



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

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No. 802

DISTRICT COURT,
CARVER COUNTY, MINN.

C. Aultman & Co
Plaintiff.

vs.

Daniel Foley
Defendant.

Plaintiff's Attorney.

Baxter & Beck
Defendant's Attorney.

Date of Entry February 24th 1874
Register of Actions A Page 192.

Term Tried 1.

Judgment for Defendant.

Amount of Judgment \$20.60

Date of Judgment May 5th 1874

Judgment Book Page 367

Default Judgment Book Page

Date of Docketing 1876 1

Command Pleas
Harrison County

C. A. Aultman Treas

- 45 -

Daniel Folsy

Demanded

Copy mailed July 30
1874.

J. A. Aultman & P. A. Aultman
Atty for Debt

State of Minnesota } County of Carver
Annexed County } Pleas.

to Shuttman & Co.

-2- } Annexed. "H"

Daniel G. G. G.

To W. E. Hale Esq.

Atty for Pleas. do hereby take
notice that the defendant in the above
entitled action hereby demands that said
action be transferred to and be tried
in the County of Carver Minnesota
the Co. wherein the same defendant
Daniel G. G. resides and in which said
defendant did reside at the commencement
of this action

January 29th 1874

Shuttman & Co.

Atty for def

District Court
Hennepin County.

C. Attman Rec.

- 45 -

Daniel Foley.

Demand of Charge of
Vnuw.

Due service of the
within admitted this
27th day of January 1874

W. E. Hale
Atty for Plaintiff
Minneapolis

State of Minnesota
Dist Court 4th Dist
County of Hennepin
C. Suttman vs.

vs.

Demand.

Daniel Holy.

L. W. C. Hall Esq.

Atty for Plaintiff, Sir, You will take notice
that the defendant in the above entitled
action hereby demands that said action be
transferred to and be tried in the County of
Harris Minnesota, the County wherein the
said defendant Daniel Holy reside, and
in which said defendant did reside at
the commencement of this action.

Baxter and Pick

Attys for deft.

State of Minnesota } Court of Common Pleas.
County of Hennepin }
C. Aultman Sec. }

- vs -
Daniel Foley }

County of Henn. &c. Daniel Foley being
duly sworn says that he is the defendant
in the above entitled action, that he
is and for fifteen years last past and
all of said time has been a resident
of Hennepin County Minnesota that he has
resided in said Hennepin County at the
time of the commencement of this action
that said Plaintiff resides in the
State of Ohio and was not at the
commencement of this action or at any other
time a resident of said State of Minn.
that he has father and family
that he has defense and the grounds
thereof in said action to his attorney Messrs.
Burt & Allen who reside at Ancker
that after such statement he is informed
by them that he has a good and
proper defense to said action
upon the merits thereof which this
affiant verily believes to be true
Subscribed and sworn to } Daniel Foley
this 2^d day of Feb. 1874. }
J. H. Sawyer Justice Peace

³¹⁶
Hennepin County
Common Pleas.

C. Acuttman vs

- vs -

Daniel Goly.

Nottingham.

Filed Feb 10th 1874
(G. W. Weymouth Clerk)

Leave service of the
within admitted this
day of Jan. 1874
192

Atty for Plaintiff.

Filed Feb 14th 1874

D. W. Albough Clerk
By J. Davenport Deft

Baxter & Pacts
Attys for Deft

"6"

State of Minnesota } Court of Common
County of Hennepin } Pleas
6 Auttman vs. }

"6"

- vs -
David Holt,
County of }
Hennepin }

"6"

H. J. Peck being duly sworn says
that he is one of the attys for the
defendant in the above entitled action
that he knows said defendant, that he
is a householder and probator and
resides with his family in Hennepin Co.
Minn. and has so resided all the time
for a number of years past. That on
the 30th day of January 1874 he did serve
the demand in writing ^{made} attached
upon the atty. of said Plaintiff, by mail,
properly enclosed in an envelope in the
City of Chaska Hennepin Co. Minn. and depositing
in the post office a true copy of said demand
addressed to W. E. Holt atty at Law in
the City of Minneapolis the residence of said
attly. that this defendant resides at said
Chaska aforesaid, that said demand was
made long prior to the service of the
summons in this action.

Subscribed & sworn } H. J. Peck
this 1st day of Feb. 1874 }
at Wraymuhl, Minn. }
Charles Wraymuhl, Clerk of Court

316
Court of Common Pleas
Henriepin County

L. Aultman & Co

Samuel Foley

Order changing
Place of trial

Filed Feb 10th 1874
Wm. H. Hagenbuhl
Clerk

Filed Feb 14th 1874

D. W. Albough Clerk
By J. Davenport

194. Deft

State of Minnesota
Hennepin County - Court of Common Pleas

B. Aultman & Co. } At Chambers Feb. 9th 1874.
Daniel F. Holy }

This cause came on to be heard on motion of defendant to change the place of trial, to Carver County in said state. It appearing that Plaintiff is a foreign Corporation, and that defendant is resident of said Carver County, the motion must prevail. The fact that Plaintiff has an office at Minneapolis does not constitute it a resident of Hennepin County within the meaning of Sec 40 Chap. 66 of the general Statutes. See International Life Ins. Co. vs. Southland 14. Abb. Reports 240 = also 11 How. 149 & 17 How. 543 = The former case cited is directly in point = It is therefore ordered that the place of trial of said action be changed to Carver County in the state of Minnesota to be tried by the District Court therein and the Clerk of this Court is hereby directed to transmit the papers herein to the Clerk of said District Court =

A. N. Young
Judge

State of Minnesota
Court of Common Pleas
Hennepin County,

C. Gultman & Co
vs

Daniel Fuly,

Transcript.

Filed Feb 21st 1874.
Chas. Gayentbuhl
Clerk

192

State of Minnesota }
County of Hennepin } Court of Common Pleas,

C. Aultman & Co }
vs }
Daniel Foley. }

I, Daniel W. Albough Clerk of the
above named Court do hereby certify and
return unto the Clerk of the Court of the
County of Carver, and state that the
motion papers and Order for "Changing
place of trial" are the only papers on file
in this Cause, and the same are herewith
returned as per order herein.

In testimony whereof I have hereunto
set my hand and affixed the Seal of
Said Court this 19th Day of February
A.D. 1874

D. W. Albough
Clerk

Folio 1

State of Missouri
Court of Common Pleas
Harrison County.

C. Suttman vs.

- vs -

Daniel Folsy.

} Answer.

The Defendant in answer to the Com-
- plaint of the Plaintiff, in the above
entitled action states and shews to this
Court, that he denies each and every
allegation and statement in said Complaint
contained not himself expressly admission
or qualification. And Defendant admits the
execution and delivery of the note, referred
to in said Plaintiff's Complaint.

And said Defendant further answering
over, that said promissory note, was
obtained from this Defendant by said
Plaintiff by fraud and without any consi-
- deration whatever, and that this Defendant
never at any time gave or received any
consideration for said note, or either of them,
Defendant further answering over, that on the
8th day of August 1872, in said County of
Cass he entered into a contract to and with the
said Plaintiff for the purchase of and did
sell him and the purchase of said Plaintiff
a Reaping and Mowing machine known

as the Buckeye Reaper and Mower, for
and at the agreed price of one hundred
and eighty dollars. That as an inducement
to and to induce this defendant & purchaser
said machine said plaintiff warranted
representation and status to this defendant

" 3 That said machine as a Reaper and
Mower was in good condition, that it would
do good work, and give perfect satisfac-
tion. Whereas in truth and in fact said
machine would not work and was worthless and
of no value whatever all of which was at
the time of said sale well known to this plaintiff
That relying upon such statements and repres-
entations of said plaintiff, so made as aforesaid
and not otherwise this defendant made and
delivered to said plaintiff, the notes as
as aforesaid ^{in part payment for} referred to the said Complaint,

defendant further says that a short time
after said sale and the making of said
notes, he notified said plaintiff, that said
machine would not work and that
it was worthless and duly and immediately
upon discovering said worthlessness of said
~~delivered~~ ^{and} ~~machine~~ return said machine to said
plaintiff and delivered the same to said
~~of~~ plaintiff who ever since and now
has the same in his possession.

Wherefore defendant demands judgment that

the action see dismissed with costs

Baxter & Piers

Attys for respd

County of *Harrison*
County of
 DISTRICT COURT.

Plus ~~Judicial District.~~

L. Aultman Les

AGAINST

Lemuel G. Holley

Arthur and

Affidavit of Verification by Party.

Secu Service of the
 within admission this 5th
 day of Feb. 1874
 W. E. Heston
 Atty for Plffs.

Benton & Piers
attys. Attorney.

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

Filed April 4th A.D. 1874
Guthrie & Co. Secy.

State of Minnesota, }
County of Levee } ss.

Daniel Goly

being duly sworn, doth depose and say, that he is Defendant
in the action in the foregoing Amended entitled, and
that the said Amended 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 2 day of Feb. A.D. 1876

Daniel Goly

W. A. Sargant
Justice of the Peace

Dist. Court
Barren County,

to Aultman & Co

— 12 4 0

Daniel F. Foy.

Noting Notion.

Baxter & Piers
Atty for Depts.

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

C. Aultman Rev.

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Notice of motion.

Daniel Foley.

Sir - You will take notice that
upon the copy of Court Minute served
upon the answer and upon all the
papers on file with the Clerk of the
Dist. Court of said County, ^{in said action} and upon
the affidavit a copy of which is herewith
served a motion will be made before
said Court. at the Court Room in
Chaska in said County on the 6th day
of April 1874 at the opening of the
Court at 10 o'clock A.M. or as soon
thereafter as counsel can be heard
for an order dismissing said action
for the following reasons to-wit:

1. Because said Plaintiff is and was
at the time of the Commencement of the action
a non resident of the State of Minnesota
2. Because said Plaintiff ^{has not before the service of} ~~has not~~ filed
a bond or security for costs as provided
by law.

To W.E. Hale
Atty for P^{ty}.
Chaska Minn.

Baxter & Packer
Atty for Defendant
Chaska Minn.

the defendant in said action

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

vs. Suttman & Co.

Daniel Foley,
County Clerk } av.

H. J. Peck being duly sworn says
that he is one of the attys for the defendant
in the above entitled action, that said
Cause was commenced in the County of
Common Pleas in the County of Humphreys Minn.
and by order of the Judge of said Court
changed for trial to the County of Comm.
That said Plaintiff is not and was
not at the commencement of this action
a resident of the State of Minnesota
but resides in the State of Ohio.

That no bond or other security was
before the service of the summons in said
action filed with the Clerk of the Court
of said Common Pleas nor has said
Plaintiff at any time filed any security
for the costs with the Clerk of the said
Court of Common Pleas or with the Clerk
of this Court, in said County of Leavitt.

Subscribed and sworn to } H. J. Peck.
to this 10th day of March 1874. }
G. W. Grayson, Clerk of said Court }
Leavitt County Minn.

State of Minnesota }
 County of Hennepin. }
 H. J. Peck being
 duly sworn says that he is one of the
 attys for the defendant in the above entitled
 action that that W. E. Heale of Minneapolis is
 the atty for the Plaintiff therein, that on the
 11th day of March 1874 this affiant did serve
 the within notice & affidavit upon the said said
 attys for Plff. by mailing at Chaska the residence of
 of this affiant a true copy thereof together
 enclosed in an envelope directed to said atty
 at Minneapolis; and paying the postage thereon that
 there is a daily mail between said Chaska & said
 Minneapolis.
 Robert W. Smith
 H. J. Peck.

This 1st day of April
 1874 L. L. B. for
 Notary Public
 County of Hennepin

Dist. Court
 Hennepin County
 Chaska

- 25 -
 Daniel Foster,
 Notary Public and
 affidavit

28

John H. Peck & Co. Attys
 for Plaintiff
 Chaska

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Baxter & Peck
 attys for Peck

State of Minnesota
District Court
County of Carver.

G. Cullman & Co.

vs
Daniel Foley.

Under a Court
for Dismissal.

Filed, April 6th AD 1874
G. H. Hays Clerk
Soluble

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State of Minnesota
County of Hennepin
First Court & said
C. Sutherland

- 25 -

Daniel Foley,

} Order.

This case came on to be heard
upon motion to dismiss the
action for want of security for
costs on the part of the Plaintiff
and after hearing Baxter & Peck
for the motion there being
no appearance on the part
of the Plaintiff it is ordered
that said action be dismissed
with \$10. costs to be paid by
the Plaintiff.

Amshu April 6th 1874,

By the Court,

A. G. Chaffield,
Judge &c

364.

186.

Dist. Court & Dist
Cann. Court, Minnesota
to Sullivan & Co.

...
Daniel Foley, }

vs W. E. Hale

Atty for Pkgs.

You will take notice
that on the 28th day of April
1874 at 10 o'clock in the fore
noon at the office of the
clerk of the Dist. Court of said
County at Chaska an application
will be made for the taxation
of the following bill of costs and
disbursements and the entry thereof
in the judgment in favor of said
defendant and against said
defendant, hereby, in the above
entitled action.

Stature Costs \$5.00

Costs allowed by Court \$10.00

Six affidavits costs 1.50

clerk's fees & taxes - Total \$ 4.10
Boxer & Piers 20.60 =

Atty for deft

State of Minnesota
County of Hennepin } ss.

