



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

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.

St Paul Dec 13/74
Wm Constant

Brought of F. H. Kraus, Receiver of Hazel & Ludwig
321¹⁵/₃₄ bus malt @ 1⁵⁰/₁₀₀ B 482,16

Dr

To Note and accounts due 126,58
" Check on German American Bank 355 58
482,16

With this account it is agreed by and between Wm Constant and said F. H. Kraus Receiver above, that in case the Creditors of said Hazel and Ludwig don't get their pay in full say 100^c on the dollar, out of the Property now in hands of said Receiver and there would only be paid all alike 80 or 90^c on the dollar, I Wm Constant will have to pay back my private Account received above on said Note and account 126⁵⁸/₁₀₀ which has been deducted on the Malt above! which may be five or ten or Twenty cents on the dollar of said 126⁵⁸/₁₀₀ more or less

Wm Constant

check per express

New Office of

BAXTER & PECK,

Carver County, Minnesota.

CHASKA, MINN.,

June 4th 1874

Henry Knudsen Esq

Wm Constance of St Paul is

anxious to obtain the malt in the
Magel & Ludwig Brewery - He is a creditor
of that firm but is willing to obligate
himself to pay over the amt that
may be found due the Breccin for the
malt over and above the amount he
may be entitled to as a creditor -

We are willing to accommodate
Wm Constance

Yours Respectfully
Baxter & Peck
per attys

I agree to the above arrangement

Otto Wager

Agreed to above June 5th 1874

I agree to the foregoing this 5th June 1874
Henry Knudsen
Joseph Ludwig

Chaska Aug 4. 1874

H. Krantz, Receiver

Dr. C. H. Heman

Probate Court fees for
furnishing and certifying

To copies of Proceedings, ^{had} and
all papers relating to the matter
of the estate of Anton Windolph
deceased.

\$18.00

Received Payment

C. H. Heman

J. H. Krantz Secy. Receiver of Nagel & Suter's Brewery
To J. J. Guiner

1874. To Recording Due from Hamer. \$1 25

" Abstract of Title 5 50.

" Pasturing Horse 2 00.

1875. Executing Due to P. T. Ellis - 1 50.

Recording Order of Court 1 25

Executing Due to Mrs. Windolph. 1 50.

\$ 13. 00 -

Received Payment.

J. J. Guiner

Minneapolis, Minn., 187



Mr. J. H. Krantz
Chaska

To Minneapolis Freie Presse,

LAMBERT NÆGELE, Proprietor.

Book and Job Printing.

No. 114 HENNEPIN AVENUE.

June 20 Enkhardt Aug. 2 1/2 sq.

\$ 5 00

Red ink

L. Nægele

Every Description of
Job Printing
 executed
 WITH NEATNESS AND DISPATCH.
 Handbills, Programmes,
POSTERS,
 Cards, Envelopes, Tags, &c.
 Furnished to Order.

St. Paul, Minn. Jan. 12th 1875.
 Mr. F. H. Krantz, Chaska

Shakopee
 To GUSTAV LEUE, Dr.

PUBLISHER OF THE

Minnesota Volksblatt,

MARKET STREET, OPPOSITE CITY PARK, ST. PAUL, MINN.

74.
 June 18 Advertising 34. — \$ 5.50

Receiv. paym.

Q3 Bitte um gefällige Zuschriftung.

J & Mary Riccio

In C & L Du Ruit & Co Dr
Nov 17th 1844 In Adm. Sale of
Bourne and personal property
of Wm & Lundy and
Printing Presses for sum \$ 8,69
Received Payment
C & L Du Ruit & Co.

J & Mary Riccio

In L & L Bayler Dr
Nov 17th 1844 To assistance and
legal advice at sale
of property of Wm & Lundy \$ 10,00
Received Payment
L & L Bayler

\$7.87
Clark, N.
May 29 - 74

Received of Theo Belting
sum of \$71.00 Dollars for
1750 H Hay at \$4.00 per ton

Geo L. Loken

#18—

Chas. Jan 6/75.

Recd of F. L. Kraus. Review of Vogel
& Ludwig. Eighteen Dollars. as interest on
Chattel Mortgage due Nov^r 27th 1874.

Mrs. Wineoff

Administratrix



CHASKA, MINN.,

Sept 17th 1874.

Mr. Kranz.

Bought of G. Schubert,

MANUFACTURER AND DEALER IN

Harness, Collars, Saddles, Trunks, Bags & Whips.

Second Street, Herald Block.

Repairing done on short notice.

1874

April 30	Given Whinger	\$	20
May 7	Calas Whinger	"	50
" 1	Whinger	"	25
" 8	"	"	10
Total		\$	105
Krisstiger's fall			

Charaka May' 27, 1874

Ezra Payne son

Thomas L. Payne

\$2150 Cent now paid

an also equal cop

Summers now in

Residence

Joseph W. Wainwright

5,50 für Anzeigen des
Chaska. Leinwand verkauft
zu haben, befristet für
den
H. Lenz.

United States
Postal Card



WRITE THE ADDRESS ONLY ON THIS SIDE - THE MESSAGE ON THE OTHER

To Fr. H. Franz, Esq.
Shakopee.
Scott Co. Minn.

Stamp.

Received from Shakopee from 17th 1874
F. H. Kraus

Seven 50 Dollars,
100

\$ 7.50

W. H. Smith & Son

Anuska Aug 11th 1875

F. H. Prany Recd (Lucy Jane & Wyle)

W L L Bayler Dr

Dr Atty fees and services
for past six months \$ 15.00

Received payment

L L Bayler



Statement.

Shakopee, Minn., June 8th 1874

Mr. H. W. Henry

CITY DRUG STORE.
Office of
American Merchants' Union Express Co.

To ~~Strunk & Gellenbeck~~,
Low

DRUGGISTS.

DR.

CR.

April 24th 1874

750

1/2 past 2 o'clock

D. Kinghorn Chairman

P. H. Hoarey Secy

Candidates to be elected
by ballot

The following named Candidates
received the number of votes as
follows: (49 votes cast)

Cooly IIII

1st P. Duffy IIII

Wm D. Kinghorn IIII

John Eller IIII

John Eller
nominated

Starkman III

J. Urge IIII

J. Urge nominated

2nd P. Duffy IIII

D. Kinghorn IIII

P. Stearns IIII

elected

P. Kennedy IIII

Kinghorn III

P. Duffy I

Frank H. Hoarey nominated
Clerk by acclamation

Francis Stearns Treasurer by acclamation

P. Hath Assessor by acclamation

Wm L. Dean Justice by acclamation

P. P. Bond Secy by acclamation

John Eller Collector
Advs and

Treasurer's Office, Carver County, Minn.

F. H. Krantz Receiver of Sagel & Ludwig the sum of *Thirty Three*

33 Dollars,
100

In full for State, County, Town, and School Taxes, on the following described property, situated in the County of Carver, for the year 1874.

Printed and Published by G. W. Minneapolis.

DESCRIPTION.

Section
or Lot.

Town
or Block.

Range.

Acres.

Valuation.

Amount of Tax.

Personal Property in the Town of

Chaska

1014
Total, \$ *33 56*
33 56

Carver County,

Chaska Feb 21 1875

Francis Hapner

Treasurer.

By

Deputy.

Treasurer's Office, Carver County, Minn.

Receipt of *Franz Franz Res. of Angel & Ludwig* the sum of *thirteen*

82 Dollars,
100

In full for State, County, Town, and School Taxes, on the following described property, situated in the County of Carver, for the year 1874.

Tribune Publishing Co., Minneapolis.

DESCRIPTION.	Section or Lot.	Town or Block.	Range.	Acres.	Valuation.	Amount of Tax.	
<i>1 acre in NW 1/4</i>	<i>9</i>	<i>115</i>	<i>23</i>	<i>1</i>	<i>384</i>	<i>13 82</i>	
Personal Property in the Town of						Total, \$	<i>13 82</i>

Carver County, *Chartha Feb 26* 187*5*

Franz's Representative

Treasurer

By

Deputy.

No. 1

DR'S OFFICE CHASKA CARVER CO,

Sept 1st 1894

hereby certify that the Taxes for 1893 on the following described property is as follows :

Description.	Sect'n	Town	Range	Acres	Value	Amount
Given in No 14 of S 8 1/4	5	115	23	1		\$1.00

L. Streubens

County Auditor.

Received from Frank N. Grant, Received of Magel Ludwig, the sum of one -
dollars in full as above.

Francis Hapensta County Treasurer.

R'S OFFICE CHASKA CARVER CO., February 26th 1875

I hereby certify that the Taxes for 1873 on the following described property is as follows :

Description.	Sect'n	Town	Range	Acres	Value	Amount
Acres in S.W. 1/4	9	115	23	1	as pr. judge	\$54.48
						\$54.48.

Received from *C. Hagel & J. Rudwig* by *J. Kranz* County Auditor. *fifty cents* ⁴⁸/₁₀₀
dollars in full as above.

Francis Lassus County Treasurer.
per *V. Stenlund*.

Duplicate for taxes received by F. Hassin
State



COUNTY TREASURER'S OFFICE,

Chaska, Carver County, Minnesota, ... February 26th 1875

Received from F. H. Kranz (reimburse) the sum of Fourteen & 94/100

..... dollars in full for all Taxes on the following described property for 1873

[illegible]

Francis Hassinstate County Treasurer.

CHASKA, MINN.,

Nov

1875

Mr Granz

Bought of PH. HENCK,

DEALER IN

Hardware and Agricultural Implements.

(MINNEAPOLIS FIELD PRESSE PRINT.)

1874			
Apr	26	4 Pat. Sacks nails	1 75
	19	4 new shoes 4 moves	3 00
May	7	10 lbs Nails	50
	30	1 new shoes 2 moves	1 80
June	18	2 moves & nails	75
July		4 2 moves & Tacks	65
			<hr/> 8 75

Linenfelter & Faber,

CHASKA, MINN.

Dealers in
Dry Goods, Groceries, Hats and
Caps, Boots & Shoes, Ready
Made Clothing, Hardware,
Crockery, Grain,
Wood,
Hoop Poles,
And all kinds of Produce.

CHASKA, MINN.,

Aug. 21st

1874

Mr Frank H. Kranz (Receiver of Hazel & Ludwig)
Chaska

Bought of Linenfelter & Faber,

Corner of Second and Walnut Streets.

(Minneapolis Free Press Print.)

TERMS CASH. — Interest at 12 per cent after thirty days.

