



[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.

No. 851

DISTRICT COURT,
CARVER COUNTY, MINN.

Charles Scheffer
Plaintiff.

vs.
Andreas Schrempf
Defendant.

Baxter & Beck
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry *July 23, 1874*
Court *A*
Register of Actions *A* Page *206*

Term Tried *1*

Judgment for *Plaintiff*

Amount of Judgment *\$492.20*

Date of Judgment *July 23, 1874*

Minute Book Judgment Book *A* Page *272*

Default Judgment Book Page

Date of Docketing *July 23, 1874*

Judgment Book Page *190*

State of Minnesota
District Court Eighth Judicial District
County of Carson

Charles Scheffer

against
Andreas Schriumpf

The plaintiff in the above entitled action for complaint therein respectfully states and shows to the court that on the 15th day of November A.D. 1892 the above named defendant for value received made and executed in writing and delivered to one Emil Munch his certain promissory note, which said promissory note is in the words and figures following to wit -

\$400.00

Came Nov 15th 1892

2 Sixty days after date I promise to pay to the order of Emil Munch Four Hundred Dollars at 1st National BK & Bank with 12% but per annum. Value received
Andreas Schriumpf
That thereafter to wit on the said 15th day of November A.D. 1892 the above named defendant for value received made and executed in writing and delivered to the said Emil Munch his certain other promissory note which said last mentioned promissory note is in the words and figures following to wit - \$200.00 Came Nov 15th 1892 - Ninety days after date I promise to pay to the order of Emil Munch Two Hundred Dollars at 1st Nat BK & Bank with 12% but per annum. Value received Andreas Schriumpf
And the said plaintiff further says that the said Emil Munch duly endorsed and transferred both of the said promissory notes to Cecil Klumpke who is now the lawful owner

and hereby show, said that neither of said promissory notes or any part thereof have been paid. Wherefore the Plaintiff demands judgment against the said defendant for the sum of six hundred dollars with interest thereon at the rate of twelve per cent per annum from and since the 15th day of November 1892 besides the costs of this action -

Burgin & Peck -
Plffs Attys

United States Army
Fort Mifflin, Pa.
Sept 1864

District Court
Carver County
SUMMONS.
Complaint

Charles Schuffe

vs

Andrew Schuffe

DEMAND FOR SUM CERTAIN

2 filed, July 23rd 1874
Following exhibit
1 check.

Rayster Packer

Plaintiff & Attorneys

Ramaley & Cunningham, Printers, St. Paul.

State of Minnesota ss. I J. E. Du Toit-Sheriff
County of Carver Minn. do hereby Certify & return
that I did at the Village of Chaska, County
& State aforesaid, ~~serve~~ on the 26th day of
June A.D. 1874 serve the within Summons &
Complaint upon the within named defendant
Adrian Schuffe, by then & there handing to and
leaving with him a true copy thereof.
J. E. Du Toit
Sheriff Carver Co. Minn.

File - Service Summons \$1.00
Complaint 1.00
Total 2 miles 2.00
\$2.20

of *Cass*

ss.

DISTRICT COURT,

Eighth

Judicial District.

Charles Scheffer

Plaintiff

Anna Schrieff

Summons

Defendant

The State of Minnesota,

To the above named Defendant .

You are hereby summoned and required to answer the complaint of the Plaintiff in the above entitled action, of which a copy is hereunto annexed, and herewith served upon you, and to serve a copy of your answer to said Complaint on the subscriber, at *their* office, in the *City of Chicago* 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 in this action will take judgment against you for the sum of *Six hundred* Dollars and *no* Cents, with interest at the rate of *12* per cent. per annum from the *15th* day of *November* *1874*

together with the costs and disbursements of this action.

Dated *Chicago* Minnesota, *June 22^d* 1874

August Dick

Plaintiff's Attorney

Giles, July 23rd 1874
Gibbs in bank
debt,

I do acknowledge payment
of the two hundred dollar
note described in the
complaint in this action
and the interest thereon
since the commencement
of this action and only
claim judgment for
the balance of amount
claimed in said complaint
Dated July 29th 1874
Baptist Pickle
Plffs Atty's

State of Minnesota,
County of *Carm*

District COURT.
Eighth District

Charles Sheffer

Against

Affidavit of Disbursements.

Andres Schrupp

Plaintiff's Costs and Disbursements.

Statute Costs,

One Affidavits,

Sheriff's Fees,

Clerk's Fees to be added,

\$ *5.00*

11 *.30*

11 *2.20*

11 *3.40*

\$ 10.90

Amount claimed in Summons.

Principal,

Interest,

400.00.

81.30

\$ 481.30

State of Minnesota.
County of *Carm*

ss. *L L Bayler*

being first duly sworn, doth depose and say, that he is *one of* the Attorney of said Plaintiff in the above entitled cause; that the above bill and items of Costs and Disbursements therein are just and correct, and have been or will be necessarily incurred therein.

Subscribed and Sworn to before me,

On this *23rd* day of *July* A. D. 1874

L L Bayler

P. H. McNamee M D
Notary Public, Minn.

STATE OF MINNESOTA,
County of *Carm*

} Dist Court 8th Dist

Charles Scheffer

against

Andrus Schriumpf

Affidavit of No Answer.

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

L L Paet

being first duly sworn, doth depose and say, that he is *one* of the Attorney for the Plaintiff in the above entitled action; that the summons in said action was personally served upon the defendant therein as appears by the return thereon; that more than twenty days have elapsed since the service of said Summons, and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,
On this *29th* day of *July* A.D. 1874

L L Paet

J H Cummings
Notary Public, Minn.

Dist Court 8th Dist
Carm COUNTY.

Charles Scheffer

AGAINST

Andrus Schriumpf

Affidavit of No Answer, &c.

Filed July 29th 1874
Wm Hargrave

Paet & Co
Attorney for Plaintiff

Ramaley & Cunningham, Printers and Stationers.

33842

- Emil Münch

Pay Messrs. Baxter
& Peck or order
Chas. Schaffer

~~Paid June 29th 1846~~
~~\$141.18 to B & P~~

filed, July 23rd 1846
H. W. C. C. C.
C. C. C.

NOTES
Less than \$100
REQUIRES NO STAMP
Exceeding \$100
FOR EVERY \$100
Or Part thereof
5 CENTS.



\$ 400.

Carver Nov. 15th 1872

Sixty days after date I promise to pay to
the order of Emil Munch

Four Hundred

100 Dollars

at 1st Nat. Bk. St Paul with 12% Int. per annum

Value received

No.

Due Jan 14, '73.

Andrew Schrimm



State of Minnesota
District Court Eighth Judicial District
County of Carver

Charles Schuff }
 } Defendant
Andrew Schuff }

The Return, with
copy of the complaint in this action
having been duly served on the
defendant on the 26th day of June
A.D. 1894 and no copy of an answer
or demurrer having been served on
or the plaintiff or his attorney and
suit dependent being in no
manner appeared in said action
Now on Motion of Plaintiff & P. C. C.
Attorney & for the plaintiff in said
action it is hereby adjudge and
the judge of this Court is
that said plaintiff recover of the
said defendant in this action the
sum of four hundred and eighty
one and 30/100 dollars the amount
claimed, less the sum of two hundred
dollars said interest thereon paid
since the commencement of this
action) and in full on said sum of
~~four hundred~~ dollars at twelve per
cent per annum - with

State of Minnesota
District Court
County of Carver,

Andreas Schenck
Charles Scheffer
against
Andreas Schenck.

Judgment Roll.

Judgment	\$400.00
Interest	" 81.30
Costs	" 10.90

Total \$492.20.

Filed, July 23^d, at 1874,
Attest my hand and seal,
= Rob. =

Walter Beck, Atty for Plaintiff
Charles Miller

On 490/100 - docket fees
and the necessary amount
in the above to the sum of
Four hundred ninety two \$492.20 docket fees

Given July 2^d 1874

Walter Beck,

Attest my hand
Charles

No. 852

DISTRICT COURT,
CARVER COUNTY, MINN.

Michael Hall

Plaintiff.

vs.

The Northern Pacific Railroad Company

Defendant.

Baxter & Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry July 25th, 1874

Register of Actions Page 102

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 126.50

Date of Judgment July 25th, 1874

Judgment Book Page 375

Default Judgment Book Page

Date of Docketing July 25th, 1874

Judgment Record "A" page 192

STATE OF MINNESOTA,

County of

Carver

DISTRICT COURT,

Eighth

Judicial District.

Michael Hall

against

The Northern Pacific Rail Road
Company

SUMMONS.

THE STATE OF MINNESOTA to the above named Defendant:

You are hereby summoned and required to answer the complaint in this action

a copy of which is herewith served
upon you

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

the village of Chaska Carver County Minnesota

within twenty days after the service of this summons upon you, exclusive of the day of such service, and if you fail

to answer the said complaint within the time aforesaid, the Plaintiff in this action will have the
Amount he is entitled to recover ascertained
by the Court or under its direction and
enter judgment for the Amount so ascertained
besides the costs of this actionDated June 5th

1874

Baptist Peck

Plaintiff's Attorney, Chaska Minn.

