

Jefferson County Circuit Court
Case Files-Civil
September 1871, No. 57

Bush, Isidor
Bush, Ralph
Isidor Bush + son

vs.

Christian, H.S.

Debt, note

Debt \$658.50 for 2 crates of
grape vines to be sold in Texas,
which defendant claims were packed
improperly and unable to be sold;
bill of exceptions; correspondence

Box 28 Folder 52

St Louis Novbr 12th 1879

Received of Messrs Under Bush & Son
2 Cases with Grape Vines on Board the Steamer

Pauline Carrot amounting to \$658⁰⁰/₁₀₀

Six hundred and Fifty Eight ⁰⁰/₁₀₀ Dollars of
which amount I promise to pay as soon as I can

Collect & deliver the plants - latest within sixty days
from date.

W. J. Christian



Received of Louis, from H. Christian
\$112 ^{two} One hundred and twelve Dollars
on account of within note
March 19 1871. S. B. L.

Rec'd of H. Christian two hundred
dollars in a note on a person in
24 or. Sept 15 1870.

Filed Aug 30 1871
ms B or c b

Isidor Bush, and Ralph
Bush, a ~~former~~ ~~doing~~
business under the
name of Isidor Bush & Son

Plaintiffs

against

H. S. Christian, Defendant

In the
Jefferson
Circuit
Court,
Sept Term
1871.

Plaintiffs state that they are partners
and were on the 12th day of November
1869 partners in the Nursery business
carrying on their business under
the firm name and style of Isidor
Bush and Son.

They state that on the 12th day of
November 1869 Defendant ~~by~~
~~his writing herewith filed~~ executed
under his hand an instrument
of writing herewith filed as follows,
viz: "St Louis Nov. 12th 1869
Received of Mess Isidor Bush & Son
2 Cords with grape vines on Board
the Steamer Pauline Canall amounting
to \$658.⁵⁰/₁₀₀ which amount I promise
to pay as soon as I can collect and
deliver the plants. Coldest within sixty days
from date." (signed) "H. S. Christian" which
instrument of writing Defendant delivered
to Plaintiffs on the day of its date.

Plaintiffs Note that Defendant has delivered
the "plants" mentioned in said instrument
of writing and has collected the money
on the same but whether the money
has been collected or not Defendant
agreed to pay said sum of money
within days from the date of ^{said} instru-
ment of writing. Plaintiffs Note
that on the 14th day of March 1870
Defendant paid Plaintiffs on
said instrument of writing the
sum of \$112. and on the 15th day
of ~~April~~^{Sept} 1870 the further sum of
two hundred in a note on a party
✓ in Texas. Plaintiffs say that the
balance of the said sum of \$658.50
with the interest thereon is yet due
Plaintiffs and for which they ask
judgment.

John L. Thomas & Bro.
Atty for Plaintiffs.

No 57

Order Book & Loan

vs

H. S. Chustace

Petition in debt

Aug 30th

Filed Aug 30 1871

W. S. Boyce cl
By C. M. Thomas Dep

Isidor Bush and Ralph
Bush a firm doing business under
the name of Isidor Bush & Son
Plaintiffs

Against
W. S. Christian Defendant.

In the Jefferson
Circuit Court
Sept Term 1871

Plaintiffs state that they are
partners in trade and were on the 12th day of November 1869
partners in the nursery business carrying on their business
under the firm name and style of Isidor Bush and Son
They state that on the 12th day of November 1869 defendant ex-
ecuted under his hand an instrument of writing herewith
filed as follows viz: St Louis Nov 12th 1869 Received
of Messrs Isidor Bush & Son 2 cases with Grape Vines
on Board the Steamer Pauline Carroll amounting to
\$658⁵⁰/₁₀₀ which amount I promise to pay as soon as I
can collect and deliver the plants latest within
sixty days from date" (Signed) "W. S. Christian",
which instrument of writing defendant delivered
to Plaintiffs the day of its date.

