



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

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3140

No. ~~5~~ 4.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

August M. Gerke
Appellant

vs.

*The Board of County Commissioners
of the County of Carver.*
Respondent

W. C. Odell

att. for Appellant

John J. Fahy
Defendant's Atty.

Date of Entry *February 2nd* 190*9*

Register of Actions *D.* Page *558*

Term Tried *October* 190*9*

Judgment for *Plaintiff*

Amount of Judgment, \$ *272.30*

Date of Judgment *Dec. 24th* 190*9*

Judgment Book *Deus B.* Page *108*

Default Judgment Book Page

Date of Docketing 190

O. L. LUNDSTROM, CHAIRMAN

G. A. ROELKE, VICE CHAIRMAN

K. K. KLAMMER, TREASURER

P. H. SIMONS, SECRETARY

O. L. LUNDSTROM,
CHAIRMAN "HOME SERVICE"

MRS. F. C. HICKS,
SUPERVISOR OF WORK

EXECUTIVE COMMITTEE:

FRED SCHEIDEGGER
MRS. THEO. NORDBERG
CARL A. ARNESON
A. J. SCHNOBRICH
MRS. J. J. PONSFORD
MRS. JOHN LUNDBERG
EDWIN S. BILLINGS



EXECUTIVE COMMITTEE:

FRANK S. MAYER
AMY LUNDSTEN
CHARLES FRANZEN
LAURA TRUWE
MRS. HENRY J. WELTERS
MRS. E. H. DAILY

American National Red Cross

CARVER COUNTY CHAPTER
CHASKA, MINN.

June 28, 1921

Received of O. S. Lundström,
Clerk of District Court, files in case
of August M. Guste vs Board of Co.
Commissioners as follows, Appeal
Bond, Notice of Appeal

John J. Malley

STATE OF MINNESOTA.

COUNTY OF CARVER.

To the Board of County Commissioners of the County of Carver in the State of Minnesota, and to Gerhard Kimpel, Esq., Chairman of said Board:

WHEREAS, A Petition signed by the requisite number of freeholders of said County, praying for the change and relocation of a certain highway in said County, running into more than one town, and not within the limits of any incorporated city, and described as follows: Beginning at the City of Chaska, running thence in a Northerly direction through the Townships of Chaska and Chanhassen and terminating at the Village of Excelsior, was presented to you, the Board of County Commissioners of said County of Carver, on the 18th day of November 1908:

AND WHEREAS You, said Board of County Commissioners of said County of Carver, made an Order bearing date the 7th day of January 1909 and filed in the office of the County Auditor on said day wherein and whereby it is determined as follows, viz: "It is Hereby Ordered, That the prayer of said petition be and the same is hereby granted, and said highway is hereby changed and relocated so as to run according to said committee's report by courses and distances as follows, to-wit: Beginning at a point in the center of the Chaska and Excelsior road, which point is 60 rods north of the South West corner of Section 26, Township 116, Range 23, thence running north on Section line between Sections 26 and 29 said township and range 130 rods to a point where it strikes said Chaska and Excelsior road its termination;" and on the same day and by the same Order determined the damages sustained by the several owners of land affected by said change and relocation of said highway and assessed such damages to each parcel separately.

NOW THEREFORE I, August H. Geske, a person aggrieved by your said Order so made and dated on the 7th day of January 1909 and purporting to change and relocate said highway, and by your said determination and assessment of damages, have appealed and do appeal from your said Order and from your said Assessment of Damages to the District Court of the Eighth Judicial District of said State of Minnesota in and for the County of Carver upon

the grounds and for the reasons following, viz:

(1) For irregularities in the proceedings for the alteration of said highway because of which the Board of County Commissioners was without jurisdiction to make the pretended order changing and relocating the same.

(2) Because said order purporting to change and relocate said highway is insufficient, indefinite and uncertain in all matters of description of the highway proposed to be altered and fails to describe that portion of said highway which is changed and relocated.

(3) Because the change and relocation of said highway which said order purports and pretends to make is not necessary, or of sufficient advantage to warrant the payment of the damages assessed, and the interests of the public are not promoted thereby.

(4) Because by said order it is determined that appellant sustains damage by reason of the change and relocation of said highway in the sum of \$40.00 whereas said appellant will sustain damage by reason of the change of said highway and the relocation of the same over and through his premises in the sum of \$1000.00.

This appeal relates to the damages assessed and to the altering of said highway, and is brought:

(1) To reverse entirely the action and determination of said Board of County Commissioners in changing and relocating said highway.

(2) To reverse entirely the Order and Determination of said Board of County Commissioners made and dated on the 7th day of January 1909 and filed in the office of the County Auditor on said day.

(3) If said Order and Determination of said Board of County Commissioners changing and relocating said highway be affirmed then for damages for the taking and injuriously affecting of lands owned by appellant in the sum of \$1000.00.

The land and premises owned by this appellant over and through which said highway as so changed and relocated passes are described as follows, viz: The South half of the Northeast quarter of Section 29, Township 116, Range 23.

W. C. Bull
Attorney for Appellant

Aug. M. Geste
Appellant.

District Court
County of Carver.

August M. Gerke
Appellant.

-V3-

The Board of County Commissioners
of the County of Carver,
Respondent.

Notice of appeal.

W. C. Bell
Attorney for Appellant

STATE OF MINNESOTA)

)ss.

COUNTY OF CARVER.,) I hereby certify and return, that on the 3rd day of February 1909, at the town of Camden in said County and State, I served the within Notice of Appeal upon the within named Respondent, The Board of County Commissioners of County and State aforesaid, by then and there handing to and leaving with Gerhard Kimpel, Esq., Chairman of said Board, personally said Notice of Appeal.

I further certify and return, that on the same day I did file with the Town Clerk of the township of Chanhassen in said County and State, the within Notice of Appeal.

I further certify and return, that on the 4th day of February 1909 in the City of Chaske County and State aforesaid, I did file with the County Auditor of said County the within Notice of Appeal.

Dated this 4th day of February 1909.

SHERIFF'S FEES.

Return, - - - - \$ 3.00

Mileage, - - - - 6.60

Total, - - - - \$ 9.60

..... G. A. Gatz.
Sheriff Carver County, Minn.

STATE OF MINNESOTA.

SS.

COUNTY OF CARVER.

To the Board of County Commissioners of the County of Carver in the State of Minnesota, and to Gerhard Kimpel, Esq., Chairman of said Board:

WHEREAS, A Petition signed by the requisite number of freeholders of said County, praying for the change and relocation of a certain highway in said County, running into more than one town, and not within the limits of any incorporated city, and described as follows: Beginning at the City of Chaska, running thence in a Northerly direction through the Townships of Chaska and Chanhassen and terminating at the Village of Excelsior, was presented to you, the Board of County Commissioners of said County of Carver, on the 18th day of November 1908:

AND WHEREAS You, said Board of County Commissioners of said County of Carver, made an Order bearing date the 7th day of January 1909 and filed in the office of the County Auditor on said day wherein and whereby it is determined as follows, viz: "It Is Hereby Ordered, That the prayer of said petition be and the same is hereby granted, and said highway is hereby changed and relocated so as to run according to said committee's report by courses and distances as follows, to-wit: Beginning at a point in the center of the Chaska and Excelsior road, which point is 60 rods north of the South West corner of Section 28, Township 116, Range 23, thence running north on Section line between Sections 28 and 29 said township and range 130 rods to a point where it strikes said Chaska and Excelsior road its termination;" and on the same day and by the same Order determined the damages sustained by the several owners of land affected by said change and relocation of said highway and assessed such damages to each parcel separately.

NOW THEREFORE I, August M. Geske, a person aggrieved by your said Order so made and dated on the 7th day of January 1909 and purporting to change and relocate said highway, and by your said determination and assessment of damages, have appealed and do appeal from your said Order and from your said Assessment of Damages to the District Court of the Eighth Judicial District of said State of Minnesota in and for the County of Carver upon

the grounds and for the reasons following, viz:

(1) For irregularities in the proceedings for the alteration of said highway because of which the Board of County Commissioners was without jurisdiction to make the pretended order changing and relocating the same.

(2) Because said order purporting to change and relocate said highway is insufficient, indefinite and uncertain in all matters of description of the highway proposed to be altered and fails to describe that portion of said highway which is changed and relocated.

(3) Because the change and relocation of said highway which said order purports and pretends to make is not necessary, or of sufficient advantage to warrant the payment of the damages assessed, and the interests of the public are not promoted thereby.

(4) Because by said order it is determined that appellant sustains damage by reason of the change and relocation of said highway in the sum of \$40.00 whereas said appellant will sustain damage by reason of the change of said highway and the relocation of the same over and through his premises in the sum of \$1000.00.

This appeal relates to the damages assessed and to the altering of said highway, and is brought:

(1) To reverse entirely the action and determination of said Board of County Commissioners in changing and relocating said highway.

(2) To reverse entirely the Order and Determination of said Board of County Commissioners made and dated on the 7th day of January 1909 and filed in the office of the County Auditor on said day.

