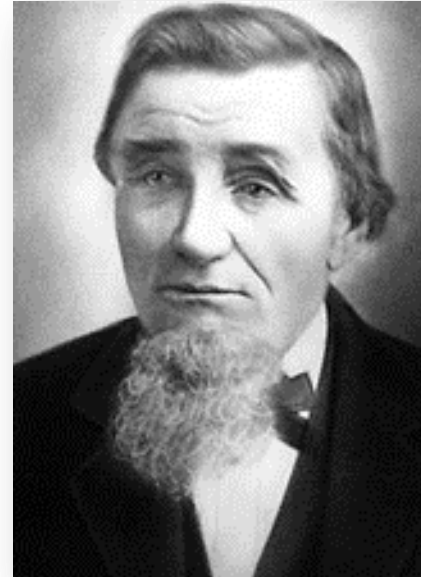


## ∞ *Great-Grandpa Heinrich Claas* ∞

Heinrich Claas, the father of Henry J. (Harry) Claas, was born in 1834 in North Rhein, Westphalia in Prussia. He was the son of Johann Claas and Anna Christina (Rahlert) Claas. Together with his parents and two sisters, he emigrated to America in 1849 when he was just 15 years old. They settled in the Fussville area. Upon arriving, Johann had arranged for the purchase of 70 acres of land, located on Lilly Road in Section 25 in the Town of Menomonee in Waukesha County. Johann died shortly after their arrival in February 1850, leaving a grieving mother with her three children, son Heinrich (then age 16) and daughters Maria Elizabeth (age 13) and Gertrude (age 11). The children had to grow up quickly, pioneers in a new land, making new lives for themselves and their mother.

In the following years, Maria Elizabeth and Gertrude married, leaving Heinrich to continue building his mother's farm business.

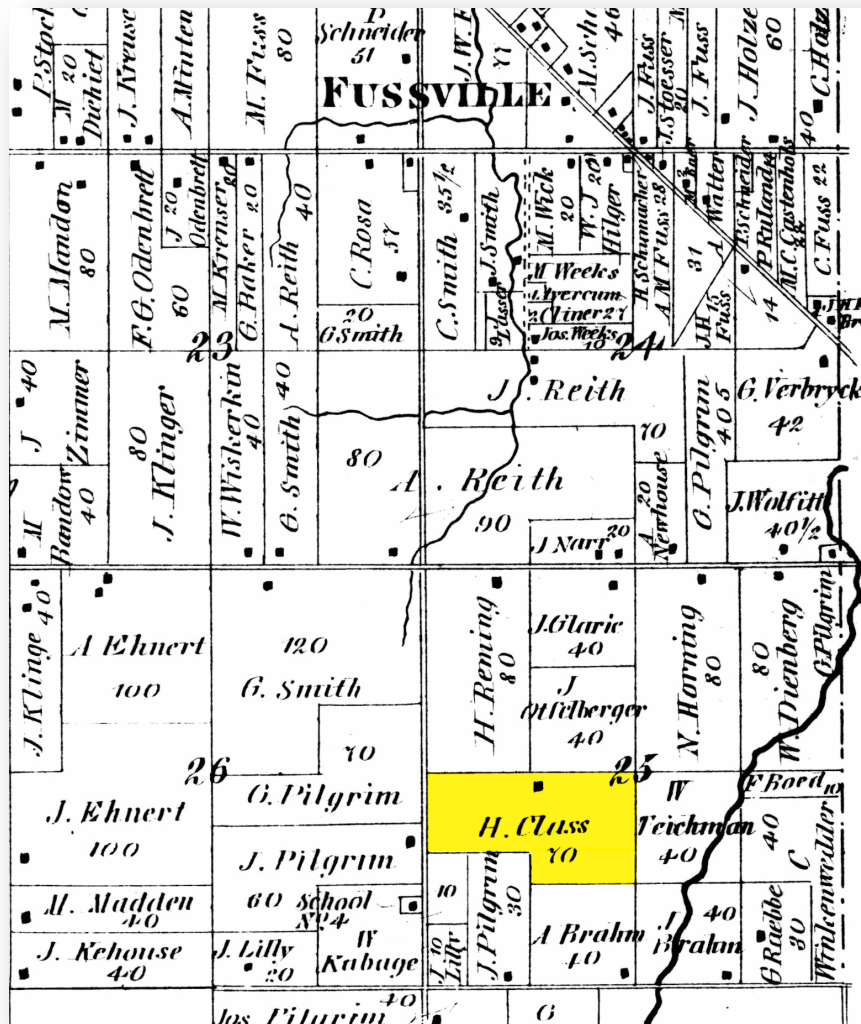


He married Anna Maria Schmitz in 1863 and together, they cared for Heinrich's mother until her death in 1870.

Heinrich took ownership of the farm property (as reflected in Section 25 in the 1873 plat for the Town of Menomonee). Over the next years, along with their family of ten children, Heinrich and Anna Maria built a prosperous farm enterprise.