State of Minnesota
District Court Eighth Judicial District
County of Carver

Michael Hall

vs
The Northern Pacific Rail Road Company

The Plaintiff in the above entitled

action for Complaint therein respectfully states and shows to the

Court that the above named defendant is a corporation duly
and by virtue of the provisions of an act of the Congress of the United States
of America, entitled an act granting land to said railroad in the County
of Carver, organized and existing under the laws of the State of Minnesota
as a civil corporation and that said line from Lake Superior to
St. Paul, Minn. by the Northern Pacific Rail Road Company, under the act
of Congress, approved July 2nd 1876 and the act

that the said defendant during the entire year of
A.D. 1873 run their trains of cars and locomotives over a line of
the rail road known as the Minneapolis and St. Louis Rail
Road from Minneapolis in the State of Minnesota through
the County of Carver in said State to a point of junction
with the St. Paul and Sioux City Rail Road in Scott County
in the State aforesaid. That on the first day of June A.D. 1873
in the said County of Carver on the track and line of
the said Minneapolis and St. Louis Rail Road the said de-
fendant carelessly and negligently ran their locomotives and
cars against onto and over a cow the property then and
there of said plaintiff of the value of thirty five dollars, and
then and there with the said locomotives and cars, by so carelessly
and negligently running against upon and over the said cow as
aforesaid did kill and destroy the same, to the damage of said
plaintiff in the sum of thirty five dollars

That thereafter to wit on the 6th day of October A.D. 1873
the said defendant in said County of Carver, on the

commodation
thereof, several
times running
in the State of
Minnesota

track and line of said Minneapolis and St. Louis Road carelessly and negligently did run their said locomotion and cars against upon and over a certain heifer then and there the property of one Louis Pass of said Carson County of the value of twenty five dollars, and did then come there with their said locomotion and cars, by so carelessly and negligently running upon against same over and heifer as aforesaid kill and destroy the same, to the damage of the said Louis Pass in the sum of twenty five dollars.

And the plaintiff further says that on the 16th day of March A.D. 1874, for a valuable consideration paid by the said plaintiff to the said Louis Pass, the said Louis Pass did sell assign and transfer to the said plaintiff, the claim which he then had against the said defendant on account and by reason of the killing and destroying of the said heifer of the said Louis Pass by the defendant as aforesaid, and all of his right title interest and demand in and to the same, and that the said plaintiff is now the lawful owner of said claim, no part of which has been paid.

That on the 15th day of May A.D. 1878 the said defendant in said County of Carson on the track and line of said Minneapolis and St. Louis Road carelessly and negligently did run their said locomotion and cars against upon and over a certain heifer then and there the property of one Michael Schenk of said Carson County of the value of twelve dollars and did then and there with the said locomotion and cars by so carelessly and negligently running upon against and over said heifer as aforesaid kill and destroy the same to the damage of the said Michael Schenk in the sum of twelve dollars.

And the plaintiff further avers that on the 16th day of March
A.D. 1874 for a valuable consideration paid by the said plaintiff to the said
Michael Lohm the said Michael Lohm did sell assign and transfer
to the said plaintiff the claim which he then had against the
defendant on account and by reason of the killing and de-
stroying of the heifer of the said Michael Lohm as aforesaid
by the said defendant, and all of his right with interest
and demand in and to the same, and that the said plaintiff is now
the lawful owner of said claim no part of which has been paid.

And the plaintiff further says that on the 19th day of June A.D. 1873
in said county of Carver on the track and line of said Minneapolis
and St. Louis Rail Road the said defendant carelessly and
negligently did run their said cars and locomotion against
upon and over a certain cow then and there the property of one
August Ballman of said Carver County of the value of thirty
five dollars, and did then and there with the said cars and
locomotion, by so carelessly and negligently running against upon
and over the said cow as aforesaid kill and destroy the same
to the damage of the said August Ballman in the sum
of thirty five dollars - That on the 16th day of March
A.D. 1874 for a valuable consideration paid by the said
plaintiff to the said August Ballman the said August Ballman
did sell assign and transfer to said plaintiff the claim and
demand which he then had against the said defendant on
account and by reason of the killing and destroying of
said cow of August Ballman as aforesaid by the said defendant
and all his right with interest and demand in and to the same, and
that the said plaintiff is now the lawful owner of said claim, no
part of which has been paid.

Justice Court
Ramsey County

Michael Hall
agent
The Northern Pacific
Rail Road Company
St. Paul
Minnesota
Company

John J. [unclear]
[unclear]
[unclear]

102

Robert H. [unclear]
[unclear]

2544
1044
1044

State of Minnesota County of Ramsey, ss
I certify and return that I have on the 22nd day of
June A.D. 1874 served the within summons and attached
complaint on the within named defendant. The
Northern Pacific Rail Road Company by handing to
and leaving with C. M. Mead Esq General Manager
of said Rail Road Company personally at true and
correct copy thereof. at St Paul in Ramsey County
Jas H. [unclear]
John H. Sheriff of Ramsey
County, by M. Miller depy

Wherefore the County Attorney
demands judgment against the said
defendant for the sum of money the full amount
thereof from time to time the 1st day of July 1873
herein the county the action

County Attorney

Robert H. [unclear]

State of Minnesota
District Court Eighth Judicial District
County of Carver

Michael Hall
vs
The Northern Pacific Rail Road
Company

State of Minnesota
County of Carver ss. H. F. Pick being duly
sworn on oath says that he is one of
the Attorneys for the Plaintiff in the
above entitled action. That the
summons and complaint in said
action were duly served on the
defendant in said action on the
22^d day of June A.D. 1874. That no
answer or demurrer to the said
complaint has been served upon
or received by the said Plaintiff
or his Attorneys. That more than
twenty days have elapsed since
the service of said summons and
complaint as aforesaid and that
said defendant has in no manner
appeared in said action and
apparently further says that Hon. Chas
Chaffin Judge of said Eighth
Judicial District is absent from

the State of Minnesota and further south
Described and
Brought before me this
15th day of July 1874 } H. J. Peck

at Benton

Wabash County

Ill. Co Minn

State of Minnesota
District Court Eighth judicial district
County of Crow

Michael Hall
against
The Northern Pacific
Rail Road Company }

On reading and filing
the Affidavit of H. F. Beckman
of the plaintiffs Attorneys in the
above entitled action and the
summons and complaint there
from which it appears that more
than twenty days have elapsed
since the service of the said
summons and complaint on
said defendants, and that the
said defendants have not answered
or appeared to the said court
present or in any manner ap-
peared in said action. Ordered
on motion of Baxter Beck Attorneys
for the plaintiff in said action
that the said action be referred
to J. A. Sargent as referee
who is hereby authorized and
directed to take the proofs in
said action on the part of
the plaintiffs in support

Outd. July 15. 1874. C. E. van der Burch
July

District Court
Cass County

Richard Hall

Wentworth Paper Co

July, July 25 1887
Chapmanville

Verantwortlich

109

State of Minnesota
District Court 8th Dist
Cannon County

Michael Hall

vs

The Northern Pacific Rail Road
Company -

I J A Sargent being duly sworn on oath do
say that I will faithfully and fairly hear and
examine the above written action and make re-
port and true report thereon according to the
best of my understanding and ability. So
help me God

Subscribed and sworn
to before me this 26th day
of July 1884

J A Sargent

Notary Public Cannon County

State of Minnesota
District Court Eighth Judicial District
County of Carver

Michael Hall

against
The Northern Pacific Rail Road
Company

The above entitled action
having been referred to me the under-
signed Referee to take the proofs
and assess the damages therein, and
report such assessment of damages
to said court, I did on the 25th
day of July AD 1894 in pursuance
of said order (which said order was
made the 15th day of July AD 1894)
take the proofs in said action and
upon such proofs find that the
damages sustained and the amount
said plaintiff is entitled to recover
is the sum of One hundred and
four and 40/100 dollars, therefore
on motion of David K. Peck appearing
as atty. for said Plaintiff I hereby
assess the plaintiffs damages in said
action at the said sum of One hundred
and four 40/100 dollars and
order that judgment be entered
therein for said assessment.

and the cost of said action
 Dated July 25th 1874

Native July 25th 1874

Paid to Vebere \$10.-

A. A. Sargent
Refine

*Sister, July 27th 1894
Cantonment
Adams,*

102

Referus
Main Cost
Churn price.
Shops price —
2 off dividend

\$ 14.00
\$ 3.00
— 4.00
\$ 2.80
D. 60
Total \$ 27.40

State of Minnesota
District Court
County of Beaver,

Michael Hall
vs
The Northern Pacific
Rail Road Company,

Judgment Roll,

Judgment \$104.40
Costs " 22.40

Total \$126.80

Given July 25th and 1874.
G. H. Graymire
Clerk

102

Baxter & Co., atty for def
St. Charles, Minn.

State of Minnesota
Seise-bent 8^d dist
Carm County,
Michael Hall

- 75 -

The Northern Pacific
Rail Road Company

judgment

This case came on to be heard before
J. A. Sargent duly authorized referee
therein, on the 25th day of July 1874
who after hearing the proofs and the merits
of the plaintiff's bill assess the damage
of said plaintiff at the sum of
one hundred and four dollars and
forty cents (\$104.40) and ^{it appearing to said Court} ~~being~~ ^{that}
that the allegations in said Complaint were
true. Now therefore upon motion of B. C. B. &
P. C. Attys for Plaintiff it is adjudged
and determined and the judgment of the
Court is that said Plaintiff recover of
said defendant the Northern Pacific
Rail Road Company the sum of \$104.40
and costs and disbursements taxed at
\$1.40 = and that said Plaintiff
have his lawful process therefor
Notarized to, H. A. G. Chief Justice said
Court this 25th day of July A.D. 1874.
J. A. Sargent, Referee.

No. 853

DISTRICT COURT,
CARVER COUNTY, MINN.

Alvin N. Dayl
Plaintiff.

vs.
Amos M. Crawford
Defendant.

Peck & McCallan
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry August 1st 1874
Carver
Register of Actions A Page 135

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 474.55

Date of Judgment Dec. 7th 1874

Main Record "A"
Judgment Book Page 401 + 402

Default Judgment Book Page

Date of Docketing December 7th 1874

Judgment at Record "A" page 204

State of Wisconsin, In District Court
County of Carver } 8th Judicial District
Alvin A. Doyle
— against — } Order
Anna M. Isaacs
Samuel D. Isaacs }

On reading
and filing the report of J. E. Dufek
Sheriff of the County of Carver and
State aforesaid of the sale of
the mortgaged premises in this
cause. On motion of Beck and
McGillivray attorneys for Plaintiff
therein. It is ordered That the same
be confirmed unless cause to the
contrary shall be shown within
eight days from the date of this
order. Dated Feby 23^d 1875.