(3) If said Order and Determination of said Board of County Commissioners changing and relocating said highway be affirmed then for damages for the taking and injuriously affecting of lands owned by appellant in the sum of \$1000.00.

The land and premises owned by this appellant over and through which said highway as so changed and relocated passes are described as follows, viz: The South half of the Northeast quarter of Section 29, Township 116, Range 23.

W. C. Bull
Attorney for Appellant

Aug. M. Goske
Appellant.

District Court
County of Carver.

August M. Geste
Appellant

.VS.

The Board of County Commissioners
of the County of Carver.
Respondent.

Notice of appeal.

CARVER COUNTY,
FILED

OCT 13 1909

H. O. Muehlberg, Clerk.

(558)

W. C. Buell
Attorney for appellant

KNOW ALL MEN BY THESE PRESENTS, That we August M. Geske as principal and August Bollman and Christ Bender as Sureties, all of the County of Carver and State of Minnesota, are held and firmly bound unto Gerhard Kimpel, A. J. Brown, Peter Kleven, Jr., Charles Buschkowsky and Henry Bergman as the Board of County Commissioners of the County of Carver in said State, and to their successors in office, in the penal sum of \$250.00, lawful money of the United States of America, to be paid to the Board of County Commissioners of the County of Carver in said State, 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.

Scaled with our seals and dated this 2nd day of February A. D. 1909.

WHEREAS, A Petition signed by the requisite number of free holders of said County, praying for the change and relocation of a certain highway in said County, running into more than one town, and not within the limits of any incorporated city, and described as follows: Beginning at the City of Chaska, running thence in a Northerly direction through the townships of Chaska and Chanhassen and terminating at the Village of Excelsior, was presented to said above named, the Board of County Commissioners of said County of Carver, on the 18th day of November 1908; and WHEREAS, said Board of County Commissioners of said County of Carver made an Order bearing date the 7th day of January 1909 and filed in the office of the County Auditor on said day wherein and whereby it is determined as follows, viz: "It is hereby Ordered, that the prayer of said petition be and the same is hereby granted, and said highway is hereby changed and relocated so as to run according to said committee's report by courses and distances as follows, to-wit: Beginning at a point in the center of the Chaska and Excelsior road, which point is 60 rods north of the South West corner of Section 28, Township 116, Range 23, thence running north on Section line between Sections 28 and 29 said township and range 130 rods to a point where it strikes said Chaska and Excelsior road its termination;" and on the same day and by the same Order determined the damages sustained by the several owners of land affected by said change and relocation of said highway and

amuel
such damages to each parcel separately.

And whereas said above bounden August M. Geske feels himself aggrieved by the said Order and Determination of said Board of County Commissioners of said County of Carver in so changing and relocating said highway and by said Assessment of Damages and appeals from said Order and Determination and from said Assessment of Damages to the District Court of the Eighth Judicial District of the State of Minnesota in and for the County of Carver to reverse entirely the Order and Decision of said Board of County Commissioners in so changing and relocating said highway or, if said Order and Decision of said Board of County Commissioners be affirmed, to recover damages for the taking and injuriously affecting of lands owned by said appellant by the relocation of said highway in the sum of \$1000.00.

Now the condition of this obligation is such that if said above bounden August M. Geske shall pay or cause to be paid all costs arising from his said appeal in case the Order and Decision of said Board of County Commissioners in so changing and relocating said highway and said Assessment of Damages so made by said Board of County Commissioners shall be sustained, then this obligation to be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year aforesaid.

In Presence of

W. C. Bull

P. H. Simons

Aug M. Geske (Seal)

August Bollman (Seal)

Christ Bender (Seal)

STATE OF MINNESOTA.

SS.

COUNTY OF CARVER.

Be it known that on this 2nd day of February A. D. 1909 before me, a Notary Public within and for said County and State, personally appeared August M. Geske, August Bollman and Christ Bender to me known to be the identical persons who executed the foregoing instrument and each acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

P. H. Simons
Notary Public Carver County, Minn.
My Commission Expires Aug. 6 1914.

Notary Public, Carver County, Minn.

My Commission expires

STATE OF MINNESOTA.

SS.

COUNTY OF CARVER.

August Bollman and Christ Bender being first duly sworn,
each for himself says, that he is a resident and free holder of said
County and State; that he justifies as surety on the foregoing bond in
the sum of \$250.00, and that he is worth double the amount in which he so
justifies over and above his just debts and liabilities and exclusive of
property exempt from execution or attachment under the laws of this State.

Subscribed and sworn to before me

this 2nd day of February A. D. 1909.

P. H. Lincoln

August Bollmann

Christ Bender

~~Notary Public, Carver County,~~
~~Minnesota.~~

Notary Public, Carver Co Minn.

My Commission Expires Aug. 6, 1914

District Court
County of Carver.

August M. Giske
Appellant

-vs-

The Board of County Commissioners
of the County of Carver.
Respondents

Bond on appeal
State of Minnesota
County of Carver ss.

I hereby approve the
written Bond and the Securities
thereon this 2nd day of February
A.D. 1909.

J. J. Genuolly,
County Auditor
Carver Co. Minn.

W. C. Russell
Attorney for Appellant

CARVER COUNTY,
FILED

FEB 2 1909.

H. O. Muehlberg

(558)

STATE OF MINNESOTA,

DISTRICT COURT,

County of Carver.

Judicial District.

August M. Leske

No. 4.

Plaintiff

Against

List of Jurors.

Board of County Commrs.

Defendant

Attorneys Mark Here	NAMES	REMARKS
1	R. J. Burke	
2	John Kelzer	
3	Louis Kopp	
4	J. F. Samuelson	
5	August Graff	
6	John Schneider	excused
7	A. J. Burling	appears
8	M. B. Driscoll	
9	A. G. Hartig	appears
10	Otto Luedloff	
11	J. J. Noyes	
12	Alois Low	
13	George Daily	
14	Franz Diethelm	
15	Wm. Noll	
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No. _____

STATE OF MINNESOTA,

County of *Carver*

DISTRICT COURT.

August M. Lecke

Plaintiff

Against

*Board of County Commrs.
of Carver County*

Defendant

JURY LIST.

CARVER COUNTY,
FILED

OCT 16 1909

H. O. Muehlberg Clerk

PIONEER PRESS CO., ST. PAUL, MINN.

(558)

District Court,
Eighth Judicial District.

V E R D I C T .

Two Hundred Twenty Four ⁵⁰/₁₀₀ Dollars.

William Toll Foreman.

State of Minnesota
County of Carver
In District Court.

August W. Kestke
vs. *vs* app^{er}

The Board of County
Commissioners of
Carver County.

Respectfully

Verdict

CARVER COUNTY,
FILED

OCT 16 1909.

H. O. Muehlberg, Clerk

(558)

Defendant's answer, Minnesota, this 15th day of October, 1909.
That the defendant, August W. Kestke, is charged in the sum of
Twenty dollars mentioned and described in said road order and process-
ing that he received as such charge and possession of the portion of the
A. D. 1908, order to be put in in all things returned. As further
evidence by the Board of County Commissioners on the 15th day of January,
to the public to warrant same charges; and that the road order made and
is a public charge, within the necessity and of sufficient evidence
of public highway mentioned and described in the proceedings herein
and the law in the above entitled action and that the charge

State of Minnesota, } ss. District Court
 County of Carr } Eighth Judicial District
August M. Gerke
Appellant
vs.
The Board of County Commissioners
Respondent

AMOUNT OF JUDGMENT OR VERDICT
 Amount of Judgment or Verdict, - - - - - \$ 224.50
 Interest on same from the - - - day of - - - 19 - - - \$ - - -
 COSTS AND DISBURSEMENTS
 Statutory Costs, - - - - - \$ 10.00
4 Affidavits, - - - - - \$ 1.00
 Acknowledgments, - - - - - \$ - - -
 Sheriff's Fees, Notar 97th Taking Jury out 4⁵⁰ - - - - - \$ 14.70
 Jury Fees, - - - - - \$ 3.00
 Clerk's Fees (to be taxed), - - - - - \$ 3.00
John C. Van Krensin Civil Engineer 4 days @ \$5.00 per day - - - - - 20.00 4.00
Mileage from Watertown - 40 miles - - - - - - 2.40
 Witness Fees, viz: (Give name of each Witness, Residence, Number of Days and Dates of Attendance and Number of Miles Traveled)

NAMES	RESIDENCE	NO. DAYS ATTENDANCE	DATES OF ATTENDANCE	NO. MILES TRAVELED	
<u>Chris Bender</u>	<u>Chaska</u>	<u>4</u>		<u>2</u>	\$ <u>4.12</u>
<u>Wm Bender</u>	<u>Chaska</u>	<u>3</u>		<u>6</u>	\$ <u>3.36</u>
<u>John Bender</u>	<u>"</u>	<u>1</u>		<u>6</u>	\$ <u>1.36</u>
<u>Fred Kaming</u>	<u>"</u>	<u>1</u>		<u>6</u>	\$ <u>1.36</u>
					\$ <u>10.20</u>

The above Bill of Costs and Disbursements taxed and allowed at \$ 47.80
 Dated December 24th 1909 Total Amount, \$ 272.30

H. O. Muehlberg Clerk

AFFIDAVIT OF DISBURSEMENTS

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

Subscribed and sworn to before me this
20th day of December, 1909
Geo. A. DuBois
 Notary Public, Carr County, Minn.
 My commission expires Oct-13 1913

W. C. Ouel

J. C. Van Krensin for allowed @ \$4.00 as per order for report testimony was full.

NOTICE OF TAXATION OF COSTS

State of Minnesota, } ss. District Court
County of Carr } Eighth Judicial District

August M. Gerke }
Appellant
vs. }
The Board of County Commissioners }
Respondent

Sir : Please Take Notice, That on the 24th day of December 1909
at 10 o'clock a M., application will be made to H. O. Muehlberg Esq.,
Clerk of said Court, at his office in the Court House in the City
of Chaska in the County of Carr and State of Minnesota,
to have the within bill of costs and disbursements taxed and inserted in the judgment then and there to
be entered therein.