H. J. Puck being duly sworn
says that he is one of the actors for the Sept Order
above entitled action, that the acts for Sept kind
at Chaska Henn. Co. Minn. and Plaintiff's line
at Minneapolis W. B. Hall, that on the 23 day of
April 1874 this defendant mailed to said W. B. Hall a
true copy of and deposition the same in the
foregoing & before the Justice of the Peace at
Chaska sworn, addressed to said Hall
at Minneapolis Minn.

Subscribed & sworn

This 25 day of April 1874

H. J. Puck.

L. D. Bayler
Notary Public
Hennepin County

Lewis Lewis
Lenn Lewis
Ladellina & Co.
- ss.

James Foster.

John of Foster

Frederick

Baxter & Puck
Acts for Sept.

23rd, received April 23
/74.

Filed, April 25 1874
Gibson & Co.
Attorneys

192.

State of Minnesota
District Court 8th
Judicial District
County of Carver.

C. Kutzman & Co
Against
Daniel Foley.

Copy of Judgment.

This case came on to be heard at the General Term of this Court, April 1st 1874. upon motion to dismiss the action for want of security for costs on the part of the plaintiffs, and after hearing Baxter & Peck for the motion there being no appearance on the part of the plaintiffs, Court ordered said action to be dismissed with Ten dollars costs.

Now Therefore upon motion of Baxter & Peck Attorneys for the defendant, it is hereby adjudged and determined that said action be dismissed and that said defendant recover his costs and disbursements in said action & motion taxed at the sum of Twenty dollars and Sixty cents, and that he have this Judgment in favor thereof.

Dated, May 5th A.D. 1874.

By the Court.

G. Wrayenbuhl
Clerk.

State of Minnesota
District Court
County of Carver,

C. Hartman & Co.
Against
Daniel Fuly,

Judgment Roll.

Judgment in favor of
Deft for costs \$20.00

Filed May 5th A.D. 1874,
Edw. Mayentahl
Clerk

192.

Baxter & Co. Attorneys for
Deft. Charles Minn.

No. 802

DISTRICT COURT,
CARVER COUNTY, MINN.

C. Aultman & Co

Plaintiff.

vs.

Daniel Foley

Defendant.

Plaintiff's Attorney.

Baxter & Beck

Defendant's Attorney.

Date of Entry

February 2nd 1874

Register of Actions

A

Page 193.

Term Tried

1

Judgment for

Defendant

Amount of Judgment

\$20.60

Date of Judgment

May 5th 1874

Judgment Book

Page

367

Default Judgment Book

Page

Date of Docketing

1

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No. 803

DISTRICT COURT,
CARVER COUNTY, MINN.

James Schumacher
Plaintiff.

vs.

Harace Ripel
Ripel
Defendant.

Baxter Peck
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry February 18, 1874
County
Register of Actions A Page 191

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 202.17

Date of Judgment March 11, 1874
Minute Record A Page 358

Default Judgment Book Page

Date of Docketing March 11, 1874

Judgment Book Page 184

State of Missouri, I hereby certify, and declare that
County of Boone. 3^d. by virtue of the within writ I
did on the 20th day of Feb. 1874 buy upon
all the right title and interest of certain
named defendant in and to the following
described land situated in said County,
the N W 1/4 of Sec. 7. T. 115. R. 25 also the
S W 1/4 of S W 1/4 of said Sec. 7 & W 1/2 of S W 1/4
Sec. 18. T. 115. R. 25 and at the same time said and do hereby
dissevered a line of the within out & beyond being.

J. B. D. Sheriff
of Boone County
By W. S. Sprenborn, Deputy

Gravel travel # 2.20
Service 1.00
Notes etc 1.00
Total with Request # 4.20

N W 1/4, Sec. 7, T. 115. R. 25 =

136. acs.

District Court,

County of *Garner.*

James H. Hume Junr.
against
Horace Russell

WRIT OF ATTACHMENT.

Issued February 19th — 1874.

G. W. H. H. H.
Clerk.

Returned March 2nd 1874

G. W. H. H. H.
Clerk.

L. H. H.

Baxter and Peck

Plaintiffs Attorneys

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

Sent a February 20.

State of Minnesota,
County of Carver

DISTRICT COURT,
Eighth Judicial District.

James Slocum Junr.
against
Horace Russel.

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 James Slocum Junr. the Plaintiff, for a Writ of Attachment against the property of Horace Russell

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 is about to assign and dispose of his property with intent to delay and defraud his creditors and especially this plaintiff 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 Horace Russel 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 One hundred twenty six & 50/100 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 H. G. Chatfield Judge
of the District Court aforesaid, at Chaska
this nineteenth day of February in the
year 1874.

G. W. Ryant Clerk.

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. 1874,

Subscribed and Sworn to before me, on this

H. J. Peto
Eighth day of February
G. H. Cronenbuhl
Clerk District Court
Marion County, Mo.

Court.

Sustained

County of

Marion

James H. H. H. H. H.

against

Marion H. H. H.

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

Feb. 19

1874

W. S. Cronenbuhl
Clerk of said Court

Filed

Feb. 19

A. D. 1874

G. H. Cronenbuhl
Clerk of said Court.

Plaintiff Attorney.

B. H. H. H. H.

D. H. H. H. H.

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1874

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State of Minnesota,
County of Le Sueur }

No. 32.

District Court,
8th Judicial District

James Sloane for

against

Horace Russell

Affidavit for Attachment.

STATE OF MINNESOTA,
County of Le Sueur }

H. J. Peto came

before me personally, and being first duly sworn, doth say, that he is one of the
attorneys for the 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 One hundred and twenty
six and fifty one hundredths and interest from August 6th 1873.
Dollars, and the ground thereof
is as follows, that is to say: upon account stated of \$24.

and goods wares and merchandise sold and
delivered to debt by Plaintiff from the 4th day
of January 1872. until August 6th 1873.

And that said Defendant is about to assign
and dispose of his property with intent
to delay and defraud his creditors and
especially the Plaintiff.

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

STATE OF MINNESOTA, }
County of Cann } ss.

Be it known that on this nineteenth day of February
A. D. 1874 came before me personally James Slocum Jr and
Robert Elliott

to me well known to be the same persons who executed the foregoing Bond, and each severally acknowledged the same to be his own free act and deed.

STATE OF MINNESOTA, }
County of Cann } ss.

and Robert Elliott upon oath doth say, each for himself, that he is
one of the sureties above named; that he is a resident and freeholder of and in the 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.

Sworn to and subscribed before me this 17th
day of February A. D. 1874

Friedrich Heffner
Judge of the Peace

Friedrich Heffner
Judge of the Peace
James Slocum Jr
Robert Elliott

Verdine Court.
County of Cann.
James Slocum Jr
Nathan Ruppel

BOND FOR ATTACHMENT.

I hereby approve the within Bond, and the sureties thereon.

Dated Feby 19 A. D. 1874

Wm Scriver
Cann Commissioner

John J. Bergman 19th Feb 1874
Wm J. Bergman Attorney

Plaintiff's Attorney.

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STATE OF MINNESOTA, }
County of Cann } ss.

District COURT
Cann Co. 8th dist

James Bloom Jr
- vs -
Horace Russel

Bond for Attachment.

Know all Men by these Presents, That I James Bloom Jr as
principal and Robt Elliott
as sureties
are held and firmly bound unto Horace Russel

defendant
in the above entitled action, in the sum of Two hundred and fifty Dollars,
lawful money of the United States, to be paid unto the said Horace Russel
his

heirs, executors, administrators or assigns, for which payment 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. Dated this Seventeenth day of February
A. D. 1874

The condition of this obligation is such, that WHEREAS, the above-named plaintiff has 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
day of February A. D. 1874

Signed, Sealed and Delivered in presence of

Frederick Hoffmann
Ch. Emerson

James Bloom Jr.
Robert Elliott

SEAL.

SEAL.

SEAL.

State of Minnesota }
 County of Carver } I hereby certify and return
 that at the village of Leaska in said County
 & State, on the 18th day of February A.D. 1894.
 I served the within summons upon the within
 named defendant, by reading the same
 to him & also by handing to & leaving with him
 a true copy hereof.

My Fees. Service \$ 1.00
 Copy 15
 Mileage Travel 2 miles 20
 \$ 1.35.

J. E. Du Toit
 Sheriff Carver Co
 Minn.

STATE OF MINNESOTA,
 County of *Carver*

District Court,
 8 Judicial District.

James Bloem Jr
 -vs-
Jonas Rasmussen

SUMMONS.

Giles, March 11th 1894.
Ed. W. W. W. W. W.
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Walter & Pech
 Attorneys.
Plaintiffs

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

STATE OF MINNESOTA,

DISTRICT COURT,

County of *Cann*

ss.

8th

Judicial District.

Jamus Hocum Jr

-75-

Horace Russell.

SUMMONS.

THE STATE OF MINNESOTA,

To the above named Defendant.

You *Horace Russell* 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 *Chaska* in said County, and to serve a copy of your answer to the said complaint, on the subscriber *Sat* *Chaska* office in *Chaska*

in the County of *Cann* 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 One hundred and seventy six dollars and fifty cents. (\$176.50) with interest thereon since the 6th day of August 1883.*

Dated _____ A. D. 1887

Proctor & Peck Plaintiff's Attorney.

Chaska Minn.

John 1

State of Minnesota
Said Court 8th said
County of Carver.

James Belocum Dr

-vs-

Horace Rusal

Complaint

The Plaintiff for complaint in the above entitled action states and shows to the Court; That all the time for the past five years said Plaintiff has been and still is a merchant residing in said County and all of said time doing business at that place.

That hereupon to wit for a long time prior to the 4th day of January 1872, the said Plaintiff and Defendant had done business together. That on said 4th day of January 1872, the said Plaintiff and Defendant had a settlement and accounting together, that upon such settlement and accounting it was found and there was due and owing this Plaintiff from said Defendant the sum of thirty four dollars and twenty eight cents (\$34.28) which said Defendant promised to pay. That the same was then upon account stated. That from and since the said 4th day of January 1872, at the special instance and request of said Defendant the said Plaintiff sold and delivered to and furnished the said Defendant

goods, wares and Merchandise up to and
until the 6th day of August 1873. as per
true bills, attached marked exhibit "A"
and made a part of this Complaint, that
said goods, wares and Merchandise to form
-issue as ofore said, ^{and account value} amount in all to the
sum of (\$ 244.30) two hundred and forty
four dollars and thirty cents. That no part
has been paid except the sum of sixty seven
dollars and eighty eight cents \$67.80. which
said sum was paid between the said 4th
day of January 1872. and the 6th day of August
1873. That there is due and owing this Plaintiff
the sum of (\$ 186.50) one hundred and seven
ty six dollars and fifty cents and interest
thereon since said 6th day of August 1873.
Wherein Plaintiff demands judgment
against said Defendant for the sum
of \$176.50 and interest thereon since
the 6th day of August 1873. with costs
of suit

Proctor & Bell
Attorneys at Law.

Dated Feb. 17/1874.

1872	And book forward	91.51
May 7.	2 1/2 yds Cloth ¹³⁰ 100 2 1/2 yds Stripes ¹³ 25 Thread 5. apples. 00 Sugar 100	5.18
"	Coffin 50. Rice 50. 1/4" Nutmeg 35. 4 Bowls ¹⁰ 10 3 Butter ¹⁵ 15	2.20
9. 10	6 Balls Cotton 75. 1 fork 1.00 1 pr shoes Girl 2.25 pr soap	4.00
"	2 Combs 50 1/2" Powder 25. 2 yds mus ⁸⁶ 18 Buckets 10	1.06
14.	Tobacco 50. 1 Box Eye salve 25.	.75
17.	1/2" Tea ¹³⁰ 130 Coffin 50. seeds 20. 1" starch 15	1.75
18. 24.	1 Hat ¹²⁵ 125 1 Churn 10. 1" Fat 13. 1" Fat 40 1" Fat 10	1.98
27. 29. 31.	Sugar 100. Coffin 50. Fat 10. Camphor 40. 1/2 yds Shirts 38	2.63
June 3. 5.	4 Bot Garg oil 25. 1 Bot Lard Oil 50. 1 yds Cal 113. 1 Drill ²⁰ 20	2.08
7. 10.	3 ²⁷ Oats ¹¹⁴ 40. 1 yds 5. 1" Fat 40. 3 packs ¹³⁵ 45 1 Bell Strap ¹⁵ 15	3.39
12.	2 ²⁴ 1/2" ¹¹⁰ 40 1 yds Corn ⁵⁰ 45 Blacking 10. 1 Bot Garg oil 25	1.95
14. 8.	1 Box M Gums 25. 1 yds Canvas 1/2. 1 Butter Bowl 50 2" Fat 25. 1 yds ⁵⁰ 50	1.69
22. 26.	Sugar 100 1 yds Shirts 15. Soap 10. Fat 10 2 ²⁵ Oats ¹¹² 40	2.47
27. 29.	2 yds mus 25. 1 yds Lining 30. Thread 5. Paper 15	6.5
29	Fat 10. 1 Box Mat 25 Alcohol 40. July 1. Stamp 3. Fat 20	9.8
July 1.	9 3/4 Mus 1.75 2 1/2 yds Duck ⁸² 32 1/2 Crank ²⁰ 20 Hat 30 Fat 20 ^{Sugar 100}	5.04
11. 15. 18.	Ginger 20. 2 1/2 Oats ⁹⁴ 40 10" Nails ⁸⁰ 8 Machine oil 30	21.24
20. 25. 27.	Churn 10. Sugar 100. 1 Bot Oil 15. Churn 10	1.35
Aug 1. 3.	1/2 Sal oil ²³ 40 3 Mus ⁵⁴ 18. 1 Hat 35. Paper 10. Coffin 50.	1.72
8. 10.	2 yds Lining ⁴⁰ 40. Sugar 100. apples 60. 2 Braille fingers 40	2.40
15. 16	1" Fat 40. 1/2 Tea 90 1 Bot Pain Kether 25. 3" Fat 25	1.80
22.	1 Gal Sy 100 Sugar 100 Card 50. apples 35. 1 Gaulern ⁴⁰	3.55
24. 27	1/2" Tea 90. Coffin 100 1" Fat 40. Tea 40	2.70
Sept 3.	Sugar 200 4 yds Lining ¹³⁰ 32 2 1/2 Oats 97. Oats 35.	4.62
7	1/2 Gal oil ²⁰ 40 1/2 Candles ¹⁰ 20 1/4 Tea 40 Sugar 100	1.70
9.	Sugar 100 1 Gal Sy ⁴⁰⁰ 10 2 1/2 yds Flannel ¹³⁸ 55 Wick 20. Corn ⁴⁵	7.03
12. 14.	Fat 10. 1 Corn 50. Fat 10. apples 10 Corn 45. 3 1/4 Tea ¹¹³ 50	2.43
		160.85

Horace Russel

To James Stocum Jr

NY.