By the Court,

A. G. Chatfield,
Judge cc.

State of Minnesota, Ord Dist Court
County of Carver } es^d Judicial Dist
Alvin A. Doyle

- against -

Anna M. Isaack and } Sheriff's Report
Samuel D. Isaack } of Sale under
decrees,

To the Honorable
Andrew G. Chatfield Judge of
the aforesaid Court;

I, Paul E. Dutick

Sheriff of the County of Carver and
State of Minnesota do hereby certify
and report: That in pursuance, and
by virtue of a decretal order of this
Court, made in the above entitled
Cause and bearing date the 7th day
of December A.D. 1874 a true copy
whereof, duly certified by the Clerk
of said Court, was to me delivered
and is herewith annexed. And made
a part of this report, and pursuant
to the printed notice of sale herewith
annexed. And after due publication thereof
as appears by the affidavit of A. L.
Dutick therewith, and herewith annexed,
and after causing a true copy of said
notice to be posted up in three pub-
lic places in said County of Carver
and State of Minnesota, according

to law and the practice of said Court.
I attended at the time and place
fixed for the sale of the premises
mentioned and described in said
deed as fixed in the aforesaid
written notice of Sale to-wit: on
the 6th day of Feb'y A.D. 1875 at the
front door of the Court house in the
Village of Chaska in said County
of a room at 1 o'clock in the
afternoon of said day, and exposed
said premises for sale at public auction
to the highest bidder, and the said premises
were then and there fairly struck off
to Alvin A. Day, and that each of
the separate parcels of land therein
described passed by me then and there
sold to the said Alvin A. Day
separately and for the sums hereinafter
mentioned to-wit: Lot no (6) Six ~~and~~
Block no (59) Fifty nine for the sum
of One Hundred (\$100) Dollars. Lot
no Seven (7) in said Block no
^{in the village of Watertown Garcon County all maps etc}
Fifty nine (59) for the sum of ~~Twenty~~
(\$20) Dollars. He being the highest
bidder therefor, and that being the
highest sum bid for the same
And I do further certify and report

that the said Alvin W. Day is
whom said premises above described
were by me sold as aforesaid
is the plaintiff in the above entitled
Cause, and that my fees and disbursements
on said sale amounting to the sum
of Twentyone (\$21) Dollars and 65/100 Dollars
as follows.

Sheriffs fees Ten (\$10) Dollars
Printers bill for publishing notice
of sale and affidavit of publication
of said Eleven and 65/100 Dollars
has been duly paid me by said
Plaintiff

Dated this 20th day of February
A D 1875

J. E. Orr Tait
Sheriff Carter Co. Minn.

State of Minnesota
County of Carver } A. L. Dutoit being
duly sworn says that he is publisher
and foreman of the Weekly Valley
Herald, a newspaper published in
said county of Carver, and that the
Notice of Sheriff's Sale a copy of
which is hereto annexed, was pub-
lished in said paper once in each
week for six successive weeks
the first publication being on
Thursday the 14th day of Decem-
ber, ^{AD 1874} and the last on ^{Thursday} the 4th
day of February AD 1875
Subscribed and sworn
to before me this 6th day
of February AD 1875 A. L. Dutoit
Notary Public

Sheriff's Sale.
Notice is hereby given that under and by virtue of a decretal order and judgment made and entered by the District Court of the Eighth Judicial District and county of Carver and State of Minnesota on the 7th day of December A. D. 1874 in an action wherein Alois N. Doyl is plaintiff and Anna M. Grant and Samuel D. Grant are defendant's in favor of said plaintiff and against said defendant's for the sum of \$474.55 four hundred and seventy-four and 55-100 dollars a transcript of which decretal order and judgment duly certified by the Clerk of said Court has been to me delivered.
I will sell at public auction to the highest bidder therefor at the front door of the court house in the Village of Chaska, in said county of Carver on the 6th day of February at 4 o'clock in the afternoon of said day all the pieces and parcels of land which are in said judgment described, and which are situate, lying and being in the county of Carver and State of Minnesota, and described as follows to-wit: Lots [6] six and [7] seven in block No. [59] fifty-nine in the Village of Watertown, Carver county Minnesota, according to the recorded plat thereof on file in the office for the Registry of Deeds of said county of Carver, or so much thereof as shall be necessary to raise the amount due said plaintiff for principal and interest on his said judgment, and the costs of said sale, and which may be sold separately without injury to the parties interested.
Dated this 14th day of December A. D. 1874.
F. E. DU TOIT, Sheriff of Carver County.
PECK & McCLELLAND,
Atty's for Plaintiff. Dec 17.

Publication fees \$11.65

Office of Register of Deeds
Carver County Minnesota } I hereby certify that the within
Notice of Sale & Foreman's Affidavit was filed for record June 27th
AD 1876 and was duly recorded in Book 2 of Deeds on Page
582.
J. Greiner Reg. of Deeds.

State of Minnesota }
 County of Cass } ss Ernest Wainline being duly sworn says
 that at the town of Watertown in the County of Cass and
 State of Minnesota on the 18th day of August A.D. 1874 he
 served the within summons on the within named defendant
 Samuel D. Grant by delivery to said. Having with
 said defendant a true copy of said summons - he
 further says that he knew the person so served to be the
 person named in said summons as one of the defendants
 therein.

Ernest Wainline

Subscribed and sworn to before me this 18th day
 of September A.D. 1874

R. W. McCallister
 Notary Public
 for Minnesota

DISTRICT COURT,

Judicial District,

County of Cass

Ernest W. Wainline

— against —

Samuel D. Grant and

James D. Grant

S U M M O N S .

and

John Wainline
 John Wainline
 John Wainline
 John Wainline

John Wainline

Plaintiff, Attorney, &

St. Paul Press Co.

State of Minnesota.

DISTRICT COURT.

Ninth Judicial District.
County of *Carver*

Alvin A. Dayle
against
Annie M. Isaacs and
Samuel S. Isaacs

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to answer the Complaint in this action which has been filed in the office of the Clerk of said Court in *Carver* County and to serve a copy of your Answer to the said Complaint on the subscriber, at his office in *Watertown Carver County Minnesota* within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will *apply to the Court for the relief demanded in said Complaint*

Dated

August 1st

A. D. 1874

Plaintiff's Attorney,

Rich E. M. Allard
Watertown Minn.

State of Minnesota
 District Court 8th Judicial District
 County of Carver
 Alvin A. Doyle

— 35 —

Anna M. Grank } Complainant
 Samuel D. Grank } The Plaintiff

in the above entitled action for
 Complaint therein, respectfully
 shews and states to the Court that
 on the 11th day of July A D 1872 the
 above named defendant Anna M
 Grank did make and execute
 under her hand in writing and deliver
 to the above named plaintiff her certain
 promissory note in the words and figures
 following that is to wit:

" Watertown Minn July 11th 1872
 " One year after dated promise to pay to
 " the order of Alvin A Doyle Three
 " Hundred and Thirty One & 4/100 Dollars
 " with interest at the rate of Twelve per
 " cent per annum from date until
 " paid value received

Anna M Grank"

And the said defendants Anna M Grank
 and Samuel D Grank to secure the
 payment of the principal and interest

mentioned in the said promissory note
did at the same time make and execute
under their hands and seals and duly
acknowledge and deliver unto the said plaintiff
a certain indenture of Mortgage bearing
even date with the aforesaid promissory
note conditioned for the payment of
the said sum of Three Hundred and
Thirtyone ⁸⁴/₁₀₀ dollars and the interest
thereon according to the condition of
said promissory note with the further
sum of Thirty dollars Attorneys fees
in case said Mortgage should be
foreclosed by which indenture of
Mortgage the said mortgagor mortgaged
in fee to said plaintiff the following
described Lands and Real Estate
situate in said County of Carver and
State of Minnesota to-wit Lots No
Six (6) and Seven (7) in Block No
Fifty nine (59) in the Village of Watertown
as surveyed by R. W. Blauding Esq
and a plat thereof having been duly placed
on file of Record in the Office of the
Register of Deeds in and for said County
of Carver. That said Mortgage was
afterwards duly recorded in the Office
of the Register of Deeds in and for

said County of Carver on the 29th day
of August A D 1872 at Two o'clock
in the afternoon of said day in Book
"C" of Mortgages on Page 602.
And said plaintiff further says: That
the aforesaid Mortgage is a security
for the payment of the principal and
interest on said promissory note above
mentioned.

And plaintiff further says that
said note and Mortgage is now due and
wholly unpaid, and that there is now due
and owing said plaintiff upon the said
note and Mortgage the sum of Three
Hundred and thirty one ⁸⁴/₁₀₀ dollars with
thereon at the rate of twelve percent per
annum from the 11th day of July A D 1872
and that no proceedings at Law have
been instituted to recover the same
on any part thereof. Wherefore the
said plaintiff demands judgment
against the said defendants for the
sum of Three Hundred and thirty one
⁸⁴/₁₀₀ dollars and interest thereon at
the rate of twelve per cent per annum
from the 11th day of July A D 1872
and that the aforesaid mortgage and prom-
ises be sold to satisfy the said Mortgage
and the amount due thereon to said plaintiff.

for principal and interest And for the
costs of this action. And that said sum be
paid to said plaintiff. And further that the
said defendants And any and all persons
claiming under them subsequent to the
commencement of this action And all other
persons although not parties to this action
who have any claims by judgment or other-
wise on said mortgaged premises sub-
sequent to the plaintiffs said mortgage
either as purchasers or incumbrancers
or otherwise may be barred And for the relief
of all equity by redemption in said prem-
ises And that said plaintiff have such
other And further relief as to the Court
shall seem just and proper in the
premises

Peter T. McCallum
Plaintiffs Attorney &
Waterson Minors

COURT

Carson

W Doyle

AGAINST

*Anna M Grant and
Samuel D. Grant*

ATTORNEY'S VERIFICATION.

*Filed Aug 1874
G. W. Wrayenbuhl
Clerk*

Rich M. Allard
Attorney.

Ramaley & Cunningham, Printers and Stationers.

