



[Minnesota.](#)
[District Court \(Carver County\).](#)
[Civil and Criminal Case Files and Index.](#)

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No. 784

DISTRICT COURT,
CARVER COUNTY, MINN.

Mathias Rozen
Plaintiff.

vs.

Dorothea Seiler
Defendant.

Batter & P. P.
Plaintiff's Attorney.

J. A. Sargent
Defendant's Attorney.

Date of Entry Nov. 1, 1873

Register of Actions A Page 169

Term Tried Oct. General, 1874

Judgment for Plaintiff

Amount of Judgment \$ 250.00

Date of Judgment April 15, 1874

Judgment Book Record A Page 362

Default Judgment Book Page

Date of Docketing April 15, 1874

Judgment Book Page 186-

State of Minnesota
District Court Eighth Judicial District
County of Carver

Mathias Rosen }
vs }
Sara S. S. }
Sara S. S. }

The plaintiff in the above
subscribed action for complaint therein respect-
fully states and shows to the court that the
above named defendant on the 29th day
of October A.D. 1873 in Chaska in the
County of Carver in the State of Minnesota
contriving and maliciously intending
to injure the above named plaintiff
in his good name fame and credit and
to bring him into public scandal in family
and disgrace in a certain discourse which
the said defendant then and there had
in the presence of Daniel Stone and other
good and worthy citizens of said State
of and concerning the said plaintiff
did speak and publish of and concerning
the said defendant, ^{in the German language} the following
several false scandalous malicious and
defamatory words that is to say. Sir.
(meaning the defendant) false words
Geldsack's gift. Sir (meaning the plaintiff)
false words. If false blood Sir Norda.

Which said false malicious and
defamatory words so as aforesaid
spoken and published in the German
language by said defendant were
fully understood by the persons in
whose presence and hearing they were spoken
as aforesaid - That said false malicious
and defamatory words so as aforesaid
spoken and published in the German language
when rendered and translated into the
English language are as follows
to wit. You (meaning the plaintiff) stole
my pocket book, You (meaning the plain-
tiff) have got it, I blame no other man but
you. That by means of the said several
premises the said plaintiff has ~~incurred~~
damages in the sum of five thousand
dollars - Wherefore the plaintiff demands
judgment against the said defendant
for the sum of five thousand dollars
besides the costs of this action

Dated & Signed

Plaintiff's Attorney

STATE OF MINNESOTA,

County of *Carver*

DISTRICT COURT.

Eighth Judicial District.

Mathias Rogen

AGAINST

Dorothy Soice

Affidavit of Verification by Party.

Filed November 14 1893
Gabreymbuhl
Clk.

Partridge Beck
Plaintiff's Attorney.

Printed and for sale at the St. Paul Pioneer Office.

169

State of Minnesota, }
County of Carr } ss.

Matthias Rozen

being duly sworn, doth depose and say, that he is Plaintiff
in the action in the foregoing Complaint entitled, and
that the said Complaint is true of his own knowledge, except
as to the matters which are therein stated on his information and belief,
and as to those matters, that he believes it to be true.

Subscribed and Sworn to before me,
this 20th day of October A.D. 1873

} Matias Rozen

Wm. R. R. R.
Notary Public

Mathias Ragen
agrt
Doratha Soice

Came to him
Linn Court of the Linn

Answer—

Original

Service of the within
annexed admission this
20th day of Nov. 1873.

Boxley Geo Pack
Atty for P. H.

John Frank 24th Nov 73
Geo Ragenhahl
= 169 =

W A Sargent
Atty Linn
Christina Ragen

OF MINNESOTA, }
of *Comm*

District Court,

8

Judicial District.

Martin Rogan

AGAINST

Caroline Price

NOTICE OF TRIAL.

Due service of the within notice is hereby ad-
mitted this *18th* day of

March

A. D. 187*7*

J. H. Sargent

Attorney for

Defendant

- Boxer & Puck

Attorney for

Plaintiff

Filed this

First
April

day of

A. D. 187*7*

Anthony C. Calkins
Clk.

Printed and for sale at the St. Paul Pioneer office.

Tog-

STATE OF MINNESOTA, }
County of *Cum* } ss.

DISTRICT COURT,

8¹

Judicial District.

Martin Rogin

AGAINST

Dontha Svics

Notice for Trial.

Sir: You will Please take Notice, That *the sum of one*
the above entitled action, will be brought on for *trial*
at the next *General* Term of this Court, to be held
at the Court House, in the *Village*
of *Chaska* in said County, on the *6th* day of
April A. D. 1874 at the opening of said Court on that day, or as soon
thereafter as Counsel can be heard.

Dated, 187

Yours Respectfully,

Robert D. Beck

Attorney & for *Plaintiff*

To *J. V. Sargent*

Attorney for *Def.*

State of Minnesota
District Court
County of Carver,

Mathias Rosen
vs
Dorothea Eicke.

Verdict,

Filed April 8th 1874
Gibbsen & Co
Attorneys

District Court
Carmar County

William Rayner
vs
Dorothy Parice
Notice Negative Cost

Due Service of the within
Notice by Legation of Court
& setting of program ask
managing in this 18th day
of April 1874
J. W. Sargent
J. W. Sargent

Filed, April 11th 1874,
C. W. Sargent
Clerk

Wm. Sargent
P. S. Sargent

To J. W. Sargent. Attorney for defendant in the
within mentioned action.
Sir. You will please to take notice
that on the 18th day of April 1874, within office
of the Clerk of the within mentioned Court at Chester in said
County of Carmar at 9 o'clock in the forenoon of that day
the within bill of costs and disbursements will
be laid out and adjourned before the Clerk of said
Court and judgment entered in said action
Dated April 13th 1874
Wm. Sargent
P. S. Sargent

State of Minnesota
 District Court Eighth Judicial District
 County of Cass

| | | |
|--|---|----------------|
| Mattias Reper | 3 | |
| against | 3 | |
| Dorothy Price | 3 | |
| Plaintiffs Bill of Costs and Disbursements | | |
| Statute Cost | | \$10.00 |
| Disbursements | | |
| Witnup, John Hallapeter Attendance one day | | 1.00 |
| Travel 8 miles | | .48 |
| 7 Miles Attendance one day | | 1.00 |
| Travel one mile | | .06 |
| D Stone Attendance one day | | 1.00 |
| Travel one mile | | .06 |
| Mrs Ramsey Attendance one day | | 1.00 |
| Travel two miles | | .12 |
| August Arnold Attendance one day | | 1.00 |
| Travel two miles | | .12 |
| L Malby Attendance one day | | 1.00 |
| Travel one mile | | .06 |
| Jury Fee | | 3.00 |
| Sherriffs fee | | 6.60 |
| One Affidavit | | .30 |
| Clarks fee to be added | | 8.60 |
| Service of Summons | | 1.20 |
| | | <hr/> |
| | | Total \$ 36.60 |

County of Cass ss - L. L. Baptisteing Clerk, sworn and
 oath says that he is one of the Attorneys for the plaintiffs in the above
 entitled action - that the items of Costs and disbursements
 mentioned and specified in the foregoing bill of costs and
 disbursements have been necessarily expended and
 incurred by said plaintiffs in the prosecution of said action
 that the witnesses have been necessarily taken the number
 of miles respectively therein charged and that on the 1st day
 of August 1894 the
 Subscribed was sworn to before me
 this 10th day of April 1894
 O. L. Simpson Notary Public

State of Minnesota
District Court
County of Carver,

Mathias Ruzen
vs
Dorothea Seice,

Judgment Roll.

Judgment \$250.00
Costs " 36.60

Total \$286.60

Filed April 15th A.D. 1894.
G. Schreyenbuhl
Clerk.

Baxter S. M. and Geo. Hoff
Clerks, Minnesota

State of Minnesota
District Court Eighth
Judicial District
County of Carver,

Matthias Rosen
against
Dorothea Dvice,

Copy of Judgment.

This case came on to be tried
with a jury duly impaneled on the 7th day of April
1874, and after hearing the evidence and argument
of counsel, the jury returned into Court a Verdict
in favor of Plaintiff and against defendant for
the sum of Two hundred and fifty dollars.

Now therefore, upon motion of Dexter
& Peck, Attorneys for plaintiff, It is hereby adjudged
and the judgment of this Court is that said plaintiff
recover of said defendant the sum of Two hundred
and fifty dollars, and costs taxed at Thirty Six \$60/100
dollars, amounting in all to the sum of Two hundred
eighty Six \$60/100 dollars and that said plaintiff have his
writ of process therefor.

| | |
|-----------------------|-----------|
| Judgment | \$ 250.00 |
| Costs & disbursements | 36.60 |
| Total | \$ 286.60 |

Dated April 15th A.D. 1874.