WAUKESHA COUNTY ATLAS  
**MENOMONEE**  
 Township 8 North, Range 20 East  
 of 4<sup>th</sup> Principal Meridian

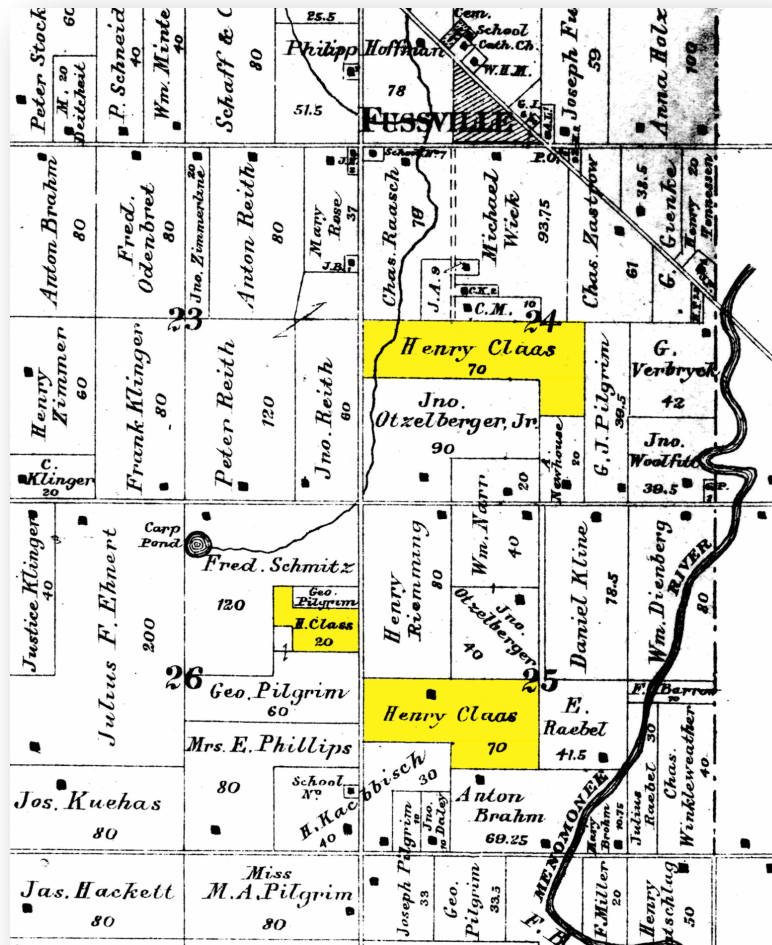
1873



By 1891, Heinrich had acquired two additional parcels of land, one of 20 acres located on Lilly Road (in Section 26, just to the west and north of his homestead property) and a larger parcel of 70 acres facing Lilly Road (in Section 24, directly north of his homestead). His total property of 160 acres made him one of the largest landowners in the area. Noteworthy during this time, Heinrich adopted the local custom and “anglicized” his first name. Heinrich became “Henry” on most records, especially his land and property.

WAUKESHA COUNTY ATLAS  
**MENOMONEE**  
 Township 8 North, Range 20 East  
 of 4<sup>th</sup> Principal Meridian

1891



Nearing the end of the Nineteenth Century, Henry's circumstances began to dramatically change. His oldest son, William was married and took over the homestead property. Three of his daughters Christina (Marks), Catherine (Umhoefer) and Gertrude (Weiland) were married and the other three, Elizabeth (Haas), Clara (Umhoefer) and Theresa (Brahm) would soon follow in marriage. Tragically, both Anna Maria and their second youngest son Gottfried, passed away in May 1899, leaving the Claas family to grieve their losses. With the help of his three surviving sons (William, Fred and Harry), over the next years, Henry continued to build his farm enterprise. But inevitably, change was on the way.

By 1905, Fred was married and took a job off the farm. And just two years later in 1907, Harry was married. So Henry, a widower and in declining health, made the decision to divide his property. He could no longer manage the farm and its physical demands. So bringing together his three sons and six daughters, he drafted an Agreement (see below) which called for the disposition of his three farm properties to his sons, along with a financial settlement to his daughters.

The Agreement was to remain in place until the terms were to be executed upon Henry's death. The transcribed text (as written) and the scan of the actual signed document follows:

*Articles of Agreement made and entered into this 3rd day of August, 1907, by and between Henry Claas, of the Town of Menomonee, County of Waukesha and State of Wisconsin, party of the first part and William Claas, Frederick Claas, and Henry J. Claas, all of the same town, County and State, parties of the second part:*

*WITNESSETH: That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be made and performed by the party of the second part, has this day made out and executed a warranty deed to each one of the parties mentioned as party of the 2nd part in this Agreement, as follows:*

*To Wm. Claas: 70 acres of land on Sec. Twenty-five in the town of Menomonee described as follows:*

<i>The N. 1/2</i>	<i>NW 1/4</i>	<i>SW 1/4</i>	<i>Sec. 25</i>
<i>The S 1/2</i>	<i>S 1/2</i>	<i>NW 1/4</i>	<i>SW 1/4 Sec 25</i>
<i>The NE 1/4</i>	<i>SW 1/4</i>		<i>Sec 25</i>