-135-

State of Minnesota, } ss.
County of Carr

R H McChland came

before me personally, and being duly sworn, doth say that he is one of the attorneys in
the above entitled action; that the foregoing complaint is true to the best of his knowledge,
information and belief, and that the reason why this affidavit of verification is not made by said
plaintiff ~~or one of them~~, is that said plaintiff ^{is} absent from
the County of Leavenworth Minnesota, where resides this affiant
his attorneys, and further saith not.

Subscribed and sworn to before me, on this
1st day of Aug A. D. 1877

Ernest H. Anderson

R H McChland

Notary Public, Minn.

State of Minnesota Indistrict Court
County of Cass 8th Judicial District
Alvin W Doyle Plff

-vs-
Anna M Grant and
Samuel D Grant Defts } Affidavit of Default

State of Minnesota }
County of Cass }² R H M McClaud being
duly sworn says that he is one of the
Attorneys of the plaintiff in the above
entitled action, that the complaint in
said action has been duly filed in the
office of the Clerk of the above named
Court in Chaska in said County of Cass,
that the summons in said action has
been duly issued and personally served
on each of the above named defendants
in said action as required by law,
that affiant further says that more
than twenty days have elapsed since
the service of said summons on said
defendants as aforesaid, and that said
defendants nor either of them have
in any manner appeared in said
action either by answer, demurrer, or
otherwise, but have made default
therein -

R H M McClaud

Subscribed & sworn to before me
this 18th day of Sept 1874
Ernest H. Campbell
Notary Public

State of Minnesota }
County of Cannon }

ss

Eli F Lewis

being duly sworn says: That at the
Law of Station in the County of
Cannon and State of Minnesota, On the
5th day of August AD 1874 he served
the annexed summons on the within named
defendant Anna M. Grant by delivering
to and leaving with said defendant a
true copy of said summons. He further
says: that he knew the person so served
to be the same person named in said summons
as one of the defendants therein.

Subscribed and sworn to }
before me this 8th day of Sept }
AD 1874 }

Eli F Lewis

R B M Olland

Notary Public

for Minnesota

John H. Day
against
Anna M. Grant &
Samuel D. Grant

Order appointing
Referee

Filed Nov. 18th 1894
Guthrie
Colonel

135

Jack V. M. & Co. Attorneys
St. Louis, Mo.

State of Minnesota
County of Carver
Alvin W. Doyle

In District Court
8th Judicial District

— vs —

Anna M. Groat
James L. Groat

Order appointing Referee

On reading and filing
the affidavit of A. W. M. McAllister
Esq. Attorney for the above named plain-
tiff, and it appearing therefrom that more
than twenty days have elapsed since
the summons in said action was
served on the defendants therein and that
said defendants, nor either of them
have in any manner appeared in said
action either by answer, demurrer or
otherwise, but have made default
therein. On motion of A. W. M. McAllister
attorney for said plaintiff. Ordered
that Ernest W. Gaudin Esq. of St. Anthony
Minnesota be, and he is hereby appointed
sole Referee to take the testimony on the
part of the plaintiff in said action, and
report the same to this Court without delay,
together with his findings & opinion.

By the Court
A. G. Chatfield
Judge &c.

John S. Doyle
— against —
Anna M. Lambert
Simuel D. Grant

Oath of Refusal

Filed Nov. 18th A.D. 1874
Gehringbuhl
Blair

135,

Deak W. McDaniel
Attorney for Plaintiff

State of Minnesota, Dist. Court
County of Carver, Judicial Dist.
N. D. vs. D. vs. D.

— against —
Anna M. Grant vs. } Oath of Office
Samuel D. Grant vs. }

I, Ernest Hamilton
do solemnly swear, That I will
faithfully and fairly hear and
determine this action, wherein Anna
M. Grant is Plaintiff and Samuel
D. Grant is Defendant and make a just and true
report thereon, according to the
best of my understanding and
ability. I so help me God.

Subscribed and sworn to, Ernest Hamilton
before me this 12th day of
November A.D. 1878.

W. M. Allen,
Notary Public
for Minnesota.

State of Minnesota }
In District Court }
8th Judicial Dist } Evidence taken
County of Hennepin } by and before
Alvin T. Doyle Plff - Referee

- 13 -

Anna McGrant and
Samuel D Grant Defs }

Alvin T Doyle
being duly sworn says, I am
plaintiff in the above entitled
action. I know the defendants
in said action. On the 10th day
of July A.D. 1892 the defendant
Anna McGrant for value
received made signed and
delivered to me her promissory
note of that date whereby she
promised to pay to my order
the sum of three hundred and
thirty one and four dollars one year
after date, with interest at
the rate of twelve per cent per
annum from date until paid,
at the same time the note was
given the defendants being the
husband and wife wants to secure
the payment of said note, made
signed acknowledged and delivered

to me under their hands and seals
a certain mortgage of Mortgage.
The Mortgage was dated the
same day as the note, and
was duly recorded on the 24th
day of July A.D. 1872 at two
o'clock P.M. in Book "G" of
Mortgages on page 402 in
the office of the Register of Deeds
in and for the County of Hennepin,
and State of Minnesota.

The Mortgage conveyed to
me Lots 10, 11, 12 and 13
in Block No. Fifty-nine (59) in
the Village of Watertown, Minn.
according to the Recorded plat thereof.

I am still the owner and
holder of said note and
Mortgage. The same are now
due and wholly unpaid, no
interest has been paid on them
since they were given.

Note: Hitherto offered in evidence
the Note referred to marked Exhibit
"A" and Mortgage marked Exhibit
"B" and said "C" this is the note
and mortgage I have described

District Court
8th Judicial District
Alvin S. Day
against
Anna W. Brown and
James S. Brown

Evidence

Filed Nov. 18th 1874
Gibbs & Co. v. Brown
Adm.

135

Rec'd & M. C. Brown
Attorney for Plff.

and referred to in my previous
testimony (S. E. The note and
Mortgage were received in evidence
The property described in
the mortgage is a security security
for the payment of the note.
The said property is not worth
more than two hundred and
fifty dollars in my opinion.

Subscribed & sworn to before me

This 12th day of Nov 1874 at Albany, N. Y. Day

Ernest W. Washburn

Referee

State of Minnesota On Dick Cook
County of Carver 30th July 1874
Alvin St Dayl 3 Report and findings
against 3 Report and findings
James M. Grant 3 of Refused
Daniel D. Grant 3

To the Honorable Andrew
S. Chatfield Judge of said Court
O. Ernest Heinicke sole refused
in the above entitled action do
respectfully report to this Honorable
Court.

That pursuant to an order of
said Court heretofore made and
granted in said action. I did on
the 12th day of November A.D. 1874 at
Minneapolis in said County of Carver
Minnesota to take the testimony offered
by and on the part of the plaintiff
in said action in support of his
complaint therein I did then and there
reduce a full and true copy of the testimony
offered on the part of said plaintiff
concerning the same to be sub-
scribed by the witnesses giving the same
in my presence. All of which testimony
both parole and documentary is shown
by and before me as aforesaid is herewith at-
tached and made a part of this return.

I further certify and report
That the witness whose testimony
is herewith returned was by me first
duly sworn according to Law before
he testified in said cause and
That R. B. McCallum Esq. one of
the attorneys for said plaintiff
was present and conducted the examination
of said witness.

I further respectfully report
That upon hearing and considering
the testimony so taken by and before
me as aforesaid. I find no conclusion
of fact.

It That all of the allegations
contained in the complaint of the
plaintiff in this action are true
and fully supported by the evidence therein
and That said defendants are jointly
indebted to said plaintiff for principal
and said or said promissory note and
mortgage described in said complaint
in the sum of Three Hundred Thirtyone
and 54/100 Dollars and interest thereon
at the rate of five per cent per
annum from the 11th day of July
A.D. 1872 amounting to Ninety Two
and 91/100 dollars.

Alvin S. Day is
against
Anna M. Grant and
Samuel D. Grant

Report and findings
of Referee

Filed November 18th 1874
Guthrie in Court
detest.

- 135 -

Profr V. M. McDaniel
all go for Alf

3rd That by the terms of the Mortgage described in the Complaint in this action The plaintiff therein is entitled to recover from the defendants therein the sum of Thirty Dollars as Attorney's fees in this action
14th That the property described and conveyed by said Mortgage is a security for the amount of money secured thereby,

I find as conclusions of Law
1st That said plaintiff is entitled to judgment against said defendants in this action for principal and interest due on said promissory note and Mortgage described in said Complaint for the sum of Four Hundred Twenty four 75/100 dollars and Thirty dollars attorney's fees
2nd That said plaintiff is entitled to all the further relief demanded in his Complaint in this action
Dated Watertown Minnesota
November 12th A.D. 1874

Ernest Cainlin
Refers

Dist. Court. 8th Dist
County of Carver

Alvin N. Doyle

vs

Anna M. Grant &
Samuel D. Grant

Order for judg^t.

Filed, Nov. 21st ad 1844
G. W. Grayenbuhl
Clerk

135

State of Minnesota.

District Court, Eighth Judicial District.

County of Carver

Alvin A. Doyle
agent

Anna M. Grant &

Samuel D. Grant.

On reading and filing the report of the Referee in the above entitled action, whereby it appears to the satisfaction of this Court that all the allegations of fact in the Plaintiff's Complaint in said action contained, are true and that the ^{said} Plaintiff is entitled to the relief by him in and by his said Complaint demanded. On motion of Peck & McClelland Attorneys for said Plaintiff, no one appearing to oppose, it is ordered that the said Plaintiff have judgment or decree against the said Defendants for the relief by him in and by his said Complaint demanded. - The Clerk will sign and enter judgment or decree accordingly.

Dated November 20th 1874.

By the Court.

A. G. Chatfield,
Judge &c.

+ That said Plaintiff have judgment against said defendants for the sum of Seven Hundred and twenty six 40/100 Dollars and for his costs therein taxed at Dollars - and it is further ordered adjudged and decreed by this court.