By the Court:

W. H. Rayenbuhl
Clerk

District Court
County of Cusum

M A Bacon
v

Deatha Laver
Satisfaction of
Jeddyunt

Filed October 9th A.D. 1874
J. H. Meyenbuhl
Clerk

State of Minnesota
District Court 8th Dist
County of Carver

Mathias Rasmussen }
 against }
Jonathan Sævi }
 }

We hereby acknowledge
satisfaction in full of the judgment
in the above entitled action and
hereby authorize the Clerk of said
Court to enter satisfaction of
the same of record.

Dated Oct 24th 1884

Barton & Pelt

Plaintiffs Attorneys

Barton & Pelt

Assessors of judgment

State of Minnesota
District Court
County of Carver,

Mathias Rosen

^{vs}
~~Dorothea~~ Dvice,

Assignment of Judge,

Filed, October 10th A.D. 1874,
Guthrie Embuhl
Clerk.

Booklet 186,

Vol.

Lesse Court, State of Minnesota
Lesse Court, } 8th Judicial Dist.

Matthias Rogin }
- 45 - } Assessor of Judgments
Dorothy Soier }

For value received I hereby sell
assign and transfer ~~all my right~~
~~to the same interest and the judgment~~
in the above entitled action rendered
entered and docketed in the District
Court of said Cass County in the above
entitled action, ^{to Barth & Peck of Chicago in said County} and hereby authorize them
to do and perform in the collection
thereof all that I could have done
hereof.

Dated Oct 12-1874

Matthias Rogin

Seal

No. 784

DISTRICT COURT,
CARVER COUNTY, MINN.

Mathias Rozen
Plaintiff.

vs.

Dorothea Seil
Defendant.

Baxter & Peck
Plaintiff's Attorney.

J. A. Sargent
Defendant's Attorney.

Date of Entry Nov. 1, 1873

Register of Actions A Page 169

Term Tried Oct. General, 1874

Judgment for Plaintiff

Amount of Judgment \$ 256.60

Date of Judgment April 15, 1874

Judgment Book A Page 362

Default Judgment Book _____ Page _____

Date of Docketing April 15, 1874

Judgment Reversed - 186-

No.

787

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Kunk

Plaintiff.

vs.

Henry Lauerbach et al

Defendant.

Baxter & Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *November 3rd*, 19*73*

Register of Actions *"A"* Page *170*

Term Tried *19*

Judgment for *Plaintiff*

Amount of Judgment \$ *246.40*

Date of Judgment *December 2nd*, 19*73*

Judgment Book *"A"* Page *341*

Default Judgment Book *Page*

Date of Docketing *19*

State of Minnesota
District Court Eighth Judicial District
County of Carver.

Phillip Hunt
against
Henry Sauerbrei and
Maria Sauerbrei.

December Term District
Court in and for the County
of Scott in the State
of Minnesota
Assessd to wit:
December 14th 1873.

This action having this day been brought on to be heard upon the Complaint filed therein the said defendants not having any of them answered or demurred to the Complaint in the said action or appeared in said action in any manner whatever within the time allowed by law, but having made default. And the said plaintiff having introduced evidence in support of his said Complaint and all of the allegations thereof, and it appearing therefrom that all of the allegations of said Complaint are true and that there is due at this date for the principal and interest due on the promissory note and mortgage mentioned and set forth in the plaintiff's said Complaint the sum of Two hundred — thirteen and 00/100 Dollars.

Therefore on motion of Bayler & Bell Attorneys for the plaintiff, It is ordered, adjudged and decreed and this Court by virtue

of the Authority therein vested, doth Order adjudge
and decree, that All and Singular of the Said
Mortgaged Premises mentioned in the Complaint
in this Action and herein after described or so much
thereof as may be sufficient to raise the amount
due to the said Plaintiff for the principal and interest
and costs in this case and which may be sold
separately without material injury to the parties
interested, be sold at public Auction by the Sheriff
of said County of Dover. That the Said Sale
be made in the County where said Premises are
situated, that the said Sheriff give public notice
of the time and place of such Sale according to law
and the course and practice of this Court. And that
the plaintiff or any of the Defendants in this Action
may become the purchaser; that the said Sheriff
shall execute a Certificate of Sale of said Mortgaged
Premises to the purchaser or purchasers thereof on the
said Sale and that the said Sheriff out of the proceeds
of said Sale retain his fees disbursements and
Commission at said Sale and pay to the plaintiff
or his attorney out of said proceeds his Costs of this
Action to be taxed and also the Amount so as
aforesaid found due together with legal interest
thereon from the date of this Judgment or so much
thereof as the purchase money of the Mortgaged
Premises will pay of the same and that the
said Sheriff take receipts for the Amounts so paid
and file the same with his report and that he

bring the surplus arising from said sale, if any there be, into court without delay and abide the further order of this Court.

And it is further ordered, adjudged and decreed, that the defendants and all persons claiming or to claim from or under them and all persons having when subsequent to such Mortgage by judgment or decree upon the land contained in said Mortgage and his or their heirs or personal representatives, and all persons having any claims or lien by or under such subsequent judgment or decree and their heirs and personal representatives and all persons claiming under them be forever barred, and foreclosed of land, from all equity of redemption and claim of in and to said Mortgage premises and every part and parcel thereof.

The description and particular boundaries of the property authorized to be sold under and by virtue of this decree so far as the same can be ascertained from the Mortgage above referred to, or from the Complaint in this action are as follows, to wit:

The North East (1/4)

Quarter of Section (7) Seven in Township (115) one hundred and fifteen of Range (23) twenty three in said County of Garret and State of Missouri.

And it is further ordered and adjudged, that the plaintiff recover twenty five dollars, ^{as} attorneys fees

Dated Dec. 4th 1843.

By the Court:

H. G. Chatfield
Judge &c

| | |
|-----------------|----------|
| Judgment | \$213.50 |
| Attorney's fees | " 25.00 |
| Sheriff's fees | " 8.40 |
| Deputy's fees | " 4.50. |

Total \$246.40

By the Court:

G. H. Kraighenbuhl
Clerk

Attest: True Copy.

G. H. Kraighenbuhl, Clerk
December 4th 1843.

State of Minnesota ss.
County of Carver.

I Gustave Kraepfenbuhl
Clerk of the District Court Eighth Judicial District
in and for said County of Carver and State of
Minnesota, do hereby certify that the foregoing
is a true and correct copy of the judgment
in the above entitled action, that I have
carefully compared the foregoing copy
with the original, and that the same is
a correct transcript thereof, as the same
appears of record in my office.

Witness my hand and Seal of said
Court, at Chaska, in said County, this
18th day of January A.D. 1877.

G. Kraepfenbuhl
Clerk

Given my seal 11th of Feb 1877.
Gustave Kraepfenbuhl
Clerk

11/10/77

State of Minnesota } District Court
County of Larmer } 1st Judicial District

Philip Hunk

vs

Henry Saurbrie and
Maria Saurbrie }

Received of J. E. Du Pail who made
the sale of the premises under and by
virtue of the judgment and decree in the
above entitled action, the sum of three
hundred and two dollars and forty five
cents, which sum, being part of the proceeds
of the sale of said premises, is received
by me under and by virtue of the provisions
of said judgment, being the whole
amount adjudged to be paid to said
plaintiff with interest thereon, as mentioned
in said judgment.

J. E. Du Pail
Plaintiff

Giles May 1st 1884
G. K. Baynebrook
Utah

140.