1874							
Apr.	28	50	2 ⁺	Candles			40
May	5	1	5	Bu Oats	60		3.00
	13			Salt			15
	15	1	5	Bu Oats	65		3.25
	18	1	2 ⁺	Candles			50
	23	1	4 ^{10/32}	Bu Oats			2.60
	29	1	5 ^{6/32}	2. 2.			3.10
June	5	1	Wagon Grease	45 Candles			65
	10	1	4 ^{3/4}	Bu Oats			2.85
	11	1	Rope	25 Matches			35
	17	1	4 ^{30/32}	Bushels Oats			2.96
	24	1	2 ⁺	Candles			40
			4 ^{30/32}	Bushels Oats			2.95
July	1	1	4 ^{12/32}	Bushels Oats			2.60
	15	1	2 ⁺	Candles			40
							26.16

Received Payment
Linenfelter & Faber
J. P. W.

State of Minnesota,
DISTRICT COURT, 8th DISTRICT,
COUNTY OF SCOTT *Carver*

Joseph Ludwig

Agg. nt

Otto Nagle

Summons.—For Relief.
(Com. Ser.)

THE STATE OF MINNESOTA, To the above named defendant,

You are hereby Summomed and required to answer the complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to said complaint on the subscriber, at *his* office in *Shakopee in the county of Scott, State of Minnesota*, within twenty days after the service hereof, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the complaint.

Dated

18

Henry Berids

Plaintiff's Attorney.

1 State of Minnesota District Court
County of Carver 5th Judicial District

Joseph Ludwig }
 } against
Otto Nagle }

The plaintiff in the above entitled action for complaint against the defendant therein avers that on or about the 6th day of September 1873 entered into ^{under the firm name of Ludwig & Nagle} partnership with each other upon a verbal agreement to form such partnership to carry on the business brewers at Chaska in said County, which consists of buying brewers stock, making beer and selling the same. There was no time fixed for the duration of such partnership.

On or about the time of the formation of said partnership, the parties to this action entered upon the prosecution of the partnership undertaking. The plaintiff has put into the partnership undertaking as capital the sum of Two thousand and sixty nine ⁴²/₁₀₀ dollars and the defendant the sum of \$1344. ²⁵/₁₀₀ dollars. The parties to this action continued to prosecute the partnership business each giving his personal labor in the business until the 19th day of February 1874, where the defendant at their brewing

in Blaska assaulted and beat the plaintiff
with a club and with a lantern upon his
head and body in a cruel and inhuman
manner whereby his skull was broken
and fractured and his head and body lamed
by reason whereof the plaintiff became
sick, sore and lame, and greatly disabled
and crippled for life, and to such an
extent that it is dangerous to his life
and health to continue the prosecution
of said partnership business at all.

That by reason of the defendants said
violence towards the plaintiff, ~~there~~
personal relation is such that it is
improper and impossible for them to
4 continue the prosecution of said partnership
business, and on the 24th of February 1874
the plaintiff notified the defendant that he
would not continue such partnership any
longer, and demanded a settlement of
the partnership affairs and business and
accounts as between themselves and other
with whom said partnership had had
dealings which remained unsettled. The
parties to this action have been unable to
effect any settlement of their partnership
matters satisfactory to both parties.

The partnership debts amount to about
5- \$300 besides a mortgage upon the partnership

property of about \$2700 besides interest

The defendant has a separate mortgage covering his interest in the partnership real estate amounting to about the sum of \$180.⁰⁰

The partnership has on hand about one hundred and eighty barrels of beer which must be put into the market for sale to save loss to the partnership.

The firm own a large amount of personal property, including three horses,

and claims due the firm, amounting in value to about \$300.

And own the following real estate. to-wit;

- 6 Commencing at the North west corner of David Ebingers former land. or at the North East corner post. of the Town site of Chaska in said County. running thence Southerly 15° East on Eastline of said Town site, on Brach Street eight (8) rods.. running thence East twenty (20) rods. thence Northerly 15° West. eight (8) rods to a post; thence West to the place of beginning. all lying and being in the North West Quarter, section 9. Township 115. Range 23. containing one acre of land upon which said brewery building is built; with the Brewery and all the buildings standing thereon. And also one acre of land in another part of said town. on which is placed a cellar.

7 And the plaintiff further avers that the
defendant, notwithstanding said notice of the
plaintiffs refusal to continue the partnership
any longer, continues to prosecute the
partnership business in the firm name,
buys and sells in the partnership name,
collects partnership claims, and uses the
partnership credit, ^{and utterly refuses to consent to a dissolution of the partnership}. The defendant has no
property or means subject to levy, other than
his interest in the partnership assets.

8 The Plaintiff therefore demands the
judgment and decree of this court
declaring the said partnership dissolved;
decreeing an account of the partnership
affairs, that all the affairs of the partnership
may be wound up; that a receiver
may be appointed to close the partner-
ship business and make a sale of the
partnership property, collect the partner-
ship claims and pay the partnership debts,
and liabilities, and make a final distribution
and application of the partnership effects:
that the defendant be restrained from disposing
of the partnership property, or transacting any
the partnership business, and for such other
9 relief as the plaintiff is entitled to, and for costs.
Dated March 2^d 1874

Henry Hinds
Atty Plff

Joseph Ludwig

Otto Nagel

Order Appointing a
receiver

Given, April 21st A.D. 1874.
Augustenbuhl
Delink

Joseph Ludwig

Otto Nagel

Receiver's Bond

The Within Bond and
Conditions therein are hereby
approved, this 21st day
of April. A.D. 1874.
G. W. C. C. C. C.
Chas. H. H. H.

Given, April 21st A.D. 1874.
G. W. C. C. C. C.
Chas. H. H. H.

Know all men by these presents that we
F. H. Krantz as principal and D. S. Hard
and W. G. Briggs as sureties, are held
and firmly bound unto Joseph Ludwig
and Otto Nagel, partners, in the sum
of Two thousand dollars for the pay-
ment of which well and truly to be
made we jointly and severally bind
ourselves ^{and our} administrators and assigns
if default be made in the condition
following:

Whereas the said F. H. Krantz has
been appointed Receiver by the District
Court of Carver County of the Partnership
Property, real and personal, of said
Joseph Ludwig and Otto Nagel; Now
therefore the condition of this obligation
is such if the said F. H. Krantz shall
well and faithfully discharge all his
duties as such receiver then this
obligation to be void, otherwise of force.

Sealed with our seal and dated this 20th
day April AD 1874

Frank H. Krantz
David L. Hard
W. G. Briggs

[Signature]
[Signature]
[Signature]

State of Minnesota

County Scott ss Before me this 20 April
1874 personally came F. H. Krang. D. S.
Hans and W. G. Bruggs ^{on the 21st day of April.} and they severally
acknowledged that they executed the foregoing
bond.

William H. Koser,
Notary Public

State of Minnesota
County of Cass }

I hereby certify and
return, that in Cass in said County
March 3^d A.D. 1874 I served the within
Summons and Complaint upon
the within named defendant Otto
Wagle by personally delivering to him
true copies thereof -

Fees Taken .20
Service 2.00
\$2.20

True & att Test
Shirley H. said Co
by J. Schoenborn Deputy
Shirley

Joseph Engdwing

Otto Wagle

Summons &
Complaint

Original

Filed Sept 17th A.D. 1874.
J. Schoenborn
Clerk

1874

State of Minnesota

County of Scott ss

Joseph Ludwig being duly sworn says he is plaintiff in the foregoing entitled action; that the foregoing facts stated in the foregoing complaint are true of his own knowledge, except as to those matters therein stated on his information and belief and as to those matters he believes it to be true.

Subscribed & Sworn before me this 3^d day March 1874

Joseph Ludwig

H. M. L. Muller

Just. Peace

State of Minnesota
County of Carver

District Court
8th Judicial District

Joseph Ludwig }
 against }
Otto. Vogel } }

The plaintiff having
given notice of a motion for an
Injunction to be heard at the
regular term of this court April
6 1874;

It is Ordered that Otto Vogel
the defendant, his attorneys, agents and
servants, be, and they are, and each
of them is, hereby restrained and in-
joined from selling or disposing of in
any manner any of the property, real
or personal, owned by the parties to
this action as partners, or collecting or
receiving any moneys due to them as
such partners, until the hearing
and decision of the court upon said
motion

Dated March 23^d 1874

A. G. Chatfield,
Judge Eighth Judicial District.

State of Minnesota
 County of Carver ^{S.S.} J. F. E. DuToit
 Sheriff Carver County Minn. do hereby
 Certify and return that I did at the
 Village of Chaska County & State aforesaid,
 on the 24th day of March A.D. 1874,
 serve the within "Restraining Injunction
 Order" on the within named def-
 endant Otto Nagel by then & there
 reading the same to him and
 also by handing to & leaving with
 him a true copy thereof.

Service \$1.00
 copy 25-
 mileage 20
 145-

J. F. E. DuToit
 Sheriff Carver Co. Minn.

Joseph Ludwig

Otto Nagel

Restraining Injunction
 Order

Filed March 24th 1874
 J. F. E. DuToit
 Sheriff

145-

State of Minnesota
Dist Court 8th Dist
Leavenworth County.

Joseph Ludwig }
-or- } Order.
Otto Nagel }

This case came on to be heard upon the application of the Plaintiffs for the appointment of a receiver in the above entitled action to take possession of the partnership property referred to in said action owned by said Plaintiffs and Defendants and it being agreed by both the Plaintiffs and Defendants and their attys that such receiver is necessary and proper and the parties hereto having agreed and consented that Frank H. Krang of Shakopee be appointed such receiver. Now therefore it is hereby ordered that said Frank H. Krang be and he is hereby appointed receiver in the above entitled action whose duty it shall be and who is hereby authorized to forthwith take possession of all the partnership property both real and personal belonging to and owned by said

Partners, and dependent as such
partners, and sell and dispose of
of the same for cash for the best interests
of said partners within a reasonable
time hereafter, to pay off all partner-
ship debts that are due, and to
close up all the partnership business
of said Partners, and dependent, as
soon as the same can be conve-
niently done. ~~Provided~~ unless otherwise
ordered by this Court. Provided that
before entering upon his duties, as
such receiver he shall give a bond
with sufficient sureties to be approved
by the Clerk of this Court in the sum of
\$2000. for the faithful discharge of
his duties as such receiver.

Dated April 16th 1874. By the Court

A. G. Chatfield
Judge

State of Minnesota }
County of Carver.