1877

Jan 4.	To Bal Settlement		34.28
6.	2 Gals Symp ¹⁰⁰ 1/2 Gal oil 1/2 1 st Sea 1 st Coffee 50. apples 60. Wick 10		5.36
10. 12.	1 Bucket 25. apples 50. 1/2 lb 20 1 st Gal 13. 1/4 lb 1 st Caud 30.		1.38
	Marking & acknowledging release		50
16. 17. 18.	1 Churn 10. 1/2 Gal oil 45. Sugar 100. 2 Eggs 10 1 Box Raisins.		1.75
19. 25.	1 st Tob 20. 1/2 Tob 20. 1/4 Tea 45. 2 yds cloth 55		1.95
July 14. 15.	1/2 Gal Sy 100 2 nd Gal 25. 1 st Shippen 70. 1 st Tob 40		2.00
17. 21.	1 Gal Sy 100. Sugar 50. <u>Schubert</u> <u>A</u>		1.50
18.	2 yds cloth 1/2 Gal oil 45 Bread 25. buttons 5. Sugar 100		2.60
25. 29.	2 Glasses 10. 1 st Tob 40		0.30
Nov 1. 14	2 Churns 30. 1 Bot 1/2 oil 50. Sugar 50. apples 50.		1.80
	1 st Alcohol 20. 1/4 Tob 10 15 th 1 mug 25		50
15. 17. 20.	1 st Tea 160. apples 5. Thread 10. 2 Balls yarn 25		2.20
"	Sugar 50 17 th Beans 40. Pies 10		1.00
26. 27.	1 st Tob 40. apples 10. apples 50. 1 st Tea 30. Broom 35. Bal 13.		2.28
29.	apples 100. Coffee 50. 2 Balls yarn 25. 2 Gals Sy 100 Sugar 100		4.75
30.	Shoe Polish 10. April 1. 2 Box collars 40 1/4 Tob 10		.60
April 3.	5 yds Duck 32 1/2 1 Hat 140. 1 Box wire mesh 25		3.25
4. 6.	1 Bot Balsam 35. 1/4 Tob 10. 1/2 Tea 160 Soap 10		1.35
11.	Matches 25. Wick 10. 1/2 Tob 20. Thread 10. Shoe Sacs 10		.75
16.	1 st Tob 40. 1/2 Bush Beans 88. Soap 20		1.48
17. 18.	Garden seeds 75. 1/2 Tea 160 2 yds Pies 5 1 st Churn 10 Butter 10		12.10
22. 23.	2 Box C Lye 35 3 rd Butter 15. 1 st Gal 13		1.20
26. 27.	1 Gal oil 45 1 Gal Sy 100. 2 Box C Lye 35 Coffee 50 Tob 10		3.05
May 2. 4.	Tob 10. 1 st Tob 40. 6 Plates 50 3 rd C Lye 35 Caps 10. Shoes 15		1.63
	1 st Suspender 60. Goblets 30. 2 Bowls 20		1.50
	Carried forward		91.51

Amel brot up

160.85

Sept 17. 20.	Sugar 1.50 apples 30. alcohol 40. 1 st Tob 40. Pencils 5	21.65
23. 26.	2 nd Oats 91. Sugar 100. Guinness 35 1 st Hare 35. Tea 75. Pills 15. Elastic 15	3.66
30.	Chimney 10. Mat 10. Bot Pine Kettle 25.	.45
Oct 5. 9. 14.	1 st Tob 40. 1 st Hare 45. Coffee 100 Sugar 100 Tea 75. Nails 36.	3.76
"	6 th Nails 8 ⁴⁸ 10 th screws 10. 1 Sette Butts 25	.83
"	14 th w 8 ¹⁵ 1 st Tob 40. 2 Chimney 20.	2.12
21	5 th spikes 8 ⁴⁰ 10 th 8 th nails 8 ⁸⁰ 15 th 3 rd nails 10 ¹⁵⁰	2.70
"	3 26 feet fencing. 218 feet Boards 2 1/2 M Nails	18.18
" 24.	7 th Nails 8 ²⁵ 1/2 gal Oil 40 ²⁰ 10 th nails 8 ⁸⁰ 3 rd Nails 15 ⁷⁵ 25	2.31
26.	soap 10. apples 5. crackers 10. apples 50. Sugar 50	1.25
Nov 1. 4.	1 st Tob 20. Tea 75. Mat 10. 20 th Glass 75 ¹⁵⁰ 1 st Tob 10	2.65
4. 5.	Sugar 50 1 Bot Pine Kettle 25. apples 20. - apples 5	1.00
6. 7.	1 st 2 nd 40 ²⁰ Sugar 100. 192 Alcohol 75. Nails 40 1/2 gal Oil 40 ²⁰	2.55
8. 11. 12.	1 slate 20. 1/2 Tob 20. 1/2 Tea 150. Sal 13. Thread 5	1.33
14. 8.	1 Gal Sy 100 Coffee 50 Sugar 50. apples 50. 1 st Tob 10	2.60
19. 20	Stamps & Paper 80. Thread 25. 1/2 M 25 ³⁰ 1 st Tob 40. Sugar 100 ¹⁰	2.85
21. 23.	1 st Tea 1.50. Rice 50. Buttons 10. 1/2 yds Lamb 19 ¹³⁵ Shoe Bells	3.64
27.	Sugar 100 apples 50 Flannel 63 1/2 gal Oil 40 ²⁰ Mat 25	2.58
29.	Coffee 100 2 nd Sal 25 Mat 25. Cond Powder 25. 1 st Tob 40 ⁴⁰	2.15
30	1 Hat 300 1 Veil 45. apples 10 6 yds Brack 20 ¹²⁰	4.75
Dec 2. 5. 9.	4 yds Cloth 50 ²²⁵ 1 Vase 65. 1 Geography 90. 1/2 Tea 1.50 ⁷⁵	4.55
11. 13. 17	11 th Nails 8 ⁸⁸ 1/2 gal Oil 40 ²⁰ Sugar 100 1/2 Tea 1.50 ⁷⁵ Mat 25. 10. paper 10 ¹⁰ 3.38	3.38
21.	Sugar 50 Coffee 100 1/2 gal Oil 40 ²⁰ Thread 5	1.75
23. 25.	Tob 10. Cond Powder 25. - Bal 25.	.60
26.	1 st Tob 40. 1/2 ⁷⁵ Tea 1.50 Soap 10	1.25
31	1/2 Sal Sy 100 ¹⁵⁰ Sugar 100 Tob 1 ⁵⁰ Coffee 100 Butter 48	5.48
	apples 120 3 3/4 ⁹⁴ Rope 25 4 th Crackers 10 ⁴⁰	2.54
	amt Carried forward	245 11

-mt Prot forward			245.11
1872 Jan 13	Pay	Cash	20.00
Feb 15	w	w	7.79
28	w	Bal	20
w	w	4 ⁹⁰ / ₁₂₈ Cords wood 2 ⁰⁰	9.40
May 21	w	Hauling 1300 ⁺ from Barren @ 25 ^c	3.25
26	w	w 1490 ⁺ Potatoes -	2.50
30	w	w 1490 ⁺ w u	2.50
June 3	w	w 611 ⁺ Butter	1.77
"	w	w 16 ²¹ Bus Wheat	1.63
"	w	w 2 Bbls salt	1.00
"	w	w 1200 Glass	2.40
7	w	Cash	1.33
11	w	Hauling 33 Bushels Wheat	3.30
July 15	w	w 1300 ⁺ Goods @ 20	2.60
Aug 6	w	Cash	20.00
21	w	Bal Chickens	1.00
23	w	42 ¹ / ₂ Chickens 8 ^c	3.40
30	w	Cash	20
31	w	Bal Chickens	63
			<u>84.35</u>
			160.76

1873.	A mil brot forward			2422.54
Jan 19	Sugar 100	Ginger 20		1.20
26	1 st Tea 150	Sugar 100	2 nd Cotton 25 ⁵⁰ 8 yds Cal 1-100 2 nd Meal 20	4.75
27	2 nd Crackers 10 ²⁰	Sugar 100	1 st Sal 13. Cream for 20, Bitters 25	1.78
30	2 nd Coffee 30 ⁶⁰	100 indigo 15	July 1 Sugar 100	1.75
July 4. 5.	Five Crackers 25.	Mat 10	Tea 45. 1 Rake 30	1.10
10. 12.	1 st p shoes 2 ⁵⁰	Sugar 100	Bowls 100	4.50
16. 21	4 yds mus 17 ⁵⁰	2 1/2 yds mus 17 ⁴³	1 Cradle 400	4.93
21	1 Bot Sarsaparilla 1.00	1 Bot P. Killers 25.	1 Box Pills 25	1.50
Aug 6	1 Box Green 25.	1 st Crackers 10.	100 of the Stone 15.	25
				2444.30

April 23.	1 My Cash	20.00	
May 23.	" " H Young	35.00	
24	" Bal Wheat	12.80	67.80
			176.50

1873	Jan 1 st	Balance brot forward	160.76
	4.7	35 ⁶⁰³ eggs Mus 17. sugar 100 $\frac{1}{2}$ Gal oil 40 ²⁰ Thread 25.	7.48
	8.	Balance 45. 1 st Tob 40. 1 st Mbia 1.35 Sack 25. ³ Chick 25.	2.95
	10.14.	2 Rolls Cotton 25. 1 yds Mus 20. Chalk 5.	.75
	16.	apples 100 Pepper 10. Pills 25. Ink 10. Cind Powder 25. ¹¹⁹ alah 21 0	
	18.	Sugar 100 Coffee 100 $\frac{1}{2}$ Tea 25 ⁷⁵ Eggs 20. 3 Gals Sy 80 ^{2.40}	5.35
	23.25.31.	1 st Sal 18. 1 st Starch 15. Wick 5. Sugar 100	1.33
	Feb 1. 18.	Coffee 50. $\frac{1}{2}$ Tob 20. Tooth Brush 25 Pin Holder 1 st Tob 10.	1.40
	25.27.	1 yd Cloves 5. Spice 15. Cinnamon 40. 2 nd Sal 25. Combs 2 nd Sal 25.	3.10
		Coffee 50 1 st Brown 35.	.85
	March 1.	Butter 67. $\frac{1}{2}$ Gal oil 40 ²⁰ Eggs 20. Soap 25. ¹¹ Sheet 1 st $\frac{1}{2}$ Tob 25.	1.67
	4.8.	Tob 10 Cream Tartar 15. Coffee 100 Thread 10	1.85
		$\frac{1}{2}$ Tob 25 Prackers 15. Sacks 10	.45
	12.15.	1 st Pot Hair Viger 100 2 Balls Cotton 25. 1 st Tob 40	1.65
	17. 19.	4 Gal Sy 100 ^{4.50} alcohol 80. Sugar 50. 1 Gal oil 40	5.70
	22. 29	3 rd Nails 8 ²⁴ 1 st Pot Iron 25. 1 cyp 1.50 Sugar 50	2.49
	31.	5 y 8 ⁴⁰ 2 nd Blaus 48	.88
	April 1. 3.	1 st Tob 40. Cal 5 Buttons 49.	.89
		14 ¹⁴³ 4 th Cod fish 10 3 rd yds from 45 Buttons 25 3 yd Chis 15	2.96
	4.5.8.	Alcohol 75 2 nd Pot Iron 15 ³⁰ 4 th Tea 15 ²⁵ Sugar 50	18 0
	16.	1 st Tob 40 Praches 25. 1 st Pot Iron 15. Nails 57. Thread 25	1.51
		$\frac{1}{2}$ Tea 150 ⁷⁵ 3 rd 4 Cod fish 10 ⁸⁸ Sugar 50	16 3
	30.	1 Gal Sy 100 1 st File 85. 2 nd Pot Iron 15 ³⁰	2.15
	May 6.	$\frac{1}{2}$ Tea 150 ⁷⁵ Sugar 100 3 yds Cal 1 st 38	2.15
	Jun 4.	2 nd Raisins 25 ⁵⁰ Coffee 100 Sugar 95. 1 Box cloves 20	2.65
		5 th Praches 10 ⁵⁰ 16 ¹⁶⁸ 3 rd 4 th Ham 10 1 Can Strawberries 30	2.48
	13.	Sugar 100 Tea 75. $\frac{1}{2}$ Starch 15 ⁸ 1 st Phil 1 st Tape 5	4.07
	18.	$\frac{1}{2}$ Gal oil 40 ²⁰ $\frac{1}{2}$ Tea 150 ⁷⁵ 1 Gal Sy 100	1.95
		Amount Carried forward	222.54

Dist Court
Linn County

Jamus Bloom Jr
- vs -
Horace Russell
Complained

Filed, February 18th 1844.
G. H. Gray, Clerk
Clerk.

