

DeFensor County Circuit Court

Box 32 Folder 11

Case Files - Civil

January 1874, No. 40

Hunek, Peter I.

vs

Vieth, John

Note

Debt \$1,000; depositions; involved
building of Catholic church in
Hillsboro and deed of trust on
same



Saint Louis, January 6th 1871

One year after date I promise to pay
to the Order of Peter J. Hensch

One thousand $\times$ 100 Dollars,

For value received, negotiable and payable, without defalcation or discount, at the CENTRAL SAVINGS BANK,
Saint Louis, and with interest from maturity at the rate of Ten per cent. per annum.

UX.



John Veith



Without recourse on me
Peter J. Hurck

St Louis 13 Nov. 1873-
Rec'd on the within note, five
hundred & thirty six & ⁸⁸/₁₀₀ dollars,
being the net proceeds of sale of
property under deed of trust secur-
ing payment hereof
\$536.⁸⁸/₁₀₀ Edward O'Neil
Trustee

Peter J. Kunkel Plaintiff }
John V. Smith Defendant }

In the Circuit Court of Jefferson
County Missouri. Jan. Term 1874.

Plaintiff states that Defendant
by his promissory note herewith filed
dated January 6th 1871 promised to pay
Plaintiff one year after
the date thereof the sum of one thousand
dollars and that on the 13th day of November
1873 there was realized on sale of
land and a part of that the net
sum of five hundred and thirty ⁸⁸/₁₀₀
dollars which sum was that ^{day} credited
on said note and that the balance
with the interest thereon is yet due
Plaintiff and for which he asks
judgment.

John L. Shover Atty.
for Plaintiff.

Letting Hawk
in

John Vith

Relation on Note

Filed Dec 20 1893
W. L. Boyce Clerk
By C. H. McNamee
Deputy

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

John Viett

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 *Second* ~~Monday after the fourth~~ Monday of *January* next, then and there to answer unto

Peter J. Nurek

upon

his

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 *22nd* day of *December* A.D. 18*83*.

W. S. Boyce

Clerk Circuit Court.

By

W. H. McConne

Deputy.

20

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1874.

John J. DeCunzio

vs

John Viett,

(original)

Recd

Sherriff for us

I executed this writ at the County of Jefferson Missouri
by delivering a copy of same and petition to the within
named Defendant John Viett on the 22nd day of December
1873

J. B. Mo. p. Sheff

Peter J. Hurck, - Plaintiff } In the Circuit
Against } Court of Jefferson
John Vieth, - Defendant } County Missouri
January Term 1874

The Defendant, for Answer to the petition of Plaintiff, admits that he signed the Promissory Note sued on by Plaintiff, dated the 6th day of January 1871, for one thousand dollars; but Defendant states that he received no consideration whatever for said Note, and that he is not therefore in Equity liable for the payment of the same, or any part of it. For, he states that said Note was signed by him at the instance of Peter Richard Kendrick, Bishop of the Catholic Church at St. Louis, who was then the owner of a Catholic Church Building then being erected in the Town of Hillsboro in Jefferson County Missouri, and situate on a Lot of land, described as follows, to wit beginning at the North West Corner of Lot No. Nine of Merry and O'Neil's addition to the Town of Hillsbo, - running thence South three Chains and 17 links, - thence East three Chains & 17 links, - thence North three Chains and seventeen links, - and thence West three Chains and 17 links, to the place of beginning, containing one acre, - And the Defendant ^{states} that he was the superintendent of said Building, by the direction

of said Kendrick, the owner thereof, and that the Defendant had no interest in said building, and the thousand dollars, for which the said Note was given, was money loaned by the Plaintiff to said Peter Richard Kendrick, to enable him to have the materials furnished and said Building Completed, - and Defendant states that the whole of said money was used in the Construction of said Building. And that when the Note was given, the said Peter Richard Kendrick gave to Plaintiff, a Deed of Trust on said Church Building and said Lot of Land to secure the payment of the said Note. And although the Plaintiff well knew that the Defendant received no Consideration for said Note, and had no interest in the money for which it was given, yet when the Note became due, he, without Notice to Defendant, or advertising in that County, ~~caused said property~~ to be sold in St. Louis, and by a fraudulent combination with the Trustee in said Deed of Trust, pretended to bid off said Church building and Lot of Land for seven hundred and fifty five dollars, - a sum less than one fourth of its value. And Defendant states, that said property was well worth three thousand five hundred dollars, when it was sold, - and that if any advertisements had been sent to this, Jefferson County, where the proper

