

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

FINDINGS
and
ORDER FOR JUDGMENT

FINDINGS OF FACT

2. That plaintiff now is and for more than one year prior to the commencement of this action has been a resident of Hennepin County, Minnesota.

3. That the plaintiff now is forty-four (44) years of age. That the full and true name of plaintiff is Andrew W. Frees; that the defendant now is thirty seven years of age and that the full and true name of defendant is Mabel C. Frees.

4. That plaintiff and defendant were joined in the bonds of matrimony in the City of Minneapolis, State of Minnesota on the 2nd day of November, 1910.

5. That there are no children living as the issue of said marriage.

6. That the defendant has been guilty of cruel and inhuman treatment toward this plaintiff for a long period of time especially for the last four (4) years preceding the commencement of this action. That for the last several years the defendant seemed to lose her love and affection for the plaintiff, became very irritable, refused to live with him as his wife, and would go for days at a time without speaking to him at all, and at times when she did speak to him she would curse and swear at him and use abusive language and apply to him filthy epithets. That she admitted to the plaintiff that she had become infatuated with another man by the name of George Hanson, a married man, and that she admitted having improper relations with this man for a period of two years. That on or about November 5, 1926 the defendant informed the plaintiff that she refused to keep house for him any longer, refused to prepare his meals for him and look after his comforts in any manner unless he placed her on a salary basis and informed plaintiff that she did not care for him, and that plaintiff and defendant have not lived together in the same house since said time.

CONCLUSIONS OF LAW

That plaintiff is entitled to a decree of this Court forever dissolving the bonds of matrimony now existing between him and defendant and absolutely divorcing plaintiff from said defendant.

Let judgment be entered accordingly.

BY THE COURT

T. H. Salmon
Judge

Dated this 20th day of May, 1927.

EXHIBIT "A"

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Andrew W. Frees,

Plaintiff,

-vs-

STIPULATION

Mabel C. Frees,

Defendant

WHEREAS, the above entitled action is an action for divorce on the grounds of cruel and inhuman treatment and wherein the defendant has interposed an Answer and Cross-Bill on the grounds of cruel and inhuman treatment, and said action being on the special term calendar on a notice of motion for temporary alimony and attorney's fees, and

WHEREAS, the said parties hereto, subject to the approval of the court, in case a divorce is granted in the above entitled action are desirous of amicably adjusting between themselves the matter of temporary and permanent alimony and support money and the matter of temporary and permanent attorney's fees and Court costs, and wherein the above named plaintiff and defendant have agreed upon a property settlement with respect to the real and personal property now owned by the plaintiff and defendant herein, and that defendant being desirous, subject to the approval of the Court, to accept said property settlement and the defendant being desirous of withdrawing her answer and Cross-complaint on file in this action.

THEREFORE, it is hereby stipulated and agreed by and between the respective parties herein that the plaintiff, pending this action, will pay to the defendant as and for support money and alimony for herself, there being no children as the issue of this marriage, the sum of Fifty dollars (\$50) in payments as follows:

Ten dollars (\$10) December 24, 1926, \$10 January 1, 1927, \$10 January 15, 1927, \$10 February 1, 1927, and \$10 February 15, 1927 making a total of \$50. Plaintiff also agrees to pay to Lynn S. Halgerson, attorney for Defendant, the sum of Twenty six dollars (\$26) as and for temporary and permanent attorney's fees and court costs, said payments to be made as follows: Six dollars (\$6) January 15, 1927, \$5. February 15, 1927, \$5 March 1, 1927, \$5 March 15, 1927 and \$5 April 1, 1927 making a total of \$26. In addition to the above, plaintiff agrees to pay the balance still due on the bill due Dr. Olson's said balance being Three dollars (\$3). It is agreed that the \$26 to be paid to said Lynn S. Halgerson, Defendant's attorney, is to be and constitutes payment in full of all temporary and permanent attorney's fees, court costs and suit money in this action.

IT IS STIPULATED AND AGREED that in the event a divorce is granted in this action and the court approves the within stipulation that the plaintiff will turn over to the defendant all right title and interest in and to the furniture and household goods owned by the plaintiff and defendant in their home at 3110 East Forty-third Street, Minneapolis, Minnesota, now used by the Defendant herein, and that the plaintiff will quit claim to the defendant herein all his right title and interest in and to the homestead of the plaintiff and defendant located at 3110 East 43rd Street, and now occupied by the Defendant herein, and the Defendant hereby assumes and agrees to pay all mortgages, taxes that may be due or past taxes due and all other incumbrances of whatever kind and nature now against said property.

IT IS FURTHER STIPULATED AND AGREED by and between the parties herein that in consideration of the above agreement and property settlement the Defendant herein, subject to the approval of the Court, withdraws her Answer and Cross-Complaint on file in this action and that said action may be placed upon the calendar

as a default case.

IT IS FURTHER STIPULATED AND AGREED that the sums of money hereinbefore mentioned, that is to say, in reference to temporary and permanent alimony and temporary and permanent attorney's fees and in addition the sum of \$3 to be paid to said Dr. Olson as well as the personal property and homestead be settlement in full of all claims of whatever nature the defendant has against the plaintiff and that the terms of this stipulation may be incorporated in the Findings of Fact and Conclusions of Law and the Decree of Divorce herein without further notice to either party.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

(Signed) Andrew W. Frees,
Plaintiff
(Signed) Frederick O. Sgorlie,
Attorney for Plaintiff
(Signed) Mabel C. Frees,
Defendant
(Signed) Lynn S. Halgerson,
Attorney for Defendant

Original

259,856

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Andrew W. Frees,
Plaintiff,

-vs-

Mabel C. Frees,
Defendant.

FINDINGS
and
ORDER FOR JUDGMENT

FILED
MAY 20 1927
WALTON, CLERK
Frederick O. Storlie
DEPUTY

FREDERICK O. STORLIE
Attorney for Plaintiff
234 Plymouth Building
Minneapolis, Minnesota

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IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

(Signed) Andrew W. Frees, Plaintiff
(Signed) Frederick O. Storlie, Attorney for Plaintiff
(Signed) Mabel C. Frees, Defendant
(Signed) Lynn S. Halgersen, Attorney for Defendant