof well and truly to be made we bind ourselves, our and each of our heirs, executors and administrators jointly and severally firmly by these presents.

Sealed with our Seals and Dated the 10th day of September A. D. 1910.

The condition of the above obligation is such that whereas by an Order made by said above mentioned court in the above entitled action, bearing date the 30th day of August 1910, the above bounden Fred W. Deeltz was appointed Receiver to wind up the affairs of the partnership heretofore existing between the parties to said action in accordance with the order and direction of the judgment entered in said action:

NOW THEREFORE, The condition of this obligation is such that if the said Fred W. Deeltz shall faithfully discharge the duties of his trust as such Receiver, and otherwise perform his said office in all things according to the true intent and meaning of said order, then this obligation to be void, otherwise of full force and effect.

F. W. Deeltz (Seal)
Christ Effertz (Seal)
Ed. Bauernmeister (Seal)

STATE OF MINNESOTA
SS.
COUNTY OF CARVER.

Be it known that on this 10th day of September 1910 before me personally came Fred W. Deeltz, Christ Effertz and Ed Bauernmeister to me personally known to be the same persons who executed the foregoing bond, and each acknowledged the same to be his own free act and deed.

P. W. Morrison
Judge of said Court

State of Minnesota
ss.
County of Carver.

Christ Effertz and Ed Bauernmeister
being first duly sworn each say, each for himself, that he is one of the sureties above named, and is a resident and freeholder of and in the County of Carver in said State of Minnesota, and is worth the sum of Two Thousand Dollars over and above his debts and liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me
This 10 day of September 1910.

Christ Effertz
Ed Bauernmeister

P. W. Morrison
Judge of said Court

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-75-

Johannes Johnson et al
Defendants.

Bond of Receiver.

I hereby approve the within
Bond and the Sureties herein
Sept 10, 1910

P. W. Morrison
Judge of said Court

CARVER COUNTY,
FILED

SEP 13 1910

H. O. Muehlberg, Clerk.

(550)

STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ,

PLAINTIFF.

-VS-

JOHANNES JOHNSON AND PETER JOHNSON.

DEFENDANTS.

State of Minnesota
as
County of Carver.

I, Fred W. Deeltz, do swear that I will faithfully and just-ly perform all the duties of the office and trust which I now assume as Receiver to wind up the affairs of the partnership lately existing between the parties to the above entitled action, to the best of my ability. So help me God.

Subscribed and sworn to before me
This 10 day of September 1910.

F. W. Deeltz
Judge of the Court

District Court
County of Carver.

Anton J. Fritz
Plaintiff

vs.

Johannes Johnson et al
Defendants.

Oath of Receiver.

CARVER COUNTY,
FILED

SEP 13 1910

H. D. Muehlberg

(550)

STATE OF MINNESOTA,
COUNTY OF CARVER.

IN DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ

PLAINTIFF.

-VS-

JOHANNES JOHNSON AND PETER JOHNSON

DEFENDANTS.

IN THE MATTER OF THE RECEIVERSHIP
IN THE ABOVE ENTITLED ACTION.

Sirs:-

you will please take notice that at a General Term of said Court to be held at the Court House in the City of Chaska in said County and State on Monday the 10th day of October 1910, at the opening of court on that day or as soon thereafter as counsel can be heard, the Receiver in the above entitled matter will move said court for an Order confirming his report of sales on file in the office of the Clerk of said Court and directing and permitting him to consummate and carry out said sale in accordance with his said report, and for such other and further direction in the premises as may be deemed necessary or expedient.

Upon the hearing of said motion and in support thereof said Receiver will read his said report and offer oral testimony in connection therewith and in explanation thereof.

Yours etc.,

F. W. Daulton Jr.
Receiver.

W. C. Daulton

Attorney for Receiver.

To

Anton J. Fritz, Johannes Johnson
and Peter Johnson, and to Gjertsen &
Lund, Attorneys for said Johnsons.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-vs-

Johannes Johnson et al
Defendants.

In re. The Receivership

Notice of Motion.

CARVER COUNTY,
FILED

SEP 30 1910

W. Muehlberg, Clerk.
(550)

W. C. Hull
Attorney for Receiver

Notice to Bidders.

You will please take notice that I, the undersigned, who was duly appointed by the Court as receiver in the matter of Anton J. Fritz against Johannes Johnson and Peter Johnson, offer for sale the following real estate situate, lying and being in the Village of Cologne, Carver County, Minnesota, and described as follows, to-wit: The North eight (8) feet of Lot six (6), and Lot seven (7) in Block seven (7), together with the store building and additions thereto located on said premises.

I will sell the above mentioned real estate at the front door of the post-office at Cologne Minnesota, on Saturday, the 24th day of September 1910, at one o'clock in the afternoon of said day. Said property will be sold by open bid to the highest bidder for cash. The successful bidder must accompany bid with a deposit either in cash or by certified check equal in amount to 10 percent of his bid.

At the same time and place I will sell all goods, wares and merchandise together with all store fixtures located in said above described store building under the same terms and conditions as above stated.

The right is reserved to reject any or all bids.

Dated, Norwood, Minn., Sept. 14, 1910.
F. W. DOELTZ, JR., Receiver.

NOTICE

TO

BIDDERS

¶ You will please take notice that I, the undersigned, who was duly appointed by the Court as receiver in the matter of Anton J. Fritz against Johannes Johnson and Peter Johnson, offer for sale the following real estate situate, lying and being in the Village of Cologne, Carver County, Minnesota, and described as follows, to-wit: the North Eight (8) feet of Lot Six (6), and Lot Seven (7) in Block seven (7), together with the store building and additions thereto located on said premises.

¶ I will sell the above mentioned real estate at the front door of the Postoffice at Cologne, Minnesota, on Saturday, the

24th Day of September, 1910,

at One O'clock in the afternoon of said day. Said property will be sold by Open Bid to the highest bidder for cash.

¶ The successful bidder must accompany bid with a deposit either in cash or by certified check equal in amount to 10 per cent of his bid.

¶ At the same time and place I will sell all goods, wares and merchandise together with all store fixtures located in said above described store building under the same terms and conditions as above stated.

The right is reserved to reject any or all bids.

Dated at Norwood, Minn., Sept. 14, 1910.

F. W. DOELTZ, JR., Receiver.

SATEET OF MINNESOTA,
COUNTY OF CARVER.

IN DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. PRITZ

PLAINTIFF.

-VS-

JOHANNES JOHNSON AND PETER JOHNSON
DEFENDANTS.

IN THE MATTER OF THE RECEIVERSHIP
IN THE ABOVE ENTITLED ACTION.

The undersigned, the Receiver heretofore duly appointed by the Court to take possession of all assets and property of the partnership heretofore existing between the parties to the above entitled action; to sell to the best advantage, at public or private sale the stock of merchandise and the real estate mentioned and referred to in the judgment entered in said action; to pay off and discharge the indebtedness mentioned in said judgment as owing by said partnership; to collect all indebtedness owing to said partnership, including the several accounts owing thereto by the individual members thereof, as found by said judgment, and to wind up the affairs of the partnership in accordance with the order and direction of said judgment, do respectfully submit the following as a partial report of my doings in the premises.

After having duly taken the oath required by law and given the bond required by the order appointing me as such Receiver I proceeded to and did take possession of said stock of merchandise and of said real estate, and gave notice of sale thereof by publishing in the Norwood Times, a newspaper printed and published in the English Language in the Village of Norwood in said County of Carver and having a general circulation throughout said County and in the Village of Cologne where said stock of merchandise and said real estate were situated, a notice stating therein that said stock of merchandise and said real estate would be sold in said Village of

Cologne, at a place designated in said notice, on the 24th day of September 1910, at one o'clock in the afternoon of said day, by open bid to the highest bidder for cash; that in addition to the notice of such sale as published in said Norwood Times I caused to be printed and generally distributed throughout said Villages of Norwood and Cologne, and throughout said County, a Handbill or Dladger, setting out therein the notice of sale set out and contained in the notice as published in said Norwood Times; that said notice of sale was given more than ten days prior to the day of such sale, and a copy of each of said notices is hereto attached and herewith filed as a part of this report.