Dated Dec 20th 1909

Yours respectfully,

To John J. Foley Esq. Attorney for County
W. C. Bull Attorney for Appellant

The amount of the within bill of costs and disbursements having been thus duly
paid thereby satisfy and discharge the same,
Chaska Dec 24th 1909

W. C. Bull
Atty for Appellant

DISTRICT COURT
Eighth Judicial District
County of Carr
August M. Gerke Appellant
vs. The Board of County Commissioners Respondent
-vs-
Notice of Taxation of Costs and Bill of
Costs and Disbursements
Due service of the within bill of disburse-
ments and affidavit to same, and notice of
taxation thereof, by delivery of copy thereof,
is hereby admitted this 23 day of Dec.
1909, at
Attorney for
Filed this 23 day of Dec.
A. D. 1909
H. O. Muehlberg Clerk
W. C. Bull Attorney for Appellant

STATE OF MINNESOTA,
County of Carver,

IN DISTRICT COURT,
Eighth Judicial District.

August M. Geske, Appellant.

-vs-

The Board of County Commissioners of Carver County, Respondent.

Comes now said Respondent and objects to the taxation of costs in the above matter with respect to the following item of costs.

Said Respondent objects to the allowance of John C. Van Krevelin the sum of \$20.00 for 4 days service as a witness in said above entitled matter on the ground and for the reason that said sum of \$20.00 is excessive for the services of said John C. Van Krevelin as a witness because the said John C. Van Krevelin did not qualify as an expert in giving testimony in said matter and is not therefore entitled to fees as an expert witness.

Wherefore said Respondent asks the Clerk of the District Court in and for the County of Carver to tax and allow the item of costs of John C. Van Krevelin at \$1.00 per day for 4 days and his mileage from Watertown, to-wit, 40 miles at 6 cents per mile.

John J. Rahay.
Attorney for Respondent and County
Attorney for Carver County, Minn.
Residing at Norwood, Minn.

No H. O. Muehlberg, Clerk of Dist Court.
Dated at Norwood, Minn., Dec. 22nd 1909.

3141

No. 7.

DISTRICT COURT

CARVER COUNTY, MINNESOTA

C. N. Lovine,

Plaintiff

vs.

William Harms & Marie M. Harms

Defendants

J. F. Hilscher

Plaintiff's Atty.

J. H. Salmon

Defendant's Atty.

Date of Entry February 16th 1909

Register of Actions. D. Page 559

Term Tried March 1909

Judgment for Plaintiff

Amount of Judgment, \$ 576.⁰⁵

Date of Judgment Mar. 2nd 1909

Judgment Book D. Page 285-288

Default Judgment Book Oscar D. B. Page 104

Date of Docketing May 11th 1909

State of Minnesota,)
County of Ramsey,) ss,

Geo J. Hewson being first duly sworn deposes and says that he is of lawful age and a resident of said county and State, that at the city of Minneapolis, in the County of Hennepin and State of Minnesota, on the 28th day of December 1908, he personally served the hereto attached summons and complaint on the within named defendants and each of them, by then and there *personally handing to...*

and leaving with the defendant Marie M. Harris a true and correct copy of said summons and complaint, and by handing to and leaving with the said Marie M. Harris a true and correct copy of said summons and complaint for the defendant William Harris at the home and usual place of abode of said William Harris. She being then and there his wife, a person of suitable age and discretion then residing therein

and that deponent knew the persons so served were the persons named as defendants in said summons and complaint.

Subscribed and sworn to before me

Geo J Hewson

this 29th day of December 1908.

E. L. Goodall

Notary Public,
Ramsey Co., Minnesota.

My Commission Expires October 6th 1910.

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

DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

C. N. LOVENE, Plaintiff.

vs

S u m m o n s .

WILLIAM HARMS and MARIE M. HARMS,
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, a copy of which complaint is hereto attached and herewith served upon you, and to serve a copy of your answer to said complaint on the subscriber at his office, Room No. 804 N.Y. Life Insurance Building, in the City of St Paul, Ramsey County, Minnesota, within twenty (20) 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 the complaint.

Dated Dec 23rd 1908.

G. F. Hilscher
Attorney for Plaintiff.

804 N.Y. Life Ins Buldg.

St Paul, Minnesota.

---)oOo(---

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

DISTRICT COURT.
EIGHTH JUDICIAL DISTRICT.

C. N. LOVENE, Plaintiff.

vs

C o m p l a i n t.

WILLIAM HARMS and MARIE M. HARMS,
Defendants.

The plaintiff for his complaint herein alleges:-

I.

That on to-wit, the 1st day of February 1903 the defendant William Harms made, executed and delivered to the plaintiff his promisory note, bearing date on that day, and thereby for value received, promised to pay to the order of the plaintiff on or before the 1st day of February 1905, the sum of Sixteen hundred (\$1600.00) Dollars, with the interest thereon at the rate of seven per cent per annum from said date until paid.

II.

That on to wit the 21st day of February 1905, the said principal sum of Sixteen hundred dollars remaining unpaid, the said defendant, to secure the payment of the said principal sum and the interest thereon from and after the 1st day of February 1905, according to the tenor and effect of said note and of the contract hereinafter set forth, executed under his hand and seal, being joined therein by his wife, and delivered to the plaintiff a certain Warranty Deed, bearing date the 21st day of February 1905, and thereby transferred and conveyed to the plaintiff the real estate in said deed mentioned, as security for the payment of the said principal sum and interest aforesaid, and which said Warranty Deed was in ~~the~~ printing and writing and in the words and figures following, to-wit:

"THIS INDENTURE, made this 21st day of February, in the year of Our Lord one thousand nine hundred and five (1905) between William Harms and Marie M. Harms, his wife, of St Paul, Minnesota, parties of the first part, and C. N. Lovene of St Paul, Minnesota, party of the second part. WITNESSETH, that the said parties of the first part, in consideration of the sum of Sixteen hundred (\$1600.00) Dollars, to them

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Baragain, Sell and Convey unto the said party of the second part, his heirs and assigns, Forever, all those tracts or parcels of land laying and being in the county of Carver and State of Minnesota, described as follows, to-wit:-

An undivided one sixth of Lots numbered Two (2) and Three (3), of Section Fifteen (15) in Township one hundred and fifteen (115) Range Twenty Six (26) in Carver County, Minnesota, Excepting therefrom about Three (3) acres, more or less, heretofore conveyed by Johan Peter Harms out of said Tract of land next adjoining the Village of Norwood. It being intended hereby to convey all of the right, title and interest of said first parties in and to said Lots Two (2) and Three (3) Section 15. Township 115, Range 26, aforesaid.

To Have and To Hold the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, his heirs and assigns, Forever. And the said William Harms and Marie M. Harms, parties of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, his heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, except the life estate of Emilie Harms in and to said premises, and the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part will Warrant and Defend.

In Testimony Whereof the said parties of the first part hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
in Presence of

(Signed) William Harms, (Seal)
Marie M. Harms, (Seal)

Sanders Peterson,
A. N. Burtus,
State of Minnesota,) ss.
County of Ramsey,)

On this 21st day of February A.D. 1905, before me personally appeared William Harms and Marie M. Harms, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Alfred N. Guriis,
Notary Public, Ramsey County,
Minn."

That said Warranty Deed so duly acknowledged was thereafter and on to-wit, the 31st day of March 1905, at 2 o'clock, P.M., duly recorded in the office of the Register of Deeds in and for said Carver County, Minnesota, in Book No. 19, of Deeds, on Pages 416 and 417.

