CITY OF ST. LOUIS TO THE USE OF YORE, JOHN E. AND HOLLIDAY, SAMUEL v BAILEY, GEORGE MARCH 1866 COUNTY OF ST. LOUIS 572/6

OLD 653/22 DISMISSED

1

State of Missouri } ss
County of St Louis } Be it remembered that heretofore To Wit On the Eighth day of May Eighteen hundred and Sixty three there was filed in the office of the Clerk of the Saint Louis Court of Common Pleas, Within and for said County A Petition which is in the words and figures following To Wit.

The City of St Louis to the use of
John E Yore, and Saml N Holliday trustees pltfs
Vs
George Bailey deft

Petition The City of St Louis Plaintiff sues to the use of John E Yore and Samuel N Holliday trustees States that Now, and at the Various times hereinafter Stated George Bailey the defendant, is and was the owner in fee Simple of a lot of Ground in the City and County of St Louis and State of Missouri described as follows To Wit, A lot in Block Number Eighty Seven (87) of Said City of St Louis Said lot fronting thirty feet four inches on the West Side of third Street bounded North by Dorris East by third Street South by Stevenson And West by Erskine the North boundary of Said lot

being an Act owned by Dennis on which a large Marble Front building is erected in which building the Exchange Bank of St. Louis now does business: That said City of St Louis by virtue of its Amended City Charter passed by the General Assembly of the State of Missouri March 3rd 1857 entitled "An Act to revise the law incorporating the City of St Louis, and the several Acts amendatory thereof into one Act. And to amend the same, and also by virtue of an Act passed by the said General Assembly March 5th 1855 entitled an Act supplementary to the several Acts to incorporate the City of St Louis also by virtue of an Act passed by said General Assembly March 24th 1859 entitled "An Act amendatory of and supplementary to the several Acts incorporating the City of St Louis" also by virtue of an Act passed by said General Assembly January 16th 1860 entitled "An Act supplementary to the several Acts incorporating the City of St Louis" That the said City of St Louis by virtue of the Acts aforesaid passed February 28th 1860. by its Common Council an ordinance Numbered 4618 entitled "An ordinance for the widening of Olive street from Second to Fourth Streets and of Third Street from Pine to Locust Streets; the Carriage

3 ways to be paved with iron pavement
" Which said ordinance directed that the side walks of the Streets named in the title of said Ordinance should be paved with iron pavement or square dressed flag stones at least six inches thick, the curb stones should be six inches thick and the carriage ways should be paved with iron pavement; and that the cost of the work authorized by said ordinance should be apportioned and charged on the ad=joining lots, and be collected of and paid by the owner of such lots respectively all according to and under the provisions of Charter and Ordinance: that under and by virtue of said ordinance No 4613 and in conformity thereto, and under and by virtue of contract No 1063 made between said City of St Louis and one Otto des Grau=ges, and in conformity to said contract said Des Granges as contractor in said contract under said ordinance did duly perform said work according to contract and fin=ish said materials under and by virtue of said ordinance paving the streets and side walks as required, and paving third street in front of defendants lot above described which lot of ground at that

time belonged and still belongs, to the de=
=fendant Bailey, Plaintiff states that by
Virtue of Charter and Ordinance the Cost
of Paving Streets and Sidewalks in the City
of St Louis is chargeable to the Property ad=
=joining or in the Vicinity of such work
that when the work aforesaid was done
& Materials Furnished and when the same
was fully Completed under Authority
of said Charter and Ordinance the City
engineer having Charge of the same
Computed the Cost thereof and assessed
it as a Special Tax against the adjoining Property
fronting upon the work done and said
lot of Ground belonging to defendant
Bailey was in Proportion to the Frontage
thereof found justly Chargeable with the
sum of Two hundred and fifty five $\frac{67}{100}$
dollars, which sum was the Proportion
of the whole work and Materials done
and Furnished at that Place justly Char=
=geable on said lot; and said assess=
=ment was made in a Manner deemed by said
officers just and equitable; and said en=
=gineer made out a Certified Bill of such
assessment therewith filed against said
lot of Ground belonging to the defendant
Chargeable with said sum of Money in

2nd

5

the name of the defendant, as owner of said lot showing the items of said work and materials, and delivered the same to the said Des Granges said bill was issued January 2nd 1861. and remains wholly unpaid; that by virtue of said Charter and Ordinance the said Certified bill is a lien against the lot of ground described therein to wit the lot of defendant above described and shall bear interest from the date of its issue until paid at the rate of fifteen per cent per annum if not paid within six months after its issue: that the said account & demand were by the said Otto Des Granges on the day of assigned and delivered to the Pilot Knob Iron Company Corporation by the name and description of Joseph S. Pease and that said Pilot Knob Iron Company & said Joseph S Pease by their deed made the 23d day of May 1862 assigned & delivered the said account & demand to John E Yore & Samuel N Holliday which said deed is herewith filed. Plaintiff therefore pray judgment against said lot and defendant for said sum and interest at fifteen per cent from the date of the issue of said Certified bill & for such other judgment as to

the Court may seem Proper

Glover Shepley & Holliday for Pltff

Saml N. Holliday for Pltff being duly Sworn upon his Oath Says the foregoing Petition & Matters therein as Stated he believes to be true Saml N Holliday

Sworn to & Subscribed before me this 4 day of May 1863 Leon J Papin Clk

On which Petition the Clerk issued the following Summons.