State of Minnesota }
 County of Carver }
 Phillip Henk }
 Against }
 Henry Laurber & Co }
 Merch Laurber }

District Court
 8th Judicial District

Report of Sale

To the above named Court
 In pursuance and by virtue of a judgment
 and decree of said court made in the above
 entitled action and bearing date December
 1st A.D. 1873, by which it was among other
 things ordered adjudged and decreed that all
 and singular the mortgaged premises mention-
 ed in the complaint in this action and
 hereinafter described or so much thereof as
 might be sufficient to raise the amount due
 to the Plaintiff for the principal interest and costs
 in this action, and which might be sold
 separately without material injury to the
 parties interested, be sold at public auction
 by the sheriff of said county of Carver
 that the sale be made in the county
 where said premises are situated, that the
 said sheriff give public notice of the time and
 place of such sale according to law
 and the course and practice of this court, and
 that the Plaintiff or any of the parties to this
 action might become the purchaser, that the
 said sheriff should execute a certificate of

sale of said mortgaged premises & the purchaser
or purchasers thereof on the said sale, and that
the said sheriff out of the proceeds of said sale
retain his fee disbursements and commissi-
sions of said sale, and pay the plaintiff or
his attorney out of the proceeds of said sale his
costs of this action & be taxed and also the
amount so as aforesaid found due together
with legal interest thereon from the date of
said judgment, or so much thereof as the
purchase money of the mortgaged premises
would pay of the same and that the said
sheriff take receipts for the amounts so
paid, and file the same with his report
and that he bring the surplus arising from
such sale, if any there be, into Court
without delay and abide the further order
of said court

I the subscriber sheriff of said county
of Larner, do respectfully certify and
report that having been charged by the
attorney for the Plaintiff with the execution
of said judgment and decree, I adverti-
sed said premises to be sold by me at public
auction at the front door of the Court House
in the Village of Chaska in the county of
Larner on the tenth day of March A.D.
1897 That previous to said sale, I caused
notice thereof to be publicly advertised

for six successive weeks as follows viz:
by causing a printed notice thereof to be
posted up in three public places in said
Carver county and by causing a copy of
such notice to be printed once in each
week during the six weeks immediately
preceding said sale, in a public newspaper
printed in said county of Carver titled
the Weekly Valley Herald published at
Chaska, which notices contained a de-
scription of the said mortgaged premises

And I do further report that on the said
tenth day of March A.D. 1877, the day on
which said premises were so advertised
to be sold as aforesaid, I attended at the
time and place fixed for said sale, and ex-
posed said premises for sale at public auction
to the highest bidder, and the said premises
were then and there fairly struck off to Philip
Heunk. He being the highest bidder therefor
and that being the highest sum bidden for
the same

And I do further certify ^{and report} that I have executed
acknowledged and delivered to said purchaser
the usual certificate on sheriffs sale, and
have paid over or disposed of the purchase
moneys, or proceeds of said sale as follows
viz: I have paid the plaintiff the sum of
Three hundred and two dollars and forty five

cents and taken his receipt, which is annexed ^{hereto}
I have also retained in my hands. The
sum of Sixteen Dollars being the amount
of my fees commissions and disbursements
on said sale and that there was no surplus
money arising from said sale
And I do further certify and report that
the premises so sold and conveyed on
aforesaid were described in said judgment
as follows viz: The northeast quarter of
section seven in township one hundred
and fifteen of range twenty three, in said
county of Carver and state of Minnesota, and
was sold and described in said certificate
as follows viz: The northeast quarter of
the northeast quarter of ^{said} section seven for
seventy five dollars, The northwest quarter
of ~~south east~~ quarter of said section seven
for seventy five dollars, The southeast
quarter of ~~south east~~ quarter of said section
seven for seventy five dollars and
the southwest quarter of northeast quarter
of said section seven for ninety three
dollars and forty five cents

All which is respectfully reported to
the court

Dated March 10th 1877

E. D. D. Tail
Sheriff of Carver County

State of Minnesota
Dist Court
County of Carver.

Phillip Henck
vs
Henry Sauerbrei & wife
Maria Sauerbrei,

Verified Copy of Judgment.

Filed May 11th 1874
G. H. Sauerbrei
Clerk

— 144 —

G. H. Sauerbrei, Clerk
for Plaintiff.

Carrner County
District Court

P Heenke

vs

H Sauerberie et al.

Order confirming Sale

Filed, May 1st 1874
J. H. Weyenbult
clerk

174.

State of Minnesota } District Court
County of Carver } 8th Dist.

Phillip Hunt }
Against }
Henry Sauerbrei and } At a General term of
Martha Sauerbrei } said court held at
Henderson Sibley County
March 19th AD 1877

On reading and filing the report of
P. E. Du Bois Sheriff of said Carver
County, of the sale of the mortgaged prem-
ises in this cause, and on motion of
H. L. Baxter attorney for plaintiff, it is
ordered that the same be confirmed
March 19th 1877. J. L. MacDonnell
Judge 8th Dist

recorded in the office of the Register of Deeds
of said County of Cerm on the 3rd day of No-
vember 1881 at nine o'clock in the fore-
noon in Book 73 of Mortgages on pages
618, 619 and 620

And the said plaintiff further says that on
the 20th day of June 1888 the said
defendants paid on said promissory note
and mortgage the sum of ten dollars and
that thereafter on the 30th day of July
1884 the said defendants paid on
the said note and mortgage the further sum
of twelve dollars, and the plaintiff further
says that there is now due and unpaid
to said plaintiff upon the said note and mortgage
the sum of one hundred dollars with the interest
thereon at the rate of twelve per cent per annum
from the 27th day of November 1881 less the
sum of twenty two dollars and the interest
thereon at the same rate of twelve per cent
per annum as follows: to wit on the sum of
ten dollars from the 20th day of June 1888
and on the sum of twelve dollars from
the 30th day of July 1882. And that no
proceedings at law have been and are
come the debt secured by the said note
and mortgage or any part thereof

The said plaintiff therefore demands
judicially against the said defendants
that the said Mortgage be sold
to satisfy said Mortgage and the amount
due thereon to said plaintiff for principal
and interest, and for the costs of this action
and that said sum be paid to said plaintiff
and further that the said defendants
and all persons claiming under them
subsequent to the commencement of this
action, and all other persons acting
not parties to this action who have any
claim by purchase or otherwise in said
Mortgage be forever subordinated to the said
plaintiff said Mortgage either as purchaser
or as encumbrancer or otherwise may be barred
and foreclosed of all rights of redemption
in said premises and that said plaintiff
have such other and further relief
in the premises as to said court shall
seem just and proper

By *James A. Pelt*
Plaintiff's Attorney

District Court Eighth Judicial District
County of Carson

Philip Hunkle
Agent

Henry Saurbrey &
Maria Saurbrey

The plaintiffs in the above entitled
action for Complaint therein, respectfully
states and shows to the court that on
the 27th day of November A.D. 1861 the above
named defendants Henry Saurbrey and
Maria Saurbrey then and there the wife of the
said Henry Saurbrey did execute under
their names in writing and deliver to
the above named plaintiff this certain
promissory note in the words and
figures following to wit

For \$1000 Charles Carson County Minnesota
November 27th 1861

"For value received we promise to pay
"Philip Hunkle or order the sum of one
"thousand dollars in one year from date
"at the rate of twelve per cent interest
"per annum."

"Witness my hand & seal"

Henry Saurbrey
"Maria Saurbrey"

And the said defendants to secure the pay-
ment of the principal and interest men-
tioned in the said promissory note, did
at the same time execute under their
names and seals and deliver to the
said plaintiff a mortgage bearing
even date with the said promissory
note, and conditioned for the payment
of the said sum of one thousand dollars,
with the interest thereon according to the
condition of said note by which the
said mortgagor mortgaged to the said
plaintiff in fee the following described
lands and real estate situate lying and
being in the said county of Carson and
State of Minnesota to wit The North East
1/4 of the 1/4 of Section 31 Town 12 North Range
(14) one hundred and fiftieth of Range
(23) Twenty three, which said mortgage
was duly acknowledged and was afterwards

STATE OF MINNESOTA,
County of *Cass*
DISTRICT COURT.

Eighth Judicial District.

Philip Hunt

AGAINST

Wm. Saurberg

Maria Saurberg

Adavit of Verification by Party.

Filed November 3^d 1873
G. H. Saurberg
Clark

\$10.90

Baptist Book
Planters Attorneys

Printed and for sale at the St. Paul Pioneer Office.

340.

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

Philip Nunk

being duly sworn, doth depose and say, that he is *plaintiff*
in the action in the foregoing *Complaint* entitled, and
that the said *Complaint* is true of his own knowledge, except
as to the matters which are therein stated on his information and belief,
and as to those matters, that he believes it to be true.