That at the time of so executing said deed and as a part of the same transaction, the said defendant and this plaintiff made and entered into an agreement in writing signed by them, and which agreement was in the words and figures following, viz:

"THIS AGREEMENT, Made and executed in duplicate this 21st day of February A.D. 1905, by and between William Harms of St Paul, Minnesota, party of the first part, and C. N. Lovene of St Paul, Minnesota, party

of the second part:

WITNESSETH, that the said William Harms is justly and truly indebted to the said C. N. Lovene in the sum of Sixteen Hundred (\$1600) Dollars, and which indebtedness is hereby confessed and acknowledged, and in consideration thereof and of the covenants and agreements of said second party hereinafter contained, the said William Harms does hereby promise and agree to pay to the said C.N.Lovene the said sum of Sixteen hundred Dollars, with the interest thereon at the rate of 7% per annum from and since the 1st day of February A.D.1905, interest payable semiannually, and which payment shall be made as follows, viz: The sum of Four hundred (\$400.00) Dollars on or before one year from the date hereof: the sum of Four hundred (\$400.00) Dollars on or before two years from the date hereof, and the sum of Eight hundred (\$800.00) Dollars on or before three years from the date hereof.

And Whereas the said William Harms, being joined therein by his wife, has this day executed and delivered to said C.N.Lovene their certain Warranty Deed thereby conveying to said Lovene an undivided one sixth of Lots 2 and 3, in Section 15, in Township 115, Range 26, in Carver County Minnesota, which said deed bears even date herewith.

Now Therefore, Notwithstanding said conveyance is in form a Warranty Deed, nevertheless these presents witness that the same is given as security for the payment of the amount aforesaid, and that if the said William Harms, his heirs, executors, administrators or assigns shall well and truly pay or cause to be paid to the said C.N.Lovene, his heirs, executors, administrators or assigns, the said sum of Sixteen hundred (\$1600.00) Dollars, and interest, as aforesaid, at the time or times the same is due and payable as aforesaid, then and in that case the said Warranty Deed shall be taken and construed as a mortgage, and the said Lovene does hereby bind himself his heirs, executors, administrators, in case said debts shall be paid at the times and in the manner aforesaid, to re-convey the said real estate to said Harms, his heirs or assigns, but in the event that said payments shall not be made as aforesaid, then and in that case the said deed shall stand and be construed as a conveyance of said real estate.

And Whereas as further security for the payment of said debt the said William Harms has conveyed to said Lovene a lien or mortgage interest on and in all that stock of merchandise owned by him and situate in the store room occupied by him in StAnthony Park, in the city of StPaul, Minnesota, and does hereby confess and acknowledge that said Lovene has a lien upon all of said merchandise for the payment of said indebtedness; now therefore, in consideration of the premises the said Harms does further agree that said stock of merchandise shall at all times during the continuance of this agreement, be insured in some good Insurance Company, and that the policy of insurance thereon shall contain a clause "loss if any under this policy payable to C.N.Lovene, as his interest may appear" Upon the payment of the said indebtedness as aforesaid all liens and claims of said Lovene in and to said stock of goods shall cease and be at an end.

In Witness Whereof said parties have hereunto set their hands the day and year first above written,
Sanders Peterson. (Signed) William Harms.
C.N.Lovene,"

III.

That by the execution and delivery of said Warranty Deed and the conveyance to the plaintiff of said real estate as aforesaid, and the making and entering into of said contract, it was intended, understood and agreed by and between said parties that the same should have the effect of and be a mortgage upon the real estate in said

deed described, and all of the right, title and interest of said defendants in and to the same, to secure the payment to the plaintiff of said sum of Sixteen hundred (\$1600.00) Dollars, and the interest thereon, according to the terms and conditions of said note and contract, and that thereby the said defendants mortgaged to the plaintiff the said real estate and all of their right, title and interest in and to the same to secure to the plaintiff the payment of the said sum of money and interest aforesaid in the manner and form aforesaid.

IV.

That the defendant has not paid to the plaintiff the said sum of Sixteen hundred (\$1600.00) Dollars, nor any part thereof, nor the interest thereon, nor any part thereof, but has wholly made default therein, although by the terms and conditions of said note and contract the same and the whole thereof is long past due.

V.

That the plaintiff is the lawful owner of said note and mortgage, and that the defendant Marie M. Harms is the wife of the defendant William Harms.

Wherefore the plaintiff demands judgement against the defendants:-

- (1) For the sum of Sixteen hundred (\$1600.00) Dollars, with the interest thereon at the rate of 7% per annum from and since the 1st day of February 1905, together with his costs and disbursements in this action, including his reasonable attorney's fees herein.
- (2) That the said real estate and all of the right title and interest of the said defendants therein be sold by the sheriff of said County, according to law and the practice, of this court; that the proceeds of said sale be applied to the payment of the amount due to the plaintiff and the costs of this proceeding; that said defendants and all persons claiming under them subsequent to the execution of said deed and contract be barred and foreclosed of all right, claim and equity of redemption in said real estate and every part thereof, and that said plaintiff may have judgement and execution against said defendant for any deficiency which may remain after applying all the

proceeds of the sale of said real estate properly applicable to the satisfaction of said judgement. and

(3) For such other and further relief in the premises as to the court may seem meet and equitable.

Dated Dec 23rd 1908.

J. H. Hiescher
Attorney for Plaintiff.

St Paul, Minn.

State of Minnesota,)
County of Ramsey,) ss,

C. N. Lovene being first duly sworn deposes and says that he is the plaintiff in the foregoing entitled action, that he has read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge.

Subscribed and sworn to before me

C. N. Lovene

this 23rd day of December 1908.

E. L. Gordall
Notary Public, Ramsey County, Minnesota.

My Commission Expires October 6th, 1910.

District Court.
Carver County, Minnesota.

C. N. Lovene, Plaintiff.
vs
William Harms, et al, Defdts.

Summons & Complaint.

CARVER COUNTY,
FILED

FEB 16 1909.

H. O. Muehlberg Clerk

J. F. Hilscher.
Attorney for Plaintiff.
St Paul, Minnesota.

(559)

State of Minnesota, }
County of Carver } ss. DISTRICT COURT,
Eighth Judicial District.

C. N. LOVENE Plaintiff.
vs. ~~KNOWLES~~
WILLIAM HARMS and MARIE M.
HARMS, Defendant.S

At Term, held 10

On Reading The report of G. A. GATZ, Sheriff of the
County of Carver, of the sale of the premises described
in the complaint herein, which report is on file in this cause, and bears date the
24th day of April 1909,

And it Appearing, That due notice of this application has been given to the attorneys of
all the defendants who have appeared in this action;

And it Appearing, That the Sheriff in making said sale has in all things complied with
the Judgment and Decree heretofore entered in this cause, and the statute in such case made and
provided,

Now, On motion of Plaintiff's Attorney,

It is Ordered, That the said report be, and the same is hereby, in all things confirmed.

Dated May 6th 1909

J. W. Morrison
District Judge.

Attest:

H. O. Muehlberg

Clerk of the District Court.

DISTRICT COURT

Carver County

E. N. Lorne Plaintiff

vs.

William Harris et al

Defendant

**ORDER CONFIRMING REPORT OF
SALE IN FORCLOSURE**

J. Hilscher
Plaintiff's Attorney

St Paul Minn.

No. 249

CARVER COUNTY,
FILED

MAY 11 1909.
H. O. Muehlberg Clerk.

(559)

Fol 1.

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

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

C. N. LOVENE, Plaintiff,

vs

Reply.

WILLIAM HARMS and MARIE M. HARMS,
Defendants.

Now comes the plaintiff and for Reply to the answer of the defendants herein.

I. The plaintiff denies each and every allegation, matter, statement and thing in said answer contained, and each and every part and portion thereof.

Wherefore the plaintiff demands judgement as in his complaint herein prayed.

Dated Febry 11th 1909.

J. F. Hiescher
Attorney for Plaintiff.

St Paul, Minn.

Fol 2.

State of Minnesota,)
COUNTY OF RAMSEY,) ss,

C. N. Lovene being first duly sworn deposes and says that he is the plaintiff in the above entitled action; that he has read the foregoing Reply and knows the contents thereof, and that the same is true of his own knowledge.

Subscribed and sworn to before me
this 11th day of February 1909.

E. L. Goodall
Notary Public, Ramsey Co, Minn.

(My Commission expires Oct 6th 1910)

---000---

District Court.
Carver County, Minnesota.

C. N. Lovene, Plaintiff.
vs
William Harms et al, Defdts.

R e p l y.

Due and personal service of
the within Reply at Minneap-
olis Minn, this 15 day of
February 1909, is hereby ad-
mitted.

J. H. Salomon
Atty for Defdts.

CARVER COUNTY,
FILED

FEB 16 1909
K. O. Muehlberg Clerk.

J. F. Hilscher.
804 N.Y. Life Bldg, St Paul, Minn.
Atty for Plaintiff.

J. H. Salomon
710 Temple Court

(559)

State of Minnesota, }
County of Carver } ss.

District Court,
Eighth Judicial District.

C. N. Lovene, Plaintiff.

vs

William Harms and Marie M. Harms, Defendants.

Notice of Trial.