ty is situate, and a general notice given, the said property would have sold for double enough to have paid said Note, but the Plaintiff, in order to get said property at his own price, purposely omitted to publish notice in this County, or to give Kenanick or Defendant Notice, - caused said property to be sold in St. Louis, where no person knew anything about the property, - and thus, he by a fraudulent contrivance went through the form of a sale on the 13th of November 1873, when no person bid on the property but himself, & had said trustee to make a Deed to him, - And now, having got property worth \$3,500,⁰⁰ - he states in his petition that he realized only \$536.88, on the sale of said property, and modestly sues for the balance of the Note, - The Defendant therefore charges that said trustee sale is fraudulent and void, - that the property was not advertised as required by the Deed of Trust, - and that said sale operates a fraud on this Defendant, as the Plaintiff relied on Kenanick's and ^{the} Deed of trust for the payment of the Note, when it was given, and did not pretend to hold Defendant responsible for the same, knowing that he had no interest ⁱⁿ the money for which it was given, The Defendant therefore states that it would be inequitable for him to be compelled to pay any part of said Note, when he received no

Consideration for the same, and when too, the Plaintiff, has already received (if said Trustee sale is allowed to stand) at least three-times the value of said Note. - Defendant therefore denies that Plaintiff is entitled to recover any part of said Note. In consideration of the premises he asks that the Deed of said Trustee, made on the 13th day of November 1873, conveying said property to the Plaintiff, be set aside as fraudulent and void; or that Plaintiff be required to deliver up said Note to be cancelled, he having received more than double payment of the same in property as aforesaid, -

And for further Answer, Defendant states that, if in the Judgment of the Court, such Trustee sale, should be permitted to stand, then Defendant avers that said Note should be credited ~~it~~ with the full amount of the sale of said property, to wit, the sum of seven hundred and fifty five dollars, less the amount of the expenses, which is \$47.60, - the Trustee's fees being \$25.60, and the other necessary expenses, cannot exceed \$22.⁰⁰ The Note then is entitled to a Credit of seven hundred and seven dollars & forty cents. And Defendant ^{denies} that, (in any event) the Plaintiff is entitled to recover the balance of said Note, after deducting only \$536.88, for the sale of said property.

Almer Green
Attorney for Defendant

ty is situate, and a general notice given, the said property would have sold for double enough to have paid said Note, but the Plaintiff, in order to get said property at his own price, purposely omitted to publish notice in this County, or to give Kenanick or Defendant Notice, - caused said property to be sold in St. Louis, where no person knew anything about the property, - and thus, he by a fraudulent contrivance went through the form of a sale on the 13th of November 1873, when no person bid on the property but himself, & had said Trustee to make a Deed to him, - And now, having got property worth \$3,500,⁰⁰ - he states in his Petition that he realized only \$536.88, on the sale of said property, and modestly sues for the balance of the Note, - The Defendant therefore charges that said Trustee sale is fraudulent and void, - that the property was not advertised as required by the Deed of Trust, - and that said sale operates a fraud on this Defendant, as the Plaintiff relied on Kenanick's and ^{the} Deed of Trust for the payment of the Note, when it was given, and did not pretend to hold Defendant responsible for the same, knowing that he had no interest ⁱⁿ the money for which it was given, The Defendant therefore states that it would be inequitable for him to be compelled to pay any part of said Note, when he received no

Peter J. Hurak
vs.

John Vrethe

Debenacourt vs

Fraser

Filed June 16 1884

W. H. Boyce Clk

The State of Missouri.

To Edward O Neil.

Greeting.