*To Henry J. Claas: 70 Acres on Sec Twenty-four in the town of Menomonee described as follows: The North Fifty Acres of the N 1/2 SW 1/4 Sec 24 and the W 1/2 NW 1/4 SE 1/4 Sec 24, and to Frederick Claas: Twenty acres of land on Sec twenty-six in the town of Menomonee described as follows: Commencing at a point on the section line between section twenty-five and twenty-six twenty rods north of the Southeast corner of the Northeast quarter of section number 26 and running thence North forty rods, thence west sixty rods, thence north 20 rods thence west 20 rods, thence south 40 rods, thence east 20 rods, thence south 20 rods, thence east 60 rods to the place of beginning.*

*Which said Warranty Deeds have been this day delivered by the said Henry Claas, party of the first part to John Flanagan of the town of Menomonee, Waukesha County and State of Wisconsin with instructions to him that the said Deeds are to be by him held in escrow, until the provisions of this*

*agreement are fully performed and faithfully carried out, when they are to be by him delivered to the said parties of the second part respectively as herein named, in full compensation to them for all services rendered and to be by them rendered according to the conditions of this agreement.*

*In consideration of the above the party of the 2nd part each for himself agrees to perform his part of the following agreements and covenants, to-wit: William Claas agrees to receive the said party of the first part into his house as a member of his family and to provide him with suitable board and to furnish him with a suitable and a comfortable home during the remainder of his life-time, that this home is to be at the dwelling house on the premises conveyed to said Wm Claas by the said Henry Claas on Sec 25 in the Town of Menomonee unless otherwise mutually agreed and that in case of sickness he is to be waited on personally by said William Claas or members of his family and not by strangers and to do all things in his power to make life comfortable and pleasant for the said party of the first part as long as he lives and to pay him the sum of one hundred dollars each year during the remainder of his life time on the first day of November, each year, the first payment to be made Nov 1st, 1908. 2nd as part of the consideration of this agreement, William Claas agrees to pay in one year after the death of Henry Claas, the following sums:*

*To Frederick Claas of the town of Menomonee, Waukesha County, Wis.  
the sum of \$500.*

*To Mrs. Christina Marks, wife of Henry Marks of the town of Menomonee,  
Waukesha Co. Wis \$1300.*

*To Mrs. Catherine Umhoefer, wife of Joseph Umhoefer of the town of  
Menomonee, Waukesha County, Wis \$1300.*

*To Elizabeth Haas, wife of Conrad Haas of Beaver Dam, Wisconsin \$1300.*

*Henry J. Claas one of the parties of the 2nd part agrees to pay to Henry Claas, party of the first part, the sum of One hundred and ninty-five dollars each year during the remainder of his life on the 1st day of Nov each year, the first payment to be made Nov 1st, 1908 and also to pay in one year after the death of the said Henry Claas the following sums:*

*To Frederick Claas of the town of Menomonee Waukesha County, Wis \$500.*

*To Gertrude Wieland (sic), wife of John Wieland (sic) of the town of  
Menomonee Waukesha Co. Wis \$1300.*

*To Mrs. Clara Umhoefer, wife of Henry Umhoefer of the town of Menomonee,  
Waukesha Co., Wis* *\$1300.*

*To Mrs. Theresa Brahm, wife of Joseph Brahm of the town of Menomonee,  
Waukesha Co. Wis* *\$1300.*

*And Frederick Claas, one of the parties of the 2nd part agrees to pay to Henry Claas, party of the first part, during the remainder of his lifetime the sum of Fifty-five dollars each year on the first day of November, the first payment to be made Nov. 1st, 1908. Each of the parties of the 2nd part are to pay the taxes on the property conveyed to them after the year 1907. All of the sums of money mentioned in this agreement are to remain a lien on the premises conveyed against the party to whom it is conveyed until such sums are paid and in case of the failure of either one of the parties of the 2nd part to perform the conditions of this agreement then that said John Flanagan, who holds the said Warranty Deeds in escrow is to return the deed given to said party to the party of the first part or to Estate.*

*IN WITNESS WHEREOF the said parties have hereonto set there (sic) hands and seals the 3rd day of August, A.D. 1907.*

<i>In presence of</i>	<i>Henry Claas</i>	<i>(SEAL)</i>
<i>John Flanagan</i>	<i>Wm. Claas</i>	<i>(SEAL)</i>
<i>Arthur Flanagan</i>	<i>Henry J. Claas</i>	<i>(SEAL)</i>
	<i>Fred Claas</i>	<i>(SEAL)</i>



Articles of Agreement made and entered into this 3rd day of August, 1907, by and between Henry Claas, of the town of Menomonee, County of Waukesha and State of Wisconsin, party of the first part and William Claas, Frederick Claas, and Henry J. Claas, all of the same town, County, and State, parties of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be made and performed by the party of the second part, has this day made out and executed a warranty deed to each one of parties mentioned as party of the 2nd part in this Agreement, as follows,  
To Wm. Claas 70 Acres of land on Sec. Twenty-five in the town of Menomonee described as follows: The N. 1/2 NW 1/4 SW 1/4 Sec. 25  
The S 1/2 S 1/2 NW 1/4 SW 1/4 Sec 25  
The NE 1/4 SW 1/4 Sec 25

To Henry J. Claas 70 Acres on Sec Twenty-four in the town of Menomonee described as follows: The North Fifty Acres of the N 1/2 SW 1/4 Sec 24 and the W 1/2 NW 1/4 Se 1/4 Sec 24, and to Frederick Claas twenty acres of land on Sec twenty-six in the town of Menomonee described as follows: Commencing at a point on the section line between section twenty-five and twenty-six twenty rods north of the Southeast corner of the Northeast quarter of section number 26 and running thence North forty rods, thence west sixty rods, thence north 20 rods thence west 20 rods, thence south 40 rods, thence east 20 rods, thence south 20 rods, thence east 60 rods to the place of beginning.