Right^d McCalland attorneys for the said plaintiff. It is ordered, adjudged, and decreed, and this Court by virtue of the authority therein vested, doth order, adjudge, and decree, That all and singular of the mortgaged premises mentioned in the Complaint in this action and hereinafter described, or so much thereof as may be sufficient to raise the amount due to said plaintiff for principal and interest and costs in this action and which may be sold separately without injury to the parties interested, be sold at public auction by the Sheriff of said County of Carnar.

That the said sale be made in the County where said premises are situated. That the said Sheriff give public notice of the time and place of said sale according to Law and the usual practice of this county.

That said plaintiff or any of the parties to this action may become the purchaser. That the said Sheriff shall execute a certificate of sale of the said mortgaged premises.

I court together with his findings
thereon. And the said plaintiff having
on the 12th day of November A.D. 1874
before said Referee introduced evi-
dence in support of his said Complaint
And all the allegations thereof. And the
said Referee having pursuant to the
aforesaid order of said Court made
due report thereon. And it appearing
from the report And findings of said
Referee on file. That all of the allega-
tions of said Complaint are true. And
That there is now due to said plaintiff
from said defendants at this date
for principal And interest due
on the said promissory note And
Mortgages mentioned And described
in the Plaintiff's said Complaint
the sum of Four Hundred Twenty six
And ¹¹/₁₀₀ Dollars And Costs taxed
at _____ dollars. Together with
(20 ⁰⁰/₁₀₀) Thirty dollars for attorneys fees
mentioned in And by the terms of said
Mortgages covenanted to be paid
to said plaintiff in case said defend-
ants made default in the condition
thereof.

Therefore on motion of Myself

District Court
1st Judicial District

Alvin S. Dyer

— against —

Anna M. Grant and

Samuel S. Grant

Deed

Peck & McCallum
Attorneys for Plff

The description and particular boundaries of the property authorized to be sold, under and by virtue of this decree so far as they same can be ascertained from the mortgage above referred to, or from the complaint in this action are as follows: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832,

Agreement between BHG.640
Habitat Investment 0815
Attorneys fees 34.09

Product # 494 55

State of Minnesota
District Court,
County of Carver,

Wm. H. Doyle
vs
Anna M. Grant (wid)
Samuel D. Grant,

Judgment Rolls

Judgment \$426.40
Costs " 48.15

Total \$474.55

Filed December 14th 1894
Edw. J. Enbuhl
Clerk.

Reed & M. Coldland Attys
for Plaintiff.

No. 854

DISTRICT COURT,
CARVER COUNTY, MINN.

*Geo. A. D. in Trust, Adm-
istrator of the Estate
of Henry Young, Dec.* Plaintiff.

*Lucius H. Hume, Emma H.
Hume, Co-partners as
L. Hume & Son* Defendant.

Robert Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *August 4th, 1874*

admt A Register of Actions Page *137*

Term Tried *1*

Judgment for *Plaintiff*

Amount of Judgment *\$176.98*

Date of Judgment *Aug. 31st 1874*

Printed Book "A" Judgment Book Page *378*

Default Judgment Book Page

Date of Docketing *August 1st 1874*

Judgment Book "A" pag-124

DISTRICT COURT.

Eng 4th

Judicial District.

County of Carver

G. A. Du Sait admiss

ac

as

Howe & Son et al

SUMMONS.

Original

Filed August 11th 1894

Wm. H. Cunningham

Schmidt

= 134 =

Plaintiff Attorney

Ramaley & Cunningham, Printers and Stationers.

County of Carver I. F. E. Du Sait Sheriff
Carver Co. Minn. do hereby certify & return
that at the village of Chaska in said Carver
County, I did on the 10th day of August 1894,
serve personally upon Lucius Howe one of the
defendants herein named, the within Summons
by then & there handing to & leaving with him a
true copy of the same. F. E. Du Sait
Sheriff Carver Co., Minn.

Fees- 1.00
copy 20
mileage 20
1.40.

(44.)

STATE OF MINNESOTA,

DISTRICT COURT,

County of

Leavenworth

Eighth

Judicial District.

Geo A De Laet Administrator
of the estate of Henry Young
Deceased / vs

SUMMONS.

Lucius How and Emma How
Copartners as L How & Son

THE STATE OF MINNESOTA to the above named Defendant:

You and each of you are hereby summoned and required to answer the complaint in this action
which has been filed in the office of the
Clerk of Civil Court in Leavenworth County Minnesota
and to serve a copy of your answer to the said complaint on the subscribers, at their office in

Christie Township

within twenty days after the service of this summons upon you, exclusive of the day of such service, and if you fail

to answer the said complaint within the time aforesaid, the Plaintiff in this action will take fully out
against you for the sum one hundred and fifty dollars
and seventy cents with interest at the rate of 7 per
cent per annum from the 2nd day of April 1874
together with the costs of this action.

Dated Christie Minn Aug 4th 1874. Paul W. Pick

Plaintiff's Attorney Christie Minn.

value and for the price and sum
of One hundred and fifty six and
40/100 dollars. That no part
of the same has been paid but
is now due and owing from the
defendants to said plaintiff

Wherefore the plaintiff demands judgment
against the said defendants for the sum
of One hundred and fifty six
and 40/100 dollars with interest there-
on from and since the 1st day of April
1884 & besides the costs of this action.
Bartwick
Plffs Attorney

District Court
Cass County

Geo A Du Fort
Adversary & c
vs

L Hard & Son
Complainant

Filed Aug 10 4 13 am 1884

G. W. Maynard

Clk

= 134 =

Bartwick
Plffs Atty

State of Minnesota
County of Cass ss. Geo A Du Fort being duly
sworn in oath says that he is plaintiff in
the foregoing complaint made. That the
said complaint is true of his own
knowledge & set as to matters therein
stated upon his information and
belief and as to those matters he
believes it to be true

Subscribed and
sworn to before me this
10th day of Aug 1884

Oliver J. Smith
Notary Public

Geo A Du Fort

State of Minnesota
District Court Eighth Judicial District
County of Carver

Ex & In Vit Administration
of the Estate of Henry Young
Deceased

against
Lucius How and Edmund L How
Copartners as L How & Son

The Plaintiff in the above
entitled action for complaint therein
respectfully states and shows to
the Court that he is administrator
of All and singular the goods chattels
and credits of which Henry Young late
of said Carver County died and served
duly appointed and qualified as such
Administrator. That the said Lucius
How and Edmund L How are and for
more than two years last past have
been copartners doing business under
the firm name and style of L How
& Son. That between the 4th day of April
A.D. 1873 and the 7 day of April A.D. 1874 the
said Henry Young in his lifetime at the
Special instance and request of said
defendants sold and conveyed to
said defendants as partners aforesaid
goods wares and merchandise of the

District Court.

County of Carver

Geo Howard ad-
ministratrix Estate of Henry Young
against

L Howard & Son

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 August 11th 187 4

N A Samuels
Court Commissioner
Carver County, Minn. 561

Filed Aug 11th A. D. 187 4

G. Wrayenbuhl
Clerk of said Court.

Payson & Reck
Plaintiff's Attorney.

Ramaley & Cunningham, Printers and Stationers.

134

State of Minnesota,

County of Carm

District

Court.

Eighth District

Geo A Du Bois Administrator
Estate of Henry Young deceased

against

Lucas Howard and Edmund
Haw Copartners as L Howard & Son

Affidavit for Attachment.

State of Minnesota,

County of Carm

Geo A Du Bois

came

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

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

That a cause of action exists against the Defendant, and in favor of said Plaintiff therein, and the amount of said Plaintiff's claim therein is One hundred and fifty six

and no/100 =

Dollars, and the ground thereof

is as follows, that is to say upon account for goods sold
and merchandise sold and delivered
by the said Henry Young in his life time
to the above named defendants
partners aforesaid

Deponent further says that the said Defendant is about to assign
secretly and dispose of his property
in tent to delay and defraud his creditors

Therefore deponent asks that a Writ of Attachment may be allowed and issued against the property of said Defendant, according to the statute in such case provided.

Geo. A. Du Bois

Subscribed and sworn to before me this

11th day of August 1874

L. L. Parker

Notary Public
Carm

DISTRICT COURT.

County of Carver

Geo A Du Pont Admuni-
strator Estate of Henry Gouney
Plaintiff

J. Hurd & Son

Defendant

Undertaking in Attachment.

I approve the within undertaking and the
sureties thereto.

Dated August 11th 1894

J. A. Sargent
County Commissioner Carver Co
Min 28

Benjamin F. Peck
Plaintiff's Attorney

Charles

Minn.

Ramaley & Cunningham, Publishers, St. Paul.

Filed, Aug 11th 1894
Supraymable, Clerk of
1894

DISTRICT COURT,

County of Carron

To A De Fact Administrator of the
Estate of Henry Young deceased
against
Lucius How and Emma L How
copartners as L How & Son

WHEREAS Geo A De Fact Administrator of the estate
of Henry Young deceased Plaintiff, has commenced an action
by summons for the recovery of money against Lucius How and Emma L How
copartners as L How & Son Defendants
and has made application for a Writ of Attachment against the property of said Defendant in
pursuance of the Statute:

NOW THEREFORE, we Geo A De Fact and
H W Young of Carron County do Undertake, Promise and agree
to and with the said Defendant that the said Plaintiff shall and will pay all costs that may be
awarded to said Defendant, and all damages, he may sustain by reason of the said attachment
not exceeding two hundred and fifty Dollars.

Dated this 11th day of August 1874

Geo A De Fact
H W Young

State of Minnesota,

County of Carron

Geo A De Fact
and H W Young

being duly sworn, each for himself says that he is a resident and freeholder of the State of
Minnesota and is worth the sum of two hundred and fifty Dollars, over
and above his just debts and liabilities and exclusive of property exempt from execution.

Subscribed and sworn to before me,
this 11th day of August 1874

L L Bunker
Notary Public
Carron Co
Minn

Geo A De Fact
H W Young

State of Minnesota,

County of

Carver

DISTRICT COURT,

Eighth

Judicial District.