You are hereby

Commanded to be and personally appear before me Louis
R Tatum a Notary Public within and for the County of
Saint Louis on the 22nd day of January 1874 at the
Hour of 2 o'clock P.M. of that day at my office South-west
Corner of 2nd and Pine Streets in the City of Saint Louis
and County aforesaid to testify in a Cause wherein Peter J.
Huck is Plaintiff and John Veith defendant in behalf
of the Plaintiff and hereof fail not at your peril

Witness my Hand this 22nd day
of January A D 1874

Louis R Tatum

Notary Public within and for

Saint Louis County

State of Missouri

Served the within named Edward O.
Neill by reading the same to him
this 22nd day of January 1874.
Louis R. Datum

fee for service due
LR Datum .35¢

The State of Missouri
To Peter, Richard Kaurick, Peter
J. Hürck & William Farber
Greeting: You are hereby com-
manded to be and personally appear
before me Louis R. Tatum, a Notary
Public within & for the County of
St Louis on the 23^d day of
January 1874 at the hour of
ten O'Clock in the forenoon of that
day at my office South West Corner
of 2^d & Pine Streets in the City of
St Louis & County aforesaid, to testify
in the cause wherein Peter J. Hürck
is plaintiff & John Veith defendant
in behalf of the plaintiff & hereof
fail not at your peril.

Witness my signature this 22^d
day of January 1874.

Louis R. Tatum
Notary Public
St Louis & Mo

Served the within named William Stebbins by
reading the same to him and leaving a copy
of the same with him this 22nd day of January
1874.

D.B. Martin

fee for service due, 35¢

Served the within named Peter Richard
Kearick & Peter J. Hurch by reading
the same to them this 23rd day of
January ad, 1874.

Louis R. Dutton

fee for service 2 witnesses 70¢

total fee's due L.R. Dutton for service on 4 witnesses

.35
.35
.35
.35
\$1.40

NOTICE TO TAKE DEPOSITIONS.

Peter J. Smith

In the *Levee*

Plaintiff

VS

John Smith

Defendant

the County of
State of Missouri,

Jefferson
January Term 1874

Court for

To THE ABOVE NAMED

John Smith

You are hereby notified, that depositions of witnesses to be

read in evidence in the above entitled cause, on the part of the

Plaintiff will be taken at the

Law Office of Joseph J. Talbot South West corner of
3rd and Pine Streets in the City of St Louis

in the County of

St Louis, and State of Missouri, on the

22

day of

January

A. D. 1874, between the hours of eight o'clock in the forenoon and six o'clock in the after-

noon of that day; and that the taking of said depositions, if not completed on that day, will be continued

from day to day, at the same place, and between the same hours, till completed.

Service of the above notice is hereby acknowledged, and issue of
return, and all exceptions as to time, waived.

January 17th
1874

John L. Newman
Attorney for Plaintiff

John Smith

My Atty Genl

in Attorney

Depositions of Witnesses produced, sworn and examined on the twenty second & twenty third days of January in the year of our Lord eighteen hundred and seventy four between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day, at the law office of Joseph D. Tatum in the City of St Louis

in the county of St Louis and State of Missouri before me, Louis R Tatum, a Notary Public within & for the County of St Louis in a certain cause now pending in the Circuit Court of the county of Jefferson

in the State of Missouri, between

Peter J Kurch

plaintiff, and

John Veith

defendant, on the part of the Plaintiff

Edward O'Neill of lawful age, being produced, sworn and examined, on the part of the plaintiff deposes and saith:

My name is Edward O'Neill, St Louis Missouri is my residence. I am the trustee mentioned in the deed of trust of Peter Richard Kurch to Peter J. Kurch's trustee, dated the 6th day of January 1871 & recorded in Jefferson County, Missouri in book 3 page 492 given to secure one principal note for one thousand dollars payable one year after date and two interest notes each for fifty dollars at six & twelve months

Name of officer and style of office.