Plaintiffs state that defendant has delivered the "plants"
mentioned in said instrument of writing and has collected
the money ~~has been~~ on the same but whether the money
has been collected or not defendant agreed to pay
said sum of money within 60 days from the date of
said instrument of writing, Plaintiffs state that
on the 19th day of March 1870 defendant paid
Plaintiffs on said instrument of writing the
sum of \$112, and on the 15th day of Sept 1870 the

further sum of two hundred in a note on a
party in Texas, Plaintiffs say that the bal-
ance of the said sum of \$658.50 with the
interest thereon is yet due Plaintiffs and
for which they ask judgment

John L Thomas & Bro
Atty's for Plaintiffs

A true copy of the original petition

Witness W. S. Boyce Clerk of said Court
with the seal thereof herunto affixed
this August 30th 1871

W. S. Boyce Clerk
By C. M. Hoine Deft

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

We command you, that you summon *W. S. Christian*

if he be found in your County, that he be and appear before the Honorable Judge of our Circuit Court, on the first day of the next term thereof, to be begun and held at the town of Hillsboro, within and for the County of Jefferson, on the *third* ~~Monday after the fourth~~ Monday of *September* next, then and there to answer unto *Isidor Bush and Ralph Bush a firm doing business under the name of Isidor Bush & Son*

upon *their* original petition, a copy whereof is hereunto annexed and accompanies this writ, and have you then there this writ.

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *31st*

day of *August* A. D. 18*77*

W. S. Boyce

Clerk Circuit Court.

By

Chas. Morone

Deputy.

No 57

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

Sept TERM, 1871.

David Duck v. John

W. D. Christian

Petition in Debt

Original

John Williams

Sherriff for Dico

I Executed this Writ in Jefferson County Mo on
the 2nd Day of September 1871 on To Christian
by Delivering to him a true copy of this Writ
and Petition as furnished to me by the Clerk

John Williams Sheriff

Bushberg Mo Nov 4th 1869
 A. S. Christian Victoria Lumber Co.
 Bot of Lidor Bush & Son

1000 Nortons	100 00
1000 Delaware No. 2 A	60 00
1000 Herbeumont	160 00
1000 Delaware No. 1	100 00
1200 Nortons	120 00
2000 Concord	50 00
25 Cunningham	6 00
25 Loro	2 50
50 Goethe Roy No. 1	10 00
✓ 50 Rulander	6 00
25 Wilder Roy No. 4	5 00
25 Agawam	5 00
50 Mayatawmy	15 00
25 Creveling	4 00
50 Hartford	
12 Cynthiaana	15 00
2 Hermann present	
2 Martha "	

\$658 50

Isador Bush & Ralph Bush
(a firm doing business under
the name of Isador Bush & Son)
Plaintiffs
vs
H. S. Christian, Defendant
In the Circuit
Court of
Jefferson County
Missouri

Now at this day comes Defendant
and for answer to the petition of
Plaintiffs admits that he executed
the instrument of writing sued on
but denies that he is liable to
pay the same, he avers that the sole
consideration of said instrument
was the sale and delivery to Defendant
of a large quantity of grape plants
of the amount and kind and at
the prices as specified in a paper
herewith filed marked Exhibit "A"

Defendant avers that shortly
before the day of the date of said instrument
of sued on he contracted with the
Plaintiffs to deliver to him on
board a Steam Boat to be designated
by him a lot of grape plants of the
quantity & kind and at the prices as
designated in the paper marked
Exhibit "A" that by the terms of said
contract said plants were to be ^{not} ~~uncut~~ ^{matured} ~~uncut~~
~~Plants~~ grown from a single life

that samples of the kinds of plants
to be sold and delivered to Defendant
were shown him by plaintiffs at the
time of making said contract, and
plaintiffs agreed to deliver vines of
the kind represented by such
samples which were, ^{the plants growing from seed} ~~such~~ ~~plants~~
~~matured upon~~ ^{grown from single eyes}, Defendant
also avers that at the time of the
making of said contract it was
understood by plaintiffs that
said ~~plants~~ plants were being
purchased by Defendant to be
shipped to and sold in Texas
that in view of that fact it was
as a part of the consideration of
such purchase of said vines
by Defendant agreed between
him and plaintiffs that they,
plaintiffs, would deliver the same
packed in cases in a good
condition so that they could be
shipped to and received in the
State of Texas in a good
merchantable condition and
Defendant avers that
in violation of their said contract
plaintiffs delivered the plants

which Defendant received on board
the Steamer Paulina Carroll and for
which the instrument of writing sued
on was given packed in cases
so badly that they all died about
two thirds died either before they
could be delivered in Texas by the
quickest and most expeditious
means of transportation or so soon
thereafter that no sale could be
made of them in fact Defendant
says that although he caused
them to be transported immediately
to Texas as quickly as they could
possibly have reached there yet
when they came on their arrival to
be unpacked from the cases it
was found that at least two
thirds of them were utterly worthless
on account of having been
improperly packed by Plaintiffs