8th Judicial District.

Joseph Ludwig
vs.
Otto. Hagle.

To the Hon District Court aforesaid.

The undersigned Referee to whom said Cause was referred by the order of said Court duly made therein to ascertain and determine and report the standing of said parties in their partnership business together with their liabilities, would respectfully report as follows;

That having taken the oath as such Referee required by law which is here to affirmed and marked. "H"
He proceeded to hear the proofs and allegations on behalf of said Plaintiff and Defendant, and do hereby find and report as follows herein; That is to say.

As Conclusions of fact. - The said Plaintiff and Defendant entered into Copartnership with each other under the firm name of Ludwig & Hagle, on or about the 6th day of September A. D. 1873. That at the date of the formation of said Copartnership, the said Otto Hagle was the owner of, and in possession of the following described property situated in said County of Carver to wit. Commencing at the Northwest Corner of David Ebinger, former land, or at the Northeast corner post of the Townsite of Chaska in said County, running thence Southerly 15° East on east line of said

Townsite on each that eight (8) rods - running thence
East twenty (20) rods - thence Northwesterly 15° West Eight (8)
rods to a post, thence West to the place of beginning
all lying and being in the N.W. 1/4 of Section 9, Town 115.
Range twenty three containing one acre of land, with
the Brewery and all the buildings standing thereon
together with the fixtures, tools, team, wagons, sleighs
harness etc. pertaining to said business - subject
however to the following incumbrances, viz: the sum
of \$2700. on said real estate and the sum of \$280 on a
part of said personal property

That on or about the day aforesaid the said Otto Nagle
sold to the said Joseph Ludwig an undivided one
half interest in said real and personal property
for the sum of \$800.⁰⁰ subject to said incumbrances.

That said partnership business continued until the
16th day of April A. D. 1894. when Frank H. Kiang was
appointed Receiver to take charge of and dispose of said
partnership property.

That said Joseph Ludwig is chargeable with the sum of
\$800.⁰⁰ agreed to be paid for his undivided one half interest
in said business, and that he is also chargeable with the
sum of \$1208 ⁵²/₁₀₀ received from sales of beer &c. that he
has paid into said business the sum of \$2267 ⁷⁵/₁₀₀ -
leaving a balance due said Ludwig in excess of
disbursements over receipts the sum of \$258 ⁵²/₁₀₀.

That the said Defendant Otto Nagle is entitled to
credit for the sum of \$800.⁰⁰ agreed to be paid by said
Plaintiff for the undivided one half interest in said

business, and also the sum of \$266³⁵ paid into said
business - that he is chargeable with the sum of
\$518⁴⁰ received from the sale of beer, etc. leaving a
balance due said Hagle in excess of disbursements over
receipts the sum of \$547²⁵.

I therefore find that there is due from said Joseph
Ludwig Plaintiff to said Otto Hagle Defendant
in order to make his account with said business
equal with said Hagle the sum of \$144⁶³.

That there is outstanding indebtedness of said partners
in said business amounting to the sum of \$946⁶²
as shown by the Schedule hereto attached marked
"D" and made a part of this report, and that the
same is due to the several parties named therein.

Dated January 25th, 1846

J. W. Lencroix Referee

Fees \$30⁰⁰ for 15 day services at \$5. per day.

"A"

Claims presented and allowed against the firm
of Nagel & Ludwig

1	John Kosloosky	Blacksmithing	5	00
2	Herker & Varby	Hardware	20	55
3	E Schubert	Hammerwork	5	30
4	John Dick	Wood	50	46
5	Jacob Kirsch	Wood	31	50
6	Andrew Schimpf	Lumber	144	22
7	Ludwig Gruber	Cooperage	67	91
8	Leonard Grates	Masonry work & Brick	78	00
9	Philip Benck	Hardware	66	60
10	Lucien Warner	Brick	18	00
11	F. W. Weaning	Carriage & posting books	25	00
12	M. Konstans	Roofs & Cement	126	58
13	Anton Hilton	labor	7	90
14	J. P. M. Schalle	judgment for digging cellar.	91	96
15	Joseph Canueller	Oats	1	25
16	Berthold Hers.	Lead pipe	5	04
17	Robert Berlon.	labor	54	00
18	H. Sausby	Wood	3	30
19	Franken & Staker	Horse Medicine	3	55
20	H. S. Staring.	Horse surgery.	7	00
21	George Ulmer	Beer.	9	00
22	Friedrick Heinicke	Hay.	5	85
24	Joseph Kinninghoff	Blacksmithing	6	80
25	Thies & Wolf	Barley	20	85
26	Geo. Lory.	Work in ice	5	00

860.62

- 27 Herman Hagle Work.
28 Barnard Kaufcholy Wood

860 62

72 00

14 00

946 62

"4"

State of Minnesota
Dist. Court & Secy-
Gen. Court,

Joseph Ludwig

- vs -

Order of Referees.

Att. Stages

You do solemnly swear that
you will faithfully and fairly
hear and determine this action
wherein Joseph Ludwig is Plaintiff,
and Att. Stages defendant and
make a just and true report
thereon according to the best of your
understanding and ability so help
you God.

Subscribed and sworn to before me
this 25th day of April

1874.

Dr. Grimes

Reg. of Deeds

for Levee Co Minn

Account of Sales of Deer by Otto Nagel and Joseph Ludwig respectively,
and amount of money received by each on such $\text{\$}$.

	Sales by O. Nagel	Receipts by O. Nagel	Sales by J. Ludwig	Receipts by J. Ludwig	Total Sales.	Total Receipts
Barthel	4 00	8 95	113 62	112 87	122 62	121 82
Wm Brinkhaus	18 00	14 35	144 00	128 44	162 00	142 79
H. Brinkhaus	15 75	3 35	129 50	97 42	145 25	100 77
T. Emantweit.	33 75	35 25	136 12	118 10	169 87	153 35
Chas. Eder	-	-	28 12	28 07	28 12	28 07
H. Hammers	29 25	25 10	214 12	139 47	243 37	164 57
L. Maurus	2 25	2 25	58 50	45 50	60 75	47 75
T. Von Miliken	4 50	2 25	48 27	32 75	52 87	35 00
T. Kerker.	-	-	77 62	62 55	77 62	62 55
F. Oberle.	22 50	18 00	96 75	92 50	119 25	110 50
H. Schratz	-	-	2 25	2 25	2 25	2 25
H. Schickhorn	7 87	4 44	56 24	53 72	64 12	58 17
T. Schaefer.	3 37	3 35	23 62	23 60	27 00	26 95
F. Wimmer.	-	-	93 50	41 87	93 50	41 87
E. Zoppitz	16 87	11 25	29 25	22 50	46 12	33 75
Wm. Walk.	22 50	22 50	67 50	59 50	90 00	82 00
J. Lany	4 50	4 50	15 75	13 50	20 25	18 00
Stuer	-	-	12 37	10 12	12 37	10 12
Straker	-	-	24 75	18 50	24 75	18 50
Baerle.	-	-	2 25	2 25	2 25	2 25
Concordia	-	-	29 25	24 75	29 25	24 75
T. Engel	-	-	27 00	15 75	27 00	15 75
S. Hele	6 75	6 70	27 00	23 57	33 75	30 27
Michels	-	-	2 25	2 25	2 25	2 25
Wm Ochs.	5 60	3 30	40 50	33 67	46 10	36 97
	202 48	165 54	1500 25	1205 51	1702 72	1371 06

Otto Mayle. In A with Ludwig & Mayle.

1873. Sep 6	By J. Ludwig -	800 00	
1873 " 9	" Cash paid for Cement & freight	75	
10	" " Mason work	5 00	
"	" " Horse shoeing	2 00	
15	" " Platform scales	15 00	
"	" " Lime	1 00	
"	" " Hose Coupling	2 25	
"	" " R. R. Tickets	3 00	
"	" " Barley	19 50	
"	" " do	30 00	
"	" " do	18 60	
"	" " Cash at Brewery -	152 95	
"	" " Expenses in selling Beer -	13 30	
"	" " Wm Becker for work	3 00	
	<u>Dr</u>	1066 35	
	To Poll taxes 1873.	3 00	
	" Cash of Ludwig from Nov 15 to Dec 24/73	420 55	
	" do " " Dec 25 to Feb 12/74	29 50	
	" do " for Beer sold from Feb 13/74		
	to March 21/74.	165 55	578 40
			<u>547 95</u>

	161 75
" Beer	1 00
" Poll tax	6 00
" Wood Saw	1 00
" Lumber Harner. Water lease	50 00
" Carpenter	5 00
" do	5 00
" Meat	11 25
" Hay	16 00
" Wood	3 00
" Carpenter	15 00
" Stick	3 90
" Carpenter	3 00
" Thermometer	. 75
" Barley	16 20
" Bell	. 60
" Nails	. 70
" Do	. 65
" Cement	4 00
" Bright on pipe	1 95
" Dart Stone for Barley	355 35
" Schinff for lumber	34 10
" A. A.	20 30
" L. Harner	128 54
" Schinffenger Meat	16 25
" Hops	100 00
" Fumigating tub	8 25
" Store Goods	3 75
	976.29

Joseph Ludwig & Co. with Ludwig & Nagle

1873

By R. R. Tickets	3 60
do	2 00
" Cement.	3 40
" Freight	3 85
" Alkermiths	2 50
" Beer	3 40
" Telegraphs	2 50
" R. R. Tickets	2 40
" 2 Books.	2 50
" Barley	10 00
" 1 Keg Beer.	2 00
" Barley	14 80
" do	38 80
" 1 Keg Beer.	2 00
" Hood	2 00
" Glass.	1 90
" Tacks	1 10
" 1 Keg Beer	2 00
" Barley	41 75
" Hood	2 00
" do	1 25
" Oats	3 50
" 1 Keg Beer.	2 00
" Carpenter	10 00
" Hood	5 00
" 1 Keg Beer	2 00
" Hood	3 50

161 50

			1599 66
28	"	Drug Store	" 50
	"	Whiskey	" 40
	"	do	" 35
29	"	Ludwig. Cooper.	40 00
"	"	Hood	3 00
	"	Store Goods	7 05
	"	Expens. Cork Machine	35
	"	Books	50
30	"	Drug Store	50
Sept 4	"	Olto Nagel	210 35
	"	L. Spicks	24 45
Nov 29	"	Olto Nagel	5 00
Dec 2	"	Peter Lano Hood	13 00
6	"	Books	" 50
"	"	Grass	" 20
"	"	Fick for wood	20 00
"	"	Store Goods	1 80
10	"	Markus & Hartley	10 00
"	"	Coaling	2 40
"	"	Hay	7 50
"	"	Drug Store	2 45
"	"	Hay	50
13	"	Fick for wood	5 00
"	"	Henry Hammer	25 00
14	"	Store goods & Meat	3 66
15	"	Fick for wood	5 50
17	"	Books	" 60
			1990 22