Here insert the statement of the witness in the direct form—either narrative, or question and answer.

after date, Said notes bearing date
the 6th day of January 1871 & executed
by John Veith, I was notified by
Peter J. Hirsch on or about the 10th
day of October 1873, to the best of my
knowledge & belief, That said Veith
^{had} made a default in the payment of
said notes & was by the said Hirsch
requested to proceed to advertise for
sale the property mentioned in said
deed of trust above described, Said
Hirsch, at that time, represented himself
as being the owner & holder of said notes,
~~That I did on or about~~ I did proceed
to advertise said property as requested
by said Hirsch, by inserting notice
of sale at least twenty days before
the day of sale set forth in the ad-
vertisement, ^{in the St. Louis Daily Globe,} That I did ~~on or about~~
~~thirteenth~~ day of November 1873
at twelve o'clock M- proceeded to sell
said property ^{through} Hiram M. Leffingwell
an auctioneer at the East front door
of the Court House in the City of
St Louis and Peter J. Hirsch being
the highest & best bidder for said
property, as set forth in said deed
of trust, the same was struck off
& sold to him, after long outcry had
been made, The same was sold for
seven hundred & fifty five dollars

That on or about the 17th day of
November 1873 said Hirsch
handed me a statement as follows;
as expenses to be paid out of the
proceeds of the sale, to wit:
To affidavit & advertisements \$25.60
" Auctioneers & writing notice of sale
deed & acknowledgement to same \$10.50
Insurance to 3^d of October 1872 \$24.75
To 3^d of October 1873 - - - - \$12.50
Interest paid ^{up to} 6th of January 1872 \$120.90
That I paid the above together with
the following: Auctioneers fees \$5.00
My Commissions as trustee \$18.87
making a total of \$218.12, which
deducted from seven hundred &
fifty ^{five} dollars the price brought,
left a balance of \$536.88, which
said balance of five hundred & thirty
six ⁸⁸/₁₀₀ dollars was endorsed on the
principal note set forth in said
deed of trust

Edward O'Neill.

Subscribed & sworn to before me on
this ^{22^d} day ^{of January 22^d 1874} at the place & within the hours
first aforesaid.

not being able to complete
the taking of said depositions
by reason of the lateness of
the hour, I adjourn the further taking
of the same till to morrow, then at
the same place between
the same hours mentioned in the
annexed notice.

Louis R. Patton
Notary Public
St Louis & Mo

Pursuant to adjournment, as above stated, on the 23rd day of January 1874 at ^{the hour of eight in the forenoon and six in the afternoon} at the same place I continued the hearing of said depositions as follows, viz: Louis R. Tatum, Notary Public, St. Louis, Mo.

William Faerber of lawful age
being produced, sworn & examined
on the part of the plaintiff
deposeth & saith:

My name is William Faerber, I live
in St Louis Missouri, I went to Hillstom
Missouri to investigate the matter
concerning the building of a church
Mr Veith, the defendant asked for such
investigation, I found from conversation
with Mr Veith that he assumed control
of the church, the finances & the
building of the same, He collected
monies & paid the debts

William Faerber.

Subscribed & sworn to before me
this 23rd day of January 1874 at
the place & within the time first
aforesaid.

Louis R Tatum
Notary Public
St Louis & Mo

Peter Richard Keurick of lawful
age being produced, sworn
& examined on the part of the plaintiff
deposeth & saith:

My name is Peter Richard Keurick

I reside in the city of St Louis
Missouri, I am the party of the
first part in the deed of trust
dated January 6th 1871 given to
Edward O'Neill trustee of
Peter J. Hirsch conveying certain
land in Jefferson County Missouri
for the purpose of securing one
principal note of one thousand
dollars, executed by John Veith
due one year after January 6th 1871
said ~~deed~~ ~~referred~~ to by witness is herewith
attached marked exhibit "A."

Mr. Veith called on me just prior
to the date of the deed & wanted
money on account of the demands
made for debts due on the church.
He said he would borrow one
thousand dollars & that I should
give my deed of trust to secure it.
~~Mr. Veith's note.~~ I told him that if
he wanted the money he would be
obliged to give his own note for it.
The deed was presented to me & I executed
the same. I never had any conversation
or understanding as to how this note
was to be paid. & that I considered
myself as being entirely freed from

any liability on said notes or any part thereof. Mr Veith assumed general Control of the management of the building of the church. He collected all monies & paid the debts on the same. The church was built while I was in Europe.