SIR: You Will Please Take Notice, That the issues of 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, on monday
the 1st day of March A.D. 1909, ~~XXXXXX~~ at the opening of said Court on that
day, or as soon thereafter as Counsel can be heard.

Dated 1909

J. F. Hilscher
Attorney for Plaintiff.

To Thomas H. Salmon, Esq.,
Attorney for Defendants.

District COURT,
County of Carver

C. N. Lorne - Plaintiff
VS.
William Harris et al
Defendants

NOTICE OF TRIAL.

Due Service of the within notice is hereby ad-
mitted this 15th day of Feb

A. D. 1909

T. H. Harrison
Attorney for Defendants

Attorney for

Filed this 16th day of

February

A. D. 1909

H. O. Muehlberg Clerk

R. F. Marvin, St. Paul, Minn.

(559)

No.

IN DISTRICT COURT,
Eighth Judicial District,
 County of *Carver*

C. E. Lorne—Plaintiff
 AGAINST

William Harnes and
Marie M. Harnes, Defendants

NOTE OF ISSUE

Last Pleading Served,

Feb *15th* 190*9*

Court Case.

J. F. Hiescher
 Attorney for Plaintiff.

J. H. Salmon
 Attorney for Defendant.

Will the Clerk please file this note
 of Issue, and enter the cause on the
 Calendar for the *March*
A. D. 1909 Term of this Court.

Yours, etc.,

J. F. Hiescher
 Attorney for Plaintiff

Filed *Feb* *16th* 190*9*

H. O. Muehlberg
 Clerk.

By _____
 Deputy.

The \$3.00 deposit required by Sec. 2, Chap. 48,
 General Laws of 1886, must be paid before any action
 will be entered in Clerk's Office.

(557)

Left
to
C.N.



C. N. LOVENE
Contractor and Builder



984 BAYLESS AVENUE
TELEPHONE: TWIN CITY, PARK 6017.

On or before February 1st 1905 I promise to pay to the order
of C. N. Lovene, One Thousand Six Hundred (\$1600.00) Dollars.
984 Bayless Ave. East. St. Anthony Park, St. Paul, Minnesota.
Value received with interest before and after maturity at the
rate of seven percent per annum, until paid.

Wm. F. Harmer
2378 Hampden Ave
St. Anthony Park Minn

peffer
 This Indenture, Made this 21st day of February
 in the year of our Lord one thousand nine hundred and first (1905) between
William Harns, and Marie M. Harns, his wife
of St Paul, Minnesota parties of the first part, and
C. H. Loomis, of St Paul, Minnesota
 party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of
Sixteen Hundred (\$1600.00) Dollars,
 to them in hand paid by the said party of the second part, the receipt whereof is hereby
 acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second
 part, his heirs and assigns, Forever, all those tracts or parcels of land lying and being
 in the County of Carr and State of Minnesota, described as follows, to-wit:
And undivided one sixth of Lots numbered Two (2) and Three
(3) of Section Fifteen (15) in Township One hundred and
Fifteen (115), Range Twenty-six (26) in Carr County, Minn;
Excepting therefrom about three (3) acres, more or less, here-
toford conveyed by Johan Peter Harns out of said tract of land
next adjoining the Village of Norwood. It being intended
hereby to convey all of the right title and interest of said
first parties in and to said Lots 2 and 3, Section 15, Town-
ship 115, Range 26, aforesaid.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances
 thereunto belonging or in anywise appertaining, to the said party of the second part, his
 heirs and assigns, Forever.

And the said William Harns, and Marie M. Harns,

parties of the first part, for themselves, their heirs, executors and administrators, do covenant with
 the said party of the second part, his heirs and assigns, that they are well seized in
 fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner
 and form aforesaid; that the same are free from all incumbrances; Except the life estate
of Emilie Harns in and to said premises

and the above bargained and granted lands and premises, in the quiet and peaceable possession of
 the said party of the second part, his heirs and assigns, against all persons lawfully
 claiming or to claim the whole or any part thereof, the said parties of the first part will Warrant
 and Defend.

In Testimony Whereof, The said parties of the first part hereunto set their hand
 and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Sundus Peterson

A. H. Burton

William Harns Seal

Marie M. Harns Seal

Seal

Seal

-18575

WARRANTY DEED

William Harnus, et al

-TO-

C. N. Loring

Office of Register of Deeds,

STATE OF MINNESOTA,

County of

Carver

I hereby certify that the within

Deed was filed for record in this office

on the 31st day of March

A. D. 1905, at 2 o'clock P. M.,

and was duly recorded in Book 19

of Deeds, on page 466 467.

Albert Meyer

Register of Deeds.

Deputy.

Taxes paid and transfer entered this

31st day of March

A. D. 1905

J. B. Connolly

County Auditor

4-30 1905 5M. Brown, Treacy & Sperry Co., St. Paul.

State of Minnesota,

County of Ramsey

ss.

On this 21st day of February

A. D. 1905 before me personally appeared

William Harnus, and Marie M. Harnus, his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Alfred N. Curtis

Notary Public, Ramsey Co., Minn.

I hereby certify that the taxes for the year 1904 on the lands within described are paid.

Henry J. Gassner

COUNTY TREASURER

100/100
C
THIS AGREEMENT, Made and executed in duplicate this 21st day of February A.D. 1905, by and between WILLIAM HARMS of St Paul, Minnesota, party of the first part, and C. N. LOVENE, of St Paul, Minnesota, party of the second part:

WITNESSETH: That the said William Harms is justly and truly indebted to the said C. N. Lovene in the sum of Sixteen hundred (\$1600) Dollars, and which indebtedness is hereby confessed and acknowledged, and in consideration thereof and of the covenants and agreements of said second party hereinafter contained, the said William Harms does hereby promise and agree to pay to the said C. N. Lovene the said sum of sixteen hundred Dollars, with the interest thereon at the rate of 7% per annum from and since the 1st day of February A.D. 1905, interest payable semi-annually, and which payment shall be made as follows, viz: The sum of Four hundred (\$400.00) Dollars on or before one year from the date hereof. The sum of Four hundred (\$400.00) Dollars on or before two years from the date hereof, and the sum of Eight hundred (\$800.00) Dollars on or before three years from the date hereof.

And Whereas the said William Harms, being joined therein by his wife, has this day executed and delivered to said C. N. Lovene their certain Warranty Deed thereby conveying to said Lovene an undivided one sixth of Lots 2 and 3, in Section 15, in Township 115, Range 26, in Carver County, Minnesota, which said deed bears even date herewith:

Now Therefore notwithstanding said conveyance is in form a Warranty Deed, nevertheless these presents witness that the same is given as security for the payment of the amount aforesaid, and that if the said William Harms, his heirs, executors, administrators or assigns shall well and truly pay or cause to be paid to the said C. N. Lovene, his heirs, executors, administrators or assigns, the said sum of sixteen hundred (\$1600.00) Dollars, and interest, as aforesaid, at the time or times the same is due and payable as aforesaid, then and in that case said Warranty Deed shall be taken and construed as a mortgage, and the said Lovene does hereby bind himself his heirs and executors and administrators, in case said debt shall be paid at the times and in the manner aforesaid, to re-convey the ~~same~~ said real estate to said Harms his heirs or assigns, but in the event that said payments shall not be made as aforesaid, then and in that case the said deed shall stand and be construed as a conveyance of said real estate.

And Whereas as further security for the payment of said debt the said William Harms ~~has~~ conveyed to said Lovene a lien or mortgage interest on and in all that stock of merchandise owned by him and situate in the store room occupied by him in St Anthony Park, in the city of St Paul, Minnesota, and does hereby confess and acknowledge that said Lovene has a lien upon all of said merchandise for the payment of said indebtedness, now therefore in consideration of the premises the said Harms does further agree that said stock of merchandise shall at all times during the continuance of this agreement, be insured in some good Insurance Company, and that the policy of insurance thereon shall contain a clause "loss if any under this policy payable to C. N. Lovene, as his interest may appear."

Upon the payment of said indebtedness as aforesaid all liens and claims of said Lovene in and to said stock of goods shall cease and be at an end.

In Witness Whereof said parties have hereunto set their hands the day and year first above written.

William Harms
C. N. Lovene

Sander Peterson

Folio 1, STATE OF MINNESOTA,
COUNTY OF CARVER,

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

G.M. Lovens,	Plaintiff,)	
-vs-		(ANSWER.
William Harms and Marie M. Harms,		(
Defendants.)	

Now come the defendants and for their answer to the complaint of the plaintiff herein deny each and every allegation, matter and thing in said complaint contained and each and every part thereof, except such as are hereinafter admitted or qualified.

These defendants further answering allege, that, heretofore, on or about January 19th, 1903, the plaintiff and defendants formed a copartnership under the name of W.J.P. Harms and conducted a retail hardware business under
Folio 2, said name. That the plaintiff furnished the money for said hardware business in all about the sum of sixteen hundred dollars (\$1600.00). That the plaintiff was a contractor and builder, and under the terms of said partnership agreement between plaintiff and the defendants, the plaintiff was to receive all hardware from said partnership business at the actual cost wholesale price, plus whatever cartage would be necessary to deliver the same to plaintiff.