Defendant also avers that in
violation of their contract Plaintiffs
packed into said cases plants which
~~were not strictly first class as agreed upon~~
~~and been cut and grafted which~~
^{but} ~~were~~ less valuable than those of
the kind agreed on by them and
Defendant, Defendant avers that
the plants having been delivered to

him packed in cases he could not
& did not inspect the quality of vines
& nature of the packing but relied
as to the quality of vines on the word
of Plaintiffs who represented to him
that they were of the kind which
they had agreed to sell him, he
further avers that he also relied
on the assurance given him by
the plaintiffs that they were
properly packed in the cases
and avers that they expressly
warranted them to be well packed
so that they could be transported
to Texas & received there in a
good merchantable condition
and that relying on such
representations and Warrantee
as to the quality of vines and nature
and kind of packing of the vines
so delivered to him Defendant
in ignorance of the true state of
the facts executed and delivered
the writing sued on, and
Defendant avers that by reason
of the misrepresentations aforesaid
and of the plaintiffs breach of
Warrantee as regards the manner

in which said vines were packed he
was greatly Damaged, and avers that
the Consideration of said instrument
of writing being as aforesaid he is entitled
to recoup therefrom such Damage and
he therefore avers that the sum of
Three hundred and Twelve Dollars paid by
him to Plaintiffs was & is more than
the whole value of said Vines so received
by him from them - Defendant denies
the allegation in Plaintiffs Petition that
the Credit or amount of Two Hundred
paid on said instrument of writing by
the note of a party in Texas was made
on the 15th of September 1870 but states
the Truth to be that said payment was
made on the 3rd day of August 1870 and
before this suit was commenced,
wherefore Defendant denies that the
Plaintiffs are entitled to judgment for any
sum whatever by reason of said instrument
of writing and Prays Judgment for Costs

Jos. J. Williams
Atty for Defendant

Isador Bush
& son

vs

H. S. Christian

Answer
of defendant

Filed Feb 10 1872
W. S. Boyce Clk
By C. W. H. Harris Dep.

Indor Burr & Son, Plffs } In the Jefferson
 vs } Circuit Court,
 H. S. Christian Defendant } May Term
 1872

Now at this day comes said
 Plaintiffs and for replication to the
 answer of the Defendant herein filed
 admits that the instrument of writing
 sued on by them was given for grape
 plants as alleged by Defendant
 but they deny that ~~they pocketed~~ said
 plants were not pocketed in Cores in
 good condition but ^{on} the contrary
 that the same were pocketed in Cores
 in poor condition for the purpose of
 being shipped to the State of Texas or
 any where in the ~~United~~ States. They
 aver that that if any of said plants
 died it was in consequence of Defend-
 ant's delay in shipping or neglect in
 the movement thereof but as to
 whether any of said plants died or alleged
 by Defendant Plaintiffs have
 no knowledge or information sufficient
 to form a belief and hence require
 proof thereof.

Plaintiffs deny that they pocketed into
 Cores and shipped to Defendant's plant
 which were not strictly first Class

or that the same was less valuable than those agreed upon.

They admit they agreed to deliver 8000 vines or plants packed in good condition in Cores of the proper kind but they deny that they failed to pack them according to agreement but they own that the same were well packed and were delivered in the condition opened upon. They deny that three hundred and twelve dollars is a sufficient sum to pay for said plants but own that the plants delivered to Defendant under the agreement & sold on were reasonably worth six hundred and fifty eight ⁵⁷/₁₀₀ dollars.

Therefore Plaintiff demand judgment and prayed for in their original petition.

John H. Howard
Att'y for Plaintiff.

Editor Bush & Son

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H. S. Christian

Reputation

Filed May, 1872
W. S. Boyce & Co.