+ Peter Richard Kaurick,

subscribed & sworn before me this 23^d day of January 1874 at the place & within the time first aforesaid.

Louis R. Tatum

Notary Public

St Louis, Mo

Peter J. Hurek of lawful age being produced, sworn & examined on the part of the plaintiff depose & saith: My name is Peter J. Hurek, I reside in St Louis. I am the party of the third part in the deed herewith filed & attached marked exhibit "A".

I loaned Mr Veith the defendant one thousand dollars, at his request & took his note for it. I had the note secured by a

deed of trust. The deed of trust referred to by witness is herewith attached marked exhibit "A". The note became due & the property was sold to pay the same, after notifying Mr Veith many times. The defendant, Mr Veith never gave me any satisfactory answer & hence the sale of the property. The amount realized from said sale was insufficient to pay the said note. The deed was executed in ordinary form. There was no ~~other~~ understanding other than what the deed ^{of trust} expressed, & I considered that I was to look to the maker of the note for the payment of the debt or for any balance, if the sale of the property failed to pay it.

There was no understanding at the time or since that the Archbishop was to pay or be liable on the note in any manner whatsoever, nor was the subject even mentioned by us.

Peter J. Hurck

Subscribed & sworn before me this 23rd day of January A.D. 1874 at the place & within the hours first aforesaid.

Louis R. Tatum

Notary Public
St. Louis, Mo

Name of officer and style of office.

I Louis R Tatum a
Notary Public

within and for the county of St Louis in the State of Missouri

DO CERTIFY that, in pursuance of the annexed

notice

came before me at the law office
of Joseph T. Tatum

Insert names of all witnesses.

in the county and State last aforesaid, Edward O'Neill,
William Doerber, Peter Richard
Keurich & Peter J. Hurest

who were by me severally sworn

to testify the whole truth of their knowledge touching the matter in controversy aforesaid; that they were examined, and their examination reduced to writing, and subscribed by them respectively, in my presence, on the day, between the hours, and at the place in that behalf first aforesaid, and their said depositions are now herewith returned. I further certify that said

Edward O'Neill, William Doerber
Peter Richard Keurich & Peter
Richard Keurich

are residents of said county of St Louis in said State of Missouri

GIVEN at St Louis in the County of St Louis and State

of Missouri, this twenty third day of January 18 74

Fees and postage, \$ 10.00, paid by

" for service 1.40
\$ 11.40

Plaintiff
Louis R. Tatum
Notary Public
St Louis Mo





The Notice must be attached to the Deposition. Deposition must be reduced to writing in presence of the officer and signed by witness. Exhibits must be marked and so referred to by witness that they may be identified when Deposition is read.

Officer must annex at foot of the Deposition of each witness the following certificate: "Subscribed and sworn to before me; on the day, at the place, and within the hours first aforesaid. JOHN DOE (and style of office)."

Depositions should be inclosed in an envelope, sealed, and addressed to Clerk of the Court of the County of Missouri. Style of the cause and contents should be noted on the envelope.

Depositions must be begun on day mentioned in the notice, but may be adjourned to succeeding day, at same place and between same hours, and the following entry should be made by the officer: "Not being able to complete the taking of said Depositions, by reason (here insert the reason), I adjourn the further taking of the same till to-morrow, then to be continued at the same place and between the same hours mentioned in the annexed notice. JOHN DOE (and style of office)."

On the succeeding day let the officer commence as follows: "Pursuant to adjournment, as above stated, on the day of 18 between the hours of in the forenoon and in the afternoon, at the, I continued the taking of said Depositions as follows, viz: "

No.

3542

Court of County,

Clark

vs.

Vieth

Depositions for

Filed Jan 23 1874

W. S. Boyce

Clerk.

Filed Jan 24 1874
W. S. Boyce clk

JOSEPH T. TATUM,

Attorney and Counselor at Law,

ST. LOUIS, MO.