		976 29
	14. pr. Bolts	25
	" Hooks	16 50
	" Hinges	22 00
	" Stamps	25 00
	" Saws	1 20
	" Roffensmith Halls	12 50
	" A B Trunks	3 00
	" 3 Gro Books	3 30
Nov 11	" Schuniff	8 00
"	" Ground Hook	70 00
19	" Bailey	45 60
"	" M. Rachel	37 50
"	" Hood	2 50
"	" Mrs Hendoff	100 00
22	" J Skimminghoff	10 00
"	" Frank Jacobson Carpenter	22 50
"	" M Rachel	11 25
24	" Schuniff	150 00
"	" Schneider Hook	5 00
"	" Carpenter	1 60
25	" Skimminghoff	14 30
26	" Stamps	25 40
"	" Lumber	25 00
"	" Money order	37
"	" Dry Stone	50
27	" Cash to Hayes	5 00
"	" Lickins Meat	5 50
		1599 66

State of Minnesota
Dist Court 8th Dist
County of Carver

Joseph Ludwig
vs.
Otto Nagle

Report of Referee

Filed, January 29th 1876.
G. Schreyer
Clerk

172

		1990	22
Dec 17	" Horse.	17	00
18	" Otto Stachel	5	00
	" Fick for Hoods	9	00
	" Graw	"	25
	" Glass putty	"	25
19	" Graw	1	00
20	" Baileys	11	35
	" Hoods	2	25
	" Tallow for Candles.	1	00
	" Drug Store		25
	" Cash in Brewery up to Feb 17/74	229	64

2267.21

Dr

To poll tax 1873	3	00
" Und. fr Int in business	800	00
" Cash rec ^d from Sales of Beer &c	1205	52
	2008	52
	258	69

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

Joseph Ludwig }
vs } Order
Otto Nagel }

This case came on to be heard upon the application of the Plaintiff for an appointment of a receiver in the above entitled action to take possession of the partnership property referred to in said action, owned by said plaintiff and defendant, and it being agreed by both the plaintiff and defendant and their Attorneys, that such receiver is necessary and proper, and the parties hereto having agreed and consented that Frank H. Krantz of Shakopee, be appointed such receiver, Now therefore it is hereby ordered that said Frank H. Krantz be and he is hereby appointed receiver in the above entitled action, whose duty it shall be, and who is hereby authorized to forthwith take possession of all the partnership property, both real and personal belonging to and owned by said Plaintiff and defendant, as such Copartners.

and sell and dispose of the same
for cash for the best interests of
said Copartners within a reasonable
time hereafter, to pay off all partnership
debts that are due, and to close up
all the partnership business of said
plaintiff and defendant: as soon as
the same can be conveniently done
unless otherwise ordered by this Court.
Provided, that before entering upon his
duties as such receiver he shall give
a bond with sufficient sureties to
be approved by the clerk of this Court
in the sum of \$2000, for the faithful
discharge of his duties as such receiver.
Dated April 16th 1874

By the Court
A. G. Chatfield,
Judge Dist Court,

State of Minnesota ss.
County of Carver

I Gustave Wrayenbuhl, Clerk
District Court Eighth Judicial District in and for said
County of Carver and State aforesaid, do hereby certify
that the within is a true and correct copy of the order
of this Court appointing receiver in the above entitled

State of Minnesota
District Court Eighth Dist
County of Cass

Joseph Ludwig }
 } against
Allen Wright }

To the said District
Court -

The undersigned, Receiver, duly
appointed and acting, in said action
under an order of said court
respectfully represents, that he
has been engaged, since the 21st day of
April 1878 in selling and dis-
posing of the property and effects
belonging to the parties in said
action as directed by the order
of said court. That the expenses
attending the care management and
sale of such property at private
sale is great, and unless the same
is speedily disposed of such
expenses will mount, absorb the
money received from such sale
That the interest of the said parties
as well as that of the creditors
requires that said property be
disposed of without delay.

The undersigned therefore respectfully

asks that an order be issued by
said court empowering and directing
him to sell and set free of all
of said property at public auction
without delay.

Dated, June 8th 1874

Frank B. Krantz
Receiver
U.S. Court

Filed, Aug 16th 1874
W. H. C. C. C. C. C.
C. C. C. C. C. C.

100-

Dist. Court
Lower County.

Joseph Ludwig

— 28 —

Otto Nagel.

Application & Order.

Attest
G. H. Kraenke
clerk

— 179 —

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

Joseph Ludwig }
- vs - } Order.
Oto Stadel }

Upon reading and filing the
annexed application and by consent
of the said plaintiffs and defend-
-ant and their attys it is hereby
ordered that Frank H. Krang the
receiver thereof be and he is
hereby authorized to sell the ^{personal} prop-
-erty in his hands as such
Receiver at public auction at
the time and in the manner
he shall deem advisable.

By the Court

A. G. Chatfield
Judge

State of Minnesota
Dist. Court 8th Dist.
Leam County,
Joseph Ludwig,
vs.
Otto Nagel

To the Hon A. G. Chatfield Judge of the
District Court Eighth Judicial Dist of Minn.

The undersigned Receiver appointed in the above
entitled action hereby petitions this Court, and
states, that there is in his hands as such
receiver a large amount of real estate and
personal property in said Leam County
the assets of said Plaintiff, and defendant
jointly, that a part of said real estate
is owned by said parties absolutely, in
fee, clear of all incumbrances whatever
that a part thereof the interest of said parties
is contingent therein.

Your Petitioner further shows that for the
purpose of closing up said partnership bus-
iness and to the end that the partnership
debts of said parties may be paid this
petitioner is desirous of selling said
property and all the interest that the
Plaintiff and defendant may have
in and to said property and all of the
property in his hands as such receiver the
assets of said parties. Wherefore your

petitioner prays for an order of this Court
authorizing him to sell either at private or
public sale all the property in his hands as
such receiver and all the interest the said parties
may have therein in such a manner as in his
judgment will be most beneficial to the interests
of said parties.

Done Oct 20th 1874

Frank B. Kranz

Quincy

- 43 -

Page 2.

Petition for

leave to sell.

Filed August 16th 1888
By Magistrate
W. H. B.

100

State of Minnesota.

District Court, Eighth Judicial District.

County of Carver.

Joseph Ludwig

agst

Otto Nagel

} On reading and filing petition of Frank H. Krauz, Receiver of the partnership property of the parties in the above entitled action, whereby it appears that there is remaining in his hands unsold a large amount of partnership property of the said parties, real, personal and mixed, constituting part of the assets of said partnership, and that it is necessary that said property should be sold, to the end that the avails thereof may be applied in payment of the debts and liabilities of the said partnership, and the business thereof closed, On motion of Baxter & Peck of Counsel for the said Receiver.

It is ordered, that the said Frank H. Krauz, Receiver as aforesaid, be and he hereby is authorized & allowed to sell, convey and deliver the said partnership property so in his hands as such Receiver, and each and every piece, parcel and article thereof at such time or times and place or places, and in such manner, whether at private sale or at public auction on due & proper notice, and at such price or prices and terms as to him, in the exercise of his judgment & discretion, shall seem best and most beneficial to the rights and interests of the parties to this action and their Creditors and that the said Receiver keep and render to this Court

Joseph Ludwig
to Nagel.

Order Appointing
a Receiver.

Copy

Office of Reg. of Deeds
County of Lancaster

I hereby certify that
that the within instrument
was filed in this Office for
record on the 27th day of
October, A. D. 1874 at 10
o'clock A.M. and was duly
recorded in Book "A" of
Deeds on pages 255 & 256.

Frederick Gruner
Reg. of Deeds

By Fred Gruner

action, that I have compared the same with the
original on file in my office, and that the same is
correct transcript therefrom.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of said Court, at Charles
... in said County, this 24th day of October A.D. 1894

J. W. Weyenbrühl
Clerk

L. M. W. W.

- 72 -

Stapel

Order to sell real
estate, & Petition.

Yates, August 16th 1876
H. H. W. W. W.
H. H. W. W.

1876

a true record and account of all sales made by
him under or by virtue of or pursuant to this order.

Dated October 20th 1874.

By the Court

A. G. Chatfield

Judge oc.

Inventory of Personal Estate of the Partnership firm of Taylor & Ludvig

1 Force Beer pump & fixtures	80.00
1 Mash Tub.	25.00
1 Thermometer	2.50
1 Malt Mill & Horse power	100.00
2 Bales & a brace of Hops	90.00
50 lbs Pitch	3.50
1/4 cbl Rosin	5.00
1 Platform Scale	15.00
1 Fanning Mill	10.00
250 Bush Malt	375.00
1 Beer Cooler	3.00
24 Sacks (Grain)	2.50
3 Malt Shovels & 1 Broom	5.00
1 Heating Stove & Pipe	3.00
1 Steep Tub.	25.00
1 Water Tank	40.00
5 Fermenting Tubs	125.00
2 dipping pails	4.00
1 Funnel	2.00
1 Skimmer	-
100 1/8 Kegs Est.	75.00
50 1/4 " "	50.00
75 ft Hose.	40.00
1. 2 in iron pipe 8 ft.	1.00
3. Brass Faucets.	10.00
1 Cork driver	5.00
	1096.50

10-
132
147

	1096.50
1 Shut iron Heating Stove	5.00
1 7 Bbl Cask	10.00
1 6 " "	10.00
4 2 1/4 " "	15.00
2 4 " "	10.00
15 Bbl Young Beer.	75.00
12 Casks Layer 11 Bbl each	924.00
13 12 Bbl Casks.	312.00
1 water Cask	1.00
1 Ice tong	1.00
Pons Ice	- -
12 Cords Soft wood	24.00
10 " Hard do	30.00
4 1/2 " " "	22.50
1 for Horses. 1	200.00
1 set double Harness.	10.00
1 " Single do-	5.00
1 Beer Wagon	50.00
1 1/2 spring a	25.00
1 for Cobs.	4.00
1 light Sleigh	15.00
1 set Branding irons	- .50
1 Ram + fixtures	150.00
1 Rotary pump	10.00
116 x 1/4 stamps & 8 1/4 x stamps	3005.00

116
14.50
2.00
16.50
1.15
15.35

from deduction

State of Minnesota }
 Dist. Court 8th Dist. }
 County of Scott. }
 Joseph Ludwig }
 vs. }
 Otto Karpel }

On the matter of the allowance
 of the compensation claimed by J. H. Krantz,
 Receiver in the above entitled action, and the
 directing issues to be framed in relation thereto &c.