That at the time and place fixed and appointed for such sale by said notice of sale I attended and offered said stock of merchandise, including store fixtures, for sale in one lot and said real estate for sale in one parcel, and proceeded to receive open bids for the same in accordance with the terms of said notice of sale; that said sale was largely attended and was attended by all of the parties to said action; that upon said sale I received an offer of \$553.65 for said stock of merchandise, including store fixtures; that said offer was made by open bid by Anton J. Fritz and each of said defendants was present when the same was made; that said offer was the highest and best offer made for said stock of merchandise and fixtures, and, in my judgment, is a fair price therefor, and is the highest and best offer therefor, that can be obtained; that I accepted said offer and sold said merchandise and fixtures to said Anton J. Fritz for said sum of \$553.65, subject to the action of the Court in reference thereto.

That upon said sale I received an offer of \$3000.00 for said real estate; that said offer was made by open bid by Johannes Johnson, and said plaintiff and said defendant Peter Johnson were present when said offer was made; that said offer was the highest and best offer made for said real estate, and, in my judgment, is a fair price therefor, and the highest and best offer therefor that can be obtained; that I accepted said offer and sold said real estate to

said Johannes Johnson for said sum of \$3000.00, subject to the action of the Court in reference thereto.

Wherefore I respectfully pray that by the proper Orders of this Honorable Court my said sale of said merchandise and fixtures to Anton J. Fritz for the sum of \$553.65, and my said sale of said real estate to Johannes Johnson for the sum of \$3000.00 be confirmed and that I be permitted to consummate such sales.

W. C. Bull

Attorney for Receiver.

F. W. Doeltz Jr x
Receiver.

State of Minnesota
ss.
County of Carver

F. W. Doeltz Jr being first duly sworn says that he is the Receiver named in the foregoing report; that he has read said report and knows the contents thereof and that the same is true to the best of his knowledge, information and belief.

Subscribed and sworn to before me

This 27th day of September 1910.

W. C. Bull
Notary Public, Carver County, Minn...

F. W. Doeltz Jr x

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-vs-

Johannes Johnson et al
Defendants.

In re. The Receivership
Receiver's Report

CARVER COUNTY,
FILED

SEP 30 1910

H. O. Muehlberg, Clerk.
(550)

W. C. Bull
Attorney for Receiver

State of Minnesota
County of Carver.

Situated Court
Eighth Judicial District

Anton J. Fritz

Plaintiff

- 75 -

Johannes Johnson and Peter Johnson.

Defendants.

In the Matter of the Receivership
in the above entitled action

The above entitled matter came on before the Court at a General Term thereof held at the Court House in the City of Chicago in said County and State, pursuant to due notice, upon the partial Report of said Receiver Johannes and whereby it is made to appear that said Receiver, pursuant to the order and direction of his order of appointment as such Receiver, took possession of the Stock of Merchandise and the Real Estate mentioned and referred to in the judgment in said original action, and on the 24th day of September 1910, after giving due notice thereof, proceeded to sell said Stock of Merchandise and said Real Estate, by open bids, to the highest bidder for cash; that upon said sale he sold said Stock of Merchandise to Anton J. Fritz for the sum of \$553.65, including store fixtures including counters and shelving, and said Real Estate, including counters and shelving, to Johannes Johnson for the sum of \$3000.00, and upon the application of said Receiver for an Order confirming said sales.

And it having been made satisfactorily to appear that said sales were openly and fairly conducted, and that said offer for said Stock of Merchandise was the highest and best offer made therefor, and is a fair and reasonable price therefor, and that said offer so made for said Real Estate was the highest and best offer made for said Real Estate and is a fair and reasonable price therefor.

Now, On Motion of W. Caldwell Attorney for said Receiver,

1 in a responsible Bank of said County of Garret, to
2 his credit as such Receiver, and that he make his said
3 distribution when and as directed by the order of this
4 Court to be hereafter entered herein, and that he do not
5 make distribution of such moneys until so ordered
6 and directed to do.

7 Dated Chaska Oct 10th 1910.

8 J. W. Morrison
9 Judge of said Court

Superior Court
County of Carver.

Anton J. Fritz
Plaintiff

-vs-

James Johnson et al
Defendants

In re The Receivership in
said action.

Order Confirming Sales

CARVER COUNTY,
FILED

OCT 10 1910

H. O. Muehlberg
Clerk.

W. C. Muehl
Attorney for Receiver

State of Minnesota

County of Carver / District Court/8th.District.

Anton J.Fritz / Plaintiff.

vs.

Johanus Johnson & Peter Johnson./Defendant.

State of Minnesota

County of Carver/ss/ I H.J.Peck do solemnly swear that I will hear,try
and determine the above entitled action,according to the best of my
knowledge and ability,so help me God .

Subscribed and sworn to this 9th.

day of November 1909,before me,

H. J. Peck.

RECEIVED TO OFFICE
JANUARY 10 1910

District Court,
Eighth Judicial District.

ANTON J. FRITZ, Plaintiff, (

against (FINDINGS AND

JOHANNES JOHNSON and DECISION.

PETER JOHNSON. Defendants)

After hearing the proofs and allegations on the part of plaintiff and defendants, and the argument of counsel, I find the following facts:

1. That on the 26th day of July, 1893, the said plaintiff became the owner of the following described real estate lying and being in said county, to-wit: Lot seven (7) and the north eighth feet of Lot six (6) in Block seven (7) in the Village of Cologne in said county, as per plat thereof on file and of record in the office of the Register of Deeds of said county.
2. That sometime in September, 1893, the said plaintiff purchased and placed in a building upon said premises in Cologne, a stock of general merchandise, and commenced the operation of a general merchandise store upon said premises, in the retail of goods.
3. That a short time thereafter, and on or about the first of October, 1893, the said plaintiff and said Johannes Johnson one of said defendants, entered into a contract of co-partner-

ship, for the purpose of carrying on said business under the firm name of Fritz and Johnson, for a period of five years, and by the terms of said contract and agreement the said defendant Johannes Johnson agreed to furnish all capital and money necessary to pay the then existing indebtedness upon said real estate and stock of merchandise, and such further sum as might be necessary to increase said stock and further the prosecution of said business, which should constitute his contribution to the capital stock of said co-partnership; and the said plaintiff agreed to manage and conduct said business and devote his time, service and experience to said business, which should constitute his contribution to the capital stock of said co-partnership, and thereby the said plaintiff and defendant Johannes were to become equal owners in said real estate and stock of merchandise, and to share alike in the profits and losses of said co-partnership and business.

4. That said business continued under said agreement from the Fall of 1893 down to the present time, the said plaintiff having charge of said business and the defendant furnishing capital and money as hereinafter set forth, and the said defendant Johannes Johnson as his contribution to said capital stock paid into said business, at various times and in various amounts, amounting to \$5824.37, under said contract.

5. That a short time after the formation of said co-partnership, between the said plaintiff and said Johannes Johnson, the said Johannes Johnson sold to his brother Peter Johnson, one of said defendants, an undivided one-fourth interest in the real estate hereinbefore described, and in carrying out said agreement and sale, on the 15th day of February, 1894, the said plaintiff deeded and conveyed to said Peter Johnson the undivided one-fourth of said real estate hereinbefore des-

cribed, and at the same time and by the same instrument conveyed the undivided one-fourth of said real estate to said Johannes Johnson, and, by mutual consent, without any new agreement, said Peter Johnson became a member of said co-partnership; and said firm was from that time forward composed of this plaintiff and Johannes Johnson and Peter Johnson, and said co-partnership assets remained one-half in the said plaintiff, and one-half in the said defendants Johannes and Peter Johnson, until March 1st, 1894, when the said Johannes Johnson did by deed of conveyance sell and convey all his undivided one-fourth interest in said lots and real estate to the other defendant Peter Johnson, so that from March 1st, 1894, said real estate was in the name of said plaintiff and said Peter Johnson, each having the undivided one-half thereof; and so remains at the present time.