155, 158, 195, 198, 199, 204, 205, 229

TRUSTEE'S SALE—Whereas, to secure the payment of certain notes, drawn by John Vieth, and described in a deed of trust, dated the 6th of January, 1871, and recorded in book number three, page 492, of the Recorder's office, of Jefferson county, in the State of Missouri; Peter Richard Kenrick, by the said deed, conveyed to the undersigned, the following described lot, tract or parcel of ground, lying and being in the county of Jefferson, and State of Missouri, to wit: Beginning at the north-west corner of lot number nine, of Merry and O'Neill's addition to the town of Hillsboro, running thence south three chains and seventeen links, thence east three chains and seventeen links, thence north three chains and seventeen links, thence west three chains and seventeen links to the place of beginning, containing one acre; and, whereas, all of said notes have long since become due and still remain unpaid, and default has otherwise been made in said deed of trust. Now, therefore, in accordance with the provisions of said deed, I, the undersigned, will, on

THURSDAY, THE 13TH OF NOVEMBER, 1873,

between the hours of 10 o'clock a. m. and 4 o'clock p. m., at the eastern front door of the Court-house, in the city of St. Louis, Missouri, proceed to sell the above described property, at public vendue, to the highest bidder, for cash, to satisfy said deed of trust.

EDWARD O'NEILL, Trustee.

This Deed, made and entered into this Sixth day of
January eighteen hundred and ~~sixty~~ Seventy one by and between
Peter Richard Henrick

of the City and County of St. Louis and State of Missouri
 party of the first part, and Edward O'Neill

of the same place
 party of the second part, and Peter J. Hurck

of the same place
 party of the third part, **Witnesseth:** That the said party of the first part, in
 consideration of the debt and trust hereinafter mentioned and created, and of the sum
 of One Dollar, to him paid by the said party of the second part, the receipt
 of which is hereby acknowledged, does by these presents, Grant, Bargain and
Sell, Convey and Confirm unto the said party of the second part,

The following described lot, tract or parcel of ground lying and
 being in the County of Jefferson and State of Missouri, to wit:
 Beginning at the North West corner of lot No Nine of Merry and
 O'Neill's addition to the town of Hillsboro running thence South
 three chains and 17 links - thence East three chains and 17 links -
 thence North three chains and 17 links thence West three
 chains and 17 links to the place of beginning - containing one acre.

Exhibit "A"

Do Have and to Hold the same, together with the appurtenances to the said party
 of the second part, and to his heirs and assigns forever.

This Deed, made and entered into this Sixth day of
January eighteen hundred and ~~sixty~~ Seventy one by and between
Peter Richard Henrick

of the City and County of St. Louis and State of Missouri
 party of the first part, and Edward O'Neill

of the same place
 party of the second part, and Peter J. Hurck

of the same place
 party of the third part, **Witnesseth:** That the said party of the first part, in
 consideration of the debt and trust hereinafter mentioned and created, and of the sum
 of One Dollar, to him paid by the said party of the second part, the receipt
 of which is hereby acknowledged, does by these presents, Grant, Bargain and
Sell, Convey and Confirm unto the said party of the second part,

The following described lot, tract or parcel of ground lying and
 being in the County of Jefferson and State of Missouri, to wit:
 Beginning at the North West corner of lot No Nine of Merryand
 O'Neill's addition to the town of Hillsboro running thence South
 three chains and 17 links - thence East three chains and 17 links -
 thence North three chains and 17 links thence West three
 chains and 17 links to the place of beginning - containing one acre.

Exhibit "A"

Do Have and to Hold the same, together with the appurtenances to the said party
 of the second part, and to his heirs and assigns forever.