- 191 -

Baxter & Leck
Attys for Plaintiff

West Canoe
Canoe Canoe.

James H. H. H.
- 25 -

Thomas Russell

Affidavit of no
Answer.

Filed May 11th 1874
J. H. H. H.
Clerk

- 191 -

Boston & Co.
Attest for P. H. H.

State of Minnesota
Dist. Court & Dist.
Beaver County,

James Brown Jr

- vs -

Horace Russell
County of Beaver Co.

H. J. Peck being duly sworn
says that he is one of the attys for the
Plaintiff in the above entitled action
that more than twenty days have
elapsed since the service of the summons
in the above entitled action that there
has been no appearance therein
on the part of said defendant
either by answer answer or
otherwise.

Subscribed & sworn to }
this 11th day of March }

H. J. Peck.

1874.

G. Weyenbuhl
Chas. Weyenbuhl
Barrenham.

State of Minnesota
District Court 4th District
County of Carver

James Hlocum Junr
against
Horace Ruppel.

Copy of Judgment.

This case came on to be heard upon the Complaint and Summons and proof of service thereof, and affidavit of no answer or appearance on the part of the defendant, and it appearing that the said defendant is indebted to said plaintiff in the amount claimed in said plaintiff's Complaint.

Now, therefore, upon motion of Baxter Ruppel attorneys for said Plaintiff, it is adjudged and the judgment of this Court is that said Plaintiff recover of said defendant the sum of One hundred eighty three dollars and eighty seven cents, and costs taxed at eighteen dollars and thirty cents, amounting in all to the sum of Two hundred two dollars and seventeen cents, and that he have his lawful process therefor.

Judgment as claimed	\$ 146.50
Interest from Aug 6th 1893	" 7.37
	<hr/>
	\$ 153.87

<u>Costs.</u>	Statute costs	\$ 5.00	
	Sheriff fees	" 6.55	
	Court Commissioner fees	" 2.00	
	Clerk fees	" 4.75	
		<hr/>	18.30
	Total	\$	<hr/> 302.17

Dated, March 11th A.D. 1894.

By the Court: G. Kraenbuhl
Clerk

State of Minnesota
District Court 4th Dist
County of Carver,

James Hecum Jun^r
vs
Horace Ruppel,

Judgment Roll.

Judgment	\$ 146.50
Costs	" 7.34
	<hr/>
	\$ 153.84
Costs	" 18.30
	<hr/>
Total	\$ 172.14

Given, March 11th A.D. 1874.
Gekrenschke, Clerk
= 191. =

Walter L. Peck, Attorneys
for Plff. Charles. Munn

No.

803

DISTRICT COURT,
CARVER COUNTY, MINN.

James Schenck Jun
Plaintiff.

vs.

Rupel

Harace Rysel
Defendant.

Baxter & Peck
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry February 18, 1874

Count. A Page 191

Register of Actions

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 202.17

Date of Judgment Mar. 1st 1874

Judgment Book Minute Record A Page 358

Default Judgment Book Page

Date of Docketing March 11, 1874

Judgment Record A page 184

No.

804

DISTRICT COURT,
CARVER COUNTY, MINN.

Friedrich Strackebal

Plaintiff.

vs.

Heinrich Schlichting

Defendant.

Frank Warner

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *Feb 21st 1874*
Carver Reg
Register of Actions *A* Page *185*

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

Judgment for.....

Amount of Judgment \$.....

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

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

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

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

assigns, to pay said sum of money above specified, at the time and in the manner above mentioned, together with all costs and expenses if any there shall be, and also in case of the foreclosure of this mortgage, the sum of \$1000 Dollars, as Attorney's fees, in addition to all sums and costs allowed in that behalf by law, which said sum is hereby acknowledged and declared to be a part of the debt hereby secured, and which shall be assessed and payable as part of said debt, and that he will pay all taxes and assessments of every nature, that may be assessed on said premises or any part thereof, previous to the day appointed by law for the sale of lands for Town, City, County or State Taxes, and the said party of the first part further covenants and agrees to pay to the Register of Deeds of said County at his office on the day when the same become due the sum of \$250 when referred to and the said party of the second part agree to receive for the same in writing to said Register of Deeds at his office upon receiving the same at the time and place above specified.

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

Signed, sealed and delivered in presence of

Frank Warner
H. Celis

Witnesses

Ferdinand Brache
Louisa Brache
Mark

State of Minnesota,

County of Carver } ss. I, Be it known
day of March A. D. 1872 personally came before me Ferdinand Brache and Louisa Brache
his wife

to me well known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

And the said Louisa Brache on an examination separate and apart from her husband acknowledged that she executed the said Deed freely and voluntarily without any fear or compulsion from any one.

Frank Warner
Justice of the Peace

Copy MORTGAGE DEED.

Ferd. Brache and Wife

TO

Henry Schlichling

State of Minnesota,

County of Carver } ss.

I hereby certify that the within Mortgage Deed was filed in this office for record on the 20 day of March A. D. 1872 at 9 o'clock M., and was duly recorded in Book C of Mortgages, on pages 336

Frederick Grimmer
Register of Deeds.

By

St. Paul Press Co., St. Paul, Minn.

This Indenture, Made this Windsor day of March in the year of our Lord one thousand eight hundred and seventy two between Ferdinand Thacker and Louisa Thacker his wife of Lake County State of Minnesota part., of the first part, and Wing Publishing of same County and State aforesaid

part., of the second part, WITNESSETH, that the said part., of the first part, for and in consideration of the sum of Three Thousand Dollars, to him in hand paid by the said part., of the second part, the receipt whereof is hereby acknowledged, do., by these presents, GRANT, BARGAIN, SELL AND CONVEY, to the said part. of the second part his heirs and assigns, FOREVER, all that tract or parcel of land, lying and being in the County of Carver and State of Minnesota, described as follows, to-wit: Section 26 of Twp. 115 N. & 12 E. of R. 115 W. Range 10 described as follows to-wit: Commencing at the quarter stake between Section 23 and 26 thence running Southeast 62 rods in a direct line to a point at the intersection of the N.E. 1/4 of Section 26 thence running South 89° 15' E. 11 rods to a point on line between S. 1/2 and N.E. 1/4 of said Section which point bears North 60° 15' E. 11 rods from the N.E. 1/4 of said Section thence North on said line to the place of beginning. Also the E. 1/2 of N.W. 1/4 and the N.E. 1/4 of S.W. 1/4 of N.W. 1/4 and Lot 101 of Section 26 Township 115 Range 10 excluding therefrom the last mentioned 23.11 acres formally deeded to one Charles Thacker and described as follows to-wit: Commencing at a point where the Young America Road intersects the line between Section 26 and 27 and from which the meander corner in said line bears north 13° 15' E. 11 rods and a white Elm N.W. 1/4 W. 75 links thence S 30° E 22.11 corners along the center of the Road to a point on the line between Section 23 & 26 from which the meander corner in said line bears West 6° 15' E. 11 rods and a Maple 30 S 31° E 67 links and a white oak 6 S W. 1/4 W. 11 rods thence West 6° 15' E. 11 rods to the meander corner on East side of Lake in line between Section 23 & 26 thence in a southerly direction along the line to the meander corner by South side of Lake in line between Section 26 & 27 thence South along Section line 13.11 E. 11 rods to the place of beginning containing in all with conveyed herewith 123.25 acres of more or less. Also lot 182 Block 1 in Grant Township excepting and reserving therefrom lot 4 1/2 feet by 52 feet as formally deeded by the Deed to Roger Hall Jan 19. 1874 as the same is recorded in Carver Co. Register of Deeds in Book 6 Page 30

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said part., of the second part, his heirs and assigns FOREVER. And the said Ferdinand Thacker and Louisa Thacker his wife part., of the first part, do covenant with the said part., of the second part, his heirs and assigns, as follows: First, That they, are lawfully seized of said premises; Second, That they, have good right to convey the same; Third, That the same are free from all incumbrances

and Fourth, That the said part., of the second part his heirs and assigns, shall quietly enjoy and possess the same; and that the said part., of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

Provided Nevertheless, That if the said Ferdinand Thacker one of the part., of the first part, his heirs, executors or administrators, shall well and truly pay or cause to be paid to the said part., of the second part his heirs, executors, administrators or assigns, the sum of \$ 250. on the 1st day of January of each and every Year hereafter during DOLLARS, and interest, according to the condition of the mortgage of the said Wing Publishing and it is further provided that upon the Death of the said Wing Publishing of the second part, this Mortgage and all rights title and claim shall and by Virtue of the same shall cease, and this Mortgage become null and void and if the said Wing Publishing of the first part, pay the said sum of 250 dollars yearly until the Death of the said Wing Publishing as before provided

bearing even date herewith, then this Deed to be null and void, otherwise to be and remain in full force and effect. But if default shall be made in the payment of said sum of money, or interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, the said part., of the first part in such case do hereby authorize and fully empower the said part., of the second part, his heirs, executors, administrators or assigns, to sell the said hereby granted premises, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the Statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said together with all costs and charges, and also the sum of 25 Dollars as Attorney's fees, and pay the overplus, if any, to the said part., of the first part, his heirs, administrators or assigns.

And the said

Ferdinand Thacker and Louisa his wife do further covenant and agree, to and with the said part. of the second part,

his heirs, executors, administrators and

Copy
MORTGAGE DEED.

Ferd. Strache and Wife

TO

Henry Schlichting

State of Minnesota,

County of *Carver*

} 88.

I hereby certify that the within Mortgage Deed was filed
in this office for record on the *20*
day of *March* A. D. 1872 at *9*
o'clock *M.*, and was duly recorded in Book *C*
of Mortgages, on pages *556*

Fredrick Griner
Register of Deeds.

By

St. Paul Press Co., St. Paul, Minn.

Copied

This Indenture, Made this Nineteenth day of March in the year of our Lord one thousand eight hundred and seventy two between Ferdinand Tracher and Louisa Tracher his wife of Carver County State of Minnesota part., of the first part, and Henry Schlichting of same County and State aforesaid

part., of the second part, WITNESSETH, that the said part., of the first part, for and in consideration of the sum of Three Thousand (\$3000) Dollars, to them

in hand paid by the said part., of the second part, the receipt whereof is hereby acknowledged, do, by these presents, GRANT, BARGAIN, SELL AND CONVEY, to the said part. of the second part ^{release} ^{and confirm} his heirs and assigns, FOREVER, all that tract or parcel of land, lying and being in the County of Carver

and State of Minnesota, described as follows, to-wit: 5 Acres in N.W. 1/4 of NE 1/4 of Section 26 Town 115 Range 26 described as follows to-wit Commencing at the quarter stake between Section 23 and 26 thence running Southeast by 62 Rods in a direct line to a point 20 3/4 Rods East from the West line of the NE 1/4 of Section 26 thence running Southwesterly 27 Rods to a point on line between S.W. 1/4 and NE 1/4 of said Section which point bears North 6 Rods from the ^{SW corner} NW 1/4 of NE 1/4 of said Section 26 thence North on said line to the place of beginning. Also the E 1/2 of NW 1/4 and the N 1/2 of N 1/2 of SW 1/4 of NW 1/4 and Lot 1st of Section 26 Township 115 Range 26 excepting therefrom from the last mentioned Lot 1st line 100 Acres formally deeded to one Charles Klantic and described as follows to-wit Commencing at a point where the Young America Road intersects the line between Section 26 and 27 and from which the meander corner in said line bears north 13 1/2 Chains and a white Elm 12 N. 1/4 W. 75 links thence N 30 1/2 E 22 1/2 Chains along the center of the Road to a post on the line between Section 23 & 26 from which the meander corner on said line bears West 6.97 Chains and a Maple 30 S 31 E 67 links and a white oak 6 S. 8 1/2 W. 63 links thence West 6.97 Chains to the meander corner on East side of Lake in line between Section 23 & 26. thence in a Southwesterly direction along the Lake to the meander corner by South side of Lake in line between Section 26 & 27 thence South along Section line 13.88 Chains to the place of beginning Containing in all to the conveyed herewith 123 7/10 Acres of land more or less. Also lot 1 & 2 Block 6 in Carver Township excepting and reserving therefrom of lot 1. 25 feet by 52 feet as formerly deeded by My Deed to Ropen Hull Jan 19. 1864. as the same is recorded in Carver Co Register of Deeds in Book 6.