That under said agreement the defendant William Harms was to give his time exclusively to said hardware business, to manage and conduct the same, and the plaintiff was to furnish money therefor and be a silent partner therein.
Folio 3, That plaintiff did invest the sum of about sixteen hundred dollars in hardware in said business. That the

plaintiff was doing a great deal of building and receiving a great deal of hardware from said partnership business at the actual cost and wholesale price of same as his reward or remuneration of his interest in said copartnership business and for the use of the money that he had invested therein.

Folio 4, That on or about the 21st day of February, 1905, and just prior thereto, the said partnership was indebted in quite a large amount for hardware, &c. and said obligations were pressing for payment. That the plaintiff on or about the 21st day of February, 1905, came to these defendants and represented to them that the outstanding bills which said partnership had incurred should be paid at once and that if said bills were not paid that the said creditors were going to throw said partnership business into the hands of a receiver, and the said plaintiff represented to the defendants

Folio 5, at said time that if they would execute the agreement and warranty deed set up in the complaint that he, the said plaintiff would keep them as security and that he would at once pay up all outstanding bills against said partnership.

That these defendants were not familiar with legal papers and documents and have practically no education and were not familiar with the effect or with the contents of said instruments, as the plaintiff came to them with them already prepared, and, believing that plaintiff's representations were true and that he would take care of said outstanding obligations if they executed said instruments, they executed the same.

Folio 6, That in truth and in fact after this plaintiff received the signatures of the said defendants on the instruments set up in the complaint herein, he, the said plaintiff,

*in evidence that plaintiff
warranted that the instrument signed
by the defendants was correct and
is alleged - No fraud*

neglected and refused to pay any of the obligations outstanding against said partnership, and these defendants lost said hardware business and were obliged to turn over the same to the said creditors of said firm.

Folio 7, That said instruments set up in the complaint herein were executed under the express agreement and understanding between plaintiff and these defendants that he, the said plaintiff, would, upon the execution of the same by defendants, pay all obligations outstanding against said partnership and that he would hold the said instruments as security for all money that he would have to pay on said obligations from the date of the execution of the said instruments.

 That the only consideration for the execution and delivery to plaintiff of the said instruments mentioned in the complaint was the said agreement on his part to pay the said debts and obligations then outstanding against said partnership. Fol. 8, That because of said failure on the part of the plaintiff to pay said obligations, the consideration of the execution and delivery of said instruments set up in the complaint herein has wholly failed.

 WHEREFORE, these defendants pray judgment that said deed mentioned in the complaint herein be vacated and set aside and that the defendants herein have judgment for their costs and disbursements herein.

Dated Jan. 18th, 1909.

T.H. SALMON,

Attorney for Defendants,
710 Temple Court,
Minneapolis, Minn.

COMBINATION WRAPPER

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } SS.

William Harms, being first duly sworn
upon oath says that he is one of the defendants in the
foregoing within entitled action; that he has heard read the foregoing answer;
that the same is true of his own knowledge, except as to matters
therein stated on information and belief, and as to such matters he believes it to be true.

WILLIAM HARMS,

Subscribed and sworn to before me this 18th day of January, 1909
T.H. SALMON,

Notary Public Hennepin County, Minnesota.

NOTARIAL
SEAL.

My commission expires Feb. 10, 1909.

STATE OF MINNESOTA, }
HENNEPIN COUNTY. }

COURT.

JUDICIAL DISTRICT.

against

Plaintiff

SUMMONS.

Defendant

The State of Minnesota to the above named Defendant :

You are hereby summoned and required to answer the complaint of
the plaintiff in the above entitled action, which complaint is hereto annexed and herewith served upon
you—has been filed in the office of the clerk of said

Court, at the City of Minneapolis, County of Hennepin and State of Minnesota, and to serve a copy of
your answer to the said complaint on the subscriber, at office, in the City of Minne-
apolis, in the said County of Hennepin 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 190.

together with Plaintiff's costs and disbursements herein.

Dated A. D. 190

Plaintiff's Attorney,
Minneapolis, Minn.

COPY

State of Minnesota,
County of Carver
~~XX COUNTY OF HENNEPIN.~~

District Court.

C.N. Lovene,
Plaintiff

vs.
William Harms, et al.,
Defendant

ANSWER.

Due and personal service of the within
CARVER COUNTY, admitted
this day of 190

FILED

MAR 2 1907

H.O. Muehlberg, Clerk

THOMAS H. SALMON.

Attorney for Defts.

1045 TEMPLE COURT.

MINNEAPOLIS, MINN.

MIRIEL & ELANDER, PRINTERS, EDISON BLDG.

(559)

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. }

being
first duly sworn upon oath deposes and says, that at the
in said County and State, on the day of
the within
upon
the
leaving with said
of said
suitable age and discretion, then resident therein, a true and correct copy of said
handing to and
at the house of the usual abode
a person of

Subscribed and sworn to before me this

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

District Court,
Eighth Judicial District.

C. N. Lovene, Plaintiff.

vs

William Harms and Marie M. Harms.
Defendants.

To Thos H. Salmon, Esq,

Attorney for above named defendants:-

TAKE NOTICE that upon the Sheriff's Report of Sale, made pursuant to the judgement and decree of said court entered in the above entitled matter on the 2nd day of March 1909, a copy of which report is hereto attached and herewith served upon you, and upon all of the files, records and proceedings herein, the plaintiff will move the court, at its chambers, in the village of Norwood, Carver County, Minnesota, on thursday, the 6th day of May 1909, at 10 o'clock in the forenoon, or as soon thereafter as counsel can be heard, for an Order of said Court approving and confirming said sale.

Dated at St Paul, Minn, April 27th 1909.

J. F. Hilscher

Attorney for Plaintiff.

N.Y. Life Buldg.

St Paul, Minnesota.

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

J. F. Hilscher being first duly sworn deposes and says that he is attorney for the plaintiff in the foregoing entitled action; that at the city of Minneapolis in the county of Hennepin in said state, on the 27th day of April 1909, he personally served the foregoing Notice and Copy of Sheriff's Report of sale on ~~the~~ Thos H. Salmon, Esq, the attorney for the above named defendants, by then and there leaving at his office with his clerk then and there in charge thereof, a true and correct copy thereof, the said clerk being a person of suitable age and discretion, and the said Salmon at that time being absent from his said office.
Subscribed and sworn to before me
this 29th day of April 1909.

E. L. Gordall

Notary Public, Ramsey Co, Minn.
(My Commission expires Oct 6. 1910)

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

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT,

C. N. LOVENE, Plaintiff.
vs
WILLIAM HARMS and MARIE M. HARMS,
Defendants.

Sheriff's Report of Sale
in
Foreclosure.

TO THE DISTRICT COURT OF THE STATE OF MINNESOTA, IN AND FOR THE COUNTY OF
CARVER:-

I. G. A. GATZ, Sheriff of the County of Carver in said State, do hereby certify, report and return that in pursuance and by virtue of the Judgment and Decree of the court in the above entitled action, a certified transcript of which has been delivered to me, with instructions to enforce the same, which transcript is hereto attached, I advertised the premises and real estate mentioned and described in said decree, to be sold by at the front door of the court house in the City of Chaska in said County, on the twenty-fourth day of April 1909, at 11 o'clock in the fore-noon; that previous to said sale I caused notice thereof to be published once in each week, for six successive weeks in the NORWOOD TIMES, a news-paper printed and published in said county of Carver, and by causing such notice to be posted in three public places in said county for six weeks successively, which notice contained a full description of said premises and the terms of said sale as in said Decree provided.

And I do further certify and report that at the time and place mentioned in said notice, to-wit: the twenty-fourth day of April 1909, at 11 o'clock in the fore-noon, at the front door of the court house in the city of Chaska in said County of Carver, I attended and exposed said premises for sale in one parcel at public auction to the highest bidder, and the said premises were then and there fairly struck off and sold to C. N. LOVENE, the plaintiff and mortgagee above named, for the sum of ~~Eighteen~~ ^{Seventeen} hundred (\$1700.00) Dollars, he being the highest bidder and that being the highest sum bidden therefor. That said sale was in all respects conducted fairly and in good faith; that out of the sum so bidden for said

premises the said C. N. Lovene has paid to me the costs and expenses of said sale, including the publication and posting of said notices, amounting to the sum of Fifty-eight & 33/100 — Dollars, and that after deducting from the amount of said sale the said costs and expenses so paid and crediting the balance thereof on the amount in said Decree adjudged to be due to said plaintiff C.N.Lovene, there is a deficiency and remains due thereon the sum of Five Hundred Ten & 05/100 cts Dollars.

I do further certify and report that I have executed, acknowledged and delivered to said purchaser the usual Sheriff's Certificate of Sale of said premises.