Subscribed and Sworn to before me,
this *9th* day of *November* A.D. 187*3* }

lawful claims, Provided nevertheless, that
if the said ~~Parties~~ ^{Parties} ~~Henry~~ ^{Henry} ~~Somerby~~ ^{Somerby} and Henry
Somerby of the first part their heirs executors
and administrators shall well and truly
pay or cause to be paid to said ~~Philip~~ ^{Philip} ~~Henry~~ ^{Henry}
party of the second part his heirs executors
administrators or assigns the sum of one
hundred dollars and interest according
to the condition of a certain promissory note
executed & delivered by the said Maria Som-
erby & Henry Somerby to said ~~Philip~~ ^{Philip} ~~Henry~~ ^{Henry}
and bearing even date herewith, then this
deed to be null & void, otherwise in full
force and effect, But if default shall
be made in the payment of the said note
& sum of money or the interest or any
part thereof, or any part thereof at the time
mentioned thereof, the said parties of the first
in such case do hereby authorize and fully
empower the said party of the second part
his heirs and assigns to sell the said here-
by granted premises at public auction &
convey the same to the purchaser in as
simple agreeably to the statutes in such case
made & provided and out of the moneys
arising from such sale to retain the
principal and interest which shall be
due on the said note together with all
costs & charges and pay the surplus
if any to the said parties of the first part
their heirs or assigns. In testimony
whereof the said parties of the first part
have hereunto set their hands and
seals the day and year first above
written ~~Done~~ ^{delivered}

on order

part

This indenture made the 27th day of
November A. D. 1861 Between Maria Sawyer
+ Henry Sawyer of the town of Chaska in the
County of Carver and State of Minnesota parties
of the first part and Phillip Knecht of
the same place party of the second part
Witnesseth, that the said parties of the first
part in consideration of the sum of one
hundred dollars to them in hand paid
by the said party of the second part the
receipt whereof is hereby acknowledged to by
these presents grant bargain, sell and
convey to the said party of the second part
his heirs and assigns forever all that piece
or parcel of land lying and being in the
County of Carver State of Minnesota as fol-
lows to wit

The North East Quarter of
Section Seven Township One hundred +
fifteen (115) Range Twenty ~~Three~~ ²³ containing
160 acres

To have + to hold the same with
all the hereditaments and appurtenances
thereunto in anywise appertaining and the
said Maria and Henry Sawyer parties
of the first part do covenant with the said
party of the second part his heirs and assigns
as follows, First that they are the owners of
said premises, Second that they ~~will~~ have
good right to convey the same. That the
same are free from all incumbrances
whatsoever. And fourth that they will warrant
+ defend the title to the same against all

J. Hargrave
H. R. Baxter

} Mortimer J. Hargrave
} Ginnery J. Hargrave

Seal
Seal

State of Minnesota } ss
County of Leaver }

Be it known

that on this 27 day of November 1861
personally came before me Maria Sawyer
and Henry Sawyer and acknowledged
that they executed the foregoing mortgage
fully for the purposes therein expressed
and the said Maria Sawyer wife
of the said Henry Sawyer on an ex
amination separate and apart from
the said husband acknowledged that
she executed the same fully for the
purposes therein expressed

J. Hargrave
Reg. Secy for
Can. Co. Minn

\$1000

Chaska Leaver County Minnesota }
November 27th 1861 }

For value received we promise to pay
Phillip Hank or order the sum of One Thousand
= three dollars in one year from date
at the rate of twelve per cent ^{interest} per annum

Witness
J. Hargrave

} Mortimer J. Hargrave
} Ginnery J. Hargrave

Mortgage
Maria Sowerby
+ Henry Sowerby
to
Philip Hunt
recd

Office of Reg. of Deeds
Carver Co.

I hereby certify that
the within Mortgage
was filed in this office
Nov 27th 1861 at
9 o'clock AM, & recorded
in book B of Mortgages
page 618, 619 & 620

J. A. Sargent
Reg. of Deeds
REGISTER - CARVER CO.

\$1 due

12th Oct,

Jan 20 1865

Paid on this note \$10.

July 30 1872

Paid \$12.

Given December 4th 1873
Gethrayent
Solent



State of Minnesota
District Court Eighth Judicial District
County of Carver

Philip Henck

against

Henry Saurbriek

Maria Saurbriek

State of Minnesota

County of Carver ss. L L Baughman being
duly sworn on oath says that he is one of the
Attorneys for the plaintiff in the above entitled
action; that proof of the personal service
of the summons in said action has been
filed with the Clerk of said court at
Chaska in said county of Carver; that
more than twenty days have elapsed
since the service of said summons as
aforesaid, and that no answer or return
or copy of either has been received by or
served upon the plaintiff, Attorney in this cause.
We her said defendants or either of them in any
manner whatsoever appeared in said action
Subscribed and sworn to
before me this 28th day of } L L Baughman
November 1873

W. D. S. J.

Jurats of the Peace

State of Minnesota
County of Carver. I Frederick Hecklin Sheriff of the
County of Carver in the State of Minnesota do hereby certify
and return that on the 6th day of November A.D. 1893 I
personally served the within summons on the within
named defendant and each and both of them in the
said county of Carver and State of Minnesota by delivering
the same and both of them a true and correct copy of the same
in person -

Fees Travel 4 miles 40
Fees 2.00
Capias (2) 1.00
3 40

Fred Hecklin,
Sheriff of Carver Co Minn
By F. P. Hecklin
Deputy

MINNESOTA,

County of Carver

DISTRICT COURT,

Eighth Judicial District.

Philip Hecklin
vs

Henry Samberg &
Carver Sawmilling

Summons for Relief.

Filed November 14th A.D. 1893
F. P. Hecklin
Clerk

Boyd and Peck

Plaintiff's Attorney.

PIONEER PRINT, ST. PAUL.

State of Minnesota,

County of *Carn*

DISTRICT COURT,

Eighth Judicial District*Philep Hunk*
*against**Henry Saurbrey and*
Maria Saurbrey SUMMONS.

The State of Minnesota,

TO THE ABOVE NAMED DEFENDANT:

You *Each of you* are hereby summoned and required to ~~answer the complaint in the above entitled action, a copy of which is here-
under served upon you, and to serve a copy of your answer to the said com-
plaint on the subscribers at the office in~~ *Chaska* in the
county of *Carn* and State aforesaid, within twenty days
after the service of this summons on you, exclusive of the day of such service;
and if you fail to answer the complaint within the time aforesaid, the plain-
tiff will *Apply to the Court for the relief de-*
manded in the said complaint

Dated, *Nov 30* A. D. 1873*Barton Beck*Plaintiff's Attorney, *Chaska* Minn.

May be sufficient to raise the amount due
to the said plaintiff for the principal, interest
and costs in this case and which may be
sold separately without material injury to
the parties interested be sold at public
auction by the Sheriff of said county of
Cannon. That the said sale be made in
the county where said premises are situated,
that the said Sheriff give public notice
of the time and place of such sale according
to law and the course and practice of this court
and that the plaintiff or any of the parties in this action
may become the purchaser; that the said Sheriff
shall execute a certificate of sale of the said
^{mortgage} premises to the purchaser or purchasers thereof
on the said sale, and that the said Sheriff out
of the proceeds of said sale retain his fees
disbursements and commissions on said sale
and pay to the plaintiff or his attorney
out of said proceeds his costs in this action
to be taxed and also the amount so as
assessments found due together with legal
interest thereon from the date of this
judgment or so much thereof as the purchase
money of the mortgage premises will pay
of the same, and that the said Sheriff take
receipts for the amount so paid and
file the same with his report and
that he bring the surplus arising from

State of Minnesota
District Court Eighth Judicial District,
County of Carver

Philip Henk } December Term District Court
 } in and for the County of Scott in
 } the State of Minnesota
Henry Saurbrin & }
Maria Saurbrin } 1st Dec 1873

This action having this day been brought on to be heard upon the complaint filed therein the said defendants not having any of them answered or demurred to the complaint in said action or appeared in said action in any manner whatever within the time allowed by law, but having made default And the said plaintiff having introduced evidence in support of his said complaint and all of the allegations thereof and it appearing therefrom that ^{the} allegations of said complaint are true, and that there is due at this date for the principal and interest due on the promissory note and mortgage mentioned and set forth in the plaintiff's said complaint the sum of two hundred and thirteen ⁵⁰/₁₀₀ dollars Therefore on motion of Bayler & Peck Attorneys for the plaintiff it is ordered adjudged and decreed, and this court by virtue of the authority therein vested both order adjudge and decree that all and singular of the said mortgage and premises mentioned in the complaint in this action and herein after described or so much thereof as

District Court
County of Carver

Philip Hunk
vs

Henry Saurbren
" "
Jury verdict

Judgment Roll.

Judgment \$213.50
Attorneys fees " 25.00
Sheriff's fees " 3.40
Clerk's fees " 4.50
Total \$246.40

Given, December 9th 1873,
Estrayenbuhl Clerk.