Deeds Page 10
To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging,

or in anywise appertaining, unto the said party of the second part, his heirs and assigns FOREVER. And the said Ferdinand Krache and Louisa Krache his wife part., of the first part, do covenant with the said part., of the second part, his heirs and assigns, as follows: First, That they are lawfully seized of said premises; Second, That they have good right to convey the same; Third, That the same are free from all incumbrances

and Fourth, That the said part., of the second part his heirs and assigns, shall quietly enjoy and possess the same; and that the said part., of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

Provided Nevertheless, That if the said Ferdinand Krache - one of the part., of the first part, his heirs, executors or administrators, shall well and truly pay or cause to be paid to the said part., of the second part his heirs, executors, administrators or assigns, the sum of \$ 250. on the 6th day of January of each and every Year hereafter during DOLLARS, and interest, according to the condition of the natural Life of the said Henry Schlichling and it is further provided That upon the Death of the said party of the second part this Mortgage and all rights title and claim under and by Virtue of the same shall cease and this Mortgage become null and void and if the said party of the first part pay the said sum of 250 dollars yearly until the Death of the second part as before provided

bearing even date herewith, then this Deed to be null and void, otherwise to be and remain in full force and effect. But if default shall be made in the payment of said sum of money, or interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, the said part., of the first part in such case do hereby authorize and fully empower the said part., of the second part, his heirs, executors, administrators or assigns, to sell the said hereby granted premises, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the Statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said - together with all costs and charges, and also the sum of 25 Dollars as Attorney's fees, and pay the overplus, if any, to the said part., of the first part, his heirs, administrators or assigns.

And the said

Ferdinand Krache and Louisa his wife
do further covenant and agree, to and with the said part of the second part, his heirs, executors, administrators and

assigns, to pay said sum of money above specified, at the time and in the manner above mentioned, together with all costs and expenses if any there shall be, and also in case of the foreclosure of this mortgage, the sum of 22 Dollars, as Attorney's fees, in addition to all sums and costs allowed in that behalf by law, which said sum is hereby acknowledged and declared to be a part of the debt hereby secured, and which shall be assessed and payable as part of said debt, and that he will pay all taxes and assessments of every nature, that may be assessed on said premises or any part thereof, previous to the day appointed by law for the sale of lands for Town, City, County or State Taxes. and the said party of the first part further covenants and agrees to pay to the Register of Deeds of said County at his Office on the Day when the same become due the sum of \$250. above referred to, and the said party of the second part agree to receipt for the same in writing to said Register of Deeds at his said Office upon receiving the same at the time aforesaid.

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

Signed, sealed and delivered in presence of

Frank Warner

H. Celfke

Witnesses.

Ferdinand Brache



Louisa X Brache



Mark

State of Minnesota,

ss.

I Be it known

County of Carver

day of March

A. D. 1872 personally came before me

Ferdinand Brache and Louisa Brache

his wife

to me well known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

And the said Louisa Brache on an examination separate and apart from her Husband acknowledged that she executed the said Deed freely and voluntarily without any fear or compulsion from any one.

Frank Warner
Justice of the Peace

Fol (1)

State of Minnesota
County of Carver
District Court
Superior Court

Ferdinand Stracha
and Louisa Strachewhis wife }
against -
Heinrich Schlichting }

The Complaint of the
Plaintiff respectfully states
and shows to this Court
that heretofore, to wit: on
the 6th day of January A.D.
1872 the said Plaintiff Ferdinand
Stracha entered into a Contract
or deal with the above named
defendant Heinrich Schlichting
by the terms of which the said
Plaintiff promised and agreed
to pay said defendant during
his natural lifetime the
sum of two hundred and
fifty dollars annually and
that for and in consideration
of which said promise on
the part of said Plaintiff
Ferdinand Stracha the said

defendant then and there
agreed to bargain sell
and convey by a good
and sufficient deed of
warranty the following
described Real Estate located
and situated in the County
of Carver State of Minnesota
to wit: The East half of
the North West quarter ($\frac{1}{4}$)
and the North half of the North
half of the South West quarter
($\frac{1}{4}$) of the North West quarter
($\frac{1}{4}$) and Lot one (1) of Section
Twenty Six (26) Township one
hundred and fifteen (115)
of Range Twenty Six (26)

Excepting therefrom from the
last mentioned Lot one
(1) nine and seventy eight
hundredths ($9\frac{78}{100}$) acres, added
to one Charles Klauke and
described as follows, To wit:

Commencing at a point
where the Young American
Road intersects the line
between sections Twenty Six
(26) and Twenty Seven (27)

and from which the Meander

Corner in plain line bears
North 13.88 chains and a
White Elm 12 N. $1\frac{1}{4}$ W 75 links
Thence N $36\frac{1}{2}$ E, 22.88 chains
along the center of the Road
to a point on the line between
Sections 23 and 26 from which
the Meander Corner on
said line bears West
6.97 chains and a Maple
30 S. 34° E 67 links and a
White Oak 6 S $8\frac{1}{2}$ W 63
links Thence West 6.97^{*} chains
to the Meander Corner on
East side of Lake in line
between Section 23 and 26
Thence in a Southwesterly
direction along the Lake to
the Meander Corner on South
side of Lake on line between
Sections 26 and 27, Thence South
along the section line 13.88
chains to the place of beginning
also another piece of land
Commencing at the quarter
stake between Sections 23 and
26, Thence running South
Easterly 62 rods in a direct
line to a point - $2\frac{1}{4}$ rods

East from the west line of the
North East quarter ($\frac{1}{4}$) of Section
26, thence running South-
-westerly 27 rods to a point on
line between North West quarter
($\frac{1}{4}$) and the North East quarter
($\frac{1}{4}$) of said section which point
bears North six (6) rods from
the South West Corner of the
North West quarter ($\frac{1}{4}$) of North
East quarter ($\frac{1}{4}$) of said Section
26, thence North on said
line to the place of beginning
situated in the North West
quarter ($\frac{1}{4}$) of the North East
quarter ($\frac{1}{4}$) of Section 26, Township
11S of Range 26 - the whole
to be conveyed containing
one hundred and twenty ^{three} ~~four~~
Acres $7\frac{3}{4}$ acres of land more
or less according to the
Government survey thereof
together with certain personal
property amounting in the
aggregate to the sum of
Eight hundred dollars (\$800)
And the Complaint
of the plaintiff further states

And shows, that to secure
said payment of \$250. annually
as aforesaid the said plaintiff
then and there agreed to
make execute and deliver
unto the said defendant
8 Heinrich Schlichting, a mortgage
on the premises above
described with the usual
covenants therein contained

And the Complaint
of the plaintiff further states
and shows that thereafter
to wit: on the 6th day of
January A.D. 1872 aforesaid
the said defendant made
execute and delivered
a warranty deed to the said
plaintiff, Ferdinand Strachan,
for the following described
premises, to wit: The E $\frac{1}{2}$ of
N. W. $\frac{1}{4}$ and the N $\frac{1}{2}$ of the N $\frac{1}{4}$
9 of the S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of T. 20.
 $\frac{1}{4}$ and lot one of section
26 Town 115 Range 26 Excepting
therefrom from the last
mentioned lot 1. 9.7 $\frac{1}{10}$ acres
deed to one Charles Klauke
and described as follows

to oil; Commencing at a
point where the Gorney
American Road intersects
the line between sections
26 and 27, and from which
the Meander Corner in
said line bears N 13.88
chains and a white Elm
12 N. $1\frac{1}{4}^{\circ}$ W 75 links, thence
N $36\frac{1}{2}^{\circ}$ E, 22.88 chains along
the center of the road to a
post on the line between
sections 23 and 26 from which
the Meander Corner of said
line bears West 6.97 chains
and a maple 20 S 34° E 67
links and a white Oak 4
S $8\frac{1}{2}^{\circ}$ W 63 links thence West
6.97 chains to the Meander Corner
on East side of Lake in
line between sections 23 and
26 thence in a Southwesterly
direction along the lake
to the Meander Corner on
the South side of Lake in
line between sections 26 and
27, thence South along the
section line 13.88 chains to the

1
Place of beginning containing
118.77¹/₁₀₀ acres of land and
also personal property amounting
in the aggregate to the sum
of six hundred dollars
(600) — And the Complaint

of the plaintiff further states
and shows, that after the
Execution and delivery of
the said deed by said
defendant to said Plaintiff
Ferdinand Strach, the said
" 12 Plaintiff made executed and
delivered unto the said
defendant a Mortgage with
usual covenants, upon the
property described in said
deed to secure the Annual
Payment aforesaid

That afterwards, to-wit:
on or about the 19th day
of March A.D. 1872 the said
plaintiff and defendant
discovered that the Auditor
of 5 acres of land had
been omitted from the
deed made by the said
defendant as aforesaid,
and that thereupon the

13

Said defendant made Executed
 and delivered unto the said
 Plaintiff Ferdinando Strachan
 a second deed on the
 following described piece
 of land, Commencing at
 the $\frac{1}{4}$ stake between sections
 23 and 26, thence running
 South Easterly 62 rods
 in a direct line to a
 point - $21\frac{3}{4}$ rods East from
 the west line of the N.E. $\frac{1}{4}$
 of section 26 thence running
 South westerly 27 rods to
 a point - in line between
 N.W. $\frac{1}{4}$ & N.E. $\frac{1}{4}$ of said section
 which point - bears North 6
 rods from the South East
 Corner of N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of said
 section 26, thence North on
 said line to the place of
 beginning situated in N.W.
 $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of section 26 Township
 115, Range 26 containing five
 (5) acres, that thereupon
 in consideration of the de-
 fendant's second deed as
 aforesaid the said Plaintiff

1

Ferdinand Strach, then and
there agreed by and with
the said defendant to make
execute and deliver unto
the said defendant a se-
cond mortgage including
both the tracts of land
so conveyed by the said
defendant unto the said
plaintiff Ferdinand Strach
as aforesaid

And the Complaint
of the plaintiffs further states
and shows, that said
plaintiffs are Germans by
birth and are unable to
read or write or properly
understand the English
language when spoken
and that the defendant
contriving to cheat and
defraud these plaintiffs
then and there caused
a mortgage to be written
and prepared for said
plaintiffs to execute and
deliver to him of the property
herein before described and
also of Lots one and two (two)

in Block six (6) in Carson
Township, excepting and reserving
therefrom of lot one (1) 52
feet by 25 feet as formerly
deeded by Government and
to Stephen Kull - January
19th 1864 as the same is
recorded in Carson County
Register of Deeds in Book
C of deeds page 26

And the Complaint
of the Plaintiff further states
and shows, that said
Plaintiffs ^{are} ~~that~~ ^{knowing} that
said Mortgage which was
so caused to be prepared
by said defendant contained
a description of and comprised
the said lots one and two (2)
in the Town Site of Carson
as aforesaid and that the
defendant wilfully falsely and
fraudulently represented to these
plaintiffs that said mortgage so
prepared as aforesaid by said
defendant was a mortgage of the
land heretofore deeded to said Plaintiff
Ferdinand Strachan ^{as aforesaid} and not otherwise.

and by said false and fraudulent representations of said defendant and his agents made at the time just previous of the signing and sealing of said mortgage ^{the plaintiffs} were then and there induced to execute and deliver the said mortgage to said defendant without knowing its contents.

18 That said mortgage was never read or explained to the plaintiffs or either of them - and the complaint of the plaintiff further states and shows that the plaintiffs upon learning that said lots one (1) and two (2) in Block six (6) in the town site of Carver before described were contained in said mortgage, refused to pay the annual amount agreed upon, to wit; - the sum of Two Hundred & Fifty dollars (\$250) or any part thereof, - that thereupon to wit; on the fifteenth day of January A.D. 1874 said defendant caused a ^{notice of the} foreclosure of said mortgage to be published in the Valley Herald, a weekly ^{newspaper} printed and published at Chaska in said County of Carver. a copy of said notice of

19

foreclosure is hereto annexed and reads as follows. to wit:

Ferdinand Stracha
Mortgage
Record—March the 20th A. D. 1874
In book "G" of mortgages on page
and fifty six (556) in the office of
Deeds of Carver County Minn.

of mortgaged premises.—The fol
described land and real estate situate,
and being in the county of Carver Minn.
to wit: Five (5) acres in the north west
quarter of the north east quarter of section
twenty six (26) Township one hundred and fif-
teen (115) Range twenty six (26) described as
follows to wit: Commencing at the quarter
corner between sections twenty three and twenty
six (23 & 26) thence running south easterly
eighty one (81) rods in a direct line to a point
situated (21) and three fourths rods east
from the west line of the north east quarter of
section twenty six (26), thence running south
easterly twenty seven (27) rods to a point on the
north west quarter of said section and the
north west quarter of said section on which point
there is a six (6) rods from the south west cor-
ner of the north west quarter of the north east
quarter of said section twenty six (26); thence
north on said line to the place of beginning.