The following is the complaint, demand &
 claim of said J. H. Krantz, for said com-
 pensation.

The above named J. H. Krantz, respectfully
 states and shews to the court, that he was
 the Receiver duly appointed by said court in
 said action and duly qualified and acted
 as such Receiver.

That he during the years A.D. 1874,
 & 1875 done and performed services as follows:
 seventy seven (77) days in the county of Scott
 which were worth and of the value of four dollars
 for each and every day thereof; and one hundred
 and seventy nine (179) days in the county of
 Carver which were worth and of the value of
 five dollars for each and every day thereof;
 said services being worth and of the value
 in the aggregate of twelve hundred and
 (1203) dollars. That all of said ser-

were actually & necessarily performed
Receiver in the proper discharge of ^{his} duty
such Receiver & that the amount charged
therefor is just & reasonable, & that as part
thereof has been paid but that on the contrary
the same is now wholly due.

That heretofore viz. on the 18th day of July
A.D. 1878 said Receiver made & submitted
to said court his report of his doings as such
Receiver in said cause, together with the claim
for compensation as such Receiver heretofore set
forth, & such action was had thereon that
said court thereafter & on the 4th day of
August, A.D. 1878 by its order duly made,
accepted & allowed said report excepting
so much thereof as related to the compensation
of said Receiver; & as to said claim for
compensation said court in said order allowed
the sum of \$800 thereof & disallowed & disallowed
all in excess of said \$800. to wit; the sum of
\$403. thereof

Wherefore the said Receiver prays that the
said sum of four hundred & three dollars (\$403)
be allowed to him for compensation as said
Receiver as aforesaid, in addition to the
amount allowed by said court

McDonald & Southworth
Attys. for said Receiver.

State of Minnesota
Dist. Court, 8th Dist.
County of Leavenworth

Joseph Ludwig

vs.

Etto Nagel

Upon the application of Frank H. Strang the Receiver in said action to have issues framed, comprising the matters in the order heretofore made in said action, and by which he feels aggrieved as appears by said application, it is ordered that issues be made, and that the complaint of said Receiver hereto annexed be allowed as such complaint and that a copy thereof be served upon the attorneys of the parties hereto and their creditors, and that said parties or creditors answer said complaint of said Receiver within twenty days from the day of such service, and that when issue is joined thereon as aforesaid, the said issue be brought on for trial in the same manner as civil actions are brought on for trial, and be tried by a jury in the same manner as civil actions are tried.

Dated, Sept. 29th 1876

L. M. Brown
Judge

in excess of the sum of \$800⁰⁰.

The aggregate of the allowance therefore, to the Receiver for disbursements, and for his personal services, will amount to ————— \$1822.47 :

This amount deducted from the amount left in his hands after the payment to creditors as before stated, viz; the sum of — \$2396.89 will leave in the hands \$1822.47 of said Receiver. The sum of — \$574.42, which is applicable to the payment of the balance of the debts by the Receiver. But, as the Receiver reports, that he has fully performed the trust, he should have made return of this money into Court, with his report, and deposited the same in the hands of the Clerk. I now make the following order, 1st: That said Receiver deposit in the hands of G. Kuylenbohl, Clerk of said Court, within twenty days after notice hereof, the sum of (\$574.42) five hundred and seventy four dollars and forty two cents, and that thereupon, his accounts as such Receiver, be deemed allowed and cancelled, and that he said Receiver, be deemed to be exonerated and dis-

charged from any further, or other liabilities by reason of said Receivership.

Further ordered, that; if either of said parties, to said action, or said Receiver, should feel aggrieved by the foregoing order, that the party or person so feeling aggrieved, have leave at any time within said twenty days, to apply to the Court, on five days notice, for an order, directing issues to be framed, comprising the matters whereof he may be aggrieved, and directing the said issues to be heard, and tried by a jury, and as a civil action in said Court.

In case the said parties shall avail themselves of the last preceding provisions of this order, then the first paragraph of this order is suspended, until the further order of the Court

Date Aug. 14, 1876

S. M. Brown
Judge &c

Dist Court 8th Dist
County of Carver.

Joseph Ludwig
v.s.

C. H. Noyce

Order on Motion

Filed August 16th 1876
W. H. Wagonbuhl
Clerk

177

Dist Court, 8th Dist.
County of Carver.

Joseph Ludwig

v. s.,

Otto Vogel.

This cause was brought on to be heard before the Court, on the 18th day of July, A.D. 1876, pursuant to an order to show cause why, the Receiver T. H. Krantz, therein duly appointed, should not be required to pay to the creditors of the late firm of Ludwig, & Vogel, their claims in full, and why he said receiver, should not make, and file the report of his proceedings as required by law, and the prior orders and judgments of this Court, &c., At the time appointed in and by said order to show cause, the said parties, Receiver and respective attorneys, appeared before the Court, and said Receiver then and there submitted his report, from which it appears, that he has disposed

of, and converted into money, the entire property of the said partnership, and that the whole amount thus received was the sum of \$2933.20. That the whole amount of debts allowed against said partnership, was \$946.62, and that one half thereof, and in addition thereto, \$63⁰⁰, viz \$536.31, had been paid to the creditors of said late firm, leaving in the hands of said Receiver, the sum of \$2396.89, of this amount the Receiver claims to retain the sum of \$1022.47 for disbursements by him made in the performance of the duties of said trust, and the further sum of \$1203, for his own personal services. These two items, amount in the aggregate to the sum of \$2225.47. To my mind the claims upon both items are monstiously extravagant, but the vouchers show the actual payment of the sum \$1022.47, of disbursements, and there is no evidence contradictory thereto, I therefore feel inclined to allow that item; But, for the personal services of the Receiver, under the evidence before me, and as the matter now stands, I cannot allow him anything

State of Minnesota
District Court
County of Carver,

Joseph Ludwig
vs
Otto Nagel,

Report of Receiver,

Filed August 16th A.D. 1896.
Geo. Mayenbuhl
clerk

—132—

the time between the dates aforesaid not hereinbefore
mentioned the number of Seventy Seven (77) days and that
such services are worth the sum of four dollars per day -
and that the total sum for services rendered as aforesaid
is as follows.

179 days at.	\$5 per day	\$895.00
77 Ids "	\$4 " "	<u>308.00</u>
Total.		1203.00.

Frank H. Kranz
Receiver

State of Minnesota,
County of Carver,

Joseph Ludwig
vs.
Otto Nagel.

District Court.
8th Judicial District.

I Frank H. Kranz respectfully state and show to the Court that on this 16th day of April A. D. 1874. I was appointed Receiver in the above entitled action to take possession of the partnership property owned by said Plaintiff and Defendant, and sell and dispose of the same for cash for the best interests of said Co partners within a reasonable time, to pay off all partnership debts that are due, and to close up all the partnership business of said Plaintiff and Defendant, as soon as the same could be conveniently done, unless otherwise ordered by this Court.

That immediately after receiving said appointment I took possession of all the partnership property of said Plaintiff and Defendant, consisting of real and personal property and took accounts an inventory of which is hereto annexed, together with the estimated value of said real and personal property subject to a Mortgage lien of \$280 upon a part of said personal property, and a lien upon the said real estate of \$2700.⁰⁰.

That by and under the direction of said Court I have disposed of all of said real and personal property and collected such of said book accounts as were collectable, and herewith submit a report of all my acts and doings in the premises. Reference being made to Schedules A B C D hereto annexed

and made a part of this report. Schedule H being the inventory of the real and personal property and book accounts, with the estimated value thereof, subject to incumbrances.

Schedule I showing the uncollectable accounts. Schedule G showing the proceeds of sale of personal property by auction, and Schedule D showing receipts from all sources, together with the disbursements.

That the entire proceeds of said partnership property is \$2933.²⁰/₁₀₀ and that the disbursements are \$1022.⁴⁷/₁₀₀ and that said disbursements were for expenses necessarily incurred in disposing of said partnership property and collecting the book accounts.

That I have paid to William Constans a creditor of said partnership firm, the sum of \$126.⁵³/₁₀₀ by and under the direction of said Court, and Consent of the Attorneys of said Plaintiff and Defendant, Conditioned on the part of said Constans that if the debt shall not be paid in full that he (said Constans) shall refund his pro-rata share of such deficiency.

That great delay and trouble has been had by reason of attempted litigations and obstacles that have prevented a sale, and closing up of said partnership business, and that as Receiver I have necessarily been employed at Chaska in said County of Carver between the 20th day of April 1874. and the 3rd day of December 1875. the number of One hundred and Seventynine (179) days, and that such services are worth the sum of Five dollars per day. That in addition to the time necessarily employed at Chaska aforesaid I have spent in time at Shakopee in the County of Scott. and elsewhere in the sale of Beer and in trying to negotiate sale of Brewers property, and in making report, and in closing up the business, and in making collections on books during.