-170.-

Baxter & Peck, atty for deft
Charles, mstr

Judgment \$213.50
Attorneys fees \$ 25.00
Sheriff's fees " 3.40
Clerk's fees " 4.50
Total \$ 246.40

Given, December 9th 1873

By the Court:

Estrayenbuhl
Clerk

said sale, if any then he into Court without delay
to abide the further order of this Court, And it
is further ordered adjudged and decreed ~~that~~ the
defendants and all persons claiming or to claim
from or under them, and all persons having
a lien subsequent to such mortgage by
judgment or decree upon the same contained
in said mortgage, and his or their heirs or
personal representatives, and all persons
having any claim or lien by or under such
subsequent judgment or decree and their
heirs and personal representatives, and
all persons claiming under them be forever
barred and foreclosed of and from all
equity of redemption and claiming in
and to said mortgaged premises and
any part and parcel thereof

The description and particular boundaries
of the property authorized to be sold under
and by virtue of this decree so far as the
same can be ascertained from the mortgage
above referred to, or from the complaint
in this action are as follows to wit
The North East (1/4) Quarter of Section (7) Town-
ship (15) one hundred and fifteen of Range
(29) twenty three in the said County of Carson
and State of Nevada, And it is further ordered and
adjudged that the plaintiff recover twenty five dollars
its costs, ~~for~~ ^{as attorney's fees}
Dated ~~the~~ Dec. 1st 1870, By the Court, J. G. Chatfield, Judge
=over=

No.

787

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Henk

Plaintiff.

vs.

Henry Lauerbie et al

Defendant.

Baxter & Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry November 3rd, 1973

Register of Actions "A" Page 170

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 246.40

Date of Judgment December 2nd, 1973

Judgment Book Minute Record "A" Page 341

Default Judgment Book Page

Date of Docketing 19

No. 788

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Henkel
Plaintiff.

vs.

Henry Sauerberg
Defendant.

Baxter & Peck
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry November 3rd, 1873

Register of Actions "A" Page 174

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 259.70

Date of Judgment December 2nd, 1873

Minute Book "A" Page 343

Default Judgment Book Page

Date of Docketing December 2nd, 1873

Judgment Book "A" Page 176

State of Minnesota
District Court Eighth Judicial District
County of Carver

Philip Henk 3
vs
Henry Saurbrey 3

The plaintiff in the above
entitled action for complaint therein
respectfully states and shows to the Court
that on the 25th day of January A.D. 1869
the above named defendant for value
received made and executed in writing
and delivered to the above named
plaintiff his certain promissory note
in the words and figures following to wit:
\$2,40⁰⁰ Chaska January 25 69
for value received I promise to Pay
to Philip Henk or order the sum
of Ninety two dollars forty cents
at the rate of twelve per cent interest
per annum until paid

Henry Saurbrey

That the said plaintiff is now the
lawful owner and holder of said
promissory note, that the same
has not been paid nor any part
thereof except as hereinafter stated
And the said plaintiff for a further
and second cause of action alleges

that the said plaintiff, at the Specimen
stump and request of said defendant
did between the 1st day of September AD 1849
and the 1st day of August AD 1842
sell and deliver to said defendant
goods wares and merchandise of the
value for the sum and to the amount
of fifty five dollars and twenty cents
which said goods wares and merchandise
are particularly specified in the Bill of
particulars hereto attached marked "A"
and made a part of this complaint the
whole part of the said amount of fifty five
dollars and twenty cents for which said
goods wares and merchandise were
sold as of use and ^{except as hereinafter stated} has been paid ^{although}
the same is now due and payable

And the said plaintiff for a further
and third cause of action alleges that the
said plaintiff loaned and paid to
said defendant and for the defendant's
use between the 14th day of September
AD 1849 and the 1st day of August
AD 1842 at the Specimen instance and
request of said defendant the sum
of one hundred and sixty two dollars and
fifty cents, to wit the sum of one hundred and
fifty ~~seven~~ ^{and} 1100 dollars on the 15th day of
September AD 1849 - the sum of five dollars

on the 30th day of July A.D. 1842, and the sum of fifty cents on the 18th day of October A.D. 1849. Which said several sums are particularly specified in said bill of particulars. That the same has not been paid ^{except as hereinbefore stated} nor any part thereof, although the same is now due and payable.

And the said plaintiff further states for a third cause of action that between the 1st day of September A.D. 1849 and the 4th day of August A.D. 1842 the said plaintiff done and performed work labor and services for said defendant at the special instance and request of said defendant which said work labor and services so as aforesaid performed by said plaintiff for said defendant were reasonably worth and of the value of the sum of seven hundred dollars no part of which has been paid. The plaintiff claims having received from the said defendant on the 1st day of November A.D. 1849 the sum of one hundred and forty six $\frac{90}{100}$ dollars which the said defendant is entitled to offset against the said claims of the plaintiff. Wherefore the plaintiff demands judgment against the said defendant for the sum of three

hundred and twenty seven $\text{\$}257.00$
dollars with interest thereon as
follows. Upon the sum of ninety two
and $\frac{4}{10}$ dollars from and since
the 25th day of January A.D. 1849 at
the rate of twelve per cent per annum
Upon the sum of One hundred and fifty
seven dollars from and since the
15th day of July A.D. 1849, and
upon the sum of seventy seven
and $\frac{8}{10}$ dollars from and since
the 9th day of August A.D. 1872
Less the sum of One hundred
and forty six $\text{\$}146.00$ dollars
with the interest thereon from
and since the 1st day of
November A.D. 1849. Also for
costs in this action

Wm. Dick
Attys

92 $\frac{40}{100}$ Chaska January 28 69
for value received
Promest to Secy to Phillips
Henk or after the sum
of Ninety Two Dollars forty
Cents at the rate of twelve
per cents interest per annum
until Paid

Gaining Samboeig,
Det to Secy 10/9 10.12

A Bill of Particulars referred to in the answer
 Complied with as shown to Attached Marked & filed
Bought of P. H. HENCK,
 much a part of said Compliant
 DEALER IN

Hardware and Agricultural Implements.

1869

(MINNEAPOLIS FREE PRESS PRINT.)

| | | | | |
|------|-----------------|------------------------------------|-------|-------|
| Sept | 4 th | One Iron Tack Spoon | 60 | |
| | 7 | Four Batts | 25 | |
| | 6 | Four Batts, 25¢ One whip lark 15 | 40 | |
| | 10 | One hook & three Stacks | 50 | |
| | 10 | Iron in casting for Thrasher | 1 50 | |
| | 17 | One fourth lb Coffee | 20 | |
| Oct | 18 | Extra articles for Writing Machine | 3 00 | |
| 1870 | " | One Cattle lead | 40 | |
| Aug | 3 | One Ox Yoke | 1 75 | |
| 1872 | 17 | One Oxen Plow | 23 00 | |
| May | 8 th | One ax handle | 25 | |
| July | 15 | One Cyther | 1 50 | |
| Aug | 31 | Nails | 10 | |
| Sept | 3 | One Safety Machine (for Reaper) | 2 75 | |
| " | 5 | One set of belt fastening | 4 00 | |
| July | 15 | Ballance arm on Reaper | 25 00 | |
| | | | 65 20 | 65 20 |

Bill of Particulars of Cash
 paid out to and for and loaned
 to defendant

| | | | | |
|------|---------|-----------------------|--------|--------|
| 1868 | Sept 15 | Cash loaned | 157 00 | |
| 1872 | July 30 | " | 5 00 | |
| 1868 | Oct 18 | Cash paid for express | 50 | |
| | | | 162 50 | 162 50 |

Bill of Particulars of work
 labor and services done and performed
 by plaintiff for defendant

| | | | | |
|------|--------|--------------------|------|------|
| 1869 | Sept 4 | Repairing Thrasher | 1 50 | |
| " | " | " | 25 | |
| " | 17 | " | 75 | |
| Oct | 14 | Repairing Chain | 25 | |
| " | " | Repairing Caster | 1 00 | |
| " | 24 | Setting two Shaws | 50 | |
| Dec | 23 | Repairing | 15 | |
| | | | 4 40 | 4 40 |

1872
 Apr 25 Repairing Cultivator
 May 29 Sharpening Plow with short Mundy Chain
 July 5 Getting out S-har
 Aug 8 Making Grows on reaper

232 10
 1 75
 50
 25
 25

234 85 234 85

1868
 Nov 1st Credit by Cash

146 90
 \$87, 95

STATE OF MINNESOTA,

County of *Carm*

DISTRICT COURT.

Eighth Judicial District.