In Trust, however, for the following purpose: **Whereas,** said John With
has executed his ~~three~~ negotiable promissory notes of even date herewith to
the order of said party of the third part to wit: one principal Note for the
sum of one Thousand dollars, payable one year after date and
two interest notes each for the sum of Fifty dollars payable in six
and twelve months after date, all of said Notes bearing interest from maturity
at the rate of ten percent. per annum. and the said John With hereby
agrees to keep the improvements on the property hereinbefore described
insured in some good and solvent office or offices in a sum not less
than one Thousand dollars and keep policy or policies of such insurance assigned
to the said party of the second part as a further security for said Notes, in case the said
John With fails to pay for said insurance, the party of the third part, or his agent,
may pay same, and all amounts so paid to be considered as secured by the Deed of
^{Trust}

Now, if said notes be well and truly paid at maturity and said insurance
clause be kept and fulfilled ~~~~~

then this Deed shall be void, and the property hereinbefore conveyed shall be released
at the cost of the said party of the first part: but if said Notes, or any one of
them, or any part of any one of them or the interest thereon, be not well
and truly paid when the same become due and payable, or if said
insurance clause be not kept and fulfilled ~~~~~

then this Deed shall remain in force, and the said party of the second part, or in case
of absence from the County, death, refusal or inability to act, then the Sheriff of St.
Louis County for the time being, may proceed to sell the property hereinbefore described,
or any part thereof, at public vendue, to the highest bidder, at any of the Court House
doors in St. Louis, for cash, first giving twenty days public notice of the time, terms
and place of said sale, and of the property to be sold, by advertisement in some news-
paper printed in the city of St. Louis, 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 he shall pay, first, the costs
and expenses of this trust, and next said principal Note together with
all interest notes and interest: then due and remaining unpaid
together with insurance paid by third party ~~~~~



and the remainder, if any, shall be paid to the said Peter Richard Kenrick
or his legal representatives.

And the said party of the second part, covenants faithfully to perform and
fulfill the trust herein created.

In Witness Whereof, The said party of the first part has hereunto set
his hand and seal the day and year first above written.

Peter Richard Kenrick,
Notary Public



STATE OF MISSOURI, } ss.
COUNTY OF SAINT LOUIS.

Be it Remembered, That on this Fifth day of January
A. D. eighteen hundred and ~~sixty~~ Seventy one before me, the undersigned, a Notary
Public, duly commissioned and qualified, in and for said County, came
Peter Richard Kenrick

who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument of writing as party thereto, and he
acknowledged the same to be his act and deed for the purposes therein mentioned.

In Witness Whereof I hereunto
set my hand and Notarial Seal
at Office in St Louis the state
last above written

M. B. O'Reilly Notary Public
St Louis County Mo.

A. B. S. 24-
Aed of Trust.

Peter Richard Lennock

TO

Peter J. Hurck & Co.

Peter J. Hurck & Co.
4755-
by the highest bidder.
4442 1/2 for sale
16000

Filed February 7 1891
Geo. L. Johnson
Recorder

Recorders for \$1.50
paid
P. J. HURCK.
M. H. O'REILLY.

HURCK & O'REILLY,
INVESTIGATORS OF

Titles to Real Estate,
THIRD STREET, OPPOSITE THE POST OFFICE,
ST. LOUIS, MO.

STATE OF MISSOURI, } ss.
COUNTY OF JEFFERSON.

I, the undersigned, Recorder within and
for the State and County aforesaid, certify that the foregoing Instrument of Writing was filed
for record in my office at Hillsboro, February 11 1879, and is truly
recorded in Book No. 3 Page 1492

Geo. L. Johnston

Recorder.

Peter J. Hornok Plaintiff } In the Circuit Court of
against } Jefferson County Mo.
John Veith Defendant } Jan'y Term 1874

Now at this day comes the Plaintiff and for Replication to Defendants answer states That it is not true as stated in said answer that ~~he~~ ^{defendant} received no consideration whatever for said note, but avers That he the defendant received the whole amount of money as stated in said note, and that defendant signed said note at the instance of Peter Richard Kendrick, Bishop of the Catholic Church at St Louis, Plaintiff says he has no knowledge or information sufficient to form a belief That said Peter Richard Kendrick Bishop of the Catholic Church was erecting a church building on the lot of land described in Defendants answer. Deny That defendant was the superintendent of said Building by the direction of said Kendrick the owner thereof, and that the defendant had no interest in the ~~same~~ said building, Plaintiff denies That the Thousand dollars, for which the said note was given was money loaned by Plaintiff to Peter Richard Kendrick to enable him to have the materials furnished and said Building completed, but on the contrary