Which said warranty Deeds have been this day delivered by the said Henry Claas, party of the first part to John Flanagan of the town of Menomonee, Waukesha County and State of Wisconsin with instructions to him that the said Deeds are to be by him held in escrow, until the provisions of this agreement are fully performed and faithfully carried out, when they are to be by him delivered to the said parties of the second part respectively as herein named, in full compensation to them for all services rendered and to be by them rendered according to the conditions of this agreement.

In consideration of the above the party of the 2nd part each for himself agrees to perform his part of the following agreements and

covenants, to-wit: William Claas agrees to receive the said party of the first part into his house as a member of his family and to provide him with suitable <sup>to furnish him with a suitable and</sup> board and a comfortable home during the remainder of his life-time, that this home is to be at the dwelling house on the premises conveyed to said Wm Claas by the said Henry Claas on Sec 25 in the town of Menomonee unless otherwise mutually agreed and that in case of sickness he is to be visited and personally by said William Claas or members of his family and not by strangers and to do all things in his power to make life comfortable and pleasant for the said party of the first part as long as he lives and to pay him the sum of one hundred dollars each year during the remainder of his life time on the first day of November each year, the first payment to be made Nov 1st, 1908. 2nd as a part of the consideration of this agreement William Claas agrees to pay in one year after the death of Henry Claas the following sums :

To Frederick Claas of the town of Menomonee, Waukesha County, Wis. the sum of	\$500.
To Mrs. Christina Marks, wife of Henry Marks of the town of Menomonee Waukesha, Co. Wis	\$1300.
To Mrs. Catherine Umhoefer, wife of Joseph Umhoefer of the town of Menomonee, Waukesha County, Wis	1300.
To Elizabeth Haas wife of Conrad Haas of Beaver Dam, Wisconsin	1300.

Henry J. Claas one of the parties of the 2nd part agrees to pay to Henry Claas, party of the first part, the sum of One hundred and ninety-five dollars each year during the remainder of his life on the 1st day of Nov each year, the first payment to be made Nov 1st, 1908 and also to pay in one year after the death of the said Henry Claas the following sums:

To Frederick Claas of the town of Menomonee Waukesha County, Wis	\$500.
To Gertrude Wieland, wife of John Wieland of the town of Menomonee Waukesha Co. Wis	1300.



To Mrs. Clara Umhoefer, wife of Henry Umhoefer of the town of  
Menomonee, Waukesha Co. Wis 1300.

To Mrs. Theresa Brahm, wife of Joseph Brahm of the town of  
Menomonee, Waukesha Co. Wis 1300.

And Frederick Claas, one of the parties of the 2nd part agrees to pay to Henry Claas, party of the first part, during the remainder of his lifetime the sum of Fifty-five dollars each year on the first day of November, the first payment to be made Nov. 1st, 1908. Each of the parties of the 2nd part are to pay the taxes on the property conveyed to them after the year 1907. All of the sums of money mentioned in this agreement are to remain a lien on the premises conveyed against the party to whom it is conveyed until such sums are paid and in case of the failure of either one of the parties of the 2nd part to perform the conditions of this agreement then the said John Flanagan who holds the said Warranty Deeds in escrow is to return the deed given to said party to the party of the first part or to Estate.

IN WITNESS WHEREOF the said parties have hereunto set there hands and seals this 3rd day of August, A. D. 1907.

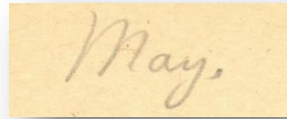
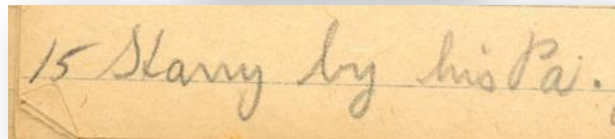
In presence of	)	Henry Claas	(SEAL)
	:		
John Flanagan	)	Wm. Claas	(SEAL)
	:		
Arthur Flanagan.	)	Henry J. Claas	(SEAL)
	:		
	)	Fred Claas	(SEAL)

This was Henry's plan for transitioning to this next phase of his life and for the inevitable disposition of his earthly property. The Agreement was signed and notarized by all of the parties and held in escrow by John Flanagan, until the time of Henry's death. That day soon followed.