Philip Smith

AGAINST

Henry Sauerberg

Complaint

&
Oath of Verification by Party.

Witness, November 3^d 1873,
G. H. Grayson
County Clerk.

Robert P. Clark
Attorney.

Printed and for sale at the St. Paul Pioneer Office.

174.

State of Minnesota, }
County of Carm } ss.

Phelps Nink

being duly sworn, doth depose and say, that he is plaintiff
in the action in the foregoing Complaint entitled, and
that the said Complaint is true of his own knowledge, except
as to the matters which are therein stated on his information and belief,
and as to those matters, that he believes it to be true.

Subscribed and Sworn to before me,
this 3^d day of June A.D. 1873

State of Minnesota
 County of Carver I Frederick Becklin Sheriff of the County
 of Carver in the State of Minnesota do hereby certify and return
 that on the 5th day of November A.D. 1893 in said
 county of Carver I personally served the within summons
 on the within named defendant by delivering to him
 in person a true and correct copy of said summons

Fees. Travel 4 miles 40
 Service 1.00
 Copy 4-0
 \$1.90

Frederick Becklin
 Sheriff Carver Co Minn
 By F. P. Hecceglio
 Deputy

STATE OF MINNESOTA,

County of Carver }

DISTRICT COURT.

5th Judicial District.

Philip Hark

Henry Sawtrey

Summons for Relief.

John W. Hark
 (Defendant)

Ray & Beck

Plaintiff's Attorneys.

PROSEER PRINT, ST. PAUL.

State of Minnesota,
County of Casser

DISTRICT COURT,

Eighth Judicial District.

Philip Henk
vs
Henry Saurby

SUMMONS.

The State of Minnesota,

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to answer the complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said complaint on the subscribers at their office in Chaska in the county of Cass and State aforesaid, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the complaint within the time aforesaid, the plaintiff will ~~thereby~~ ^{be} entitled to judgment against you for the sum of three hundred dollars and costs of ninety dollars ~~and costs~~ ^{and costs} ~~therein as follows, upon the sum of~~ ^{one hundred and fifty dollars from and after the 25th day of July 1878, and upon the sum of seventy dollars from and after the 1st day of August 1878, less the sum of one hundred and fifty dollars paid on the 1st day of August 1878, less the sum of one hundred and fifty dollars paid on the 1st day of November 1878, also for the costs of this action}

Dated, Nov 22

A. D. 1878

Basta & Pelt

Plaintiff's Attorney,

Chaska Minn.

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

Philip Hunk

Against.

Henry Saurbr

Affidavit of No Answer.

State of Minnesota, } ss.
COUNTY OF Carr

L. L. Bayler

came personally before me, and having been first duly sworn, he doth depose and say, that he is one of the Attorney for the Plaintiff in the above entitled action: that proof of the personal service of the Summons therein has been filed with the Clerk of said Court: that more than twenty days have elapsed since the personal service of said Summons, and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorneys in this cause, and prays judgment according to law.

L. L. Bayler

Subscribed and Sworn to before me,

On this 28th day of November A. D. 1873 }

J. L. Bayler
Notary Public, Minn. of the peace

District Court Eighth Judicial District
Carr COUNTY.

Philip Hunk

AGAINST.

Henry Saurbr

Affidavit of No Answer, &c.

Filed November 29th 1873
W. H. Bayler clerk

Bayler & Co.

Attorney for F. J. F.

Hamaley, Chaney & Co., Printers.

State of Minnesota,
COUNTY OF Carr

District Court Eighth Dist

Philip Smith

Against

Affidavit of Disbursements.

Mary Lamber

Plaintiff's Costs and Disbursements.

| | |
|---------------------------|-----------------------|
| Statute Costs, | \$ 5.00 |
| <u>Att</u> Affidavits, | 90 |
| Sheriff's Fees, | 1.90 |
| Clerk's Fees to be added, | 3.25 |
| | <u>Total \$ 11.05</u> |

11.05
248.65
259.70

Amount claimed in Summons.

| | |
|------------|------------------|
| Principal, | \$ 248.65 |
| Interest, | |
| | <u>\$ 248.65</u> |

STATE OF MINNESOTA, }
County of Carr } ss.

L L Bayler

came personally before me, and having been first duly sworn, he doth depose and say, that he is ~~one~~ of the Attorney of said Plaintiff in the above entitled cause; that the above bill and items of Costs and Disbursements therein are just and correct, and have been necessarily incurred therein.

Subscribed and Sworn to before me,
On this 28 day of November A. D. 1873 }

L L Bayler

[Signature]
Notary Public, Minn.
Living and free

State of Minnesota
District Court, Eighth
Judicial District
County of Carver

Philip Hensel
against
Henry Bauerbrei

Copy of Judgment.

The Complaint in the above
entitled action having been duly filed, and the Summons
personally served upon the defendant on the sixth day
of November A.D. 1873. And it appearing by the Affidavit
of the Attorneys for Plaintiff that more than twenty days
have elapsed since the personal service of said Summons,
and that no Answer or Demurrer, or copy of either had
been received by the plaintiffs Attorneys in this action.

Now, therefore, Upon Motion of Barker & Co.
Attorneys for said Plaintiff, It is adjudged & determined
that said Plaintiff do recover of said defendant, the sum
Two hundred forty eight dollars and sixty five cents
Judgment for principal and interest as claimed by said
Summons and Complaint, together with the sum of Seven
dollars and five cents costs and disbursements stated in
said action the whole amounting to the sum of Two
hundred fifty nine dollars and seventy cents, and
that said Plaintiff have his Costs thereof.

Judgment as claimed \$ 327.25

| | | | | |
|---------|-------------------|--------------------------------|----------|------------------|
| 12 1/2% | Int Jan \$ 42.40 | from Jan 25 th 1869 | \$ 54.05 | |
| 7 1/2% | Int. on \$ 154.00 | from July 15. 1869 | " 49.04 | |
| 7 1/2% | Int. on \$ 77.80 | from Aug 3, 1872 | " 7.47 | 110.56 |
| | | | | <u>\$ 437.81</u> |

| | | | |
|-----|--|-----------|--------------------|
| Dep | Cash Paid November 1 st 1869 | \$ 146.90 | |
| | Interest 7 1/2% from Nov. 1 st 1869 | " 42.26 | 189.16 |
| | | | <u>\$ 248.65</u> |
| | Costs & disbursements, Taxes | | <u>\$ 259.70 =</u> |

Dated December 9th 1873.

By the Court:

Gestrayenhubl

Clk.

State of Minnesota
District Court
County of Carver,

Philip Hentel
against
Henry Stuerckrei.

Judgment Roll.

Judgment
Principal & Int. \$ 248.65
Costs " 11.05

Total \$ 259.70

Given, December 9th A.D. 1873
Eustachius Hentel Clerk

174. -

Walter B. Beck, atty for def.
Charles. Minn

No. 788

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Henck

Plaintiff.

vs.

Henry Sauerbey

Defendant.

Baxter & Deek

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry November 3rd, 1873

Register of Actions "A" Page 174

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 259.70

Date of Judgment December 9th, 1873

Minute Book "A" Page 343

Default Judgment Book Page

Date of Docketing December 9th, 1873

Judgment Book "A" page 176

No. 789

DISTRICT COURT,
CARVER COUNTY, MINN.

Joseph Merkle
Plaintiff.

vs.

Michael Hemerich
Defendant.

Baxter & Beck
Plaintiff's Attorney.

Ernest Kasilin
Defendant's Attorney.

Date of Entry Dec 14th 1873

Register of Actions "A" Page 139

Term Tried April General 1874

Judgment for Plaintiff.

Amount of Judgment \$ 789.60

Date of Judgment April 15th 1874

Judgment Book Record "A" Page 761

Default Judgment Book Page

Date of Docketing Apr 15th 1874

Judgment Record "A" page 186

County of McLeod ss. I hereby certify and return
 that I did on the 20th day of December 1873 at
 the town of Kealam said County, serve the within
 Summons on the within named Michael Hammerichs
 by leaving a true and correct copy of the same
 at his residence with his wife personally

Dated Dec. 20th 1873

Fees Squire \$1.00
 Clerk's Bond 4.00
 \$5.00

J. S. Loring

By C. T. Thompson
 Sheriff
 Deputy

STATE OF MINNESOTA,

County of Carver }

District Court,

do hereby with Judicial District.

vs. M. W. M. M.

agent

vs. Michael Hammerichs

UMMONS.

do hereby certify and return
 that I did on the 20th day of December 1873 at
 the town of Kealam said County, serve the within
 Summons on the within named Michael Hammerichs
 by leaving a true and correct copy of the same
 at his residence with his wife personally

Printed and for sale at the St. Paul Pioneer office.