Also, the east half of the north west quarter
and the south half of the north half of the south
west quarter of the north west quarter and lot
No. one (1) in section twenty six (26) Township
one hundred and fifteen (115) Range twenty six (26)
excepting therefrom from the land owned by Charles
Stracha formerly deeded to one Charles

Stracha and described as follows to wit: Com-
mencing at a point where the Young America
road intersects the line between sections twenty
six and twenty seven, 26 and 27 and from which
said road corner in said line bears north
thirty three and 88-100 chains, and white
oak stump 12 north one and one fourth degree
east twenty five links, thence north thirty six
and one half degrees east, twenty two and 88-100
links, thence the center of the road, to a post on
the line between section twenty three and twen-
ty six (23 & 26), from which the meander cor-
ner on said line bears west 6-97 six and 97-100
links and a maple thirty 30 south thirty four
degrees, east sixty seven links and a white oak
stump, east sixty one and one half, west sixty
six and 88-100 links, thence west six 6-97 and 97-100
links to the meander corner on the east side of
the lake on the line between section twenty three
and twenty six, 23 and 26, thence in a south
easterly direction along the lake in line between
sections twenty six and twenty seven 26 and 27
thence along section line 13-88, thirteen
and 88-100 chains to the place of beginning, con-
taining in all so conveyed herewith one hun-
dred and twenty three and 72-100 acres 123 72-
100 of land more or less. Also, lots one and two
in block six (6) in Carver Towne six (6)
containing and reserving therefrom of lot one (1)
two (2) lots 52 by twenty five (25) feet, as formerly
deeded by warranty deed to Stephen Kult Jan-
uary 19th 1864, as the same is described in deed
recorded in book "G" of deeds page 26 in the
office of the Register of deeds of said Carver
County Minnesota.

The amount claimed to be due and that is due
at the date of this notice is two hundred and fif-
ty (250) dollars and default having been made in
the payment thereof, and no proceedings at law
having been instituted to recover the
same, now therefore notice
is hereby given that by virtue of a power of sale
contained in said mortgage and recorded there-
on, said mortgage will be foreclosed by a sale
if and as may be necessary, at Public auction by the
Sheriff of said County to the highest bidder
therein at the front door of the Court House in
the City of Carver County of Carver on Saturday
the 1st day of February 1874, at 11 o'clock in
the forenoon of that day to satisfy the amount
due thereon together with the additional sum
of twenty five (25) dollars Attys fees, stipulated to
be paid in case of foreclosure together with
costs of such foreclosure.

HENRY SCHLICHTING,
Mortgagee.

ALYCE A. PECK,
Att'y for Mortgagee.

1874.

The court plant of the Plaintiff
states and shows that they
been ready and willing at
times to execute and deliver
defendant a good and suffi-
cient mortgage upon the property
and in the deeds executed
said defendant to the said
Ferdinand Stracha aforesaid,
now willing and ready
to and deliver to said de-
fendant a good and sufficient
mortgage upon all the lands here-
mentioned as deeded by said
Ferdinand Stracha
make the annual payments
aid upon the execution
mortgage—and the Complaint
further states & shows

that by reason of the wrongful acts of said defendant the property of these plaintiffs has been encumbered and greatly decreased in value and that the plaintiffs have been compelled to incur great expense in the employment of counsel and otherwise to their damage in the sum of Five Hundred Dollars (\$500.)

21

Wherefore the Plaintiffs demand judgement against said defendant.

First — That said Mortgage so executed on the nineteenth (19) day of March A.D. 1872 be declared void and inoperative for any purpose whatever.

Second — That said defendant his agents attorneys or any person acting by or through or under him or them, be restrained from selling or disposing of said property or any part thereof under said notice of foreclosure of said Mortgage or otherwise.

Third — That said defendant be adjudged to pay said plaintiffs the sum of Five Hundred Dollars (\$500.)

"

22

for their said damages herein sustained and that such ^{*}other and further relief may be granted in the premises as to the Court shall seem just besides the costs of this action,

Dated Carver Feby 18th A.D. 1874

Frank Warner
atty for Pltffs
Carver Minn

State of Minnesota }
County of Carver } S.S.

Ferdinand Stracha & Louisa Stracha being each duly sworn depose and say that they are the Plaintiffs named in the foregoing entitled action - that the foregoing complaint has been read and explained to them and that the same is true of their own knowledge

Sworn to and subscribed }
before me this 31st day }
of Feby A.D. 1874 }

Ferdinand Stracha
Louisa Stracha

" 23

Geo. A. Dudoit
Notary Public Carver Co.
Minn

2710005

Dist - Court -
8th Dist -

Ferdinand Struchen
Louisa Struchen
To

Heinrich Schlichting
Comptroller

Given, July 21st 1874,
G. H. Rayenbuhl
Clerk

185

Frank Warner
att'y for Plaintiff
Curran
Min

Vol 1

State of Minnesota
Carver County ^{ss} In last Court

Hurry Slichting

^{vs}
Ferdinand Stracke
et al.

Scott

~~Carver~~ County ss. W. P. Warner on
oath states that he is plaintiffs
attorney in this action: that said
cause was decided on or about
July 21st 1876 according to the date
of the decision: that defendants
counsel by stipulation extended
the time for proposing a case and
moving for a new trial until on
or about October 5th 1876: that depo-
nant was much delayed in pre-
paring the case by his inability
to obtain the courts minutes of the
trial. which deponent had to have
because he took very major notes
of such trial himself: that before
such extension ran out he got
such minutes and prepared a
draft of such case and had it
copied for service. but during the
fore part of October was very un-
usually crowded with business by
reason of an unexpectedly protracted

2

3
trial of another cause viz to chrome
Oleogrove against Halsy, which
lasted near two weeks, and also by
having to watch and stay at the
United States District Court from
day to day of the 1st Monday in
October until the evening of the
13th day of that month when the
trial of his cause there was con-
cluded: that defendant had
been for some time prior to that
day trying to so arrange his
business that he could go to
New York State for his family
and when ayea trial closed
at once departed for his family
in order to get back to the fall
term of the District Court for
Raritan County, and sent to
said defendant's attorney for one
more extension of time in perfect
confidence that it would be
granted in view of the fact that
defendant had been liberally
reciprocating in granting ex-
tensions in an other case of
Warren agst Kerring; that while
defendant was East defendant's
attorneys notified him by letter
that they would grant no further
extension of time in this cause.

4 which refusal afforded a complete surprise to defendant: that defendant returned to St. Paul November 7th 1876 and since then has been corresponding with said defendants attorneys in this suit trying to obtain by consent a further extension of time to serve a said proposed case but has been unable to ~~do so~~ obtain such consent. Defendant further states that on Nov 25th 1876 he received by mail notice from defts attys that they had caused judgment to be entered in this action on Nov 23rd 1876: that such judgment was entered without any previous notice to plaintiff or his attorney as required by Rule 37 of said Court or otherwise: Defendant also states that the proposed case in this action has been prepared and is ready to be served and that he has prepared it in good faith and without design or intent to delay the prosecution of this suit and that he believes that the Plff is entitled to a new trial on the

evidence & exceptions Taken at the
Trial of this action and that un-
less such case can be proposed
the p[ar]ty will be remedied

6 Dep[on]ant also states that heretofore
in practicing with said defend[an]ts
said att[or]ney he has always dealt
liberally with them and has granted
them extensions and waived
the rules of Court whenever they
inquired and up to such refusal
they had done the same with this
deponent, and that this refusal
to grant said last requested extension
was for that reason a surprise
on deponent: that until they
prior thereto manifested any wish
to speed the case & intimated
that they would wait the proposed
case served during the second
6 extension deponent would and
would have complied by deferring
some thing else, but when he
learned they would not extend
the time again deponent was in
New York and could not pre-
sent defend[an]t.

Dep[on]ant also states that

The defendant can suffer no material harm by such delay & no one suffers thereby materially but self. & the delay has grown out of pressure of defendant's business & affairs simply and without unnecessary fault

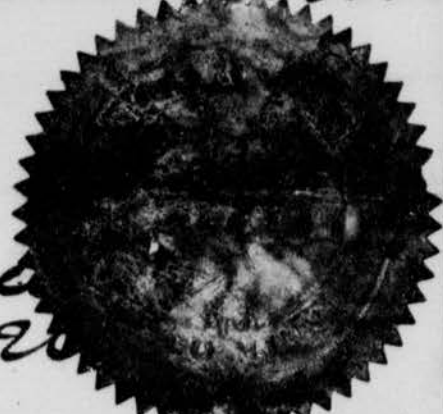
Wherefore defendant prays self asks the following order to show cause

lot name

Subscribed & sworn to
before me Dec 11 1876
Eli Southworth

Notary Public

20



I am making the foregoing affidavit and on motion of the plaintiff in this cause it is ordered that defendant in person or by their attorney do & appear before the judge of said court at

My Chambers
at Hartford in said state at
10 o'clock A.M. on the 13th
day of December 1876 and show
cause why the judgment entered
in this cause should not be

repeated and why the plff should
not have ten days or some further
reasonable time within which
to serve a proposed case in
this action and why all further
proceedings in this cause save
the proposing of such case, are
judgments ~~thereof~~ & ~~referred~~ things
would not be tried until the
decision of a motion for a new
trial must not exceeding 20
days and why plaintiff
should not have such further
opportunity as may be fair
& equitable

Lea Brown
Rec'd - Aug 2

State of Minnesota
Dist. Court, 8th Dist.

Carver County

Henry Sicking
vs.

Ferdinand Strache et al.

Order to show cause

Due service of written order
and amended affidavit ad-
mitted this 2nd day of Dec.
1876

Baxter & Child

Atty for Defts.

W. P. Warner
Atty for Plffs.

The foregoing entitled action came on to
be heard under the order to show cause
forgoing and at the time of said hearing

8/ On reading the foregoing affidavit and on motion of the plaintiff in this cause it is ordered that defendants in person or by their attorney be and appear before the Judge of said court at ^{the Court House in Ghazipur in} ~~my chambers in Shatohari~~ said State at 10 o'clock A. M. on the 24 day of December 1876 and show cause why the judgment entered in this cause should not be vacated and why the plaintiff should not have ten days or some further reasonable time within which to serve a proposed case in this action and why all further proceedings in this cause save the proposing of such case, amendments thereto and settlement thereof should not be stayed until the decision of a motion for a new trial thereof not exceeding twenty days and why plaintiff should not have such further and other relief as may be just and equitable.

9/ And it is further ordered that this order and annexed affidavit be served upon Baxter & Leilds attorney for said defendant, at least three days before said day of hearing.

Dated Dec. 20th 1876

S. M. Brown
Judge Dist. Court.

DISTRICT COURT.

8th

Judicial District.

County of

Carver

Fred Strachan
Louisa Strachan
vs

Henrich Schlichting
vs

SUMMONS.

Filed March 24th 1874
G. K. Kreyenbuhl
Clerk
1875.

Frank Warner
Plaintiff Attorney
Carver Minn
RAMALEY, CHANEY & CO., Printers, St. Paul.

Two Service Summons \$1.00
Copy 28-
Mileage 40 mile horse \$5.75-

4 E. 1st North
St. Paul, Carver Co. Minn

State of Minnesota.
County of Carver S.S.
I certify that on the 24th
day of February 1874, at the Township
of Strassburg in said County, I served the within
summons upon the within named defendant,
by reading the same to him & also by handing
to & leaving with him a true copy thereof.

STATE OF MINNESOTA,

County of

Carver

DISTRICT COURT,

8th

Judicial District.

Ferdinand Stracha and
 Louise Stracha

Plaintiffs

SUMMONS.

against
 Heinrich Schlichting

Defendant

THE STATE OF MINNESOTA to the above-named Defendant:

You ~~Heinrich Schlichting~~ are hereby summoned and required to answer the complaint in this action
 which is filed in the office of the Clerk of the
 District Court at Carver in said County

and to serve a copy of your answer to the said complaint on the subscriber, at his office in

Carver in said County

within twenty days after the service of this summons upon you, exclusive of the day of such service, and if
 you fail to answer the said complaint within the time aforesaid, the Plaintiff^s in this action will

Apply to the Court for the relief demanded
 in the Complaint - besides the
 costs of this action -

Dated

Carver Feb 21st 1874.

Frank Warner
 Plaintiff Attorney, Carver Minn

"B" of deeds page twenty six (26), is null and void and of no legal force or effect so far as the same relates to or affects said lots one and two, and that the said mortgage be and is hereby set aside and cancelled so far as it relates to or in any manner affects said above described premises and

Dated this 24th day of November AD 1886

By the Court:

G. F. Weyenbuhl

Clk

District Court
Carver County

Henry Schlichting
vs

Dominick Strach
and Louisa Strache

Judgment Roll for
Defendants

Filed November 24th 1886
G. F. Weyenbuhl
Clk

—185—

State of Minnesota
District Court Eighth Judicial District
County of Carver

Henry Schlicling }
Against }
Ferdinand Strache }
and Louisa Strache }

This action having
been brought on to trial before the court,
a jury trial having been waived, and the
decision of the court having been duly
rendered and filed in said action,

Now in motion of Barter & Child
attorneys for said defendants, it is
Adjudged - That the mortgage mentioned
in the complaint herein, bearing date the
19th day of March AD 1872 and purport-
ing among other things, to convey and
mortgage to the plaintiff, lots one and
two in block six in Carver Township
in the County of Carver and State of
Minnesota, excepting therefrom fifty two
feet by twenty five feet from lot one as
formerly deced by warranty deed to
Stephen Kult January 19th 1864 as the
same is recorded in the office of the Register
of Deeds of said Carver County in Book

Feb. 1.