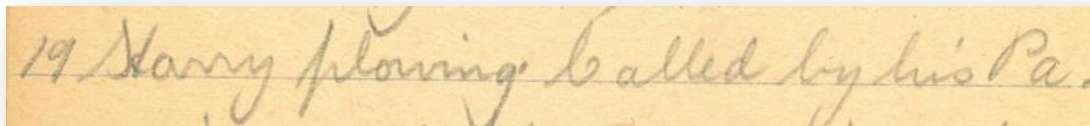
The 1907 Agreement between Henry Claas and his three sons was held in trust with John Flanagan, a justice of the peace and notary of the Town of Menomonee. The document provided that within one year of Henry's death, Justice Flanagan was to determine whether the terms of the Agreement had been carried out by all parties. Once he had been

satisfied that each provision was met, he was charged with completing the final implementation.

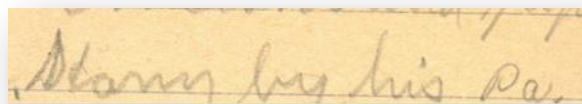
In the spring of 1910, Henry's health began to fail. His children were called to be with their father when it became apparent that the end of his life was fast approaching, as evidenced in Tonie's 1910 journal.

A small, rectangular piece of aged, yellowed paper with the word "May," written in cursive in dark ink.A rectangular piece of aged, yellowed paper with the text "15 Harry by his Pa." written in cursive in dark ink.

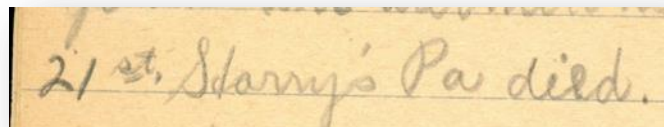
**May 15, 1910** – *“Harry by his Pa.”*

A rectangular piece of aged, yellowed paper with the text "19 Harry plowing. Called by his Pa." written in cursive in dark ink.

**May 19, 1910** - *“Harry plowing. Called by his Pa.”*

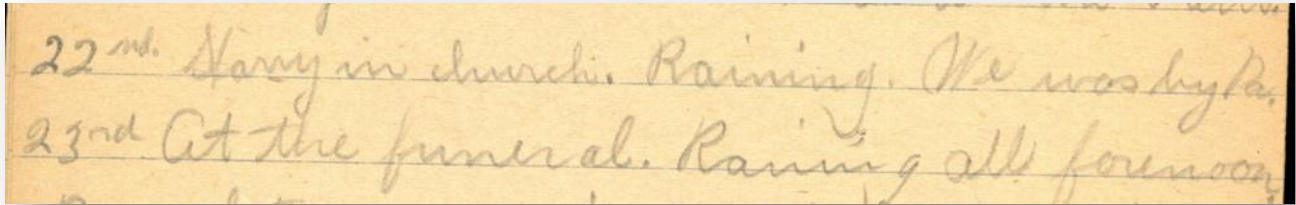
A rectangular piece of aged, yellowed paper with the text "Harry by his Pa." written in cursive in dark ink.

**May 20, 1910** - *“Harry by his Pa.”*

A rectangular piece of aged, yellowed paper with the text "21st, Harry's Pa died." written in cursive in dark ink.

**May 21, 1910** - *“Harry's Pa died.”*

It was less than three years after the Agreement was signed that the news spread through Fussville, that Henry Claas died. Since arriving in America in 1849, he had lived his life on the Claas family homestead on Lilly Road, in the Town of Menomonee. This marked the end of the Claas family's pioneer generation.

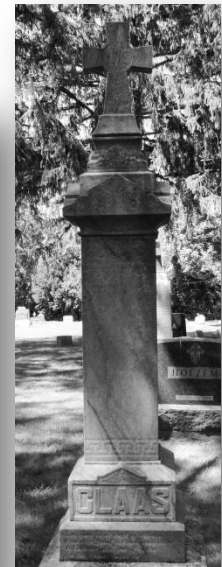
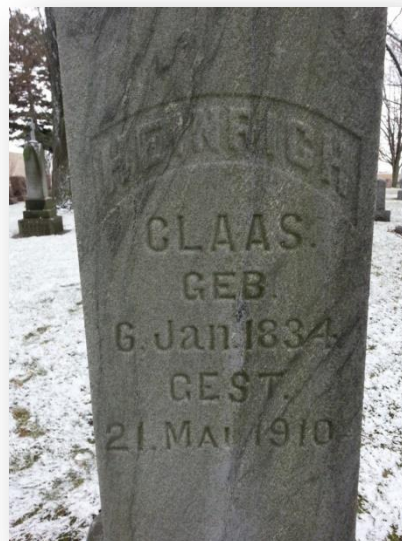


22<sup>nd</sup>. Harry in church. Raining. We was by Pa.  
23<sup>rd</sup> At the funeral. Raining all forenoon.