And I do further certify and report, that the premises so sold by me as aforesaid, were described in said Judgement, Notice of Sale and Certificate, as follows:-

All of the right, title and interest of William Harms and Marie M. Harms, his wife, in and to Lots numbered Two (2) and Three (3) in Section Fifteen (15), Township One hundred and fifteen (115) Range Twenty-six (26), in said Carver County, Minnesota.

All of which is respectfully submitted.

Dated April 24th 1909.

G. A. Gatz
Sheriff of Carver County, Minn.

Alice Benson

District Court.
Carver County, - Minnesota.

C.N. Lovene, Plaintiff.
vs

William Harms, et al.
Defendants.

Notice of Motion to confirm
sale.

Due and personal service of
the within Notice of Motion
this day of April 1909 is
hereby admitted.

.....
Attorney for Defendants.

CARVER COUNTY,
FILED

MAY 11 1909

H.O. Muehlberg
.....
Clerk.

J.F. Hilscher.
Attorney for Plaintiff.
St Paul, Minnesota.

(559.)

STATE OF MINNESOTA,)
County of Carver.) ss

DISTRICT COURT,
Eighth Judicial District.

C. N. LOVENE, - Plaintiff,)
-vs-)
WILLIAM HARMS and MARIE M. HARMS,)
Defendants.)

This cause having this day come on to be heard before the Court without a Jury, upon the complaint of the plaintiff, the answer of the defendants, and the plaintiff's reply thereto, and the Court having heard the evidence and proofs of the ~~respective parties~~ ^{on behalf of plaintiff, the defendant}, and the argument of counsel, and being fully advised in the premises, now finds the following

FACTS:

1. That on the first day of February 1903 the defendant, William Harms, was indebted to the plaintiff in the sum of Sixteen Hundred Dollars (\$1600.) for money then loaned by the plaintiff to said defendant, for which the said defendant then executed and delivered to the plaintiff his promissory note, bearing date on that day, and thereby promised to pay to the order of the plaintiff, on or before the first day of February 1905 the said sum of Sixteen Hundred Dollars (\$1600.), with the interest thereon at the rate of 7% per annum, from said date until paid.
2. That said defendant paid to the plaintiff the interest accruing on said note up to the 1st day of February 1905, but paid no part of the principal sum thereof.
3. That on the 21st day of February 1905 the said principal sum of said note being then past due and remaining unpaid, and the defendant then being indebted to the plaintiff thereon in the said sum of Sixteen Hundred Dollars (\$1600.), with the interest thereon from February 1st,

1905, the said defendant William Harms, being joined therein by his wife, the other defendant herein, made, executed and delivered to said plaintiff a deed in writing, in form a Warranty Deed, conveying to the plaintiff the real estate in the complaint mentioned, and hereinafter described, and which said deed was duly signed and acknowledged by said defendants, and was thereafter and on the 31st day of March 1905 recorded in the office of the Register of Deeds in and for Carver County, Minnesota, in Book 19 of Deeds, at pages 466 and 467.

4. That on the same day, and as a part of the same transaction, the plaintiff and the said defendant William Harms, entered into an agreement in writing signed by them, wherein and whereby it was stipulated and agreed by and between them as follows: (a) That the defendant William Harms was then justly and truly indebted to the plaintiff in the sum of Sixteen Hundred Dollars (\$1600.), being the indebtedness a above mentioned, (b) That the said defendant William Harms would pay to the plaintiff the said sum of Sixteen Hundred Dollars (\$1600.) with the interest thereon from and after the first day of February 1905, at the rate of 7% per annum payable semi-annually, as follows, viz: The sum of Four Hundred Dollars (\$400) thereof on or before one year from said 21st day of February, 1905; the further sum of Four Hundred Dollars (\$400) on or before two years from said date, and the further sum of Eight Hundred Dollars (\$800.) thereof on or before three years from said date. (c) That the Warranty Deed above mentioned and the conveyance of said lands thereby above mentioned, was made, given and received as security for the payment by the said defendant of the amounts above mentioned, and that if said defendant should pay or cause to be paid to the plaintiff the amounts aforesaid, with the interest thereon, at the time or times the same became due and payable as aforesaid, then said deed should be taken and construed as a mortgage, and the said plaintiff should then and in that case re-convey the said real estate to said defendant.

5. That the said defendant has not paid to the plaintiff the said

sum of Sixteen Hundred Dollars (\$1600.), nor the interest thereon, nor any part thereof, nor any or either of the amounts above mentioned, nor any part thereof. The Court finds as

CONCLUSIONS OF LAW.

1. That the deed and contract above mentioned and in the plaintiff's complaint set forth, constituted and were in legal effect a mortgage upon the real estate therein mentioned, and hereinafter described, to secure to the plaintiff the payment of the said sum of Sixteen Hundred Dollars (\$1600.) and the interest thereon, as in said contract provided.

2. That there was, at the time of the commencement of this action, a default in said mortgage, and that there is now due and owing to the plaintiff from the said defendant William Harms, for principal and interest upon the debt and mortgage above mentioned, the sum of Two Thousand Fifty Seven and 32/100 Dollars.

3. That the plaintiff is entitled to judgment herein against the ^{that said mortgage be foreclosed, and} defendants, that all and singular the mortgaged premises mentioned in said complaint, and described as follows, viz: All of the right, title and interest of William Harms and Marie M. Harms, his wife, in and to Lots numbered Two (2) and Three (3), of Section numbered Fifteen (15), in Township numbered One Hundred and fifteen (115), Range numbered Twenty-six (26) in Carver County, Minnesota, or so much thereof as may be sufficient to pay the amount due to the plaintiff for principal and interest on said debt, and mortgage aforesaid, and the costs of this suit and the expenses of sale, be sold by or under the direction of the Sheriff of Carver County, Minnesota, where said mortgaged premises are situated; that said sale be made at the front door of the Court House in the Village of Chaska, in said County; that the said Sheriff give public notice of the time and place of such sale according to the course and practice of the Court and the provisions of law relating to the sale of real estate on execution, and that report to the Court be made of such sale; that said Sheriff out of the proceeds of said sale

shall retain his fees, disbursements and costs of sale, and pay to the plaintiff, or his attorney, out of said proceeds, his costs in this suit taxed at Eighteen + 76/100 cts Dollars, and the sum of Two Thousand Fiftyseven and 33/100 cts Dollars, so found to be due to the plaintiff from said defendant on said debt and mortgage, as aforesaid, with the interest thereon, at the rate of 7% per annum, from the date hereof, or so much thereof, as said proceeds of said sale will pay, and pay the over-plus, if any, to said defendant.

4. That the said defendants and all persons claiming, or to claim the said real estate through, by or under them subsequent to the 31st day of March 1905, the date of recording said mortgage, as aforesaid, be forever barred and foreclosed of and from all equity of redemption and claim in, of and to said mortgaged premises, and every part and parcel thereof, from and after the expiration of one year from the date of the order of this Court confirming the sale of said premises as aforesaid.

5. That if the moneys arising from said sale be insufficient to pay the amount so found due the plaintiff, as above stated, with interest and costs and expenses of sale, as aforesaid, the Sheriff shall specify the amount of such deficiency and balance due the plaintiff in his return and report of said sale, and on the ^{coming in} ~~coming in~~ of said report a judgment of this Court be entered and docketed against the defendant William Harms for the amount of such balance so remaining unpaid, and the plaintiff have execution therefor.

Let judgment be entered accordingly.

Dated March 2nd 1909.

L. W. Morris
District Judge.

District Court
Carver County, Minn.

C. H. Lovine - Plaintiff

- vs -

William Harris et al
Defendants

Findings and Order
For Judgment

CARVER COUNTY,
FILED

MAR 2 1909

H. O. Muehlberg, Clerk

J. F. Hiescher
Atty for Plaintiff
St Paul - Minn.

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

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT,

C. N. LOVENE, Plaintiff.
vs
WILLIAM HARMS and MARIE M. HARMS, Defendants.

Sheriff's Report of Sale
in
Foreclosure.

TO THE DISTRICT COURT OF THE STATE OF MINNESOTA, IN AND FOR THE COUNTY OF
CARVER:-

I. G. A. GATZ, Sheriff of the County of Carver in said State, do hereby certify, report and return that in pursuance and by virtue of the Judgment and Decree of the court in the above entitled action, a certified transcript of which has been delivered to me, with instructions to enforce the same, which transcript is hereto attached, I advertised the premises and real estate mentioned and described in said decree, to be sold at the front door of the court house in the City of Chaska in said County, on the twenty-fourth day of April 1909, at 11 o'clock in the fore-noon; that previous to said sale I caused notice thereof to be published once in each week, for six successive weeks in the NORWOOD TIMES, a news-paper printed and published in said county of Carver, and by causing such notice to be posted in three public places in said county for six weeks successively, which notice contained a full description of said premises and the terms of said sale as in said Decree provided.