6. That the said Johannes Johnson, in addition to the amount paid in as his contribution to the capital stock of said co-partnership, paid into said business, furnished produce, paid taxes, telephone stock, and clerk hire, amounting to the sum of \$1288.52; and drew out the sum of \$3228.35, leaving the said Johannes Johnson indebted to said co-partnership in the sum of \$1940.33.

7. That the said Peter Johnson paid into said business and co-partnership, principally in produce, the sum of \$1426.23, and drew out of said business the sum of \$2176.26, leaving a balance due from said Peter Johnson to said co-partnership of the sum of \$750.03.

8. That the said Anton J. Fritz paid into said business and co-partnership the sum of \$3003.09, and drew out of said business in living expenses and groceries not paid for, the

sum of \$840.00, no part of which has been paid. That the said plaintiff since the first of September, 1897, has used a part of said store building upon said premises for his own private use, as Post Master of said Village of Cologne, and in the operation of the Post Office therein, and that the use and rent thereof was worth the sum of \$75.00 per annum, amounting to the sum of \$918.00, no part of which has been paid. That during the existence of said co-partnership, the said plaintiff has used and occupied the second floor of said store building for a residence for himself and family, the use and rent of which was worth the sum of \$6.00 per month for the past fourteen years, no part of which has been paid, and amounts to the sum of \$1014.00.

9. That Mrs. Ida Fritz has at different times during the existence of said co-partnership performed work and labor in clerking in said store, with the knowledge and consent of said members of the co-partnership when they did not have other clerks in said store, the exact time not shown by the evidence; and I find that her services during said time were worth and of the value of ~~xx~~ \$500.00, and that said co-partnership is indebted to her in said sum of \$500.00.

10. That the said co-partnership is indebted to the State Bank of Cologne in the sum of \$325.00, and to the Standard Oil Company in the sum of \$4.84.

11. That the value of the said real estate belonging to said co-partnership is the sum of \$3500.00, and the value of the personal property, consisting of the stock of goods, boots and shoes and furniture is the sum of \$1581.88, and in the building located upon said lots hereinbefore described.

12- That the said co-partnership is indebted to the said plaintiff, ~~and~~
Anton J. Fritz, in the sum of \$231.09.

As conclusions of law I find-

That the said co-partnership should be dissolved, and that all said
hereinbefore described property, both real and personal belongs to said
co-partnership, and that a receiver should be appointed to take charge
of said property, and sell and convert the same into money, and pay the
debts of said co-partnership in accord with the foregoing findings,
and distribute the same as their respective rights may appear, and if
sufficient assets are not found, that the individual members of said
co-partnership be required to pay their respective shares of said amo-
unts in liquidation of all claims due to or from said co-partnership
and the individual members thereof, according to the foregoing facts.
Let judgment be entered accordingly.

Done Dec. 27th 1909.

H. J. Peck
As Receiver.

District Court
Carver County
Anton J. Frey
vs.

Johannes Ahrens
Peter Johnson.

Decision of
Referee.

CARVER COUNTY,
FILED.

DEC 28 1909.

H. O. Muehlberg, Clerk.

(550)

STATE OF MINNESOTA, }
COUNTY OF CARVER.,) ss.

I hereby certify and return, that on the 21st day of April 1908. at the town of Dahlgreen in the County of Carver in said State, I served the within Summons and Complaint upon the within named Defendant Johannes Johnson, by then and there handing to and leaving with him personally a true copy of said Summons and Complaint.

I further certify and return, that on the same day and date at the Village of Cologne in said County and State, I served the within Summons and Complaint upon the within named Defendant Peter Johnson, by then and there handing to and leaving with him personally a true copy of said Summons and Complaint.

Dated this 22nd day of April 1908.

SHERIFF'S FEES.

Return, - - \$2.00
Mileage, - - \$2.00
\$4.00

L. A. Gatz
sheriff of carver county,
Minn.

State of Minnesota,
County of Carver,

District Court,
Eighth Judicial District.

Anton J. Fritz,

Plaintiff,

-vs-

Summons.

Johannes Johnson and
Peter Johnson,

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 said complaint upon the undersigned at his office in the City of Chaska in said County of Carver within twenty days after the 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, together with the costs and disbursements herein.

W. C. Baile

Attorney for Plaintiff.

Chaska, Minn.

State of Minnesota.

District Court.

County of Carver.

Eighth Judicial District.

Anton J. Fritz.

Plaintiff.

-vs-

Johannes Johnson and Peter Johnson.

Defendants.

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

(1) That in, to-wit, the month of September 1898 plaintiff was the owner in fee, subject to a mortgage thereon for a portion of the purchase price thereof, of a tract of land situated in the Village of Cologne in said County and State, known and described as follows, viz., Lot 6 and the north 8 feet of Lot 7 of Block 7 of said Village according to the recorded plat thereof on file in the office of the Register of Deeds in and for said County, together with a frame store building situated thereon. That plaintiff was also the owner of a stock of general merchandise of the value of \$3,000, for a portion of the purchase price of which he was indebted, and was desirous of increasing said stock and embarking in the general mercantile business at said Village; that in said month of September 1898 plaintiff and defendant Johannes Johnson entered into and formed a copartnership for the purpose aforesaid, and it was then mutually agreed by and between plaintiff and said defendant Johannes Johnson that they would from that time forward for a period of five years engage in and carry on as copartners, under the firm name of Fritz and Johnson, in the Village of Cologne aforesaid, a general mercantile business; that said defendant would furnish all capital necessary to pay the amount owing upon the purchase price of the tract of land so owned and occupied by plaintiff and the indebtedness owing upon the stock of merchandise so owned by plaintiff, and such further sums as might be necessary to fill up and increase said stock of merchandise; and the amount of money thus furnished by said defendant should

constitute his contribution to the capital stock of said copartnership; that plaintiff should manage and conduct said business, and his services in so doing, and his business experience, should constitute his contribution to the capital stock of said copartnership, and said plaintiff and said defendant should thereupon become and be equal owners of the property and assets of said copartnership and share alike in the gains and profits resulting from their said copartnership enterprise, or bear equally the losses, if any, resulting therefrom.

(2) That under and pursuant to said copartnership agreement said defendant Johannes Johnson, in said month of September 1898, furnished to plaintiff to be used for the purposes of said copartnership the sum of \$600.00, and immediately thereafter the copartnership so created by and between this plaintiff and said defendant took possession of said real estate and said stock of merchandise, so theretofore owned by plaintiff, as aforesaid, and entered upon the business for which said copartnership was so created as aforesaid. That shortly thereafter said defendant Johannes Johnson sold to said defendant Peter Johnson an undivided one half of the interest in the property and assets of said copartnership so owned by him, said Johannes Johnson, and, with the consent of plaintiff, said defendant Peter Johnson became a member of said copartnership firm, and from that time forward said firm was composed of plaintiff and defendants Johannes Johnson and Peter Johnson, and said plaintiff was and is the owner of an undivided one half of the property and assets of said copartnership, and said defendants jointly the owners of the other one half thereof.