Geo. W. DuBois Administrator of the
Estate of Henry Young, deceased
against
Lucius Howe and Immons H. Howe
Partners as H. Howe & Son,

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 Geo. W. DuBois, Administrator of the Estate of Henry Young, deceased, the Plaintiff, for a Writ of Attachment against the property of Lucius Howe Immons H. Howe Partners as H. Howe & Son 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 defendants were about to assign secret and dispose of their property with intent to delay and defraud their creditors and the bond in such case required by law, has been duly filed, and such Writ has been duly allowed.

Therefore, You are hereby commanded and required to attach and safely keep all the property of said Lucius Howe & Son 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 and fifty dollars and 70 cents (\$156.70¹/₂)) as appears by the Complaint in said action, together with costs and expenses, and that you proceed herein in the manner required of you by law.

Witness the Honorable

J. G. Chatfield

Judge

of the District Court aforesaid, at

Charles

this Tenth day of

August

in the

year 1874.

A. H. Weyant

Clerk.

State of Minnesota I hereby Certify & return
 County of Cass & that at Chaska, Cass
 County, Minn., on the 11th day of August
 A.D. 1874, I levied upon the following
 described Real Estate to wit: South
 West quarter of South West quarter Section
 21, Township 116, Range 23, Cass Co
 Minn., as the property of the said defendants
 herein named.

Chaska Aug 11th 1874.

Fees Service Writ 1.00
 Mileage 2 Miles 20
 2 Copies 1.00
 2.20

F. J. De Tack Sheriff
 Cass Co. Minn.

District Court,

County of Cass.

J. W. McDevitt Administrator

vs. Estate of Henry Young

Decedent

against

James Moore, Attorney, & House

Defendants as
 James Moore & Son

WRIT OF ATTACHMENT.

Issued August 11th 1874

E. J. De Tack Clerk.

Returned Aug 11th 1874

E. J. De Tack Clerk.

Dexter De Tack

Plaintiff's Attorneys

State of Minnesota,
County of *Carm*

District COURT.
for Suit

Geo A Orr Trust Administrator
of the Estate of Henry Young dec =
ceased

Against

Affidavit of Disbursements.

Lucius Howard Emmons & House
Co-partners as L Howard Emmons

Plaintiff's Costs and Disbursements.

Statute Costs,

2

Affidavits,

Sheriff's Fees,

Summons

Clerk's Fees to be added,

\$ *5.00*
" *40*
" *1.40*
" *4.60*

Costs on our Attachment to en
force our decree in re, Sheriff's fees
Court Commissioners fees

2.20
" *2.00*

Total \$ 15.80

Amount claimed in Summons.

Principal,

Interest,

156.40
4.48
161.88

State of Minnesota.
County of *Carm* ss.

H J Beck

being first duly sworn, doth depose and say, that he is *one of* the Attorney of said Plaintiff
in the above entitled cause; that the above bill and items of Costs and Disbursements therein are
just and correct, and have been or will be necessarily incurred therein.

Subscribed and Sworn to before me,

On this *1st* day of *September* A. D. 187*4*

H J Beck

L L Baer

Notary Public, Minn.

STATE OF MINNESOTA, } District Court 8th Dist
County of Carver }

In and out Administrator
of the estate of Henry
Murray deceased

against

Lacie Howe and Ermon
L Howe copartners as L
Howe and son

Affidavit of No Answer.

STATE OF MINNESOTA, } ss. H J Rick
County of Carver }

being first duly sworn, doth depose and say, that he is one of the Attorney for the Plaintiff in
the above entitled action; that the summons in said action was personally served upon the defendant
therein as appears by the return thereon; that more than twenty days have elapsed since the service
of said Summons, and that no answer or demurrer, or copy of either, has been received by the
Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,

On this 15th day of September A. D. 1874

H. J. Rick

L L Baxter

Notary Public, Minn.

District Court 8th Dist
Carver COUNTY.

In and out
Administrator & co

AGAINST

L Howe & son

Affidavit of No Answer, &c.

Filed August 11th 1874
H. J. Rick
Attorney for Plaintiff.

Baxter & Rick

Hamsey & Cunningham, Printers and Stationers.

2-134 =

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

George A. Dewitt
Administrator of the Estate of
Henry Young deceased
against
Charles Blume and Emmerson & Horne
Co-partners as
H. Horne and Son,

The Complaint in the within
entitled action having been filed with the Clerk of
said Court and the summons duly served personally
upon the defendants therein on the 10th day of August
A.D. 1894. and it appearing by the Affidavit of the
Attorneys for plaintiff, on file, that no answer,
or demurrer or copy of either has been served or
received by said plaintiff's attorneys, and said
defendants having in no manner appeared in said
action.

Wherefore, upon motion of Plaintiff's
Attorneys for said Plaintiff, It is hereby Adjudged
and determined, that said plaintiff recover of said
defendants the sum of one hundred fifty one

dollars and eighteen cents, Judgment & interest as
claimed by said Summons & Complaint, together
with the sum of fifteen dollars, costs and
disbursements taxed in said action, the whole
amounting to the sum of one hundred twenty six
dollars and eighteen cents, and that said Plaintiff have his
lawful process therefor

Judgment	\$156.40
Interest since April 28 th " 1874	4.18
	<hr/>
	\$161.18
Costs & disbursements	15.80
	<hr/>
Total	\$176.98

Dated, August 31st AD 1874.

By the Court:

Chas. F. Fennell
Clerk

This Indenture, Made this *Eleventh* day of *July* in the year of our Lord One Thousand Eight Hundred and Seventy *Two* BETWEEN *Anna M Grant* in her own right and Samuel D Grant her husband of *Cass* County, *Minnesota* part of the first part, and *Alvin A Doyle* as guardian of *Willie A and Mary S Doyle* of *St. Louis, Mo.* part of the second part, WITNESSETH, that the said part of the first part, for and in consideration of the sum of *Three Hundred and thirty one (\$331.00)* DOLLARS, in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, RELEASE, CONVEY AND CONFIRM, 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 *Cass* and State of *Minnesota*, described as follows, to wit: *Lot No Six (6) and Seven (7) in Block No Fifty nine (59) in the Village of Watertown as surveyed by R. B. Blanding Esq and a plot thereof having been duly placed on file of record in the office of the Register of Deeds in and for said County of Cass,*

Stamp
Watertown Minn July 11th 1872
One Year after date I promise to pay to the order of *Alvin A Doyle* *Three Hundred & thirty one (\$331.00)* Dollars at the rate of *ten* per cent per annum *Value received.*
Yds. Due Anna M. Grant

To Have and to hold the same, together with all the benefits and appurtenances thereto belonging, or in anywise appertaining to the said part of the second part, his heirs and assigns forever, And the said *Anna M Grant and Samuel D Grant*

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 the said premises. Second, That they have good right to convey the same. Third, That the same are free from all encumbrances. 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 *Anna M Grant or Samuel D Grant* part of the first part, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said *Alvin A Doyle*

part of the second part, his heirs, executors, administrators, or assigns, the sum of *Three Hundred and thirty one (\$331.00)* Dollars and interest at the rate of *ten* per cent per annum according to the condition of *one certain promissory note made and signed by the said Anna M Grant and payable to the order of the said Alvin A Doyle one year after date and* 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 the said sum of money, or the 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 said part of the second part, his heirs, executors, administrators, and assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser, in fee simple, agreeable to the statute in such cases 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 *promissory note* together with all costs and charges, and pay the surplus (if any) to the said part of the first part, their heirs, executors, administrators, or assigns.

And the said *Anna M Grant and Samuel D Grant* part of the first part do further COVENANT AND AGREE to and with the said part of the second part, his heirs, executors, administrators, and assigns, to pay or cause to be paid, 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 that he will pay all taxes and assessments of every nature that may be assessed on said premises, previous to the day appointed, in pursuance of any law for the sale of lands for Town, City, County, or State Taxes. Also the further sum of *thirty* Dollars attorney fees in case this Mortgage shall be foreclosed

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

Signed, Sealed and Delivered in Presence of

Ernest Haurini
Charles J. Walgren
STATE OF MINNESOTA,

Anna M. Grant
G. P. Grant



County of Winn } ss. BE IT KNOWN, That on this 19th day of July A. D. 1872
personally came before me Anna M. Grant and Samuel S. Grant her
husband to me personally known to be the same persons described in,
and who executed the foregoing instrument, and acknowledged that they executed the same.

And the said Anna M. Grant
as on examination separate and apart from her husband acknowledged that she executed the said Deed freely and volunta-
rily, without any fear or compulsion from any one.

Ernest Haurini
Notary Public
Leavenworth, Minn.

1872-73
MORTGAGE DEED.

Anna M. Grant & husband
TO

Alvin A. Dryl

Office of Register of Deeds,

County of Leavenworth

I HEREBY CERTIFY, That the within
Deed was filed in this Office for record on the
10th day of July
A. D. 1872, at 2 o'clock, P. M., and
was duly recorded in Book 6 of
Mortgages on Page 101.

Frederick Greiner
Register of Deeds

FREDERICK GREINER,

Register of Deeds and Dealer in Real Estate,

Leavenworth, Leavenworth Co., Minn.

Filed Nov. 18 1872
Leavenworth Co. Minn.

page 137- Reg. A
State of Minnesota
District Court
County of Carver,

Geo. A. DuSart
Administrator of the Estate of
Henry Young, deceased
vs
Lucius Howe, Executors, & Howe
Associates as
L. Howe and Son,

Judgment Roll,

Judgment \$ 156.49
Interest " 4.48
Costs " 15.80

Total \$ 176.98

John, August 31st 1894,
Getzenbuhl, Clerk.

- 137. -

Dexter Peck, Attorney for Plaintiff
Charles. Winn.