said money was loaned to the Defendant by Plaintiff and that defendant executed the note sued on together with two interest notes each for the sum of fifty dollars due in six and twelve months from January 6th 1871 each to bear interest from maturity at the rate of ten per cent per annum. Plaintiff states that he has no knowledge or information sufficient to form a belief whether defendant used said money in ~~building~~ or for the construction of said building - Plaintiff admits that Peter Richard Kendrick gave to Plaintiff a deed of trust to secure said thousand dollar note & the two interest notes executed by said defendant to Plaintiff on the property as described in said answer - Plaintiff denies that he well knew defendant received no consideration for said note and had no interest in the money for which it was given. Denies that he when said notes become due he without notice to defendant or or advertising in this County, caused said property to be sold in St Louis but avers that he gave defendant notice and that the trustee in said deed of trust gave the proper notice as required by said

Deed of Trust, Denies That there was ~~any~~
betwixt him & the Trustee in said deed
of Trust a fraudulent combination
to bid off said Church building and
Lot of Land for seven hundred and
fifty five dollars, a sum less than
one fourth of its value, But avers that
said sale was made in accordance
with law ^{and said deed of trust} & that Defendant knew
the day of sale & failed to be present
and pay off said note as he should
have done, Plaintiff denies That said
property was worth three thousand five
hundred dollars - when it was sold,
Plaintiff says it was not required by
said deed of Trust to advertise in Jeffers-
on County but says that all parties
interested ~~was~~ ^{were} notified of said
sale - Denies That he omitted to give
Kendrick and this Defendant notice
of said sale, but avers That Defendant
and Kendrick were both notified of
the time of sale - Denies That he
by a fraudulent contrivance went
through the form of a sale, but that the
same was fair, open, & conducted
in accordance with the provisions
of the deed of Trust, Denies That said
Trustee's sale is fraudulent & void

Denies that the property was not advertised as required by the deed of trust
Denies that said sale operates as a fraud on this defendant, Denies that he ^{wrote back to} Kendrick and the deed of trust for the payment of the note when it was given and did not pretend to hold Defendant responsible for the same, knowing that he had no interest in the ~~same~~ money for which it was given, Denies that he has received property at least three times the value of said note,

Plaintiff denies that said note should be credited with the full amount of the sale of said property, for Plaintiff avers that there should be deducted from said bid the expenses of sale to wit:

Printers fee amounting to	\$25.60
Writing notice of sale, deed & acknowledgment of same	10.50
Insurance paid by plaintiff on the building	37.25
Two interest notes cancelled & interest on same	120.90
Auctioneers fees	5.00
Commissions of trust	18.87

Total to be deducted from said bid \$218.12
instead of forty seven ⁶⁰/₁₀₀ dollars as alleged by Defendant.
John L. Howard & Co. Attys for Plff

P. J. Hurek
vs

John Verth

Replication
of Plaintiff

Filed Jan 27 1874

W. L. Boyce Clk

Peter J. Hurck, - Plaintiff } In the Circuit
 Against } Court of Jef-
 John Bröth, - Defendant } ferson County
 Missouri
 } January Term 1874

The Defendant moves the Court to suppress the deposition of Peter J. Hurck, and Peter Richard Kendrick and others, filed on the 24th day of January 1874, for the following reasons;

- 1- Because said Deposition does not purport to have been taken at the place designated in the Notice to wit, at the Law office of Joseph J. Gatum, South West Corner of 3rd and Pine Street in the City of St Louis, -
 - 2- Said Deposition is not certified according to law, - it is not certified under the hand and Notarial Seal of the person claiming to be a Notary Public, and who claims to have taken them.
 - 3- Said Depositions were not filed before the day said Cause is set for trial - and were not opened till the 27th day of January 1874, -
- J. B. Green
 Attorney for Defendant

Peter J. Huron

vs.

John Broth

Motion

to suppress

depositions

Filed June 28 1874

W. H. Boyce Cl