**May 22, 1910** - *"Harry in church. Raining. We was by Pa."*

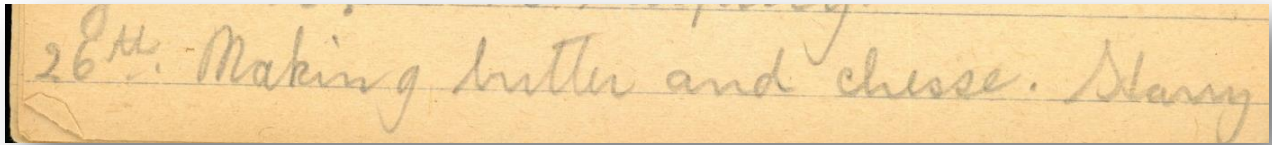
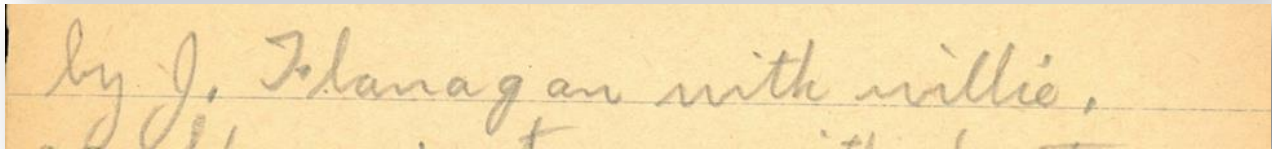
**May 23, 1910** - *"At the funeral. Raining all forenoon."*

OBITUARY: May 27, 1910, *Menomonee Falls News*: "Henry Claas. Another pioneer of Menomonee was called hence, in the death of Henry Claas at the home of his son, William last Friday Evening, May 20. He was born in Germany Jan. 6, 1834. At the age of 15 years his family immigrated to America coming direct to Wisconsin and settling on the homestead where he died. In the month of May of 1863 he was married to Anna Maria Schmitz, whose death preceded his, Eleven years ago, this week, if (sic) this union six daughters and three sons now survive him, also two sisters living, Mrs. Gertrude Dienberg and Mrs. Fuesing of Mayville. The deceased was a highly respected citizen. The funeral was held Monday morning at St. Anthony's Church, Fussville, was largely attended. Rev. Nicolas Schaaf officiating. Interment took place in the family lot at the church cemetery."





After the funeral, it was time to finalize the terms of Henry's Agreement with his sons.

A photograph of a single strip of aged, yellowed paper with handwritten text in cursive. The text reads "26th. Making butter and cheese. Harry".A photograph of a single strip of aged, yellowed paper with handwritten text in cursive. The text reads "by J. Flanagan with Willie,".

**May 26, 1910** – “*Making butter and cheese. Harry by J. Flanagan with Willie.*”

Three days after Henry's funeral, Harry and Willie met with John Flanagan to begin the process of finalizing the Agreement. Before the Warranty Deeds could be handed over, there were financial settlements that needed to be made. Willie was given the title to the seventy acre homestead property, Fred was given title to the twenty acre property on Lilly Road (along with a cash payment of \$1,000 from Willie and Harry) and Harry was given the title to the second seventy acre farm on Lilly Road. And each of the six daughters of Henry was given \$1,300 to complete the settlement of the estate.

Once it was determined that all of terms had been satisfied between all of Henry's nine surviving heirs, it was a simple matter of having each of the heirs sign off that the Agreement was fulfilled. The text of the satisfaction and the scan of the original documents follow.

*WHEREAS, Henry Claas, late of the Town of Menomonee, Waukesha County, Wisconsin, in his lifetime made, executed and entered into a certain agreement with William Claas, Henry J. Claas and Fred Claas, a copy of which said agreement is hereto annexed and made a part hereof reference, to the same being hereby made as fully as if set out at length herein, and*

*WHEREAS, in accordance with said agreement there were deposited in escrow with John Flanagan of the said Town of Menomonee, those three certain deeds mentioned in the said agreement, and*

*WHEREAS, The said Henry Claas departed this life on or about the 21<sup>st</sup> day of May, 1910, and*

*WHEREAS, The said William Claas, Henry J. Claas and Fred Claas each claim to have fully done and performed all things on their part to be performed*



*under and by virtue of the aforesaid agreement and to be now entitled to the delivery of said deeds executed by the said Henry Claas in his lifetime and deposited with the said John Flanagan as aforesaid.*

*NOW, THEREFORE, we the undersigned, being all of the heirs at law of the said Henry Claas, deceased, do hereby acknowledge that the said William Claas, Henry J. Claas and Fred Claas have fully done and performed all things required by said agreement and that they and each of them are entitled to the delivery of the aforesaid deeds and we and each of us do hereby request the said John Flanagan to deliver the aforesaid deeds to the grantee named in each of them.*

*IN WITNESS THEREOF we have hereunto set our hands and seals this 16<sup>th</sup> day of Sept 1910.*

*In the presence of:*

*Jos. Umhoefer*

*Henry Marks*

*Gertrude Weiland (SEAL)*

*Clara Umhoefer (SEAL)*

*Theresa Brahm (SEAL)*

*Fred Claas (SEAL)*

*Christina Marks (SEAL)*

*Catherine Umhoefer (SEAL)*

*Elisabeth Haas (SEAL)*

WHEREAS, Henry Claas, late of the Town of Menomonee, Waukesha County, Wisconsin, in his lifetime made, executed and entered into a certain agreement with William Claas, Henry J. Claas and Fred Claas, a copy of which said agreement is hereto annexed and made a part hereof reference, to the same being hereby made as fully as if set out at length herein, and

WHEREAS, In accordance with said agreement there were deposited in escrow with John Flanagan of the said Town of Menomonee, those three certain deeds mentioned in the said agreement, and

WHEREAS, The said Henry Claas departed this life on or about the 21st day of May, 1910, and

WHEREAS, The said William Claas, Henry J. Claas and Fred Claas each claim to have fully done and performed all things on their part to be performed under and by virtue of the aforesaid agreement and to be now entitled to the delivery of the said deeds executed by the said Henry Claas in his lifetime and deposited with the said John Flanagan as aforesaid.