(3) That said copartnership so composed of plaintiff and said defendants has ever since the formation thereof carried on and conducted, in the village aforesaid, a general mercantile business and is now engaged in carrying on said business, and in the prosecution of its said business has used and occupied the real estate hereinbefore mentioned; that said defendant Johannes Johnson has contributed to the capital stock of said copartnership, from time to time various sums of money, aggregating the sum of \$5600.00, and said plaintiff has from time to time advanced to and expended for said copartnership in the prosecution of its said business various sums of money, aggregating \$3500.00, and said plaintiff has managed and conducted said business

without the assistance of said defendants, or either of them. That said copartnership has, in the prosecution of its said business, made gains and profits, and has added to and increased its stock of general merchandise, and now owns and occupies the real estate hereinbefore mentioned and a stock of general merchandise of the value of \$4000.00, and book accounts, exclusive of the accounts against the individual members of said copartnership, of the value of, to-wit, \$200.00, and the property and assets of said copartnership, including accounts against the individual members thereof is the sum of, to-wit, \$12000.00, and said copartnership is indebted to divers persons in an amount not exceeding \$750.00, exclusive of the indebtedness owing for the services of plaintiff's wife, as hereinafter stated.

(4) That said defendant Johannes Johnson has from time to time drawn out divers sums of money and divers items of merchandise, and has become and is indebted to said copartnership therefor in the sum of to-wit, \$2650.00; that said defendant Peter Johnson has from time to time purchased from said copartnership divers items of merchandise, and has become and is indebted to said copartnership therefor in the sum of, to-wit, \$700.00; that plaintiff during the first nine years of the existence of said copartnership drew out for his living expenses, money and merchandise aggregating, to-wit, \$1800.00, and said plaintiff has, during the entire time that said copartnership has been engaged in carrying on its said business, been assisted by his wife in the management and conduct of said business and plaintiff's said wife has, during said time, worked for said copartnership, with the knowledge and consent of said defendants, and each of them, for at least ten years, and the value of her said services is the sum of \$240.00 per year, and said copartnership is justly indebted therefor in the sum of \$2400.00.

(5) Plaintiff further states and shows to the court that he has at all times since the formation of said copartnership in all things faithfully carried out and performed said copartnership agreement, and in so doing has devoted his time and ability to the business of said copartnership and has used his best endeavors to make its business a successful and profitable one: that in addition to so carrying out and performing his said agreement plaintiff has furnished to and for said copartnership divers sums of money, as hereinbefore stated, and has furnished the

services of his wife in assisting in conducting the business of said copartnership, and said copartnership is justly indebted to plaintiff for the money so furnished and for the value of such services, and plaintiff is justly entitled to receive as his distributive share of the assets of said copartnership, one half of all of such assets and, in addition thereto, the amount of the money so furnished by him to and for said copartnership, and the value of the services of his wife in the conduct of the business of said copartnership. That dissensions have arisen between plaintiff and his said copartners, and because thereof, it will be to the best interest of all parties concerned to wind up said copartnership by converting its assets into money as speedily as can be done without unnecessarily sacrificing any portion thereof, by paying the indebtedness of said copartnership, and, after such indebtedness is paid, distributing its assets to the members of said copartnership, as the respective interest of each of such members in said surplus assets may appear.

Wherefore plaintiff demands the judgment and decree of this honorable court as follows:

- 1- Dissolving the partnership relation existing between plaintiff and said defendants.
- 2- That an accounting be had of and concerning the dealings of said copartnership and the dealings of plaintiff and each of said defendants, respectively, with said copartnership.
- 3- Ascertaining and determining the value of the services of the wife of plaintiff to said copartnership, and adjudging said copartnership to be indebted to plaintiff for the value of such services as so ascertained and determined.
- 4- That the assets of said copartnership be converted into money with all convenient speed, the indebtedness of said copartnership paid, and that the assets of said copartnership remaining after the payment of such indebtedness be distributed to the members of said copartnership as the respective interest of each therein may appear.
- 5- For such other and further relief in the premises as to the court may seem meet and proper.

W. C. Hall

Attorney for Plaintiff,
Chaska, Minn.

State of Minnesota, SS.
County of Carver.

Anton J. Fritz being first duly sworn says that he is the plaintiff named in the foregoing complaint: that he has heard said complaint read and knows the contents thereof, and that the same is true to 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 20th day of April A. D. 1908.

Anton J. Fritz.

J. P. Rausolly
County Auditor
Carver Co. Minn.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

vs.

Johannes Johnson et al
Defendants.

Summons & Complaint

ORIGINAL.

CARVER COUNTY,
FILED

DEC 28 1909.

N. O. Muehlberg, Clerk.

9- (550) J

W. C. Adell
Attorney for Plaintiff
Chaska, Minn

Pol.1. STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

X-----X
Anton J. Fritz, Plaintiff, "
-vs- " A N S W E R .
Johannes Johnson and Peter Johnson, "
Defendants. "
X-----X

Defendants for their answer to plaintiff's complaint
herein:

Pol.2. Admit the formation of the copartnership between plaintiff
and defendants in September 1893 and that at that time the stock
of merchandise, together with the fixtures, amounted to twenty-
eight hundred (\$2800.00) dollars, and no more.

Specifically deny that plaintiff was to have a half in-
terest in said copartnership but allege that the plaintiff was to
own only a third interest in said copartnership and the assets
thereof, and the remaining two thirds to be owned by the de-
fendants.

Pol.3. Further answering these defendants allege that since the
formation of the copartnership the defendant Johannes Johnson
has contributed to the capital stock of said copartnership, from
time to time, various sums of money aggregating the sum of six
thousand seven hundred and thirty-two and 28/100 (\$6,732.28)
dollars.

Specifically deny that plaintiff has contributed the sum
of thirty-five (~~hundred~~) Dollars belonging to himself or any
sum whatsoever. That in truth and in fact plaintiff has drawn
out and expended of the partnership funds moneys far in excess
of any sum he has contributed to same, but allege the facts to
be that since the formation of said copartnership the plaintiff

Fol.4. and his wife have occupied the upstairs over the store for living purposes, for which plaintiff has paid nothing to the partnership. That during all of said time plaintiff and his said wife have taken from the store and the store business cash and merchandise for living expenses, amounting to at least the sum of fifty (\$50.00) dollars per month since September 1893, no part of which has been re-paid to said copartnership.

Fol.5. That shortly after the formation of said partnership, the plaintiff, on behalf of said copartnership, secured the location of the post office in the store building of said copartnership and plaintiff was duly appointed postmaster. That the space occupied by the post office in said store, amounted to about one-third of the store and that the post office business required the services of one man continuously. That it was agreed that the receipts of said post office should belong to the partnership and be turned in to the business. That the receipts from said post office has aggregated, during the last fourteen years, the sum of four hundred fifty (\$450.00) per year. That said plaintiff has appropriated to his own use all the receipts of the post office, except the sum of twenty-one hundred and sixteen and 15/100 (\$2116.15) dollars, which he claims he has invested in the business of said copartnership, and which he, without authority of the copartnership, has placed to his personal credit upon the books of the firm.

Fol.6.

The defendants further allege that the total amount of money contributed by plaintiff to said co-partnership was the sum of three hundred (\$300.00) dollars, and no more, and that said three hundred dollars has long since been drawn out by said plaintiff from the business and expended by him for his own personal use.

Fol.7. These defendants further allege that out of the moneys of said copartnership business the plaintiff has purchased a lot in said Village of Cologne, adjoining the property of the copartnership referred to in the complaint, and expended therefor

the sum of nine hundred (\$900.00) dollars.

Fol.8. These defendants further allege that the plaintiff has ,
out of the partnership funds, paid for his individual personal
living expenses and campaign expenses while candidate for
country treasurer; for life insurance for himself and wife, and
other purposes, in a sum equal to more than three thousand (\$3,000.
dollars over and above plaintiff's interest in said business and
that the plaintiff is now justly indebted to said copartnership
in a sum of more than three thousand (\$3,000.00) Dollars over
and above any interest which he may have in said business.

Further answering plaintiff's complaint, these defend-
ants specifically deny each and every allegation, matter and
think in said complaint contained and alleged, not hereinbefore
specifically admitted, qualified or denied.