Buck Lee

Mr. Christian

He can't declare the law
to be that the Hainiffs ~~are~~ are entitled
to recover in this case unless the
evidence shows that Hainiffs were
guilty of loaches in pocketing the mine

The Court declares the Law
to be that if Plaintiffs
agreed with Defendant to deliver
the grape plants to him on
board the steamer packed in
a good condition suitable for
shipment to Texas and if
they violated their contract in
shipping packing the vines
in such bad condition that
a portion of them died by reason
thereof & were worthless and if
Defendant received such
grapes in cases packed
relying on the representations
of Plaintiffs that they were
properly packed then Defendant
is entitled to credit against said
instrument of writing sued on
for the value of all vines lost
by reason of such improper
packing & in taking such loss
into consideration Plaintiffs
have received as much as those
vines delivered which were
not injured by improper packing
were worth Defendant is entitled
to recover

Isidor Bush & Sons, Plaintiffs }
against
Hes. Christian, Defendant }

Now at this day comes said Plaintiff
and moves the Court to set aside the
finding and judgment of the
Court in this cause and grant
them a new trial for the following
reasons,

1. Because the finding is against
the evidence.

2. Because the finding is
against the facts.

3. Because the finding is
against both the law and the
evidence.

4. Because the finding is
against the weight of evidence.

5. Because the judgment is
for the wrong party.

John L. Howard & Bro.
Atty's for Plaintiffs.

Iidor Bush & Son

vs

H. S. Christian

Motion for New
Trial

Filed Sept 10th 1872
W. F. Boyce clerk

Josiah Bush and Son Plaintiffs

vs
H. S. Christian, Defendant

In the Jefferson Circuit Court,
Sept. Term 1872.

Be it remembered that on the
trial of the above entitled cause
the Plaintiffs to sustain the issue
on their part read in evidence
the written instrument sued on
as follows (Here Copy same)
and then closed his case.
And the Defendant to sustain
the issue on his part was sworn
himself and testified as follows:
"I bought grapes ^{vines of Plaintiffs} to the amount of
\$658. for which I gave the writing
read in evidence by Plaintiffs.
I bought them to be shipped to Leas
except a few which were to go to Vickburg.
Plaintiffs wanted the vines to be ^{so, that they could be shipped in good condition to} ~~packed~~
^{any part of Texas} packed, then I put the vines to Leas.
I found upon unpacking them that
they had been packed in wet straw
that had been pretty well rotted and
the straw had heated and the vines
were hot and the most of them

were killed. The vines were covered
over with the straw, the tops as well
as roots. It is not customary to pack
vines in that way - the roots only
ought to be covered.

✓ I will heat vines to pack them
all over ^{in the straw is top met} in straw, I am an expert
in the Nursery business. These
plants were packed in cases 5 or 6
feet long and two feet wide and two
feet high. ^{upon opening the cases when I got to}
the place of destination in Texas ~~that the tops of about~~
~~two thirds of the vines were dead~~ the roots were still alive.

^{if the bud is dead as was the case with about}
One rope root will not produce
plants ^{two thirds of these vines} as soon as I opened
the boxes in Texas I found the vines
had not been properly packed.

On cross examination, he said
"I shipped the vines Nov 17th 1869 and
it took about 15 ^{or 20} days to get them
to Texas - that is it was about
15 ^{or 20} days from the time of ship-
ment till the plants were
opened at their destination in
Texas." Two letters were shown to
the witness one dated Dec. 23rd 1869
and one dated May 4. 1870 and
he said "I ~~signed~~ ^{wrote} these letters."

Ques. Why did you not inform

Plaintiffs in their letters that they had improperly packed the plants and in consequence of that they had nearly all died?

Ans. "Because I did not want ^{if the plants I sold lived & if I could collect my money} a law-suit and I thought I had rather pay for the plants than have any difficulty about them."

A deed of trust is here shown witness and he replied "I signed this deed."

Ques. "This deed of trust is dated Aug. 3rd 1870, why did you not set up the fact that the vines had nearly all died from improper packing at the ^{time} you signed this deed of trust?"

^{in case of being able to collect the money for such of the vines as I had sold as they supposed I might be}

Ans. "Because I preferred to settle up rather than have a law-suit."

Ques. "Did you name this plea of improper packing of the vines to Mr. Thomas who presented this claim for collection about Aug 3/1870?"

Ans. "I do not remember that I did."

on the Examination the witness
said as follows, ^{to wit} "About two thirds
of the vines when I came to unpack
them in Texas I found to be useless
& had to be thrown away, I headed them
in when I first took them out of the
cases thinking I would save ^{such of} them
~~as~~ I could. I sold about one third of
them such as appeared likely to live
upon time to be paid for in case they
did not die, I have been unable to
collect any of the money on account of
the vines having proved worthless,
at the same time I took the vines I got
from plaintiffs, I took a lot from my
own vineyard, packed ^{by myself} none
of which died.