This Indenture, Made this *Eleventh* day of *July* in the year of our

Lord One Thousand Eight Hundred and Seventy *Two* BETWEEN *Anna M Grant*
in her own right and Samuel D Grant her husband of
Carron County Minnesota part is of the first part, and

Alvin A Doyle (as guardian of *Willie A. and Mary J Doyle of Wright Co. Minnesota*

part of the second part, WITNESSETH, that the said part is of the first part, for and in consideration of the sum of

Three Hundred and thirty one (\$331.84) 84/100 DOLLARS,

to *them* in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do — by these presents

GRANT, BARGAIN, SELL, RELEASE, CONVEY AND CONFIRM, 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 *Carron*, and State of Minnesota, described as follows, to-wit:

Lots No Six (6) and Seven (7) in Block No Fifty nine
(59) in the Village of Watertown as surveyed by R. H.
Blauding Esq and a plot thereof having been duly
placed on file of record in the office of the Register
of Deeds in and for said County of Carron

Stamp

Watertown Minn July 11th 1872
One Year after date I promise to pay to
the order of Alvin A Doyle
Three Hundred & thirty one Dollars
with interest at the rate of twelve per cent per annum
from date hereof paid
Value received.

Due *Anna M Grant*

To have and to hold the same, together with all the hereditaments and appurtenances thereto belonging, or in anywise appertaining to the said part of the second part, *his* heirs and assigns forever.

And the said *Anna M Grant and Samuel D Grant*

part is 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 the said premises. Second, That *They* have good right to convey the same. Third, That the same are free from all encumbrances. 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 is of the first part, will WARRANT AND DEFEND the title to the same against all lawful claims.

Provided, nevertheless, that if the said *Anna M Grant or Samuel D Grant*

part is of the first part, *their* heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said *Alvin A Doyle*

part of the second part, *his* heirs, executors, administrators, or assigns, the sum of *Three Hundred and thirty one*

84/100 Dollars and interest at the rate of twelve per cent per annum according to the condition of
one certain promissory note made and signed by the said Anna M Grant and payable to the
order of the said Alvin A Doyle one year after date and

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 the said sum of money, or the interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, the said part is of the first part, in such case do hereby authorize and fully empower said part of the second part,

his heirs, executors, administrators, and assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser, in fee simple, agreeable to the statute in such cases 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 *Promissory Note* together with all costs and

charges, and pay the overplus (if any) to the said part is of the first part, *their* heirs, executors, administrators, or assigns.

And the said *Anna M Grant and Samuel D Grant* part is of

the first part

do further COVENANT AND AGREE to and with the said part of the second part, *his* heirs, executors, administrators, and assigns, to pay or cause to be paid, 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 that he will pay all taxes and assessments of every nature that may be assessed on said premises, previous to the day appointed, in pursuance of any law for the sale of lands for Town, City, County, or State Taxes. Also the

further sum of thirty Dollars attorney fees in case this
Mortgage shall be foreclosed



IN TESTIMONY WHEREOF, The said part *is* of the first part, ha~~ve~~^{ve} hereunto set *their* hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ernst Haudivi
Charles G. Walgren
STATE OF MINNESOTA.

Anna M Grant
G. D. Grant



County of *Carver* BE IT KNOWN, That on this *19th* day of *July* A. D. 18*72*
personally came before me *Anna M Grant* and *Samuel D Grant* her
husband to me personally known to be the same person described in,
and who executed the foregoing instrument, and acknowledged that *they* executed the same.

And the said *Anna M Grant*
on an examination separate and apart from her husband acknowledged that *she* executed the said Deed freely and volunta-
rily, without any fear or compulsion from any one.

Ernst Haudivi
Notary Public
Carver Co. Minn.

Exhibit - "13"
MORTGAGE DEED.

Anna M Grant + husband
TO

Alvin A Doyl

Office of Register of Deeds,

County of *Carver Minn.*

I HEREBY CERTIFY, That the within
Deed was filed in this Office for record on the
20th day of *July*
A. D. 1872, at *2* o'clock, *P.* M., and
was duly recorded in Book *6* of
Mortgages on Pages *602*.

Fredrick Greiner
Register of Deeds.

FREDERICK GREINER,
Register of Deeds and Dea'ler in Real Estate,

Chaska, Carver Co., Minn.

Stamp 50¢
recd 130
Giesse *Ampler.*

Filed Nov. 18 1872
Carver County Minn.
Alvin A Doyl

No. 833

DISTRICT COURT,
CARVER COUNTY, MINN.

Geo A. Du Saut Adm of the
Estate of Henry Young Dec.
Plaintiff.

Lucius Hann & Son & Hugg
& Hreswald
Defendant.

Barter & Cook
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry August 2nd 1874

Register of Actions Page 147

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 249.07

Date of Judgment Aug. 31st 1874

Judgment Book "A" Page 379

Default Judgment Book Page

Date of Docketing August 31st 1874

Judgment Book "A" Page 170

Chaska April 7th 1874
Sixty days from date for
value received we promise to
pay G. G. G. G. G. or order
the sum of Two hundred and
twenty four dollars with
interest at 10 per cent per
annum until paid.

L. Howe & Son

6/9 June

M. Aug 23

Chaska Ap 17/74
we hereby transfer the within
note to H. Young
For value Received

Gregg S. Griswold

Protst.

L. H. HERRISON
#227.

L. L. Baxter
Notary Public

Filed Aug 31st 1874
G. H. Haysenbuhl
Clerk

-144-

DISTRICT COURT.

County of ~~Carroll~~ Judicial District.

County of *Carroll*

G. A. Deane
vs
et al

as

of New York State
Trust & Guarantee

SUMMONS.

Original

Filed August 11, 1874.

W. H. H. H. H. H.

July 7

Deane & Pack

Plaintiff's Attorney

Hamaley & Cunningham, Printers and Stationers.

State of Minnesota I J. E. Deane Sheriff
County of Carroll do hereby certify & return that
at the village of Chaska in said Carroll County,
I did on the 10th day of August A.D. 1874,
personally serve upon Lucius Howe, one of the
defendants herein named the within Summons
by them & there handing to & leaving with
him a true copy of the same.

Sum. \$1.00
Copy 20
Wages 20
140

J. E. Deane
Sheriff Carroll Co
mn

(44.)

STATE OF MINNESOTA,

DISTRICT COURT,

County of

Carn

Eighth

Judicial District.

Exors & Admors of the Estate of Henry Young
deceased

vs

Lucius H and Anne Emmons & Howard Copeland and Howard
and son John W. Gray and Mrs. J. H. G. Copeland
as Gray & G. G. G. G.

SUMMONS.

THE STATE OF MINNESOTA to the above named Defendant:

You and each of you are hereby summoned and required to answer the complaint in this action
which has been filed in the Office of the Clerk of said Court at
Chaska Carn County Minnesota

and to serve a copy of your answer to the said complaint on the subscribers, at their office in
the Village of Chaska ^{in Carn} Carn 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 in this action will take proceedings
against you for the sum of two hundred and twenty four dollars with
interest thereon at the rate of ten per cent per annum from
and since the 1st day of April 1874 besides the
costs of this action

Dated

Aug 4th

1874.

B. W. A. B. B.

Plaintiff's Attorney, Chaska Minn.

State of Minnesota
District Court Eighth Judicial District
County of Carver

Exr of Du Ruit Administration
of the Estate of Henry Young deceased
Respondent

Lucius Howard ~~Emmons~~ Emmons & Howard
copartners doing business under the
firm name of L Howard & Son and
John W Gugg and William B Cornwall
copartners as Gugg & Cornwall

The plaintiff in the above
entitled action for complaint therein
respectfully states and shows to the
court that on the 24th day of April A.D.
1874 the above named Henry Young died
intestate, seized and possessed of a large amount
of property real and personal, that thereafter
to wit on the 6th day of July A.D. 1874
the above named plaintiff Exr of Du Ruit
was duly appointed by the Probate Court
of Carver County, Minnesota Administrator
of all and singular the goods, chattels
and credits which were of the said Henry
Young deceased at the time of his death
and then and there to wit on the day
and year last aforesaid duly qualified
as such Administrator, and
that in the said Exr of Du Ruit's and
has been and still is such Administrator

And the said Plaintiff further says that
in the life time of the said Henry Young
to wit on the 4th day of April AD 1844
the above named ~~defendants~~ Lucius
Haw and Emerson L Haw, then and
there partners, as L Haw and Son did
make and execute in writing and
and deliver to the above named
defendants John W Gugg and William
P Griswold then and there co partners, as
Gugg and Griswold, their certain prom-
issory note in the words and figures fol-
lowing to wit, "Chaska April 4th 1844"

Sixty days ~~for~~ date for value received
we promise to pay Gugg & Griswold
or order the sum of two hundred
and twenty four dollars with interest
at 10 per cent per annum until paid
"L Haw & Son"

That thereafter to wit on the 14th day
of April AD 1844 the said defendants
John W Gugg and William P Griswold
as co partners as aforesaid and by the
firm name of Gugg & Griswold
duly endorsed and transferred and
delivered the said promissory note
to the said Henry Young in his
life time, and for a valuable consideration

That when the said note became

District Court
Cass County

Geo A Du Toit Admin
&c on

L Road & Son et al

Complamt

Filed Augt 4th 1887
Geo Wraymull
Deputy

144

Paul H. Peck
Plffs Atty

due it was duly presented to the said
I How and son for payment and pay-
ment thereof was duly demanded but
the same was not paid, whereby due notice
was given to the said defendants Gugg
& Gennow. And the said plaintiff further
says that he is a creditor of the said
said now the landless owner and holder
of said promising note, and that the
same has not been paid for any
part thereof.

Wherefore the plaintiff demands pay-
ment against the said defendants
for the sum of two hundred and
twenty four dollars with interest
thereon at the rate of ten per cent
per annum until paid.

Respectfully

Plaintiff's Attorney

State of Minnesota
County of Carver. Geo A. De Tait being duly
sworn on oath says that he is plaintiff in the above
subscribed action; that the foregoing com-
plaint is true of his own knowledge
except as to matters which are therein stated on
his information and belief and as to those matters
he believes it to be true.
Subscribed and sworn to before me this 4th day
of August 1874

J. J. Spencer
Notary Public

District Court.