✓ 1	By Team for delivering Beer.	38 00
✓ 2	Franklin & Stakin	1 25
✓ 3	Outfit & Co for Distilling	14 75
✓ 4	Linnfelau & Faber. Whedze.	26 16
✓ 5	Beer Registers.	2.75
6	Stationary	2 70
7	Postage Stamps	1 40
8	Express Charges.	1 25
9	Currency.	2 00
10	H. Stagle for work	3 50
11	Same " " as Brewer.	12 00
12	Repairing Harness.	1 05
13	Pastureage	2 25
14	Cooperage.	5 63
15	Hay	1 75
16	Wickman Work	100 00
17	Wolfe for Horse hire	6 75
18	Curry comb & Brush	95
19	Copies of 2 Chattel Mortgages	3 25
20	Expenses peddling Beer.	10 25
21	Thos. Pittmy 4 ²⁶ Mo Work @ 40.	173 84
22	Auctioneer Clerk A. Eakins	1. 00
23	Thos Pittmy, serving Notices	6 00
24	Same 1 for feed &c	20 60
✓ 25	P. Hencke. Sundries	8 15
✓ 26	Taxes.	565.03 117 80

			565 03
✓	27	" L. L. Baxter fees.	15 00
✓	28	" Singlase	7 50
doubles	29	" Repairs on harness.	1 05
✓	30	" Volkblatz Adolty	5 50
✓	31	" Hay.	7 87
	32	" F. Greiner fees.	13 00
✓	33	" J. Wininghof	3 00
✓	34	" Free Office. Adolty.	5 00
✓	35	" Baxter & Dutot	18 69
✓	36	" B. H. Lineau	18 00
✓	37	" Mrs. Hurdhoff. Int on Chattel Mortgage	18 00
✓	38	" Wm Bonstans	126 58
	39	" H. Hinds for adolty	18 10
	40	" J. Kerker. " Keeping horses. &c	19 25
	41	" Stamps for Beer.	125 90
	42	" J. H. Sencarbox for services	50 00
	43	" M. Preis for services as Auctioneer	5 00
			<hr/>
			1022 47

Schedule D

To Beer Sold 135 ³ / ₄ Barrels.	1192 05
" Collections on A/c.	64 95
" Sale of Lager Beer Cellar.	152 00
" Sale of Wood	4 25
" do . Ice	10 00
" do . Hops.	76 64
" do . Personal property at Auction	624 55
" do . 321 ¹⁵ / ₃₄ Bush Malt to Wm Bonetans @ 1 ⁵⁰	482 16
" do . Real Estate.	300 00
" do . Hops to Geo Munnich	11 25
" Beer Stamps.	15 35
	<hr/>
	2933 20

135
 76
 945
 670
 107 25

135
 1012
 124 55

November 17, 1874.

2 Prof faucets & Cork driver	16 25
1 Steer with pipe	2 00
25 Beer Kegs.	26 35
	60
1 dipper	50
26 Grain Sacks	3 90
1 Branding iron	1 75
1 Pump	9 50
1 Beer tub	9 50
1 Ste hops	2 50
2 beer bbls	50
8 Lager Beer Casks.	104 00
1 Thermometer	2 50
1 Out box	1 05
3 forks.	1 10
1 Sieve	, 50
	1 40
1 pump	3 05
	<hr/> 186 95

Schedule "C" Proceeds of Sale of personal property by Auction.

July 8. 1874.

1 Mare Colt	165 00
1 Horse	81 00
1 double Harness	11 00
1 Beer Wagon	36 00
1 Spring Wagon	35 00
1 Set Wagon Springs	75
1 pair Rob Sleds	23 00
1 do.	4 00
1 Rank Maple Wood	5 50
1 " " "	9 75
1 " " "	5 25
1 " " "	6 75
1 " " "	12 00
1 " Mixed "	4 00
1 " " "	4 25
1 " " "	5 50
1 platform Scale	25 50
1 wheel Barrel	2 10
1 Curry Comb & Brush	1 00
1 iron Kettle & Contents.	25
	<hr/> \$ 437 60

Schedule B.

Uncollectable Accounts

Peter Barthol	80
H. Brinkhaus	44 47
Jm Ochs	9 13
Chris Eder	05
T. Schaefer	05
T. Hummer	51 62
T. Gruen	1 12 ⁵
B. Windolf	2 25
Vogel	1 12 ⁵
Schneider	1 12 ⁵
Schlee	14 60
Robert	1 12 ⁵
A. Kehler	2 25
Schmidt	1 12 ⁵
Peter Fopf	80
Peter Htes.	2 25
Schuler	1 12 ⁵

Robert	1	12 ²
A. Kehler	2	25
Schmidt	1	12 ²
Peter Fop.		80
Peter Siltis	2	25
Schuler	1	12 ²

Real Estate.

Commencing at the Northwest Corner of David Ebinger's former land, or at the Northeast Corner post of the Townsite of Chaska in said County - running thence South by 15° East, on east line of said Townsite on Beach Street Eight (8) rods - running thence East twenty (20) rods - thence North by 15° West Eight (8) rods to a post - thence west to the place of beginning - all lying and being in the N.W. 1/4 Sec 9. Town 115. Range 23. Containing one acre of Land, with the brewery & other buildings situate thereon.

Also a tract of land commencing at a post on the east line of S.E. 1/4 of Section 5. Township 115. Range 23: which post bears N. 8 Rods from the S.E. corner post of the N.E. 1/4 of S.E. 1/4 of said Section five - thence running North on said Section line 18 rods to a post - thence west at right angles $8\frac{1}{2}$ rods to a post - thence South parallel with said first mentioned Section line 18 rods to a post - thence East $8\frac{1}{2}$ rods to the place of beginning - lying and being in the N.E. 1/4 of S.E. 1/4 of Section 5. T. 115. R. 23. Containing about one acre of land.

Books Accounts

Peter Barthel	50
Wm. Binkhaus	19 21
H. Binkhaus	44 47
T. Eumantout	16 52
Chris Eder	05
H. Hammus	78 80
L. Maurus.	13 00
T. Von Mulliken	17 87
T. Keker	15 07
F. Oberle	8 75
A. Schinborn	5 95
T. Schaefer	05
F. Wimmer	51 63
E. Toppitz	12 37
Wd. Wolk	8 00
P. Lany	2 25
Steyer	2 25
Straker	6 25
Concordia	4 50
T. Esch.	11 25
S. Paels	3 48
Wm. Ochs	9 13
F. Gruner	1 12 ²
P. Windolf	2 25
Vogel	1 12 ²
E. Schneider	1 12 ²
Schler.	14 60

331.65

Schedule "A"

Inventory of the personal and real estate of the partnership firm of Bayle & Ludwig that came into the hands of the Receiver and their estimated value.

1 Force Pump & fixtures.	80 00
1 Mash tub	25 00
1 Thermometer	2 50
1 Malt Mill & Horse power	100 00
2 bales & a fraction of Hops	90 00
50 lbs of Pitch	3 50
$\frac{3}{4}$ Bbl Rosin	5 00
1 Platform Scale	15 00
1 Fanning Mill	10 00
250 bushels of Malt.	375 00
1 Beer Cooler	3 00
24 Grain Sacks.	2 50
3 Malt Shovels & Broom	5 00
1 Heating Stove & pipe	3 00
1 Steep tub	25 00
1 Water tank	40 00
5 fermenting tubs	125 00
2 dipping pails	4 00
1 funnel	2 00
1 Skimmer	- -
100. 18 Keys	75 00
50 $\frac{1}{4}$ " "	50 00
75 ft. Hose	40 00
8 ft 2 in iron pipe	1 00

3 Chaf Jaws	10 00
1 Cork driver	5 00
1 Shut iron Heating Stove	5 00
1 7 Bbl back	10 00
1 6 " "	10 00
4 2 1/4 " "	15 00
2 4 " "	10 00
15 Bbl Young Beef. Estimated	75 00
12 Barks Layer 11 Bbl Ca. "	924 00
13 12 Bbl Barks.	312 00
1 Water bask	1 00
1 Ice tonge	1 00
- Tons ice	- - -
12 Boards Soft Wood	24 00
10 " Hard "	30 00
7 1/2 " " "	22 50
1 pr of Horses	200 00
1 Set double harness	10 00
1 " Single "	5 00
1 Cur Wagon	50 00
1 1/2 Spring Wagon	25 00
1 pr Sobs	4 00
1 light Sleigh	15 00
1 Set branding Irons	- - -
1 Ram & fixtures	150 00
1 Rotary pump	10 00
116 1/8 in Stamps & 8 1/4 Stamps	15 35

Hiermit beauftragt
Gemeinderath.
Inventur -

Joseph Ludwig
an
Otto Nagel,

Inventur

Geilo, Augt 16^{ter} 1876,
Guthrayenbuch
Schulz R

192.

DISTRICT COURT,

Eighth Judicial District,
County of *Carver*

Joseph Ludwig
against

Otto Nagel

Complaint and claim of
Frank H. Kram Receiver,

Filed the *Fourth* day of

May A. D. 187*7*

G. Krayenbuhl Clerk.

Macdonald Southworth
for said Receiver - Attorney,
Shakopee Minn.

State of Minnesota,
County of Scott

} ss.

Frank H. Krantz

came before me personally, and being duly sworn, doth say that he is
the Receiver

in the above entitled action: that the foregoing complaint, demand & claim
is true of his own knowledge, except as to those matters 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,
on this 29th day of September
A. D. 1876

Eli Southworth
Notary Public
Scott Co. Minn.

Frank H. Krantz



1 District Court Lower County

Joseph Ludwig?

v
Att. Vogel

Upon the pleadings in
this action, report of the referee
and the affidavit of Philip Hink,
and upon the motion of Henry
Hinds attorney for the plaintiff

It is ordered that F. H.
Kraus show cause at my chambers
at Shakopee at ten o'clock in the
forenoon of the 18th day of July
A.D. 1876 why he should not
be required to pay the creditors
of the late firm of Ludwig & Vogel
their claims in full; and why he
should not without delay file a report
of his doing as such receiver showing
in detail what items of assets he
received, what disposition he has
made of the same; the items of expense
and disbursements he has made from
the funds in his hands, the items
of cash he has received, when, and
from whom and for what received

3 what services he has personally rendered as such receiver, the compensation he claims for such services in detail, and why his accounts should not be adjusted by the court and his compensation ascertained & fixed by the court

And it is further ordered that a copy of this order and of the said affidavit of Philip Hank be served on said F. H. Knapp ~~three~~ days before said day of hearing, and a copy of this order be served on the defendants attorney three days before said day of hearing.

July 6th 1896

L. M. Brown
Judge

District Court
Barren County
Joseph Ludwig
vs
Otto Nagel

Order for Reference
to Show Cause

Service of within by copy
this 11 Day of July is
admitted

H. J. Peck
att'y

Filed August 16th 1876
Gefrayentuhl
clerk

Sum. R. 147

Carver Co

J. Ludwig

Otto Nagel

Stipulation

John May 9th 1877
J. Krayenbuhl
detent.

172

State of Minnesota
Dist. Court. 8th Dist.
County of Carver
Joseph Ludwig

vs
Otto Nagel

In the matter of allowance of compensation claimed by
Frank H. Krassz Receiver in the above entitled action and the
directing issues to be framed in relation thereto &c.

It is hereby stipulated and agreed, by and between the parties
in and to the above entitled action and said Receiver, that
the application of said Receiver for issues to be framed upon the
question of his compensation be withdrawn and that the
order of said court, made on the 14th day of August 1876, upon
the report of said Receiver, be in all things affirmed.