The first letter I wrote plaintiffs from Texas
was written immediately after my arrival &
before I was aware of the condition of the plants
and the plaintiffs in rebuttal ^{read} ~~offered~~
in evidence the two letters and
did of trust refer to above &
follows (Here copy same)
And John L. Thomas was sworn and
testified as follows, viz: "I received
this claim for collection in the summer
of 1870 and I presented it to Spurlant
about the 3rd day of August 1870 and
he said nothing about the vines

being damaged or improperly packed
and at that ^{time} gave me a note
payable in full for \$700. on a
Note in ^{Left} as part payment
which was credited on the instrument ^{which was afterwards}
paid of the claim, and gave the deed
of trust not in evidence to secure
the claim. In the Spring of 1871
I found that the deed of trust con-
tained a wrong description ^{of the land} and I
informed ~~him~~ the Defendant of this
and he again promised to correct
it and said nothing about
improper packing of the vines
or damaged vines nor did I
even hear of that plea until
after this suit was brought.

And this was all the evidence
offered by either party.

The Plaintiffs then asked the
Court to declare the law follows
(then copy instructions asked by
Plaintiffs) ^{which the Court gave} And the Defendant
asked the Court to declare the
law or follows (then copy Def's
instructions) which the Court gave.
The Court then found the issues

for Defendant and rendered judgment accordingly in favor of Defendant. And on the 10th day of September 1872 the Plaintiffs filed their motion for a new trial as follows (here copy same) which being seen was by the Court overruled to which ~~the~~ action of the Court in overruling their motion for a new trial the Plaintiffs at the time accepted. And by consent of Defendant the Court granted the Plaintiff by an entry of record thirty days from the 19th day of September 1872 within which to file their bill of exceptions and in pursuance thereof the Plaintiffs here under their bill of exceptions and pray that the same may be signed sealed and made a part of of the record in this cause which is accordingly done this day of September 1872.

J H Vail

Judge 26th Circuit

Iddor Bush & Son

or

H. S. Christian



Bill of Receipts

Correct

Williams for
Deft.

Filed Oct 17 1892

W. S. Doyle & Co

130 N. 1st St. St. Louis, Mo.

In the Supreme Court, held at St. Louis, of the State of Missouri,

October Term, 1873
Monday November 24 1873

Iddor Bush and
Ralph Bush Plaintiffs in Error
vs.
H. S. Christian
Defendant in Error

Error to Jefferson
Circuit Court

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said Jefferson Circuit Court be in all things affirmed and stand in full force and effect, and that the said Defendant in Error recover of the said Plaintiff in Error his costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI—ss.

I, JOSIAH THORNBURGH, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this 22nd day of December A. D. eighteen hundred and seventy three.

Thornburgh Clerk.
C. J. Davis Secy.

91 3469

SUPREME COURT OF MISSOURI.

Isidor Bush & Son
P.E.

vs.
H.S. Christian & Co.

MANDATE.

JUDGMENT OF

Jefferson Licent Hart

AFFIRMED.

Filed Dec. 24/18/3
W.L. Boyce Cl
By Otho Morris Depy

Calvert Texas Dec 23 /69

Messrs. Bush & Son

Dear Sirs I have arrived in the heart of Texas with my vines and trees I had a very long and tedious trip there by such and amenable Emigration to this Country that it has been most impossible to get freight there I have just got my vines and trees here and have them unpacked and here I am and cannot sell them but I have just ^{now} but the prospect is good prices good and every thing sells here for cash I will not be able to remit from here but as soon as I can get to Galveston I will make a remittance to

you I hope you will
Excuse me for not writing
Sooner. The prospect is good
for a fine trade here. There
23 too murrereys hear that
I hear of one in Washington
County and one Mc.ellan
They make the four varieties
with good success. Such
as the Chesley and Blk. hounds
and a great many other
varieties.

In haste
yours most
Respectfully
H. S. Christian

p.s. I will hand this to a friend
on the Train as they are
very unsuited here
H. S. C.