And I do further certify and report that at the time and place mentioned in said notice, to-wit: the twenty-fourth day of April 1909, at 11 o'clock in the fore-noon, at the front door of the court house in the city of Chaska in said County of Carver, I attended and exposed said premises for sale in one parcel at public auction to the highest bidder, and the said premises were then and there fairly struck off and sold to C. N. LOVENE, the plaintiff and mortgagee above named, for the sum of ~~seventeen~~ ^{seventeen} hundred (\$1700.00) Dollars, he being the highest bidder and that being the highest sum bidden therefor. That said sale was in all respects conducted fairly and in good faith; that out of the sum so bidden ~~to~~ ^{by} said

(2)

premises the said C. N. Lovene has paid to me the costs and expenses of said sale, including the publication and posting of said notices, amounting to the sum of Fifty Eight & 33/100^{ths} Dollars, and that after deducting from the amount of said sale the said costs and expenses so paid and crediting the balance thereof on the amount in said Decree adjudged to be due to said plaintiff C.N. Lovene, there is a deficiency and remains due thereon the sum of Five Hundred Ten & 07/100^{ths} Dollars.

I do further certify and report that I have executed, acknowledged and delivered to said purchaser the usual Sheriff's Certificate of Sale of said premises.

And I do further certify and report, that the premises so sold by me as aforesaid, were described in said Judgement, Notice of Sale and Certificate, as follows:-

All of the right, title and interest of William Harms and Marie M. Harms, his wife, in and to Lots numbered Two (2) and Three (3) in Section Fifteen (15), Township One hundred and fifteen (115) Range Twenty-six (26), in said Carver County, Minnesota.

All of which is respectfully submitted.

Dated April 24th 1909.

G. A. Gatz

Sheriff of Carver County, Minn.

District Court,
Carver County, - Minnesota.

C. N. Lovene, Plaintiff.

vs

William Harms, et al, Defds.

Sheriff's Report on Sale
in
Foreclosure.

CARVER COUNTY,
FILED

MAY 11 1909

H. O. Muehlberg Clerk.

J. F. Hilscher.
Attorney for Plaintiff.
St Paul, Minnesota.

(559)

STATE OF MINNESOTA,)
County of Carver.) ss

DISTRICT COURT,
Eighth Judicial District.

C. N. LOVENE, - Plaintiff,)
-vs-)
WILLIAM HARMS and MARIE M. HARMS,)
Defendants.)

This cause having come regularly on for trial before the Court without a Jury on the 2nd day of March 1909, on the complaint of the plaintiff, the answer of the defendants, and the plaintiff's reply thereto, and the Court having made and filed herein his Findings of Fact, and Conclusions of Law, wherein and whereby the Court finds that the defendant William Harms was on the 21st day of February 1905 indebted to the plaintiff in the sum of Sixteen Hundred Dollars (\$1600), and the interest thereon, from the 1st day of February 1905, at the rate of 7% per annum, and that on said day the said defendant William Harms, being joined therein by his wife, executed and delivered to the plaintiff a Warranty Deed to the lands hereinafter described, and on the same day, and as a part of the same transaction, the plaintiff and the said defendant William Harms entered into an agreement in writing wherein and whereby it was stipulated and agreed by and between them that said William Harms was then indebted to the plaintiff in the said sum of Sixteen Hundred Dollars (\$1600.), and that he would pay the same to the plaintiff as follows, viz: The sum of Four Hundred Dollars (\$400) on or before one year from February 21st, 1905, the further sum of Four Hundred Dollars (\$400) on or before two (2) years from said date, and the further sum of Eight Hundred Dollars (\$800.), on or before three (3) years from said date, together with the interest aforesaid, payable semi-annually, and that said deed above mentioned, which was duly acknowledged and recorded in the office of the Register of

Deeds of Carver County, Minnesota, where the lands therein described are situate, was so given by said defendants and received by said plaintiff as security for the payment of the amounts above mentioned, with the interest, as in said contract specified; That the said deed and contract constituted, was and is in legal effect a mortgage upon the real estate therein mentioned, viz: All of the right, title and interest of William Harms and Marie M. Harms, his wife, in and to Lots numbered Two (2) and Three (3) of Section Fifteen (15), in Township One Hundred and Fifteen (115) Range Twenty-six (26) in Carver County, Minnesota, to secure to the plaintiff the payment by said defendant of the several amounts above mentioned, with interest; that said defendant has not paid the said amounts, nor any or either of them, nor any part thereof, nor the interest thereon, and that there is due and owing to the plaintiff from said defendant William Harms on said debt and mortgage the sum of Two Thousand Eighty seven & 32/100ths Dollars, and that there has been a default in the terms and conditions of said mortgage.

And the Court further finding that the plaintiff is entitled to judgment herein against said defendants that said mortgage be foreclosed and said mortgaged premises be sold by the Sheriff of said County in conformity with the practice of this Court, and the statutes in such case made and provided, and that the proceeds of said sale be applied to the payment of the costs and expenses of said sale, the payment of the costs of this proceeding, taxed and allowed at Eighteen & 76/100ths Dollars, and to the payment of the amount due from the defendant William Harms to the plaintiff on said mortgage debt as aforesaid, and pay the over-plus, if any, to said defendants, and that the said Sheriff make report to the Court of said sale as provided by law, and that if the proceeds of such sale be insufficient to pay the amounts aforesaid, the said sheriff shall specify the amount of such deficiency and balance due the plaintiff in his

said report, and that the plaintiff have judgment against said defendant William Harms therefor, and that said defendants, and all persons claiming, or to claim said real estate through, by or under them subsequent to the 31st day of March 1905, be forever barred and foreclosed of and from all equity of redemption and claim in, of and to, said mortgaged premises, and every part thereof, from and after the expiration of one (1) year from the date of the order of this Court confirming the said sale of said premises, as aforesaid.

And the Court having directed that judgment be entered accordingly: Now on motion of J. F. Hilscher, Esq., Attorney for the Plaintiff,
IT IS ADJUDGED AND DECREED,

That the deed and contract hereinbefore mentioned and in the plaintiff's complaint set forth, constitutes and is a mortgage on the premises therein mentioned and hereinafter described to secure to the plaintiff the payment by the defendant William Harms of the sum of Sixteen Hundred Dollars (\$1600.), and the interest according to the ^{and conditions} terms of said contract; That there has been and is a default in the terms and conditions of said mortgage, and that there is now due and owing to the plaintiff from said defendant William Harms on said debt and mortgage the sum of Two Thousand Fifty seven & 33/100^{ths} Dollars. That said mortgage be foreclosed and the real estate in said mortgage mentioned, viz: All of the right, title and interest of William Harms and Marie M. Harms, his wife, in and to Lots numbered Two (2) and Three (3) in Section Fifteen (15), Township One Hundred and Fifteen (115), Range Twenty-six (26) in Carver County, Minnesota, or so much thereof as may be sufficient to pay to the plaintiff the amount due him on said debt and mortgage, as aforesaid, and the costs of this suit, and the expenses of sale, be sold by or under the direction of the Sheriff of said Carver County, Minnesota, at Public Auction, at the front door of the Court House in the Village of Chaska, in said County, pursuant to the practice of this Court, and

the provisions of law relating to the sale of real estate on execution;
That out of the proceeds of said sale the said Sheriff retain his fees
and costs of said sale, and pay to the plaintiff, or his attorney, his
costs and disbursements in this suit hereby taxed and allowed at the
sum of Eighteen & 76/100^{cts}
Dollars, and the sum of Two Thousand Eighty seven & 33/100^{cts} —

_____ Dollars, hereby adjudged to be due from the defendant William
Harms to said C. H. Lovene, the plaintiff, on said debt and mortgage,
with the interest thereon, at the rate of 7% per annum, from the date
whereof, or so much thereof as said proceeds of said sale will pay,
and pay the over-plus, if any, to said defendant.

That said sheriff make report to the Court of said sale, as
required by law, and that if the money arising from said sale be in-
sufficient to pay the amount so adjudged to be due to the plaintiff
as aforesaid, the sheriff specify the amount of such deficiency and
balance due the said plaintiff, in his said report of said sale, and
that judgment be entered and docketed herein against said defendant
William Harms, and in favor of said plaintiff C. H. Lovene for the
amount of said balance, if any, and that said plaintiff have execution
therefor. And that the said defendants, and all persons claiming, or
to claim the said real estate, or any part thereof, by, through or
under them subsequent to the 31st day of March 1905, be forever barred
and foreclosed of and from all equity of redemption and claim in, of
and to said mortgaged premises, and every part and parcel thereof, from
and after the expiration of one year from the date of the order of
this Court confirming the said report of said sale as aforesaid.

Dated March 2nd 1909.

Form of Decree approved this
2nd day of March A.D. 1909.

P. W. Morrison
District Judge.

H. O. Muehlberg
Clerk of District Court.

District Court
Carver County, Minnesota

C. N. Lorne - Plaintiff

- vs -

William Harms and et al
Defendants

Decree

CARVER COUNTY,
FILED

MAR 2 1909

H. O. Muehlberg, Clerk

J. J. Hiesche
Atty for Plaintiff
St Paul Minn