Attorney.

139.

TAJIK DISTRICT COURT,

County of Carver

SS.

Eighth

Judicial District.

Joseph Merkle
agent

Michail Hemmerice

SUMMONS.

THE STATE OF MINNESOTA.

To the above named Defendant,

You _____ are hereby summoned and required to answer the Complaint in the above entitled action, which has been filed in the office of the Clerk of this Court, at _____ in said County, and to serve a copy of your answer to the said complaint, on the subscriber, at _____ office in _____

in the County of Carver and
State aforesaid, within twenty days after the service of this summons on you, exclusive of the day
of such service; and if you fail to answer the said Complaint within the time aforesaid, the
Plaintiff will take judgment against you for the sum of six
hundred and sixty five dollar with the interest thereon
at the rate of twelve percent per annum from and
since the 2nd day of November A.D. 1891 which the
costs of this action

Dated Chuska Dec 4th A. D. '1878

Benjamin Beck

Plaintiff's Attorney.

Chas. K.

Minn.

State of Minnesota

District Court Eighth Judicial District
County of Carson

Joseph Munkle

August

Michael Kemmerich

The plaintiff in the above entitled action for complaint therein respectfully states and shows to the court that on the 21st day of November A.D. 1871 the above named defendant in the State of Minnesota for value received made and executed in writing and delivered to said plaintiff his certain promissory note in the words and figures following to wit

866,00

Nov 21-1891

Yours from date I promise to pay Joseph
Muckle or order six hundred and sixty five dollars
at twelve percent interest for value received

Payable At Milano

Nov 21st 1878

Michail Kuzminich

And the plaintiff further says that he is
now the owner and holder of said promissory
note and that the same has not been paid
nor any part thereof.

Wherefore plaintiff demands judgment
against the said defendant for the sum of
Six hundred and sixty five dollars
with interest thereon at the rate of twelve

percent per annum from and since
the 21st day of November 1871 besides
the costs of this action

Baugh & Beck

Plaintiffs Attorneys

Orbit Court
Rich Dist County of Harrow

ph Murrel
vs

Richard Kimmurich
Complaint

Baugh & Beck
Plffs attys

STATE OF MINNESOTA,
County of *Carver* }

DISTRICT COURT.

Eighth Judicial District.

Joseph Merkle

AGAINST

Michael Hemmerich
Complainant

Affidavit of Verification by Party.

Filed, December 14th A.D. 1893.
G. H. Wrayenbuhl
Deputy,

Barter & Beck
Plaintiffs *Attorneys*

Printed and for sale at the St. Paul Pioneer Office.

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State of Minnesota
District Court
County of Ramsey

Joseph Munkle

vs
Michael Hennemann,

Stipulation Yes
Time to answer,

Filed, January 9th 1874
C. H. Hennemann
clerk,

134 -

State of Minnesota
Dist. Court 8th Dist.
Cannon County

Joseph Mirek

vs.

Michael Hummich

} Respondent.

It is hereby stipulated and the Court of
Ppffs attests that said defendant has
until the first day of Feb. 1874, to
make and send his answer thereto
Christa June 8th 1874,

Boston & Rich

attys for Ppffs.

all

or otherwise,

Wherefore defendant
asks that this action be dismissed,
and that he have judgment
for his costs and dis-
bursements in this action.

Ernest Hainlin

Atty for Deft
Watrous Min

State of Minnesota }
County of Cass }

Ernest Hainlin being
duly sworn says that he is Attorney for the
defendant in the above entitled action, that
the foregoing answer is true of his own
knowledge except as to those matters therein
stated on information and belief and as to those
matters he believes it to be true, and
that the reason why this answer is not
verified by the defendant in person is,
that said defendant is now absent
from the County of Cass where
this affidavit his said Attorney
resides

Subscribed and sworn to before } Ernest Hainlin
me this 28th day of June 1874 }
R. A. McClure
Justice Peace

Page 1

State of Minnesota }
County of Cass } 8th Judicial District
Joseph Merkle }

-vs-

Michael Hennrich }

Answer

The defendant in the above entitled action for his answer to the Complaint of the plaintiff therein, respectfully denies each and every allegation and statement in said Complaint contained except such as are hereinafter expressly admitted or qualified.

And defendant expressly admits that he made and delivered to said plaintiff the note in said Complaint described - and defendant further answering said Complaint - avers and alleges that heretofore and before the commencement of this action he fully paid said note to said plaintiff - And denies that he is indebted to said plaintiff in any sum whatever whether as stated in said Complaint

Page 2

In District Court
8th Jud. Dist
Cann Connely

Joseph Munkle

-VS-

Michael Munnich

Answer

(Copy)

Rec'd January 29/87.

Filed April 8th 1874.
H. H. Hagenbuhl
clerk.

Ernest A. C. C. C.
Atty for Dist
Watertown
Main

STATE OF MINNESOTA, }

County of *Cum* }

District Court,

8

Judicial District.

Joseph Clarke

AGAINST

Michael Kunick

NOTICE OF TRIAL.

Due service of the within notice is hereby ad-

mitted this *18* day of

March

A. D. 187*4*

Emerson

Attorney for

Deft

Brother & Co

Attorney for

Plaintiff

Filed this

First

day of

April

A. D. 187*4*

E. Mayentuhl

Clarke

Printed and for sale at the St. Paul Pioneer office.

-139-

STATE OF MINNESOTA,

DISTRICT COURT,

County of *Carver*

ss.

80

Judicial District.

Joseph Clarke

AGAINST

Michael Henrich

Notice for Trial.

Sir: You will Please take Notice, That *the issue of last*
the above entitled action, will be brought on for *trial*
at the next *General* Term of this Court, to be held
of *Chaska* at the Court House, in the *County*
Shore in said County, on the *6th* day of
A. D. 187*4* at the opening of said Court on that day, or as soon
thereafter as Counsel can be heard.

Dated, 187

Yours Respectfully,

Brett & Pels

Attorney & for Plaintiff

To *G Hamilton*

Attorney for *Def.*

State of Minnesota
West Levent
Harrison County.

Merrell
Harrison's old
District.

Given April 8th 1874
G. H. H. H. H. H.
Colwell.

State of Minnesota
Carver, County,

We the jury have agreed to find
a verdict in favor of the Plaintiff
for the amount of \$735.40

Henry Hart
J. J. Jorman

Wise Lane
Cambridge

Joseph Clark

- 25 -

Charles Amick

Stapleton

Given April 15th AD 1874,
Guthrie and Clark,
Clark;

139.

Robert Clark
Atty for P. & S.

State of Minnesota
Dist. Court 8th Dist.

Leon Kevly
Joseph Munkle

- vs -

Michael Kemmich

Defendant

His Honor, the Judge, by and
between the parties hereto and
their attorneys that the following
bill of costs be taxed and
entered in the judgment in favor
of said Plaintiff and against
said Defendant.

Plaintiff's Costs \$10.00

Fees per writ " 3.00

Caroline Munkle 4 days attendance 4.00

" " 50 miles travel 3.00

Kemmich Banker 4 days attendance 4.00

" " 60 miles travel 3.60

Shiffs fees in M^d Good Co.

in serving summons & attachment papers. 13.⁶⁰

Costs per the taxed. ^{Shiff & carrier to help} 9.⁴⁰

Emmett Munkle Deft \$50.00

City for Deft

Fifty one & 20/100 dollars,

State of Minnesota
District Court
County of Le Sueur,

Joseph Merske
vs
Michael Hemerich,

Judgment Roll.

Judgment \$738.40

Costs " 51.20

Total \$789.60

Filed April 15th A.D. 1894.
Gehrayentrubel
clerk

139

Wm. H. Post, Clerk of Court
Charles, Minn.

State of Minnesota
District Court Eighth
Judicial District
County of Carver.

Joseph Munkle
against
Michael Memerich.

Copy of Judgment,

This case came on for trial at a regular Term of Said Court, on the 8th day of April 1894, with a jury duly impaneled, and after due consideration the said jury returned into Court a Verdict in favor of said Plaintiff and against said defendant for the sum of Seven hundred thirty eight dollars and forty cents.

Now therefore, upon Motion of Baxter & Beck Attorneys for said Plaintiff, It is hereby adjudged and the judgment of this Court is that said Plaintiff recover of said defendant the sum of Seven hundred thirty eight dollars and forty cents, and costs taxed at fifty one & 20/100 dollars, and that he have his lawful process therefrom.