Fol.9. W h e r e f o r e these defendants join in praying for a
dissolution of the partnership and for an accounting, and if
it be determined that plaintiff has no interest in said busi-
ness on account of his withdrawals for himself, that the re-
maining assets of the co-partnership be turned over to the
defendants without any further costs or expenses to them,
and that these defendants have such other and further relief
as to the court may seem just and proper.

Dated--- May 6, 1908.

Gutson & Seward
Attorneys for Defendants,
1015-16 New York Life Bldg.,
Minneapolis, Minnesota.

STATE OF MINNESOTA :
: SS.
COUNTY OF HENNEPIN.:

Johannes Johnson, being first duly sworn, de-
poses and says that he is one of the defendants in the within
entitled action; that he knows the contents of the foregoing
answer and that the averments thereof are true of his own
knowledge, save as to such as are therein stated on information
and belief, and that as to those he believes them to be true.

Subscribed and sworn to before me)
this 6th day of May, A.D.1908.

Ludwig H. Carlson
Notary Public, Hennepin County, Minn.
My commission expires June 5, 1912.

Johannes Johnson

(ORIGINAL)
STATE OF MINNESOTA
COUNTY OF CARVER
DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

#####

Anton J. Fritz, Plaintiff,

-vs-

Johannes Johnson & Peter
Johnson, Defendants.

3232323232323232323232323232323

A n s w e r .

Due and personal service is
hereby admitted this ____ day of
May, A.D. 1908.

ATTORNEY FOR PLAINTIFF.

*mailed May 6/08
5-30 P.M.*

GIJERTSEN & LUND
ATTORNEYS FOR DEFENDANTS.

CARVER COUNTY,
FILED

SEP 21 1908

H.O. Muehlberg
Clerk

Fol.1. STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

X-----X
Anton J. Fritz, Plaintiff, "
-vs- " A N S W E R .
Johannes Johnson and Peter Johnson, "
Defendants. "
X-----X

Defendants for their answer to plaintiff's complaint
herein:

Fol.2. Admit the formation of the copartnership between plaintiff
and defendants in September 1893 and that at that time the stock
of merchandise, together with the fixtures, amounted to twenty-
eight hundred (\$2800.00) dollars, and no more.

Specifically deny that plaintiff was to have a half in-
terest in said copartnership but allege that the plaintiff was to
own only a third interest in said copartnership and the assets
thereof, and the remaining two thirds to be owned by the de-
fendants. *Deny*

Fol.3. Further answering these defendants allege that since the
formation of the copartnership the defendant Johannes Johnson
has contributed to the capital stock of said copartnership, from
time to time, various sums of money aggregating the sum of six
thousand seven hundred and thirty-two and 28/100 (\$6,732.28)
dollars. *Deny*

Specifically deny that plaintiff has contributed the sum
of thirty-five hundred dollars belonging to himself or any
sum whatsoever. That in truth and in fact plaintiff has drawn
out and expended of the partnership funds moneys far in excess
of any sum he has contributed to same, but allege the facts to
be that since the formation of said copartnership the plaintiff
Deny
Quaint

Pol. 4.

Amely

and his wife have occupied the upstairs over the store for living purposes, for which plaintiff has paid nothing to the partnership. That during all of said time plaintiff and his said wife have taken from the store and the store business cash and merchandise for living expenses, amounting to at least the sum of fifty (\$50.00) dollars per month since September 1893, no part of which has been re-paid to said copartnership.

Pol. 5.

That ~~shortly~~ after the formation of said partnership, the plaintiff, on behalf of said copartnership, secured the location of the post office in the store building of said copartnership and plaintiff was duly appointed postmaster. That the space occupied by the post office in said store, amounted to about one-third of the store and that the post office business required the services of one man continuously. That it was agreed

Amely

that the receipts of said post office should belong to the partnership and be turned in to the business. That the receipts

from said post office has aggregated, during the last fourteen years, the sum of four hundred fifty (\$450.00) per year. That said plaintiff has appropriated to his own use all the receipts of the post office, except the sum of twenty-one hundred and sixteen and 15/100 (\$2116.15) dollars, which he claims

1.6.

he has invested in the business of said copartnership, and which he, without authority of the copartnership, has placed to his personal credit upon the books of the firm.

The defendants further allege that the total amount of money contributed by plaintiff to said co-partnership was the sum of three hundred (\$300.00) dollars, and no more, and that said three hundred dollars has long since been drawn out by said plaintiff from the business and expended by him for his own personal use.

Pol. 7.

These defendants further allege that out of the moneys of said copartnership business the plaintiff has purchased a lot in said village of Cologne, adjoining the property of the copartnership referred to in the complaint, and expended therefor

Has bought lot but has not paid for it.

the sum of nine hundred (\$900.00) dollars.

These defendants further allege that the plaintiff has ,
out of the partnership funds, paid for his individual personal
living expenses and campaign expenses while candidate for
country treasurer; for life insurance for himself and wife, and
other purposes, in a sum equal to more than three thousand (\$3,000.
dollars over and above plaintiff's interest in said business and
that the plaintiff is now justly indebted to said copartnership
in a sum of more than three thousand (\$3,000.00) Dollars over
and above any interest which he may have in said business.

Further answering plaintiff's complaint, these defend-
ants specifically deny each and every allegation, matter and
think in said complaint contained and alleged, not hereinbefore
specifically admitted, qualified or denied.

Wherefore these defendants join in praying for a
dissolution of the partnership and for an accounting, and if
it be determined that plaintiff has no interest in said busi-
ness on account of his withdrawals for himself, that the re-
maining assets of the co-partnership be turned over to the
defendants without any further costs or expenses to them,
and that these defendants have such other and further relief
as to the court may seem just and proper.

Dated--- May 6, 1908.

Gjertsen & Lund,
Attorneys for Defendants,
1015-16 New York Life Bldg.,
Minneapolis, Minnesota.

STATE OF MINNESOTA :
COUNTY OF HENNEPIN.:
: SS.

Johannes Johnson, being first duly sworn, de-
poses and says that he is one of the defendants in the within
entitled action; that he knows the contents of the foregoing
answer and that the averments thereof are true of his own
knowledge, save as to such as are therein stated on information
and belief, and that as to those he believes them to be true.

Subscribed and sworn to before me)
this 6th day of May, A.D.1908.)

Lydia K. Carlson,)
Notary Public, Hennepin County, Minn.
My commission expires June 5, 1912.

Johannes Johnson

(Notarial Seal)

(COPY)

State of Minnesota
COUNTY OF CARVER.
DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ, PLAINTIFF

-VS-

JOHANNES JOHNSON AND PETER
JOHNSON, DEFENDANTS.

ANSWER.

5/6/08. Mail.

CARVER COUNTY,
FILED

DEC 28 1909.

N. O. Muehlberg. Clerk.
(550)

GJERTSEN & LUND,
ATTORNEYS FOR DEFENDANTS.

State of Minnesota,
County of Carver.

District Court.
Eighth Judicial District.

Anton J. Fritz, Plaintiff.

-vs-

Reply.

Johannes Johnson and Peter Johnson,
Defendants.

For his Reply in the above entitled action said Plaintiff respectfully states and shows to the Court:

(1) He admits that he has occupied a portion of the upper story of the store building owned by the copartnership for living purposes and avers that the copartnership did not need and had no use for that portion of said building so occupied by plaintiff for such purposes and plaintiff, at his own expense, finished and put such portion of said building in condition for occupancy, and thereafter occupied the same in order to be nearer to and to give more time and attention to the business of said copartnership.

(2) He admits that in the year 1897 he received the appointment of post master for the Village of Cologne and that upon receiving such appointment he moved the post office to the store building owned by the copartnership and that since so doing he has occupied a small portion of such store building for the purposes of the business of said post office but denies that in so doing he has in any manner interfered with the business of said copartnership. He admits that he has appropriated to his own use the receipts arising from such post office and denies that it was agreed between he and his copartners that such receipts should go to said copartnership.