NOW, THEREFORE, We the undersigned, being all of the heirs at law of the said Henry Claas, deceased, do hereby acknowledge that the said William Claas, Henry J. Claas and Fred Claas have fully done and performed all things required by said agreement and that they and each of them are entitled to the delivery of the aforesaid deeds and we and each of us do hereby request the said John Flanagan to deliver the aforesaid deeds to the grantee named in each of them.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 16<sup>th</sup> day of June, 1910.

In the presence of:-

Jos. Unshofer  
Henry Marks

Gertrude Weiland (SEAL)

Clara Unshofer (SEAL)

Theresa Brahner (SEAL)

Fred Claas (SEAL)

Christina Marks (SEAL)

Catherine Unshofer (SEAL)

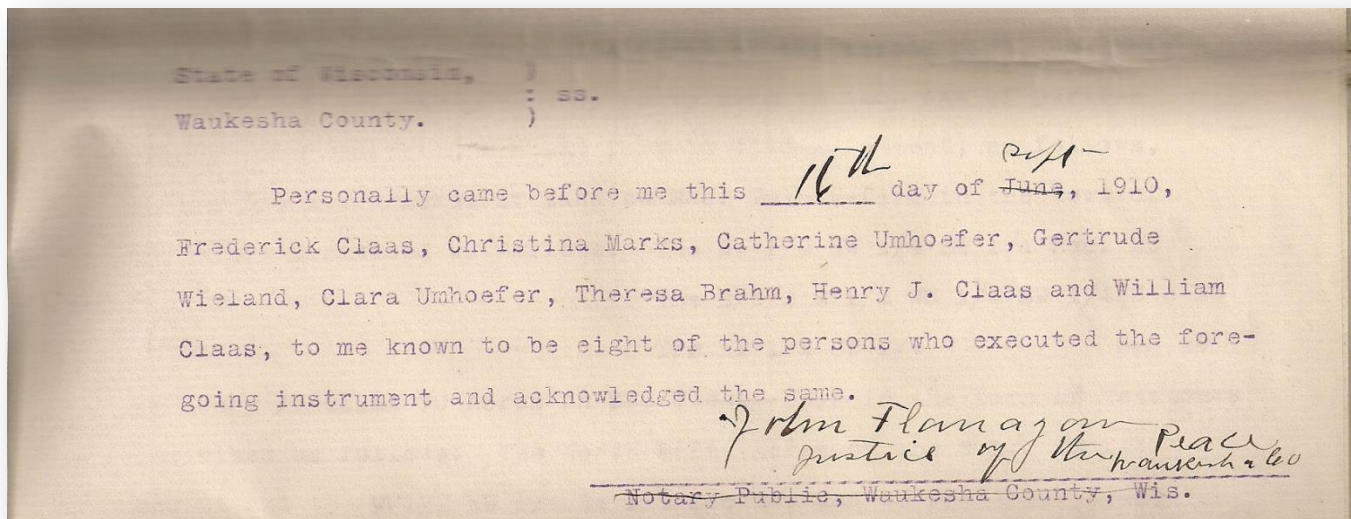
Elizabeth Haas (SEAL)

The statement of John Flanagan, Justice of the Peace, certified that all of the parties and heirs came before him and provided their signatures to the satisfaction of the Agreement. The generation of Henry and Anna Maria Claas, immigrant pioneers to this new land was closed.

*State of Wisconsin,  
Waukesha County.*

*Personally came before me this 16<sup>th</sup> day of Sept, 1910, Frederick Claas, Christina Marks, Catherine Umhoefer, Gertrude Wieland (sic), Clara Umhoefer, Theresa Brahm, Henry J. Claas and William Claas, to me known to be eight of the persons who executed the foregoing instrument and acknowledged the same.*