Victoria Station May 21 / 88

Mr. Murk & Son

Yr Sir yours of
the 10th is to hand and ~~enclosed~~ note
as regard my pinous I told
you as soon as I could get the
Money from Texas I would pay
over to you which I have just
sent May the 1st I have sent for
it and as soon as I get it I shall
pay it over in good
faith I have been trying to sell
so as to pay and hope to be
able to do so

yours
Very Respectfully
H. S. Christian

658.50
176.50
482

H. S. Christian
Victoria
Ansd. June 22/70

THIS DEED OF TRUST, Made and entered into this third day
of August one thousand eight hundred and ~~eighty~~ seventy by and between

H. S. Christian and Harriet Christian

party of the first part, and

Wm. H. Mowbray

party of the second part, and

Eldor Bush and son

party of the third part,

WITNESSETH, That the said party ^{ies} of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to them paid by the said party of the second part, (the receipt of which is hereby acknowledged) do by these presents grant, bargain and sell, unto the said party of the second part, and to his heirs and assigns forever, the following described tract of land, situate in the county of ~~Jefferson~~ ^{Iron} and State of Missouri, to-wit:

The lot N 2w of the
North East qr. of Section Thirteen Township
Thirty four N. of Range No One West (1 W.)
containing eighty acres. (Lot no 2 N 2 4 of
sec. 3. T. 34. R. 1 W.)

In Trust, however, for the following purpose: Whereas the said H. S. Christian did
on the 12 day of November 1869 execute this note
to Eldor Bush & son for \$658.50 payable within
sixty days from date & credited with \$112. And whereas
the time for payment of said note is extended six
months from this date.

Now, if the said H. S. Christian

executors or administrators, shall pay the sum of money specified in said note, with all the interest that may be due thereon, when said note ^{within 1st month from this date} ~~shall become due and payable~~, according to the tenor and effect thereof, then this deed shall be void, otherwise the same shall remain in full force; and the said part 3.

of the second part, or his successor in this Deed of Trust, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the Court House

door in Hillsboro Jefferson County Mo

for cash, first giving thirty days public notice of the time, terms and place of said sale, and of the property to be sold, by advertisement in some newspaper printed in this State, or by six written or printed handbills posted up in six public places in said county, and upon such sale shall execute and deliver a deed in fee simple of the property sold, to the purchaser or purchasers thereof, and receive the proceeds of said sale; out of which shall pay, first the costs and expenses of this trust, and next

whenever may be due on said note.

and the remainder, if any, shall be paid to the said H. S. Christian
or his legal representatives.

And the said part 3 of the second part covenant faithfully to perform and fulfill the trust herein created.

In Witness Whereof, The said part us of the first part have hereunto set their hand and seals the day and year first above written.



H. S. Christian [SEAL.]

Harriet Christian [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF MISSOURI, County of Jefferson.

Be it Remembered, That on this 17th day of August, 1890, before me, the undersigned,
a Notary Public within and for said County,
came the above named M. S. Christian & Harriet Christian
his wife —

who are personally known to me to be the same persons whose names are subscribed to the foregoing
instrument of writing as part is thereto, and they acknowledged the same to be their act and deed
for the purposes therein mentioned, and the said Harriet Christian

having been by me first made acquainted with the contents of said
instrument of writing, on an examination apart from her said husband, acknowledged that she
executed the same, and relinquish her dower in the real estate therein mentioned, and conveyed freely
and without compulsion or undue influence of her husband.



IN WITNESS WHEREOF, I have hereunto set my hand,

and affixed my official
seal on the day and year
first above written

Albert M. Lytle
Notary Public
Jefferson Co. Mo.

STATE OF MISSOURI, County of Jefferson.

I, J. P. Ake Clerk of the Circuit Court, and ex-officio Recorder, within and for
said county, do hereby certify that the foregoing instrument of writing was filed for record in my office,
on the 2^d day of January 1891, and that the same is truly recorded therein, in
Book..... Page 490 & 491.

IN TESTIMONY WHEREOF, I have hereunto set my hand,
and affixed the seal of said Circuit Court, at office in Hillsboro,
the date last aforesaid.

J. P. Ake Recorder.

Deed of Trust.



M. Christian & wife
To.

John L. Thomas

Book & Deed

Record "K" Page 490

for \$1⁵⁰
paid by Thomas

Filed Jan'y. 2. 1871

J. P. Ake Recorder

No. 346

Jefferson Circuit Court.

~~Jefferson~~ ^{Sept} Term, 1871

Isidor Bush & Son

A. S. Christian vs.

Judgment, - - \$

Date 18

Fee Book No. Page

Judg't Docket, Page

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

C. F. Chamberlin & Co., Printers and Stationers, St. Louis.