(3) And save as hereinbefore admitted or qualified said plaintiff denies each and every allegation of new matter contained in the answer of the defendants herein.

Wherefore plaintiff prays judgment as in and by his complaint.

W. C. Bull

Attorney for Plaintiff.

Chaska, Minn.

State of Minnesota.
County of Carver. SS.

Anton J. Fritz being first duly sworn says that he is the plaintiff named in the foregoing reply; that he has heard such reply read and knows the contents thereof and that the same is true to his own knowledge except as to those matters therein stated upon information and belief, and as to such matters he believes it to be true.

Subscribed and sworn to before me

This 3rd day of June 1908.

A. J. Fritz

Geo. A. DuBois
Notary Public
Minn.

My Comm. Exp.
Oct 13/1913.

District Court
County of Carver,

Anton J. Fritz
Plaintiff

- vs -

Johannes Johnson et al.
Defendants

Reply.
ORIGINAL.

CARVER COUNTY,
FILED

DEC 28 1909

K.O. Muehlberg, Clerk

550

W.C. Quill
attorney for Plaintiff

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz,

Plaintiff,

-vs-

Johannes Johnson, and Peter Johnson,
Defendants. -

)
(NOTICE OF MOTION FOR A
(NEW TRIAL
(

PLEASE TO TAKE NOTICE, that the defendant will move said Court,
at chambers, at the Court House in the Village of Chaska, on the
_____ day of March, 1910, at eleven o'clock A. M., or as soon
thereafter as counsel can be heard, for an order vacating and setting
aside the decision and order for judgment herein of the referee and
for a new trial of said action upon the following grounds:

1. Because of errors of law occurring at the trial before said referee, duly excepted to by the defendants.
2. Because the decision of the referee is contrary to law.
3. Because the decision of the referee is contrary to the evidence.
4. Because the conclusion of law of said decision are not justified by the evidence.
5. Because said decision is contrary to the weight of the evidence.

Said motion will be made upon all the files and records in
said action and upon the settled case which will then and there be
presented for settlement and allowance to the judge of said court.

Dated March 16, 1910.

Gjertsen & Sund
Attorneys for Defendants,
1015-16 New York Life Building,
Minneapolis, Minnesota

(Original)

State of Minnesota

County of Carver

District

Court

Anton J. Fritz,

Plaintiff

vs.

Johannes Johnson, et al,

Defendants

Notice of Motion for New Trial

Due and personal service of the within

admitted

this day of 19

Attorney for

HENRY J. GJERTSEN & HARRY A. LUND

1015-1016 NEW YORK LIFE BUILDING
MINNEAPOLIS MINN.

Attorneys for Defendants.

IMPERIAL PRINTING CO. MINNEAPOLIS

State of Minnesota

SS.

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

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

that said

is to affiant well known to be the same

as the within named

Subscribed and sworn to before me, this

day of

19

Notary Public

County, Minnesota.

My commission expires

19

STATE OF MINNESOTA :

:SS.

COUNTY OF HENNEPIN.:

Lydia K. Carlson being first duly sworn deposes and says that she is a clerk in the law offices of Gjertsen and Lund, 1015-16 New York Life Building in the City of Minneapolis, Hennepin County, Minnesota, that she is of lawful age, and that at said city of Minneapolis, on the 16th day of March, 1910, she did then and there deposit in the United States Post Office within and for the City of Minneapolis a true and correct copy of the Notice of Motion for a New Trial hereto attached, which copy was properly enveloped, sealed, postage prepaid thereon and directed to W. C. Odell, Attorney at Law, Chaska, Minnesota. That there are daily communications by mail between the City of Minneapolis and said Village of Chaska; further affiant saith not.

Subscribed and sworn to before me " this 16th day of March, 1910.

Notary Public, Hennepin County, Minn.
My commission expires Oct. 21, 1916.

Lydia K. Carlson

State of Minnesota,
County of Carver.

District Court,
Eighth Judicial District

Anton J. Fritz,
 against
Johannes Johnson and
Peter Johnson,

Plaintiff,
)
)
Defendants)

O R D E R .

In May, 1910, at Chambers in the Village of Norwood, in said county, the defendants in the above entitled action moved the Court for an order vacating and setting aside the decision and order for judgement of the Referee, and for a new trial of said cause, upon the following grounds:

1. Because of errors of law occurring at the trial and duly excepted to be the defendants;
2. Because the decision of the Referee is contrary to law;
3. Because the decision of the Referee is contrary to the evidence;
4. Because the conclusions of law in said decision are not justified by the evidence;
5. Because said decision is contrary to the weight of the evidence.

Said motion was made upon all the files and records in said action, and upon the settled case therein.

Gertsen & Lund, Esquires, appeared as counsel for the defendants in support of such motion;

W. C. Odell, Esquire, appeared as counsel for the plaintiff, in opposition thereto.

After reading the pleadings and the evidence in said cause, the Court is of the opinion that the Referee in said cause made a mistake as to the amount drawn out by the plaintiff for his living expenses, money and merchandise, as conceded in paragraph Four (4) of plaintiff's complaint, and that the plaintiff concedes that during the duration of such co-partnership he drew out living expenses, money, and merh

chandise aggregating the amount of the sum of Eighteen hundred (\$1800) Dollars, and that the Referee found that he drew out only, for living expenses, money and merchandise, the sum of Eight hundred and forty (\$840) Dollars, and found that said co-partnership was indebted to said plaintiff in the sum of Two hundred and thirty one and 9/100 (\$231.09) Dollars, instead of finding that said plaintiff Anton J. Fritz was indebted to the said co-partnership in the sum of Seven hundred and twenty eight and 91/100 (\$728.91) Dollars.

It is therefore

O R D E R E D :

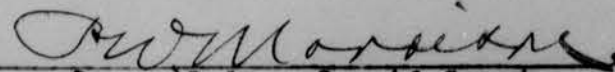
That a new trial of said cause be and the same hereby is granted unless the plaintiff, within twenty days from the date of the making of this order, consent in writing filed with the Clerk of this Court, that paragraph Twelve (12) of the Referee's findings be corrected so that it shall when so corrected be and read as follows:

"That said Anton J. Fritz is indebted to the said co-partnership

"in the sum of Seven hundred and twenty eight and 91/100 (\$728.91)

"dollars," in which case said motion for a new trial will be denied.

Dated at Chaska, Minnesota, this 3d day of June, 1910.


Judge of said Court.

STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

ANTON J. FRITZ,

PLAINTIFF.

-VS-

JOHANNES JOHNSON AND PETER JOHNSON,
DEFENDANTS.