May 2 1877

Harry Hurd
Atty. Peff & Creditors
E. Southworth

Atty for Receiver
H. J. Peck
Atty for Deft.

Now therefore it is ordered
 that said Receiver be allowed to with-
 draw his application for issues to
 to be framed, that the order of this
 court of August 14 1876 be in all
 things affirmed and that said Frank
 H Krang receiver as aforesaid pay
 over to the clerk of this court
 forthwith the amount found due
 from him and in his hands as
 such receiver after deducting said
 allowance and disbursements with
 interest thereon at seven per cent
 since the 14th day of August 1876
 Dated May 5 1877-

A. H. Jones

Judge Dist. Court & ^{ex} Justice
 Dist.

Carver Co

Joseph Ludwig

Otto Mayel

F. H. Krang, Receiver

Order on appeal
 of Receiver

John May, Oct 28 1877
 J. H. Krang, Receiver
 Clerk

102

District Court Carver County

Joseph Ludwig

v
Otto Nagel

The appeal of Frank H. Kratz receiver herein having been brought to trial at the April Term of this Court AD 1877, and the evidence of the respondents in such appeal, to wit the said plaintiff and said defendant and the creditors of the firm of Ludwig & Nagel having been submitted to the court, and have thereupon given by consent of the respondents, to the appellant to produce his evidence by depositions to be submitted at a future day to the court, and the stipulation of said appellant and said respondents having been entered into whereby the application of said appellant for issues to be framed be withdrawn, and the order of the court settling the compensation and allowance of the receiver bearing date August 14 1876 be in all things affirmed:

District Court Carver County

Joseph Ludwig }
v
Otto Nagel }

In the matter of the allowance of the
compensation claimed by F. H. Krantz
Receiver, in this action

For answer to the complaint
of F. H. Krantz receiver herein,
the parties to this action Joseph
Ludwig and Otto Nagel and all the
creditors of the partnership
firm of Ludwig and Nagel, say that
they deny each and every allegation
in said complaint contained, and each
and ever part thereof, except such
as are hereinafter expressly admitted.

The said parties so answering
admit said Krantz was duly appointed
receiver in this action; that said Krantz
did and performed some services in his
office as receiver, but not to exceed twenty
days time in all, and that such
services so performed by him as receiver
were worth the sum of sixty dollars

Therefore the parties answering
demand judgment that said recover
forth with, pay over to the ints
this court the sum of \$1374.42
dollars and interest thereon
since Aug 14 1876 and costs of
this trial of these issues
Dated April 11 1877

Henry H. Bonds
Atty for Peck and for the
Credits of Ludwig & Nagel
H. J. Peck
Atty for Peck
Atto Nagel.

District Court
Circuit Court
Joseph Ludwig

Otto Nagel

Answer

John W. May Esq
Circuit Court
Circuit Court

172

State of Minnesota

District Court

County of Carver

Eighth Judicial District

Joseph Ludwig

vs.

H. J. Briggs, defendant, sub-
scribed for old legal.

Upon hear-

ing of the order to show cause granted by
the court in this proceeding on the 28th
day of June 1878, and upon reading and
filing the affidavits of H. J. Briggs and
Henry Hinds, and after hearing Henry
Hinds Jr in opposition to the remedy sought
by the defendant Briggs as set forth in such
order to show cause, and after hearing E.
Southworth in favor of the applicant,
It is ordered and adjudged that the
said Henry Hinds is entitled to a lien
as allowed for the creditors of the late
partnership of Ludwig & Hegg (excepting
the partners themselves) upon the money
remaining in the hands of H. J. Briggs the
Receiver thereof, & the extent of five per
cent. of the amount of the claims of
such creditors of said partnership (excepting
the individual partners themselves) as
the same were allowed by this court
in proceedings in this action heretofore
(by order dated August 14 1876)

and it appearing that all the claims
and demands against such partnership
and the interest of the defendants & the
trust therein have been assigned to said
W. J. Briggs, who is one of the securities of
the Receiver herein. It is ordered
upon motion in behalf of said Briggs.
That the order of this court made on
the 14th day of August 1876 and the 5th day
of May 1877 (after the payment by said
Receiver or in his behalf, David Henry
Hinds of the amount of his lien as
found herein) be vacated so far as
it seems require such Receiver to
pay into court the sum of \$74⁴² and
that the said W. J. Briggs as assignee of
the creditors of said partnership and of said
trust be allowed to file in court a
petition of all claims against such
Receiver arising out of such trust
and that thereupon such Receiver and
the securities upon his bond be discharged
from all further liability by reason of
such Receivership.

This order is made upon application made
in open court in the evening of said 5th
day of July 1878.

D. A. Dickinson
Judge District Court
Presiding

Due service of the foregoing order and
the receipt of \$47.³³ bring the amount
in full of attorney fees allowed to me
in and by said order, admitted and
acknowledged this 17.th day of July 1878

Henry Heides
Atty for Plff and Creditors

Received of F. H. Krang Receiver, through his
bondsmen W. S. Briggs \$12.⁸⁵ in full of
all clerks fees in said cause

Chaska July 20. 1878

J. H. Reizenbuhl
Clerk Dist. Court.

Received of F. H. Krang Receiver, through his
bondsmen W. S. Briggs, Three ⁶⁵/₁₀₀ dollars in full of
all clerks fees in said cause

Chaska July 20th 1878

J. E. DePoit.

Shriff Leaver County

Pursuant to the foregoing order. I hereby
release all claims against said Frank H.
Krang growing out of his trust as such Receiver,
such release ^{covering} all claims as assignee of the
creditors of said partnership, which claims
amount to the sum of \$410.³¹ ^{and} all claim
as assignee of Otto Nagel deft. to the balance
of the proceeds remaining in the hands of such

Dist. Court
Carver County

Joseph Ludwig

vs.

W.G. Briggs deft. substi-
tuted for Otto Nagel

Order for discharge of
Receiver and Receipt
of W.G. Briggs assign of deft
Nagel and creditor, Henry
Hind. Atty L. Hagenbach
clerk of Court, and H.C. Dörst
sheriff

Given July 20th 1878
L.G. Hagenbach
clerk.

Receiver after paying such claims of creditors
and Attorney fees to Henry Hind., fees of clerk
of Court and Sheriff fees in said action,
which balance amounts to the sum of
\$100.²⁸

Shakopee July 20th 1878

W. G. Briggs
Assign of creditors and
of Otto Nagel, deft.

J.

Joseph Ludwig

v

W G Briggs sub
for Atty Hazel

Atty aff. of Lien

Recd July 5 1878
D. A. K. K. K.
Browley & L. K. K.

Filed July 20th 1878
G. Krayenbuhl
Clerk,

of said creditors by purchasing
their claims at a very large
discount and as defendant is
informed and believes to be
true paid for the same out
assets placed in his hands
by said receiver to enable him
to pay said funds into court
as previously directed by the
court

Subscribed & sworn before } Henry Heards
me this 5th July 1878

W. K. Marrian
Clerk Dist Court

of said creditors by purchasing
their claims at a very large
discount and as defendant is
informed and believes to be
true paid for the same out
assets placed in his hands
by said receiver to enable him
to pay said funds into court
as previously directed by the
court

Subscribed & sworn before } Henry Heards
me this 5th July 1878

M. K. Harriman
Clerk Dist Court

Dist. Court Carver Co

Joseph Ludwig }
v }
W. G. Briggs substituted }
for Otto Nagel }

Scott County fs

Henry Hinder being
only sworn says that he is the
atty for the plaintiff and also
for the creditors of the late
firm of Ludwig & Nagel. That
for and behalf of the plaintiff
deponent did and performed services
in said cause for plaintiff for
which he agreed to pay deponent seventy
five dollars, no part of which has
ever been paid; ^{and said plaintiff is insolvent} that for and on behalf
of the creditors of said firm
in the prosecution of their
interests in said action and at
their request, deponent performed
services for them to the amount
and value of five per cent on the
amount of their claims, no
part of which has ever been
paid. Deponent claims a lien
on the amount of the recovery

in said action, to wit as the amount of the net assets in the hands of said receiver after paying expenses and adjusting the partnership accounts as between the partners themselves; and insists upon the payment of the amount of his claim from the assets now in the hands of said receiver before any payment is made to the plaintiff or to or on behalf of the creditors of said firm.

And defendant further says the said W. G. Briggs purchased said claims of said creditors at a large discount and as defendant claims paid for the same from funds in his hands received from said receiver for that purpose; that said Briggs is one of the sureties of said receiver, and as defendant is informed and believes to be true, holds ample funds and securities as an indemnity for said sureties, and that he has taken advantage of the misconduct of said receiver to speculate on the necessities

State of Minnesota
Dist. Court, 8th Dist.

County of Carver

Joseph Ludwig Reff
vs.

W.G. Briggs substituted in
Place of Otto Nagel. Deft

Affidavit and order to show
Cause

Filed July 5th 1898
D.A. Dickerson
Judge.

Due service of within Affidavit
& order admitted July 12th 1898

Henry Hinds
Atty for Reff & conditions

Filed July 10th 1898
Wm. Kraymbuhl
Atty.

E. Southerworth
Atty for Deft Briggs
Shakopee Minn.

Upon reading the foregoing affidavit
and upon application of Edouardworth Atty
for said defendant W.G. Briggs, it is
Ordered, that the plaintiff herein and
the creditors of said partnership, show
cause if any they have, before me
at the Court House in Shakopee City
in the County of Scott in said state
on the 5th day of July 1878, at two o'clock
in the afternoon, or as soon thereafter
as counsel can be heard, why the
relief prayed for in the foregoing affi-
davit, should not be granted, and
why the defendant should not
have such other or further relief as
may be deemed just and proper.

It is further ordered that this order
and affidavit hereto annexed be served
upon said plaintiff and said creditors,
by ^{serving} ~~delivering~~ a copy thereof ^{upon} ~~to~~ Henry
Hinds Esq. Attorney for said plaintiff and
creditor herein, at least four days before
said day of hearing.

Dated June 28. 1878

D. A. Dickinson

Judge District Court

holding as such in said County.

Folio 1

State of Minnesota,
District Court, Eighth Judicial District,
County of ~~Scott~~ Carver
Joseph Ludwig plaintiff

vs

W.G. Briggs substituted in place
of Otto Nagel defendant

County of Scott, ss. W.G. Briggs being duly sworn says
that he is now the defendant in the above entitled
action. That said action was commenced on the
3^d day of March 1874 by the service of the summon and
complaint herein upon the then defendant Otto
Nagel, for the purpose of dissolving the partnership
of Ludwig + Nagel then existing between said
parties, and securing an accounting between
said partners and closing up the affairs of said
partnership, and is still pending in said court.