*John Flanagan  
Justice of the Peace  
Waukesha County, Wisconsin*

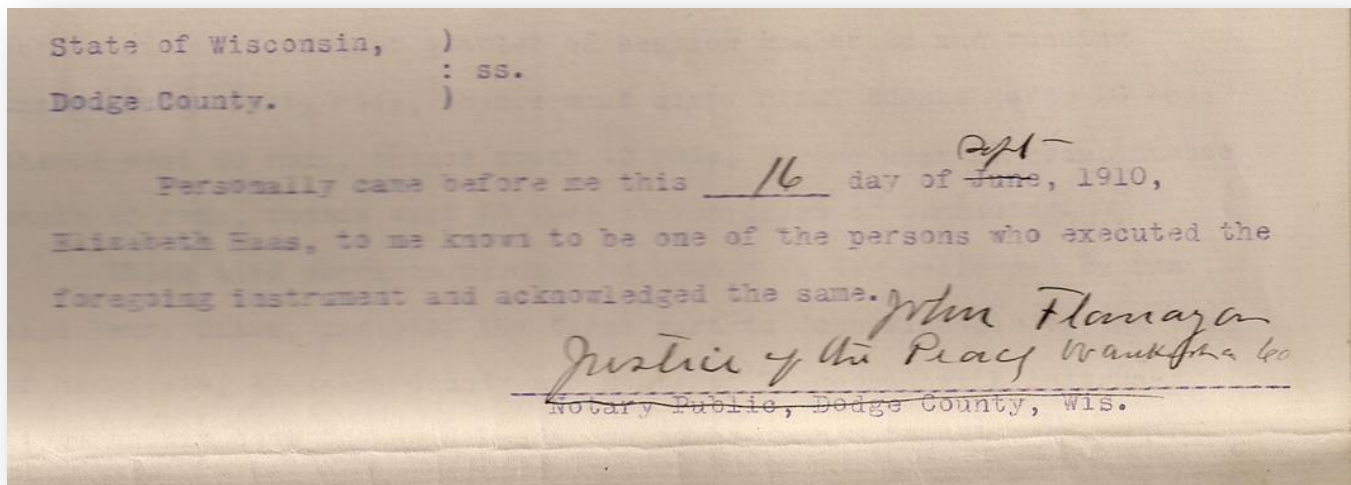


This separate statement of John Flanagan, certifying the signature of Elizabeth Haas was necessary, most likely, because she lived in Beaver Dam, Dodge County, Wisconsin.

*State of Wisconsin,  
Waukesha County.*

*Personally came before me this 16th day of Sept, 1910, Elizabeth Haas, to me known to be one of the persons who executed the foregoing instrument and acknowledged the same.*

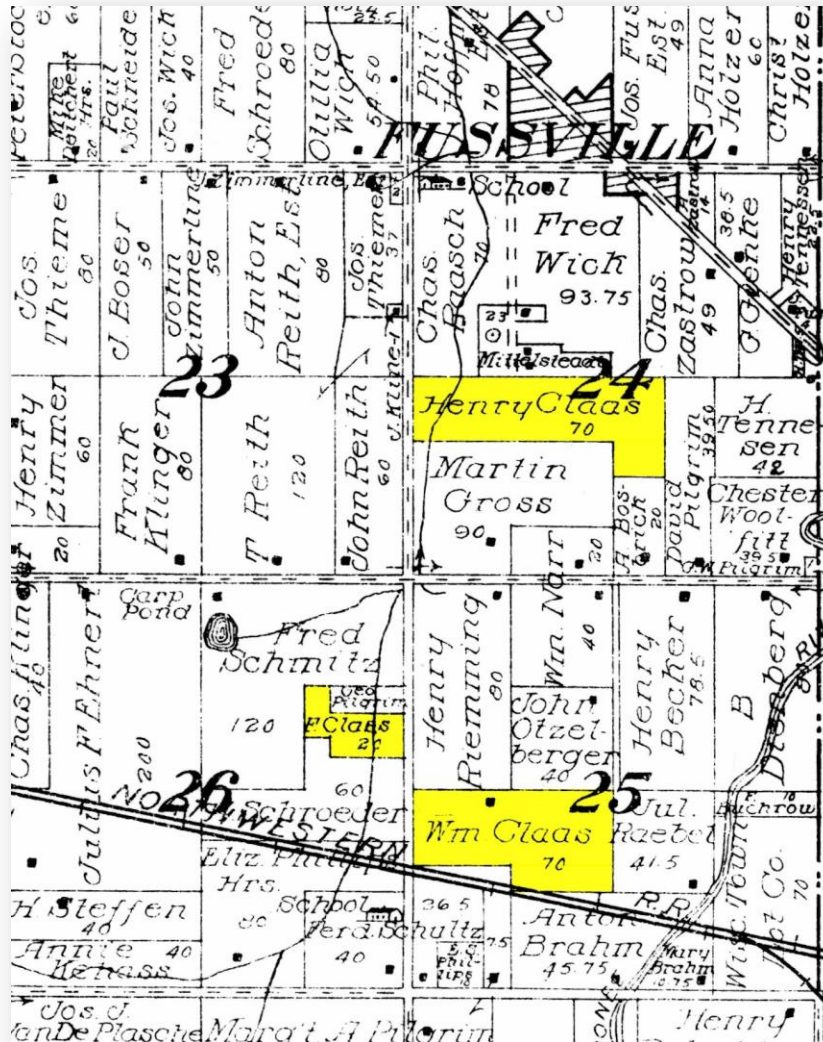
*John Flanagan  
Justice of the Peace  
Waukesha County, Wisconsin*





Four years after the completion of Henry Claas' Agreement, in 1914, the plat for the Town of Menomonee reflected the disposition of Henry's farm property. Willie owned that 70 acre farm property in Section 25; Fred was the owner of the 20 acre property in Section 26 on Lilly Road; and Harry owned the 70 acre farm in Section 24 on Lilly Road.

**1914**



Today, almost all of what was Henry Claas' farm property has been sold, subdivided and transformed into suburban homes or businesses. The only property that has continuously remained in the hands of any of Henry's descendants is the land and home which still stands proudly at the top of Claas Road in Menomonee Falls. Thank you, Larry Claas, son of Roman F. Claas, grandson of Harry Claas and great-grandson of Henry!