This cause having been duly brought on for trial and tried before Honorable H. J. Pack as Sole Referee, and said Referee having duly made and filed his Findings of Fact and Decision, and the Court upon Motion having duly made and filed its Amendments to the Findings and Decision of said Referee:

And it appearing by said Findings and Decision, as so amended, that said plaintiff and said defendants are and ever since the fall of 1893 have been copartners in business under the firm name and style of Fritz & Johnson, and now, as such copartners, own certain real estate situated in the Village of Cologne in said County of Carver and a general stock of Merchandise, also situated in said Village, and are indebted to State Bank of Cologne in the sum of \$325.00, to Standard Oil Co., in the sum of \$4.84 and to Ida Fritz in the sum of \$500.00:

And it further appearing by said Findings and Decision, as so amended, that the defendant Johannes Johnson is indebted to said said copartnership in the sum of \$1940.33; that the defendant Peter Johnson is indebted to said copartnership in the sum of \$750.03, and that the plaintiff, Anton J. Fritz, is indebted to said copartnership in the sum of \$738.91:

And it further appearing by said Findings and Decision, as so amended, that the plaintiff is the owner of and entitled as his distributive share to an equal one half of all surplus assets of said copartnership; that the defendant Johannes Johnson is the owner of and entitled as his distributive share to an equal one fourth of such surplus assets, and that the defendant Peter Johnson is the own-

er of and entitled as his distributive share to an equal one fourth of such surplus assets:

And the court having found and duly determined that the copartnership so existing between the plaintiff and said defendants be dissolved; that a Receiver be appointed to collect and take possession of all assets of said copartnership, including the indebtedness so owing to said copartnership by the individual members thereof as so found, and forthwith convert the same into money, and to pay off and discharge all indebtedness owing by said copartnership and distribute the surplus money which remain after the payment of such indebtedness to the plaintiff and the defendants as the respective interest of each therein is so made to appear:

Now, On Motion of W. C. Odell Esqr, Attorney for Plaintiff, It is Ordered, Adjudged, Determined and Decreed that the copartnership existing between the plaintiff and the defendants under the firm name and style of Fritz & Johnson be and the same is dissolved; that a Receiver be appointed to collect and take possession of all assets of said copartnership, including all indebtedness owing to said copartnership by the individual members thereof; that said Receiver forthwith convert all such assets into money, and pay off and discharge the indebtedness owing by said copartnership, and that he distribute the surplus money remaining in his hands after the payment of such copartnership indebtedness as follows, viz, to the plaintiff one half thereof and to each of the defendants one fourth thereof.

By the Court:

H. O. Muehlberg

Clerk.

State of Minnesota
County of Carver.

Anton J. Fritz.
vs -
Johannes Johnson and
Peter Johnson.

Judgment Roll.

CARVER COUNTY,
FILED

JUL 11 1910

H. T. Muehlberg, Clerk.

(550)

State of Minnesota.
County of Carver.

District Court.
Eighth Judicial District.

Anton J. Fritz.

Plaintiff.

-vs-

Johannes Johnson and
Peter Johnson.

Defendants.

Sirs:

You will please take notice that the issues 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 at the City of Chaska in said County on the 28th day of September A. D. 1908, at the opening of said court on that day, or as soon thereafter as counsel can be heard.

Dated September 16th 1908.

Yours respectfully,

W. C. Russell

Attorney for Plaintiff.

To

Gjertsen & Lund.

Attorneys for Defendant.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-vs-

Johannes Johnson et al
Defendants

Notice of Trial.
- Copy -

CARVER COUNTY,
FILED

SEP 21 1908

H. D. Mueller, Clerk.

W. C. Ouellet

(550) Attorney for Defendant

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anten J. Peltz

Plaintiff.

-VS-

Johannes Johnson and Peter Johnson

Defendants.

Sirs:-

You will please take notice that the issues of law and fact in the above entitled action will be brought on for trial at the next General Term of said Court to be held at the Court House in the City of Chaska in said County and State on Monday the 11th day of October A.D. 1909, at the opening of said Court on said day, or as soon thereafter as counsel can be heard.

Yours etc.,

W. C. Bull

Te Gjertsen & Lund,

Attorney for Plaintiff.

Attorneys for Defendants.

District Court
County of Carver.

Anton J. Fritz
Plaintiff

-vs-

Johannes Johnson et al
Defendants.

Notice of Trial.

9/20
CARVER COUNTY,
FILED
OCT 11 1909.
K.O. Muehlberg, Clerk.
W.C. Buell
Attorney for Plaintiff
(550)

Form No. 62

2M-3-30-07

COURT

(NOTE - Write FIRM name in title. Write NAMES of both Plaintiff's and Defendant's Attorneys.)

No.

District Court

Carver
HENNEPIN COUNTY

~~Fritz~~ Anton J. Fritz, Plff..

AGAINST

Johannes Johnson, et-al, Dfts..

NOTE OF ISSUE

W. C. Odell

Attorney for Plaintiff

Gjertsen & Lund

Attorney for Defendant

Will the clerk please file this note of issue
and enter the cause on the Gen Term
Calendar of said Court for the 28th day
of Sept. 1908.

Yours, etc.,

Gjertsen and Lund,

Attorney for Plaintiff

LAST PLEADING SERVED

May 6, 1918.

CARVER COUNTY,
FILED

SEP 21 1908

H. O. Muellerberg Clerk.

(550)

Class 6.

No.

DISTRICT COURT,

Carver County.

Anton J. Fritz Plaintiff

against

James Johnson & Peter Johnson Defendants

NOTE OF ISSUE.

LAST PLEADING SERVED,

June 1906

Court Case.

W. B. Muel Attorney for Plaintiff.

G. J. Gertsen Attorney for Defendant.

Will the Clerk please file this Note of Issue, and enter the cause on the Calendar for the September Term, A. D. 1908.

General Term of this Court.

Yours, etc.

W. B. Muel Attorney for Plaintiff.

Filed Sept. 19th 1908

H. O. Muehlberg Clerk.

The \$3.00 deposit required by Sec. 2, Chap. 43, General Laws of 1883, must be paid before any action will be entered in Clerk's Office.

No. 83. - Pioneer Press Co., St. Paul, Minn.

(550)

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz, Plaintiff,

-vs-

Bond-- Appeal. Supreme Court.

Johannes Johnson & Peter Johnson,
Defendants.

Know all Men by these Presents, That we Johannes Johnson and Peter Johnson, as principals, and H. Haasken and Alfred Nord as sureties, are held and firmly bound unto Anton J. Fritz in the sum of Two Hundred and Fifty Dollars, lawful money of the United States, to be paid unto the said Anton J. Fritz, his heirs, executors, administrators 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 10th day of October, 1910.

The condition of this obligation is such, that whereas the said Johannes Johnson and Peter Johnson have appealed to the Supreme Court of the State of Minnesota, from that certain judgment of said District Court made and entered herein on the 11th day of July, 1910, and from all thereof.

NOW THEREFORE, if the appellants shall pay all the costs, and ^{charges} ~~and~~ ~~awards~~ awarded against them on said appeal, then this obligation shall be void; otherwise to remain in full force.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this & 10th day of October, A.D. 1910.

Signed, sealed and delivered in
Presence of

H. O. Muehlberg "
Henry Gulberg "
W. J. Muehlberg "

Johannes Johnson (SEAL)
Peter Johnson (SEAL)
H. Haasken (SEAL)
Alfred Nord (SEAL)

STATE OF MINNESOTA " "
"SS."
COUNTY OF Carver "

On this 10th day of October A. D. 1910, before me, a
Notary Public within and for said County, personally appeared
Johannes Johnson and Peter Johnson and H. Haasken
and Alfred Nord to me known to be the persons describ-
ed in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

H. Muehlberg
Clara Diss. Court
Notary Public Carver County, Minn.
My commission expires _____

STATE OF MINNESOTA " "
"SS."
COUNTY OF Carver "

H. Haasken and Alfred Nord
being duly sworn, says, each for himself, that he is one of the sure-
ties within named; that he is a resident and freeholder of the
State of Minnesota, and worth the amount of Two Hundred and Fifty
Dollars, specified in the within Bond, above his debts and liabilities,
and exclusive of his property exempt from execution. And each affiant
further says, on oath, that he is worth double the amount specified in
the within Bond.

H. Haasken
Alfred Nord

Subscribed and sworn to before me this 10th day of October, 1910.

H. Muehlberg
Notary Public, Carver County, Minn.
My commission expires _____
Clara Diss. Court

(ORIGINAL)

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

~~~~~

Anton J. Fritz, Plaintiff

VS

Johannes Johnson, et al,  
Defendants.

~~~~~

BOND IN APPEAL, SUPREME COURT.

I hereby approve the within Bond
and the sureties therein con-
tained, this 10 day of October
A.D. 1910.