County of Barren

J. A. DuBois Administrator

against

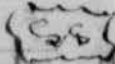
J. Howard & Hugh H. Hurd

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 Aug 4th 187 4

J. A. DuBois 
Clerk of said Court
Barren County Tenn

Filed Aug 4th A. D. 187 4

H. H. Hurd
Clerk of said Court

Baxter & Pacts
Plaintiff & Attorneys

Ramaley & Cunningham Auctioneers.

149 mm.

State of Minnesota,
County of Leam }

District

Court.

8th Judicial District

Geo. A. DuToit - Administrator
of the estate of Henry Young deceased.

against

Affidavit for Attachment.

Lucius Home & Emmon H. Home partners as L. Home & Son

vs. John W. Gregg & William B. Griswold partners as Gregg & Griswold.

State of Minnesota,

County of Leam - }

Geo. A. DuToit

came

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

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

That a cause of action exists against the Defendant, and in favor of said Plaintiff therein, and the amount of said Plaintiff's claim therein is Two hundred and thirty

Three dollars and 46/100 Dollars, and the ground thereof is as follows, that is to say

That on the 7th day of April 1874 said L. Home & Son for value received & delivered to said Gregg & Griswold their promissory note for \$224, due in 60 days, that said note was endorsed by said Gregg & Griswold to Henry Young during his life time, & due notice of endorsement given. ~~that said note is due with 10 per cent interest thereon, all of which~~ Deponent further says that the said Defendant is due with \$2.00 notarial per diem.

Deponent further says that said L. Home & Son are about to fraudulently dispose of their property with intent to delay and defraud their creditors.

The above amount
is with interest & costs due

Therefore deponent asks that a Writ of Attachment may be allowed and issued against the property of said Defendant, according to the statute in such case provided.

Geo. A. DuToit

Subscribed and sworn to before me this

4th day of August 1874

J. S. Sargent Notary Public

DISTRICT COURT.

County of Leaver

F. A. Du Bois
Administrator

Plaintiff

vs.
L. Horne & Son
Gy & Granger

Defendant

Undertaking in Attachment.

I approve the within undertaking and the
sureties thereto.

Dated Aug 4 1894

W. H. Sargent
Clerk of Court

Baxter & Pies

Plaintiff's Attorney.

Chaska

Minn.

Filed, Aug 4 1894
W. H. Sargent, Clerk
-144-

DISTRICT COURT,

County of Leaver

George A. DuLoit Administrator of estate of Henry Henry
Cleaves Plaintiff

Lucius Home and Simon & Hans partners as L. Home & Hans
and John W. Gay & William B. Grosvenor partners
as Gay & Grosvenor. Defendant

WHEREAS George A. DuLoit Administrator of estate
of Henry Henry Cleaves Plaintiff, has commenced an action
by summons for the recovery of money against the above named

Defendant

and has made application for a Writ of Attachment against the property of said Defendant in
pursuance of the Statute:

NOW THEREFORE, we H R Denny and
Joe Franken do Undertake, Promise and agree
to and with the said Defendant that the said Plaintiff shall and will pay all costs that may be
awarded to said Defendant, and all damages he may sustain by reason of the said attachment
not exceeding Two hundred and fifty (\$250.) Dollars.

Dated this 4th day of August

1874

Joseph Franken
H.R. Denny

State of Minnesota,

County of Leaver

ss.

H R Denny
and Joe Franken

being duly sworn, each for himself says that he is a resident and freeholder of the State of
Minnesota and is worth the sum of Two hundred and fifty Dollars, over
and above his just debts and liabilities and exclusive of property exempt from execution.

Subscribed and sworn to before me,
this 4th day of Aug 1874

Joseph Franken
H.R. Denny

J A Sargent
Justice of Peace

State of Minnesota,

County of

Carver

DISTRICT COURT,

Eighth

Judicial District.

Geo. A. Purvit, Administrator of the Estate
of Henry Young, deceased

Lucius Howe and Partners, ^{vs.} Howe Partners as
Lucius Howe & Son and John W. Gregg ^{vs.} Morriswald
Partners as Gregg & Morriswald.

Writ of Attachment.

STATE OF MINNESOTA,

County of

Carver

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 Geo. A. Purvit, Adminr. the Plaintiff, for a Writ of Attachment against the property of L. Howe & Son

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 defendants L. Howe & Son are about to fraudulently dispose of their property with intent to delay and defraud their creditors and the bond in such case required by law, has been duly filed, and such Writ has been duly allowed.

Therefore, You are hereby commanded and required to attach and safely keep all the property of said L. Howe & Son 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 two hundred and thirty three dollars and 46/100 dollars, as appears by the Complaint in said action,) together with costs and expenses, and that you proceed hereon in the manner required of you by law.

Witness the Honorable

A. G. Chutfield

Judge

of the District Court aforesaid, at

Charles

this fourth

day of

August

in the

year 1874,

Geo. Weyenbuhl
Clerk.

State of Minnesota, I hereby certify & return
 County of Cass, that at Chaska town, Co.
 Minnesota on the 11th day of August
 A.D. 1874 I levied upon the following
 described Real Estate, to wit: South
 West Quarter of South West Quarter, Section
 21, Township 116, Range 23, Cass
 Co. Minn., as the property of the said de
 fendants herein named,

Chaska, Aug 11th - 1874.

Res. Service Writ 1.00
 Mollage 20
 2 Copies 1.00
 2.20.

F. E. Du Sack
 Sheriff Cass Co. Minn

District Court,

County of Cass.

U.S. W. A. Burdick, Administrator of the
 Estate of Henry Manning, deceased.

vs
John W. Gregg and William B. Griswold,
 copartners in Gregg & Griswold.

WRIT OF ATTACHMENT.

Issued August 14th A.D., 1874.
W. H. Gray Clerk.

Returned August 14th A.D., 1874.
W. H. Gray Clerk.

Plaintiff Attorney.

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

SW 1/4 of SW 1/4 Sec 21 R. 23 T 116
 40 acres

State of Minnesota,

County of

Carn

District COURT.

Eight District

The District Administrator
of the Estate of Henry
Young deceased

Against

Affidavit of Disbursements.

Lucius Howe and Emma L. Howe
copartners as L. Howe alone
and John W. Howe and William
P. Howe copartners as H. &
P. Howe

Plaintiff's Costs and Disbursements.

Statute Costs,

2

Affidavits,

Sheriff's Fees,

Clerk's Fees to be added,

\$ 5.00
60
1.40
5.00

Let on Attachment to be taken
and adduce hereto. Sheriff's fees
County Commissioner's fee

2.00
2.00
Total \$ 16.20 =

Amount claimed in Summons.

Principal,

Interest,

\$ 224.00
8.87
232.87

State of Minnesota.

County of

Carn

ss.

H. F. Peck

being first duly sworn, doth depose and say, that he is one of the Attorney of said Plaintiff
in the above entitled cause; that the above bill and items of Costs and Disbursements therein are
just and correct, and have been or will be necessarily incurred therein.

Subscribed and Sworn to before me,

On this 1st day of September A. D. 1874

H. F. Peck.

L. L. Baister

Notary Public, Minn.

STATE OF MINNESOTA,
County of Carm

} District Court Eighth District

Ex Or Die Suit Adminis-
trator of the Estate of Henry Young
deceased

against

Affidavit of No Answer.

Lucius How and Emmons L
How copartners as L How & Son and
John W Gage and William B Guisard
copartners Gage & Guisard

STATE OF MINNESOTA,

County of Carm

} ss.

N L Peck

being first duly sworn, doth depose and say, that he is one of the Attorney for the Plaintiff in
the above entitled action; that the summons in said action was personally served upon the defendant
therein as appears by the return thereon; that more than twenty days have elapsed since the service
of said Summons, and that no answer or demurrer, or copy of either, has been received by the
Plaintiff's Attorney in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,

On this 15 day of August A. D. 1876

N L Peck

L R Baxter

Notary Public, Minn.

District Court
Carm County.

Ex Or Die

Admstrator &c

AGAINST

L How & Son and

Gage and Guisard

Affidavit of No Answer, &c.

John W Gage & William B Guisard
Gage & Guisard

N L Peck

Attorney for Plaintiff.

Ramaley & Cunningham, Printers and Stationers.

147

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

Geo. W. DuBois, Administrator
of the Estate of H. S. Young, deceased
Against
Lucius Howe, Commons, & Howe
Co-partners doing business under the
firm name of H. Howe & Son and
John W. Gregg and William B. Griswold
Co-partners as
Gregg and Griswold.

The Complaint in the
within entitled action having been filed with the
clerk of said court, and the Summons duly served
personally upon the defendants herein, on the 10th
day of August, A.D. 1894. - and it appearing by the
affidavit of the Attorneys for plaintiff, on file, that
no answer, or demurrer, or copy of either has been
received by said Plaintiff's Attorney, and said defen-
dants having in no manner appeared in said
action.

Wherefore, upon motion of Dexter
L. Wick Attorneys for said Plaintiff, it is hereby
adjudged and determined, that said Plaintiff

Recover of said defendants, the sum of Two
hundred thirty two dollars and eighty seven
cents, Judgment and interest as claimed by said
Plaintiffs & Complaint together with Costs &
20/100 = Dollars, Costs and disbursements taxed in
said action, the whole amounting to the sum
of Two hundred forty nine & 07/100 = Dollars, and that
said Plaintiff have his lawful process therefor.

Judgment	\$ 224.00
Interest time April 4 th "	8.87
	<hr/>
	\$ 232.87
Costs & disbursements "	16.20
	<hr/>
Total	\$ 249.07

Dated, August 31st 1874.

By the Court:

G. H. Grayenbuhl
Clerk.

page 147 Reg. D.
State of Minnesota
District Court
County of Carver,

Geo. A. Griswold
Administrator of the Estate of
Henry Young, deceased

vs
Lucius Howe & Son and
Gregg & Griswold,

Judgment Roll,

Judgment	\$ 224.00
Interest	" 8.84
Costs	" 16.20

Total \$ 249.04

Filed August 31st 20 1894
G. W. Grayenbuhl Clerk.

= 147 =

Baxter & Beck, Attorneys for
Plaintiff, Lehigh, Minn.