State of Minnesota
County of Carver
District Court, 805
Judicial District.

Ferdinand Strache and
Louisa Strache (his wife)
against
Heinrich Schlechting

Exhibit B

The Complaint of the Plaintiff respectfully states and shows to this Court, That heretofore to wit: On the 6th day of January AD 1892, the said Plaintiff Ferdinand Strache entered into a contract to and with the above named defendant (Heinrich Schlechting) by the terms of which the said Plaintiff promised and agreed to pay said defendant during his natural life time the sum of Two hundred and fifty dollars annually and that for and in consideration of which said promise on the part of said Plaintiff Ferdinand Strache the said defendant then and there agreed to bargain sell and convey by a good and sufficient deed of Warranty the following described Real Estate located and situated in the County of Carver State of Minnesota, to wit:

The East half of the North West Quarter (1/4) and the North half of the North half of the South West Quarter (1/4) of the North West Quarter (1/4) and Lot One (1) of Section Twenty Six (26) Township

One hundred and fifteen (115) of Range Twenty Six (26)
Excepting therefrom from the last mentioned that one
(1) nine & twenty eight hundredths ($9\frac{28}{100}$) acres, due
to one Charles Glantz and described as follows, to wit:
Commencing (at a point where the Young America
Road intersects the line between Sections Twenty Six
(26) and twenty seven (27) and from which the
meander corner in said line bears North 13.88 chains
and a white Elm $12. N 1\frac{1}{4} W 45$ links. Thence $N 36\frac{1}{2} E$
 22.88 chains along the center of the Road to a post on
the line between Sections 23 and 26 from which the
meander corner on said line bears West 6.94 chains
and a Maple $30 S. 34^{\circ} E 64$ links and a white oak
 $6 S 81\frac{1}{2}^{\circ}$ West 63 links. Thence West 6.94 chains to the
meander corner on East Side of said line between
Sections 23 and 26. Thence in a Southwesterly direction
along the line to the meander corner on South Side
of said line between Sections 26 and 27. Thence
South along the section line 13.88 chains to the place
of beginning. Also another piece of land —
commencing at the Quarter Stake between Sections
23 and 26. Thence running South Easterly 62 rods
in a direct line to a point. $21\frac{3}{4}$ rods East from the
West line of the North East Quarter ($1/4$) of Section 26.
Thence running South Westerly 24 rods to a point on
line between North West Quarter ($1/4$) and the North
East Quarter ($1/4$) of said Section which point bears
North Six (6) rods from the South West corner of the
North West Quarter ($1/4$) of North East Quarter ($1/4$) of said

Section 26. Thence North on said line to the place of
beginning situated in the North West quarter (1/4) of the
North East Quarter (1/4) of Section 26. Township (115)
of Range 26. The whole to be conveyed containing
one hundred and twenty three and 72/100 acres of
land more or less according to the Government thereof.
together with certain personal property amounting in
the aggregate to the sum of eight hundred dollars (\$800).

And the Complaint of the plaintiff further
states and shows, that to secure said payment of
\$250. annually as aforesaid the said Plaintiff
then and there agreed to make execute and deliver
unto the said defendant Heinrich Schlichting, a
Mortgage on the premises above described with the
usual covenants therein contained.

And the Complaint of the plaintiff further
states and shows that thereafter to wit: on the 6th
day of January AD 1872. aforesaid the said
defendant made execute and delivered a Warranty
deed to the said Plaintiff Ferdinand Stracha, for the
following described premises, to wit: The E 1/2 of NW 1/4
and the NW 1/2 of the NW 1/2 of the SW 1/4 of NW 1/4 of NW 1/4 (1/4)
and lot one (1) of Section 26. Town 115 Range 26.
Excepting therefrom from the last mentioned lot 1.
9 78/100 acres deeded to one Charles Klauke and described
as follows to wit: Commencing at a point where
the Young America Road intersects the line between
Sections 26 and 27 and from which the meander corner
in said line bears N 13.88 chains and a white Elm

10.

12 N $1\frac{1}{4}^{\circ}$ W 75 links. Thence N $36\frac{1}{2}^{\circ}$ E, 22.88 chains along the center of the road to a post on the line between Sections 23 and 26. From which the meander corner of said line bears West 6.97 chains and a maple 30° S 34° E 67 links and a white oak 6° S $84\frac{1}{2}^{\circ}$ W 63 links. Thence West 6.97 chains to the Meander Corner on East Side of Lake in line between Sections 23 and 26. Thence in a Southwesterly direction along the Lake to the Meander Corner on the South Side of Lake in line between Sections 26 and 27. Thence South along the Section line 13.88 chains to the place of beginning containing $148\frac{7}{1000}$ acres of land, and also personal property amounting in the aggregate to the sum of Six hundred dollars (\$600.).

And the Complaint of the plaintiff further states and shows, that after the Execution and delivery of the said deed by said defendant to said plaintiff Ferdinand Stracha, the said Plaintiff made executed and delivered unto the said defendant a Mortgage with usual covenants, upon the property described in said deed to secure the Annual payment aforesaid.

That afterwards, to wit: on or about the 19th day of March, A.D. 1872, the said Plaintiff and defendant discovered that the Amount of 5 acres of land had been omitted from the deed made by the said Defendant as aforesaid and that thereupon the said defendant made executed and delivered unto the said Plaintiff Ferdinand Stracha a Second deed on the following described piece of land, commencing

13.

in the $\frac{1}{4}$ State between Sections 23 and 26, thence running South Easterly 62 rods in a direct line to a point $21\frac{3}{4}$ rods East from the West line of the $NE\frac{1}{4}$ of Section 26. Thence running South Westerly 27 rods to a point in line between $SW\frac{1}{4}$ $NE\frac{1}{4}$ of said Section which point bears North 6 rods from the South West Corner of $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of said Section 26. Thence North on said line to the place of beginning situated in $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 26. Township 115. Range 26. Containing five (5) acres. That thereupon in consideration of the defendants second deed as aforesaid the said Plaintiff Ferdinand Stracke then and there agreed by and with the said defendant to make execute and deliver unto the said defendant a second Mortgage including with the tract of land so conveyed by the said defendant unto the said Plaintiff Ferdinand Stracke as aforesaid.

And the Complaint of the plaintiffs further states and shows That said plaintiffs are Germans by birth and are unable to read or write or properly understand the English language when spoken and that the defendant contriving to cheat and defraud these plaintiffs then and there caused a mortgage to be written and prepared for said plaintiffs to execute and deliver to him of the property hereinbefore described and lots of Lots one and two (1^{and} 2) in Block No (6) in Garner Townsite Reserving and retaining therefrom of lot one (1) 52 feet by 25 feet as formerly

64

16.

deeded by Warranty Deed to Stephen Kelt January 19th 1864. as the same is recorded in Carver County Register of Deeds in Book C of Deeds Page 26.

14. And the Complaint of the plaintiff further states and shows, that said Plaintiff were not aware that said Mortgage which was so caused to be prepared by said defendant contained a description of and comprised the said Lots one and two (1st & 2nd) in the Town Site of Carver as aforesaid and that the defendant wilfully, falsely and fraudulently represented to these plaintiffs that said Mortgage so prepared as aforesaid by said defendant was a Mortgage of the land heretofore deeded to said Plaintiff Ferdinand Strachan as aforesaid and not otherwise, and by said false and fraudulent representations of said defendant and his agents made at the time just previous of the signing and sealing of said Mortgage these plaintiffs were then and there induced to execute and deliver the said Mortgage to said defendant without knowing its contents.

18. That said Mortgage was never read or explained to the plaintiffs or either of them.

And the Complaint of the plaintiff further states and shows that the plaintiffs upon learning that said Lots one (1) and two (2) in Block Six (6.) in the Town Site of Carver before described were contained in said Mortgage refused to pay the annual amount agreed upon to wit: the sum of Two hundred & fifty dollars (\$250.) or any part

19. thereof: that thereupon to Wit: on the fifteenth day of January A.D. 1874. said defendant caused a notice of foreclosure of said Mortgage to be published in the Valley Herald, a ^{weekly} newspaper printed and published at Charolla in said County of Garver, a copy of said notice of foreclosure is hereto annexed and reads as follows. to Wit:

Notice Of Mortgage Foreclosure.
Names of Mortgagors - Ferdinand Stracher
and Lotise Stracher his wife.
Name of Mortgagee - Henry Schlichting.
Date of Mortgage - March the 19th A. D. 1872.
Date of Records - March the 20th A. D. 1872.
1900 A. M.
Filed in book "G" of mortgages on page
six

W. And the complaint of the plaintiff further states and shows that they have been ready and willing at all times to execute and deliver to the defendant a good and sufficient Mortgage upon the property described in the deeds executed by the said defendant to the said plaintiff Ferdinand Stracha aforesaid and are now willing and ready to execute and deliver to said defendant a good and sufficient Mortgage upon all the lands heretofore mentioned as deeded by said defendant to Ferdinand Stracha and to enable the annual payment as aforesaid upon the execution of said Mortgage.

And the complaint of the plaintiff further states and shows that by reason of the wrongful acts of said defendant the property of these plaintiffs have been encumbered and greatly decreased in value and that the plaintiffs have been compelled to incur great expense in the employment of counsel and otherwise to their damage in the sum of five hundred

Damages

Dollars (\$500.)

41.

Wherefore the plaintiffs demand Judgment
against said defendant -

First. That said Mortgage ~~is~~ Executed on the nineteenth
(19) day of March A.D. 1872. be declared Void and
inoperative for any purpose whatever.

Second. That said defendant his Agents, attorneys
or any person acting by through or under them or
them, be restrained from selling or disposing of
said property or any part thereof under said
notice of foreclosure of said Mortgage or otherwise.

Third. That said defendant be adjudged to
pay said plaintiffs the Sum of Five Hundred Dollars
(\$500.) for which said damages herein sustained
and that such other and further relief may be granted
in the premises as the Court shall seem just besides
the costs of this action.

42.

Dated Carver Feb 18th A.D. 1874.

Frank Warner
Att for Plaintiffs
Carver. Minn.

State of Minnesota ss.
County of Carver ss. Ferdinand Strache &
Verina Strache being each duly
sworn depose and say that the are the plaintiffs

Warned in the foregoing entitled Action - that the foregoing complaint has been read and explained to them and that the same is true of their own knowledge.

23.

Given to and subscribed
 before me this 21st day of
 February. A.D. 1874
 Geo. A. Huscutt
 Notary Public, Carroll Co.
 Minn

F. Strache
Louis ^{her} Stracha
mark



District Court
vs. District.

Ferdinand Stracha
Wesley Stracha

^{vs.}
Heinrich Schlichting

Complaint,

Filed Feb. 21st 1874.
Gethrayenbuhl
Clerk,

Copy.

Franz Warrung,
attorney for Plaintiff
Harver, Minn.

State of Minnesota
Barren County, 3d District Court

Henry Slechting

Ferdinand Strauch
and Louisa Strauch

Be it remembered that the issues in this action came on in due course for trial by and before said Court without the intervention of a Jury upon the 26th day of May A.D. 1876 whereupon to support such issues on the part of the plaintiff his counsel offered in evidence a ^{mortgage} deed with the certificate of acknowledgment and of record thereof endorsed as: The defendants' counsel objected thereto on the ground that the same were incompetent and immaterial as to both the defendants. Such objection was overruled by the Court and to such ruling said defendants' counsel duly accepted. and thereupon such mortgage deed and two certificates were read in evidence and copies thereof are hereto annexed marked Exhibit A: It was then admitted in open court by the counsel for

the respective parties shall but
one installment was ^{part} due, ^{unpaid} on
such mortgage when this action
was commenced. and therefore
the plaintiff rested his case

And therefore to support such
issues on part of the defendants
their counsel called as a witness
the defendant Louisa Strach
who after being duly sworn
testified and said.

I am the wife of the defendant
Herdeman Strach. I reside in Carver
and did in 1872. The said mortgage
deed was then shown to the witness
who proceeded and said. I never
saw this before. I can not write
or read English or German. I made
my mark on one mortgage that
I was willing to give. That one
was acknowledged by me before
Mr Guinn. he brought that one to
my house and took the acknow-
ledgment. I never signed or ack-
nowledged any mortgage before
Frank Warner. ^{Cross examination!} My man and
Mr Guinn were present when I
signed the mortgage and no one
else. I signed that one in my house
in Carver. I swear that no one
else was there. I made my mark
It was in the day time and in

The forenoon. I was willing to give that one. Mr Grimm had that mortgage to me, and he also told me what was in it. He did not tell me it was on the place we lived on. I did not tell Mr Grimm that I would not give a mortgage on our homestead but I told my husband so. I did not hear the bargain when it was made.