W. W. Morrison
Judge of said Court
CARVER COUNTY,
FILED

OCT 10 1910

H. O. Muehlberg Clerk.

*A copy of the within Bond
forwarded upon me Oct 10. 1910*

W. C. Bull

Attorney for Plaintiff

STATE OF MINNESOTA
COUNTY OF CARVER.

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT.

Anton J. Fritz, Plaintiff,

-vs-

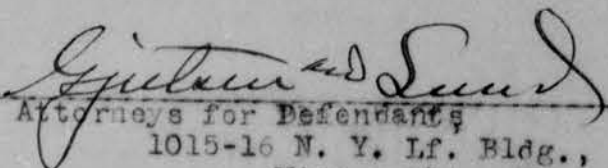
NOTICE OF APPEAL TO
SUPREME COURT

Johannes Johnson and Peter Johnson,
Defendants.

To the above named plaintiff and to the Clerk of said Court:

Please to take Notice: That the above named defendants appeal to the Supreme Court of the State of Minnesota from that certain judgment of said District Court made and entered herein on the 11th day of July, 1910, and from all thereof.

Dated October 5, 1910.


Attorneys for Defendants
1015-16 N. Y. Lf. Bldg.,
Minneapolis, Minnesota.

To

W.C. Odell,
Attorney for Plaintiff,
Chaska, Minn.

(Original)

State of Minnesota

County of Carver

District Court.

J. Fritz,

Plaintiff

vs.

Johannes Johnson et al,

Defendants

of Appeal to Sup.Ct.

and personal service of the within
Notice of Appeal admitted
this 10th day of October 19 10.

Attorney for Plaintiff

H.O. Muehlberg,
Chief Dist. Court,

HENRY J. GJERTSEN & HARRY A. LUND
1015-1016 NEW YORK LIFE BUILDING
MINNEAPOLIS MINN.

Attorneys for Defendants.

IMPERIAL PRINTING CO. MINNEAPOLIS

SS.

State of Minnesota

County of

CARVER COUNTY,
FILED

OCT 10 19 10

H.O. Muehlberg, Clerk.

being first duly sworn upon oath deposes and says
in said County and State, on the
day of
upon
the
leaving with said
at the house of the usual abode of said
with
a person of

COLOGNE, MINN., OCT-9 1909

No. 2656

For value received, I promise to pay

To the order of STATE BANK OF COLOGNE

on

Jan 9

1900

One hundred twenty five

DOLLARS, \$125⁰⁰

AT ITS OFFICE, IN COLOGNE, MINN., WITH INTEREST AT

PER CENT PER ANNUM AFTER

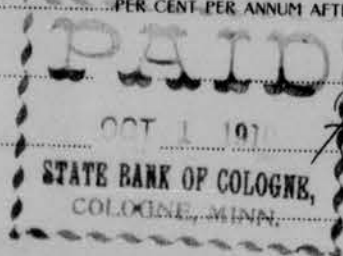
UNTIL PAID.

Secured by

P. O.

Ex 6

R. R. No.



Fritz + Johnson
A. J. Fritz

COLOGNE, MINN., APR - 6 1909 No. 2482
For value received, I promise to pay
To the order of STATE BANK OF COLOGNE on *Apr 3 1910*
Two hundred DOLLARS, \$ *200 =*
AT ITS OFFICE, IN COLOGNE, MINN., WITH INTEREST AT *8* PER CENT PER ANNUM AFTER *date* UNTIL PAID.
Secured by
P. O.
No.

PAID
OCT 1
Hertz & Johnson
STATE BANK OF COLOGNE,
COLOGNE, MINN.
A. J. Hertz

Int paid to July 3, 1909
 " " " " 3 1909
 " " " Jan 3 1910
 " " " July 9 1910

267
 98
 365
 20365
 17727
 33090

THE PIONEER COMPANY, St. Paul, Minn.



The Clerk of Court

County of Carver

EIGHTH JUDICIAL DISTRICT

Hon. P. W. Morrison, Judge

H. O. Muehlberg, Clerk

TERMS OF DISTRICT COURT

Second Monday in March
Second Monday in October

Chaska, Minn. Oct. 21/10.

Ex 2

Received of Fred W. Doeltz, Receiver in the matter of Anton J. Fritz vs. Johannes Johnson and Peter Johnson, the sum of \$2.00 for making certified copy of the Order Confirming Sale and certifying to other papers in said case.

H. O. Muehlberg
Clerk District Court.

Thanks for the prompt remittance.

ORIGINAL
TREASURER'S OFFICE, CARVER COUNTY, MINNESOTA.

No. 5629

RECEIVED OF R. J. Tuttle & P. Johnson
the sum of \$ 6.02, being full for State, County, Town, City, Village, School and
all other Taxes on the following described property, situated in the County of Carver, for the year 1908.

Page	DESCRIPTION	Sec. or Lot	Town or Block	Range	ACRES Acres 100ths	TAX	PENALTY	TOTAL TAXES
47	N 8 ft of 6 and 9th	7	7	Cologne				6 02

Ex 3

Personal Property in

TOTAL

\$

Minn., May 31 1909.
Press Co. (Mfg. Dept.) St. Paul, Minn.

By

Treasurer.

Deputy.

Mr. *T. W. Doelty* as Receiver for *Tracy & Johnson* Chaska, Minn., 190

IN ACCOUNT WITH
ALBERT MEYER
REGISTER OF DEEDS
CARVER COUNTY

1910

Oct 14	Forwarding Cert copy Judgment	1 00
	Ex 4 " " Copy as Receiver	1 00
	" " Order Conf. Sale	1 50
		<hr/>
		\$ 3 50

Received Payment
Albert Meyer

Effertz Hotel

Christ, Effertz, Propr. 

Telephone No. 1 T. C. Connections

Norwood, Minn., Sept. 28, 1910

Recd of T. W. Holtz,
Receiver in
Matter of Fritz
vs. Johnson & Son
\$ 80.00 (4.80) for printing
and advertising
Norwood Times
Per J. W. Krause

645

2nd

STATE OF MINNESOTA,
SUPREME COURT.

MANDATE.

The State of Minnesota,

To the Hon. Judge and Officers of the District Court of the Eighth Judicial District,
sitting within and for the County of Carnes Greeting:

Whereas, Lately in your court, in an action therein pending, wherein

Anton J. Fritz was

Plaintiff and

Johannes Johnson and Peter Johnson were

Defendant

a certain ~~order~~ judgment was entered therein

July 11

191

from which ~~order~~ judgment said Plaintiff Defendant

appealed to this court

And Whereas, The same was duly argued, heard and submitted at the General
April ~~October~~ Term, A. D. 1911 of our Supreme Court. After mature deliberation thereupon had, our
Supreme Court did adjudge, determine, decree and ORDER "That the ~~order~~ judgment of the Court below
herein appealed from, be, and the same hereby is, in all things affirmed

and that judgment be entered accordingly. A copy of the entry of Judgment thereupon in this Court is here
with transmitted and made part of this Remittitur.

Now, Therefore, This MANDATE is to you directed and certified, to inform you of these pro-
ceedings had in our Supreme Court, in said hereinbefore mentioned cause, and the same is hereby and here-
with REMANDED to your Court for such other or further record and proceedings therein as may be by law
necessary, just and proper, under and by virtue of the said order herein made.

Witness, The Hon. CHARLES M. START, Chief Justice of the
Supreme Court aforesaid, and the seal of said Court
at St. Paul, this 27th day of May 1911

H. L. Russell

Clerk of the Supreme Court.

By V. C. Ridgman Deputy.

SUPREME COURT,
STATE OF MINNESOTA.

MANDATE

TO THE DISTRICT COURT OF
Carver County.

A. J. Fritz
Respondent
AGAINST
J. Johnson et al
Appellants

CARVER COUNTY,
FILED

JUN 3 1911
O. G. Lundström Clerk.

W. C. Paul
Attorney for *Respondent*