2/

That thereafter and on the 16th day of April 1874, one Frank
H. Kraus was duly appointed Receiver of the effects of said
partnership, and on the 20th day of April 1874 said Receiver
gave a bond in the sum of \$2000, conditioned for the
faithful discharge of his duties as such Receiver, and
that David S. How and this deponent were the sureties
upon said bond.

3/

That thereafter said Receiver entered upon the discharge of
his duties as such Receiver and on the 18th day of July
1876 he submitted to said Court, a report of his doings in the
premises; which report is on file herein and hereby referred to.

41/ That thereafter and on the 14th day of August 1876, said Court by its proper order, determined that said Receiver had disposed of and converted into money, the entire property of said partnership, receiving therefor the sum of \$2933.²⁰; that the whole amount of debts allowed against said partnership, was \$946.⁶², of which amount the Receiver had paid \$536.³¹, leaving \$410.³¹ debts unpaid; that he had paid the sum of \$102.²⁷ for disbursement made in the performance of the duties of said trust, and that he be allowed \$800.⁰⁰ for his personal services as such Receiver; and that there remained in the hands of such Receiver the sum of \$574.⁴². And it was further ordered therein, "that said Receiver deposit in the hands of S. Praymbuhl, clerk of said Court, within twenty day after notice of said order" the sum of \$574.⁴², and that thereupon his account as such Receiver be deemed allowed and cancelled, and that he said Receiver be deemed exonerated and discharged from any further or other liability by reason of such receivership;" And it was further provided in said order that issues might be framed upon the matters set forth in said report, if either of the parties or said Receiver felt aggrieved by said order, and that if issues were so framed, the portion of said order requiring the payment into court of said \$574.⁴² be suspended until further order.

57/ 61/ That thereafter, upon the application of said Receiver, issues were framed upon the question of the disallowance by said court, of a portion of the amount claimed by him for com-

7/
pensation for his services therein. That thereafter said Receiver withdrew his said application for issues, and on the 5th day of May 1877, said order of August 14th 1876, was, by the order of said court, affirmed and said Receiver was ordered "to pay to the clerk of this court forthwith, the amount found due from him and in his hands as such Receiver, after said allowance and disbursements, with interest thereon at seven per cent. since the 14th day of August 1876."

8/
That as between said partners, said partnership was, at the time said action was commenced, and still is indebted to them and their assigns in the following sums, to-wit: to said plaintiff \$58⁶⁹ and to said defendant \$547²⁵

That all the facts hereinbefore stated, are more fully set forth in the pleadings, orders, reports and papers on file in said cause, which are hereby referred to and made a part hereof.

9/
That said Receiver did not obey said order and pay said sum of money into court, but on the contrary he did, about the month of October 1876, remove from said state and as deponent is informed and believes, has ever since resided in the State of Alabama, and is insolvent and in destitute circumstances, and has no property in this state or elsewhere,

That since the making of said order of August 14, 1876, all the claims and demands of creditors against said partnership as appear by the report of the Referee herein, and the interest of said defendant Otto Nagel therein, have been duly assigned for a valuable consideration paid to each of said creditors and said Otto Nagel, to this deponent, and that this deponent is therefor and thereby the sole party interested in the

10/

said sum of \$574.⁴² found to be remaining in the hands of said Receiver by said Court as aforesaid.

Wherefore deponent prays that by the proper order of said Court the said orders of August 14, 1876 and May 5, 1877 may be modified and amended by striking out as much of each of said orders as requires said Receiver to pay the said sum of \$574.⁴² into Court by depositing the same with the clerk thereof and instead and in lieu of such deposit this deponent as assignee as aforesaid of all the creditors of such partnership and said Nagel, may be permitted to file with the clerk of said Court, a release of all claims against said Receiver growing out of such trust, and that said release when so filed may be accepted by said Court as a full execution of such trust by said Receiver, and that upon the said release being so filed the said Receiver and his sureties be discharged from all further liabilities by reason of said receivership; and for such other and further order as the Court may seem just and proper in the premises.

11/ Subscribed and sworn to before

me this 28th day of June 1878

Elison Thront

Notary Public

Scott County Minn.

W. G. Briggs

Dist. Court
Carver County

Joseph Ludwig
vs.

Otto Nagel

Order for substitution of
Parties defendant

Filed, June 18th A.D. 1898.
G. Graymiller
clerk,

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

Joseph Ludwig

vs

Otto Nagel

This cause came up for hearing at the general June 1878 term of said District Court in and for the County of Scott, upon the application of W. S. Briggs, assignee of all the interest of said defendant Otto Nagel in said action and the subject matter thereof, that said W. S. Briggs be substituted as defendant in said action in place of said Otto Nagel;

Now therefore, on motion of E. Southworth, attorney for said W. S. Briggs, said plaintiff and defendant appearing by their attorneys Henry Hinds and H. J. Peck, and making no opposition thereto, it is ordered, that said W. S. Briggs be and he is hereby substituted as defendant in said action in place and instead of said defendant Otto Nagel, and that the title of said action be and hereby changed to correspond and conform to this change of parties

Dated June 4, 1878

J. L. McDonald
Judge 8th Dist

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

Joseph Ludwig
vs.
Otto Nagel

Notice of application of W.G.
Briggs to be substituted as
assignee, in place of said
defendant

Served on Post in person 5/25/78
" " Hinds at office 5/25/78

Filed June 18th and 18th 1878.
Edw. H. Hinds

142

E. Southworth
Atty for W.G. Briggs
Assignee of Otto Nagel

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

Joseph Ludwig Plff.

vs.

Otto Nagel Deft.

Take notice that upon the affidavit hereto annexed, and the pleading and papers on file in said cause, W.S. Briggs the assignee of said defendant Otto Nagel will apply to said District Court in and for the County of Scott at the next general term thereof, to be held at the Court House in the City of Shakopee on the 3^d day of June 1878, at 11 o'clock in the forenoon of said day or as soon thereafter as counsel can be heard, for an order substituting the said W.S. Briggs as defendant in said cause in place of said Otto Nagel, and for such other and further relief or order as the court may deem just and proper in the premises.

Dated May 25, 1878 Yoursore

E. Southworth

Atty for W.S. Briggs

Assignee of Otto Nagel Deft.

To Henry Hind Esq

Atty for Plff.

and H.J. Peck Esq.

Atty for Deft. Nagel

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

Joseph Ludwig, Plaintiff

vs.

Otto Nagel. Defendant

Leonty of Scott ss. W.G. Briggs being duly sworn, says, that on the 4th day of December 1876. this deponent, for a valuable consideration, purchased of, and said defendant Otto Nagel duly sold, and by the instrument in writing hereto annexed, Marked "A" duly assigned and transferred to this deponent, all the right, title and interest of said defendant Nagel in and to the above entitled action and the matter and choses therein involved; that said cause is still pending and undetermined in said court, and the interest of deponent in the matters involved in said action, so purchased as aforesaid, is a valuable interest, as will more fully appear by the papers and pleadings on file in said cause, which are hereby referred to.

Wherefore deponent prays that he may be substituted as defendant in said action, in place of said defendant Otto Nagel, and for such other relief as may be proper.

Subscribed and sworn to before
me this 22^d day of May 1878

E. Southerworth

Notary Public
Scott Co., Minn.

W. G. Briggs

Dist. Court
Learner County

Joseph Ludwig

vs

Otto Nagel

For a valuable consideration, I, Otto Nagel, the above named defendant, hereby assign, sell and transfer to W.G. Briggs all my right title and interest by judgment or otherwise in and to said action and the matters and choses therein of right belonging to me, giving and granting to said W.G. Briggs full power and authority to cause to be entered in my name or otherwise any judgment in said action which may be necessary, to enable him to secure any and all of the matters and things herein assigned to him, in the same manner and as fully as I, myself could do,

In testimony whereof I have hereunto set my hand and seal this 4th day of December A.D. 1876

Signed sealed and delivered in presence of
E. Southworth
J. L. MacDonald

Otto Nagel

Seal

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

Joseph Ludwig Plaintiff

vs.

W.G. Briggs Defendant, substituted
for Otto Nagel

This cause having been duly commenced by service of the summons and complaint therein upon said Otto Nagel, then defendant, and J. H. Kratz having been duly appointed Receiver of all the property and effects of the partnership heretofore existing between said Ludwig and Nagel, and said Receiver having fully executed his trust and converted all the effects of said partnership into money, and ⁱⁿ person or through his bondsmen W.G. Briggs, having exhausted all the funds so received ^{except the sum allowed to him for his services} in the payment of necessary disbursements and claims against said partnership and the payment of the sum of \$100.²⁵ to W.G. Briggs as assignee of said Nagel; and J. W. Sencubex having been duly appointed Referee in said cause, and having duly performed his duties as such Referee, and having made his report to the court, whereby it appeared that said ^{partnership was indebted to said} Otto Nagel in the sum of \$289.²⁶ more than said partnership was indebted to said Joseph Ludwig, whereby it appears that said partnership is still

indebted to said Nagel or his assigns in the sum of \$188.⁹⁸ in view of the claim of said Ludwig against the same, and it further appearing that the interest and claim of said Nagel ~~and~~ to said partnership effect has been heretofore sold and assigned to said defendant W.G. Briggs.

Now therefore, on motion of E. Southworth attorney for said defendant W.G. Briggs, it is adjudged and determined, that said partnership be and the same is dissolved, and that said W.G. Briggs recover of said plaintiff Joseph Ludwig the sum of ninety-four ⁴⁹/₁₀₀ dollars the same being one half of the amount of the indebtedness of said partnership to said W.G. Briggs as assignee of said Otto Nagel in view of the claim of said Joseph Ludwig against the same; and that said Briggs have lawful process therefor.

Dated Lehigh July 20th 1878

By the court
G. Praymuhly
clerk

Dist. Court
Lawson County

Joseph Ludwig

vs
W.B. Briggs Deft. substituted
for Otto Nagel

Judgment Roll

Judgment against Plaintiff
Joseph Ludwig & 49.

filed July 10th A.D. 1878.
G. Krayenbuhl
Clerk,

Reg. Page 100,

E. Southerworth
Atty for Deft