Judgment

Costs & disbursements

\$ 738.40

51.20

Total \$ 789.60

Dated April 15th A.D. 1894.

By the Court:

J. H. Grayenbuhl

Clk.

Joseph Munkle

Michael Plummerick

April

Valentin Landgraf

Henry Plank

5 1

John Mey

Henry Fawcett

Henry Schwalbe

Theodore Betting

Charles Eichenmüller

Heinrich van Sloun

Henry Belth

Friedrich Hatter

Off. Wirthmann

August Landt

George M. Schall

Paid April 8th 5

8

paid April 8th 5

8

claim by reason of the facts aforesaid, unless a Writ of Attachment issue; and prays that such Writ of Attachment may be allowed and issued against the property of said Defendant therein, according to the Statute in such case provided; and said Affiant says that no previous application has been made therein for such order, and further saith not.

A. D. 1873.

Subscribed and Sworn to before me, on this *twenty-fifth* day of *November*

Jos Moshle
Ernst Mainline
Notary Public
Winn

District Court.

County of *Warner*

Joseph Moshle
against

Michael Moshle

AFFIDAVIT FOR ATTACHMENT.

To the Clerk of said Court:

On filing the within affidavit and a bond approved by me in the within entitled cause, let a Writ of Attachment issue as within prayed.

Dated *December 4th* 187*3*.

A. G. Chaffield,
Judge of said Court.

Filed *December 4th* A. D. 187*3*.

G. H. Moshle
Clerk of said Court.

Robert L. Lee
Plaintiff's Attorneys

D. Easley, Printer.

-139-

State of Minnesota,
County of Carver }

No. 32.

District Court.
Eighth Judicial District

Joseph Merkle
against

Affidavit for Attachment.

Michael Hemmerich

STATE OF MINNESOTA,
County of Carver }

Joseph Merkle came

before me personally, and being first duly sworn, doth say, that he is

said Plaintiff in the above entitled action, which is brought for the recovery of money, and a summons has been issued therein.

That a cause of action exists against the Defendant, and in favor of said Plaintiff therein, and the amount of said Plaintiff's claim therein is Eight hundred and twenty four and 00/100 Dollars, and the ground thereof is as follows, that is to say: The same is upon a promissory note made and executed in writing and delivered by said Defendant to said Plaintiff on the 21st day of November 1889 and bearing date of that day, payable within two years after the date thereof with interest at the rate of ten per cent per annum. The amount of which said note is Six hundred and sixty five and 00/100 dollars.

And that the said Defendant has assigned, secreted and disposed of his property with intent to delay and defraud his creditors.

And said Affiant doth depose and say, that said Plaintiff is in danger of losing his said

State of Minnesota,

County of Carnar } ss. C. H. Linn and
J. A. C. Flood came before me personally, and
being by me first duly sworn, doth say, each for himself, that he is the surety above named; that
he is a resident and freeholder of and in this State of Minnesota, and worth the amount of
two hundred and fifty Dollars, specified in the foregoing
Bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

Subscribed and Sworn to before me, on this
A. D. 1873.

23d December
1873
Washburn
Ernest Hauke
Notary Public
Minn.

District Court.

Carnar County

Joseph M. W. B. L.

AGAINST

Matthias Hennrich

BOND FOR ATTACHMENT.

I hereby approve the within Bond and the
sureties thereon.

Dated 23d December
1873
A. D. 1873.

23d December 1873
Washburn
Ernest Hauke
Notary Public

Baptist
Plaintiff's Attorney.

State of Minnesota, }
County of Carron } ss.

District Court.
Eighth Judicial District

Joseph Murkle
vs

Michael Hemmerich

Bond for Attachment.

Know all Men by these Presents, That we Joseph Murkle of Carron
wood in the county of Carron in the state of
Minnesota as principal, and C. H. Linaw and
J. C. Flood of said county as sureties are held and firmly bound unto
Michael Hemmerich defendant above named
in the sum of two hundred and fifty --
Dollars, to be paid to the said Michael Hemmerich
for the payment whereof, well and truly to be made, we jointly and severally bind ourselves, our
heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated this twenty fifth day of November
A. D. 1878.

The condition of this obligation is such that, whereas the above named plaintiff ha duly
applied for a Writ of Attachment against the property of said defendant in this action, according
to the statute in such case provided.

NOW THEREFORE, if the said Defendant recover judgment, if the plaintiff shall
pay all costs that may be awarded to the defendant and all damages which he may sustain by
reason of the attachment, not exceeding the penalty of this Bond, then this obligation shall be void,
otherwise of force.

In testimony whereof, we have hereunto set our hands and seals on this twenty fifth
day of November A. D. 1878

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Ernest H. Martin
Charles G. Healgren

Jos. C. Beeble [SEAL]
C. H. Linaw [SEAL]
J. C. Flood [SEAL]

State of Minnesota, }
County of Carron } ss.

Be it Known, That on this twenty fifth
day of November A. D. 1878, came before me personally Joseph Murkle
C. H. Linaw and J. C. Flood
to me well known to be the same persons who executed the foregoing Bond, and they severally
acknowledged the same to be their own free act and deed.

State of Minnesota
County of McLeod
I hereby certify and return that I did
on the 12th day of December 1870 by virtue of the writ of
writ of attachment, levy on and attach the real estate hereinafter
described situated in said county and state of Minnesota
as the property of the within named defendant Michael
Hemmerich. Trinit. The North west quarter
of section One in Township 117 of Range 28
according to United States Government Survey
Dated Dec. 12th 1870 J. S. Swieright
Sheriff

By C. T. Thompson
Deputy

County of McLeod. I hereby further certify and
return that I did on the 20th day of December
1870 at the town of Keokuk said county, serve
a certified copy of the writ of attachment and
the foregoing return on the within named Michael
Hemmerich by leaving ~~at his~~ and serve the same
~~with~~ at his residence with his wife personally

Dated Dec. 20th 1870
Jus making levy \$1.00
Filing copy with Reg. 1.00
Regarding same 1.00
Serving copy on def. 1.00
40 miles travel \$4.00

J. S. Swieright
Sheriff

By C. T. Thompson
Deputy

District Court,

County of Warren

Joseph Wendt

vs

Michael Hemmerich

WRIT OF ATTACHMENT.

Issued December 4th 1870

Wybrayenbuhl

Clerk.

Returned April 14th 1874

Wybrayenbuhl

Clerk.

139

Printer & Clerk

Plaintiff Attorney.

Printed and for sale at the office of the St. Paul Pioneer.

State of Minnesota,
County of Carver

DISTRICT COURT,
Eighth Judicial District.

Joseph Munkle
against
Michael Hemmerich.

Writ of Attachment.

STATE OF MINNESOTA,
County of Carver, ss.

The State of Minnesota,
To the Sheriff of the County of Carver, GREETING:

Whereas, in the above entitled action, which is for the recovery of money, an application has been made by Joseph Munkle the Plaintiff, for a Writ of Attachment against the property of Michael Hemmerich

defendant therein, and to that end an affidavit has been made and filed, showing that a cause of action exists against such defendant, specifying the amount of the claim and the ground thereof; and that the defendant has assigned secreted and disposed of his property with intent to delay and defraud his creditors and the bond in such case required by law, has been duly filed, and such Writ has been duly allowed.

Therefore, You are hereby commanded and required to attach and safely keep all the property of said Michael Hemmerich within your County, and not exempt from execution, or so much thereof as may be sufficient to satisfy the said plaintiff demand, (which amounts to the sum of Eight Hundred and twenty four and no/100 Dollars as appears by the Complaint in said action,) together with costs and expenses, and that you proceed hereon in the manner required of you by law.

Witness the Honorable A. G. Chatfield Judge
of the District Court aforesaid, at Chaska
this Tenth day of December in the
year 1878.

Georgienbuhl Clerk.

No.

789

DISTRICT COURT,
CARVER COUNTY, MINN.

Joseph Merkle
Plaintiff.

vs.

Michael Hemerick
Defendant.

Baxter & Beck
Plaintiff's Attorney.

Ernest Hainlein
Defendant's Attorney.

Date of Entry Dec 4th 1873

Register of Actions "A" Page 139

Term Tried April General 1874

Judgment for Plaintiff.

Amount of Judgment \$ 789.60

Date of Judgment April 15th 1874

Judgment Book Minute Record "A" Page 361

Default Judgment Book Page

Date of Docketing Apr. 15th 1874

Judgment Record "A" page 186-