Frank Warme lives within one hundred rods of us and did when the first mortgage was given. I know Harry Olfer. He does not live in Carver and did not when the first mortgage was made. He is a good friend of ours and stops with us when he comes to town. I do not remember of he and plaintiff being at our house in the spring after the first mortgage was given. The mortgage introduced in evidence shown to witness who thereupon proceeded and said, I can't tell if I ever saw this mortgage before. I saw one like it. I believe it is the one I signed but do not know. I never acknowledged any paper before Frank Warme. The one I signed had a lot of stamps on it. When I signed it my man took it. I do not know what he did with it. I know Mr

Klanker. He was not present when I signed the mortgage. Mr Grimmer came into the house, Mr Klanker was not there.

I and my husband once brought a suit to stop the foreclosure. I do not remember of talking about that case to Frank Warner before that suit was commenced. I swore to a paper before J. A. Whitcomb but I do not remember what was in it: The ^{verified} complaint in said action was shown to the witness who then proceeded and said, I can not swear whether I did or did not swear to that complaint. Thereupon plaintiffs counsel offered said ^{verified} complaint in evidence. The defendants counsel objected thereto as incompetent. Such objection was sustained and to such ruling the plaintiffs counsel duly excepted. said complaint is hereto annexed by copy and marked exhibit B. Thereupon the witness proceeded and said the mortgage I signed was signed in the saloon on the counter and Mr Grimmer and my husband were present. My husband always wanted to make the bargain and I objected to it.

And further to sustain such fees on this part the defendants produced as a witness the other defendant Harden and Strache who after being duly sworn testified and said:

I live in barrow on lot one and two of Block six. I lived there in 1872 and have ever since. My wife Louisa has lived there with me during all that time. It has been my home since. I neither read or write English in print or in writing. The mortgage set forth in Exhibit A shows witness who procured and said, that looks like pretty near so like mine. & it is mine I think. It looks so. I did not acknowledge a mortgage in March before Frank Warner. I never acknowledged any mortgage before him. Plaintiff brought a deed to me of five acres of land and wanted another mortgage and I would not give it. Slichting and Mr Klauke brought a paper and Klauke said sign that paper and you don't ask any thing more from Slichting, and I signed it. ~~Frank Warner was not there. I never acknowledged it before Frank Warner and he never asked me to do so. I have paid \$750 besides the cost of the foreclosure, in all three payments, of \$250 each. Olffe came in after that. He did not see~~

the paper at all. I did not see any stamps on it. I did not go before Frank Warner to acknowledge it and he did not ask me to either. I did not acknowledge it before Frank Warner. I never acknowledged any paper before him, and he never asked me to do so. I have paid \$750 besides the costs of the foreclosure, in all three payments of \$250 each.

Cross Examination. Mortgage in suit shown witness who produced and said, I did sign that paper Mr. Slichting, Klanta and I was there. Mr. Olfa staid all night. He was not there when I signed it. It was between six and seven o'clock in the evening. It was dark and we brought a light. Klanta handed me the paper and said sign this paper and then ask no more of Slichting. I did not see any other paper. He did not give me a deed at that time. Slichting gave Grimmer the deed of the five acres of land and paid him for recording it. Grimmer gave that deed to me after recording it. I can't find it now. I have had it, but I think I gave it to Frank Warner. I did not tell Grimmer that when Slichting gave me a deed of the five acres to make out a new mortgage

the first I knew of the second mort-
gage was when the foreclosure in
the newspaper came. I did not
see Frank Warm in my house
that day. ^{I mean} the day Slichting and
Klanku came with the deed of the
five acres. I paid \$250 when I
signed the first mortgage and in
one year I paid the mortgage held
by Tiffany for \$250. I did not pay
the third installment because I had
not the mortgage and because I
learned that Slichting held two
mortgages. I swore to the complaint
in the other suit. I signed that
(referring to the ^{verification to the} complaint set forth
in exhibit B.): Thereupon plaintiffs
counsel offered such complaint
in evidence, but defendants counsel
objected thereto as incompetent and
immaterial, this objection was
~~overruled~~ ^{sustained} and by the court, ^{as a deft of Strache} and
to such ruling ^{defendants} plaintiffs coun-
sel duly excepted. The witness
proceeded and said my house is
on lot one and the barn is on
lot two. These lots are 102 feet long
I owned three quarters of lot two
and all of lot one except 25 by
62 feet.

Defendants counsel then offered
in evidence the record of the "first"
mortgages" which the witness gave

mentioned and it was received without objection and a copy of it is hereto annexed marked Exhibit 6.

Frank Warner was thereupon produced and duly sworn as a witness on part of the defendants whereupon the mortgage in suit was shown this witness who testified and said, I saw this mortgage the first time at Actarmanus Store in Young America. It was then in Mrs Actarmanus possession. Neither of defendants were there then. I do not remember to have seen the original mortgage since that time. I never took the acknowledgment to that mortgage that I recollect of. I do not recollect a single thing connected with the execution of that mortgage the signature to the certificate of acknowledgment looks like mine I would not swear that it was or was not mine. I have no recollection of it whatever.

Cross examination. The handwriting on the back of the mortgage looks like mine. The handwriting in the certificate and signature to it looks like mine but I have no recollection of it whatever. I never do business when I have been drinking.

I brought a suit for defendants

after the foreclosure of this mortgage by advertisement was commenced. Question why was not the defense which is now set up against this mortgage put into the complaint in that suit (the complaint set forth in exhibit A was shown witness) Answer. Mrs Straehle always insisted that she never signed the mortgage. This first suit was afterward dismissed by consent of parties thereto.

The defendants then offered in evidence certain proceedings taken to foreclose the mortgage in suit, to wit the notice of sale, affidavit of publication thereof, the sheriff's certificate of sale of the mortgage premises to the plaintiffs and the redemption made by the defendants from such sale whereupon it was admitted that such notice had been published according to statute, that the premises were sold to the plaintiffs for the sum of \$200 with interest thereon from January 6th 1874 and costs & expenses of sale and that within one year from such sale said mortgage premises had been duly redeemed from such sale by the defendants and that the notice of sale was as follows, except the description of the property which is omitted, but which ^{was} described in the same as it is described in the

original mortgage in suit " Notice
of Mortgage Foreclosure. Names of
Mortgagors Ferdinand Strach and
Louisa Strach, name of Mortgage
Henry Stiehling, Date of Mortgage
March 19th A.D. 1872 Date of record March
20th A.D. 1872 at 9 o'clock A.M. Recorded
in Book 9 of Mortgages on page
five hundred and fifty six (556)
in the office of the Register of Deeds
of Carver County Minnesota. He's
caption of mortgaged premises. The
following described land and
real estate belated lying and
being in the county of Carver
Minnesota. (here follows description
of the lands as set forth in the
mortgage) The amount claimed
to be due and that is due at the
date of this notice is two hundred
and fifty (\$250) dollars and default
having been made in the payment
thereof and no proceedings at law
or otherwise having been instituted
to recover the same or any part
thereof. Now therefore notice
is hereby given that by virtue
of a power of sale contained
in said mortgage & recorded
here with said mortgage will
be foreclosed by a sale of said
mortgaged premises or so much
thereof as shall be necessary

at public auction by the Sheriff
of said County to the highest bidder
therefor at the front door of the
Court house in Chester in
said County of Carbon on
Saturday the 28th Day of February
1874 at 11 o'clock in the fore-
noon of that Day to satisfy
the amount due thereon to-
gether with the additional
sum of \$25 atty fees stipulated
to be paid in case of foreclosure
together with costs & expenses
of such foreclosure.

Dated January 14th 1874

Baxter & Peck

attys for Mortgagee.

Henry Slechtinger
Mortgagee

And it was agreed that such
admission should stand
for the records in their behalf
and in lieu of full copies.

Thereupon defendants rested
their case. Whinnipon J. A.
Sargant was duly sworn
as a witness on part of the
plaintiffs ~~who~~ and testified
and said the place where
Defendants live is worth
about \$1500, and thereupon
it was admitted by the parties
that the first mortgage was

satisfied by the plaintiffs all
the margin of the record thereof
on the 19th day of March 1872.

Therefore Frederick Gruen was
duly sworn as a witness on part
of the plaintiffs and testified
and said. I am the Register of
deeds for Carver County and
was in 1872. I know both parties
I wrote this (the mortgage deed)
in my office in presence of both
parties. I took the acknowledgment
of the first Mortgage in
Strach's hotel at Carver. I had
the material portions of it to
me and Mrs Strach and they
both acknowledged it. Karl
Klaus was there. They did know
that the hotel property was in
it. at that time I drew two
deeds. that is one deed and a
mortgage was made & delivered
together. I remember this first
mortgage was satisfied and
another deed made and a new
mortgage was made. I released
the first mortgage by plaintiffs
request. He satisfied the first
mortgage before the second one
was signed. I think Strach took
the first one away. The new
mortgage was carried away
to be executed and the mort

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7
day it came back for record
Cross Examination - The first
mortgage was executed at Carver
in the morning. Mrs Strach was
in the kitchen and we called
her out and I told her all what
land was in the mortgage. I
told her the farm of Slichting
and the two lots in Carver were
in the mortgage. I did not
read it to her separately. Her
husband was present. I am
willing to swear that she knew
that the two lots they lived on
were in the mortgage.

Thereupon Karl Klanta was
duly sworn as a witness on
part of the plaintiffs and
testified and said, I know
all the parties to this action
I was present when the first
mortgage was made. Grimmer
came to Carver in Strach's
sitting room. Strach and his
wife were present and Grimmer
explained it to them. I know
nothing about the second mort-
-gage

Cross Examination I witnessed
the signing of the first mortgage
Grimmer explained it in English
I have had some trouble with
Mr Strach about the personal

properly Lichting turned over
to Straech.

Thompson Noelfke was duly
sworn as a witness on part
of the plaintiffs and testified
and said through an interpreter
duly sworn as such. I know the
defendants. Second mortgage
shown to witness who proceeded
and said. I wrote my name
there as a witness. It was in
Straech's House. Frank Warner
was there I think. He did the
whole writing on this mortgage
I could not tell where Mrs
Straech was. She was around
there. I was in the bar room
and Straech & Lichting asked
me to come in and sign the
paper. I think Mrs Straech
was there but am not certain
Question who subpoenaed you
in this case? defendants counsel
then said we subpoenaed him
but he told us a different story
Question to witness by plaintiffs
counsel. Have you ever told
any one about this any thing
different from what you
now have sworn to? answer
I have told no different story
than this to any one. I never
told Mr Warner (plaintiffs atty)

1 6
any thing about it until now.
I never knew him, I told Mr
Straehle what I would swear
to but not Mr Baxter.

Cross Examination I was
at Straehle's house one or two
hours before I signed this
mortgage (one in suit) I think
it was in the sitting room,
Frank Warner was in the
sitting room. I signed the paper
and went right out. I think
Frank Warner was there. Schick-
ling and Mr Straehle was there
and I think Mrs Straehle was
there. I have not talked with
Schickling during the last six
months about this matter. I
have talked with Mr Klecker
about it. I can not say that
the paper (mortgage in suit)
was signed when I signed it
I did not see any body sign
it

Thompson plaintiff was
duly sworn as a witness on his
own behalf and testified
and said I am the plaintiff
in this suit. Mortgage in suit
shown witness who proceeded
and said I was present when
this mortgage was executed
I can read some English

The mortgage was signed in Strach's house in the sitting room, close to the bar room. Mr Strach wrote his own name, then Mrs Strach and Frank Warner both took hold of the pen together, to write his name. Strach asked me to go to Frank Warner's office and get him to come and take the acknowledgment. I went for him, he came over with me.

I was present when the first mortgage was signed. Mr Grimmer called Mrs Strach out of the kitchen to sign that mortgage. Mr Grimmer explained the mortgage to Mrs Strach. I mean the first mortgage. Question how come the sum of \$3000 to be put into the mortgage? answer. ~~we~~ made the bargain. Strach said I should have all the security I wanted. Cross examination, both mortgages were made in the same room. I can't tell who signed the mortgage first the last time I can't tell whether Alfie signed before Mrs Strach or not. Grimmer made the first mortgage ~~all~~ to Mrs Strach ^{all} in English. I know ^{I could not understand quickly that Grimmer said} she was satisfied. I am 66 years old. I never asked Strach to

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pay the last \$250 because I
heard he would not pay it.

Thereupon the cause was
taken under advisement
by the court to be argued on
written briefs, which were
duly presented whereupon
the court made and filed
its decision in writing.

The foregoing comprises all
the evidence introduced at
the trial of this action and
all the objections ^{made} ~~and~~ rulings
made thereon and all the
exceptions taken there to, and
is a full and complete state-
ment of what took place at
the trial of said cause.

Baxter & Child

Legal Attys. The foregoing
is a copy of the proposed case
in this action

W. P. Warner
Opp. atty

No. 804

DISTRICT COURT,
CARVER COUNTY, MINN.

Friedrich Strackebal

Plaintiff.

vs.

Heinrich Schlichting

Defendant.

Frank Warner

Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry

Feb 21st 1874

Register of Actions

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Term Tried

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Judgment for

Amount of Judgment \$

Date of Judgment

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Judgment Book

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Default Judgment Book

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Date of Docketing

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