Summons County of St Louis SS. The State of Missouri To the Sheriff of St Louis County — Greeting We Command you to Summon George Bailey to appear before the Judge of our Court of Common Pleas, on the first day of the next term thereof to be held in the City of St Louis within and for the County of St Louis on the third Monday of November 1863 then and there to answer the Complaint of The City of St Louis to use of John E Yore & Saml N Holliday trustees as set forth in the annexed petition and have you then and there this writ.

Lea Witness Leon J Papin, Clerk of our said Court. with the Seal thereof hereunto Affixed at office, in the City of St Louis this 8th day of May in the Year of our Lord Eighteen hundred and Sixty

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three. —— Lewis J Papin Clerk.
On which said Summons the Sheriff endor-
-sed his return in the words and figures
following ——

Return of Shff. Executed this writ in the County of St Louis
On the 9th day of May 1863 by delivering
a Copy of the Writ and petition as furnis-
-hed by the Clerk to George Bailey

John Vogel Sheriff
By George H. Engelman Deputy

And afterwards To Wit at the November Term
of Said 1863 On the 15th day of December the
following Answer was filed

Answer The defendant admits that he was
the owner of the Real Estate described in the
Petition, but he denies that he has any Know-
-ledge or information thereof sufficient to form
a belief whether or not the City of St Louis
by Virtue of the Special Acts of the legisla-
-ture recited in said Petition passed the
Ordinance referred to and set out therein
or that any Contract was made by the City
with Otto Des Granges under said Ordinance
or the terms of said Contract or that said
Des Granges did perform said work accor-
-ding to said Contract or furnish Materials
as stated. The defendant denies that by

Section of the Charter & Ordinances the Costs of Paving Streets & Sidewalks is chargeable to the Property adjoining such work, or that the City engineer has any authority by his Certificate or otherwise to compute the Cost & apply the same as a Special tax against the adjoining Property or that the property of the Defendant was liable for any part of said work under such assessment — Defendant has no knowledge or information thereof sufficient to form a belief that the City engineer made any assessment or found any amount due for said alleged work or made a Certificate thereof or delivered any such Certificate to said Mr Des Granges & the defendant denies that said Bill is a lien on defendants land Defendant further answering denies that he has any knowledge or information sufficient to form a belief of the assignment of said Certificate ~~to form a belief of the assignment of said~~ Bill by Des Granges to the Pilot Knob Mon Company as alleged in the petition — Defendant further answering states that the Pilot Knob Mon Company assigned and delivered said Bill to Plaintiff by any deed of assignment as stated in the petition

3rd

9 that said deed was not the act and deed of said Company and was and is void in law. Defendant further answering states that the plaintiff as assignees of said Pilot Knob Iron Company ought not to have or maintain this action because the said plaintiffs have not complied with their said duties or accepted the terms of said assignment as by said law required in this that they have not taken the oath or filed the inventories or given the bond as required by the statute in such cases, there is no authority in law for them to sue, Krum & Decker

for defts

Geo Pauley defendant on his oath says that the foregoing answer & the matters therein as stated he believes to be true

Geo Pauley

Subscribed & sworn to before me this 14th day of December 1863. Witness my hand & Notarial Seal hereunto affixed the day & year last above written

Nicholas A. Martell Notary Public

An afterwards To Wit at the April Term of said Court for the year 1864 on the 30th day of April the following proceedings were had

Judgment in said Cause " Now at this day come

the Said Parties by their respective Attorneys and waiving a Jury Submit this Cause to the Court upon the Pleadings and Proofs, and the Court having fully Considered the same doth find from the instrument of Writing on which this action is founded that the defendant is indebted to Plaintiff in the sum of Three Hundred and eighty dollars; and the Court finds that the demand of the Plaintiff is a Special Tax Bill and lien upon the following Property To Wit Property on third Street, in Block 87. Bounded North by Dorsey East by third Street, South by Stevenson and West Erskine, It is therefore Considered by the Court that the Plaintiff recover of the defendant the debt aforesaid in form aforesaid and interest thereon at the rate of fifteen Per Cent Per annum until Paid together with the Costs herein expended and that Special execution issue therefor against said Property So Charged with said lien — And afterwards to Wit at the term last aforesaid On the 7th day of May 1864 the following further Proceedings were had in said Cause

Motion Ord. The Court having duly heard the Motion for a New trial and also the Motion in arrest of Judgment filed by the defendant, and being thereof fully Advised doth order that

11 said Motion be overruled. ——
And Afterwards To Wit at the term last
Aforesaid On the 6th day of June 1864 The
following further Proceedings were had in said
Appeal Cause. "The defendant files an Affidavit
for an Appeal and on his Motion an Appeal
is Granted him to the Supreme Court from
the decision herein rendered and thereupon
he files a Bond with himself as prin=
=cipal and James Clark as Security. The
Parties file a Stipulation in regard to said
Stipulation bond which is as follows To Wit. "In the
above entitled Cause it is Stipulated and
Agreed that the bond herein filed for Appeal
Made by said Bailey and Signed by James
Clark as Security Shall be taken and re=
=garded with the same force & effect as though
said Bond were Signed by two Securities
Approved by the Court Krum & Decker for deft
Saml N. Holliday for pltf
At the Term Aforesaid On the 6th day of June
1864 the following Affidavit was filed ——
Affidavit for Appeal "George Bailey defendant On his Oath says that
the Appeal in this Cause is Not Made for Vexa=
=tion or delay but because the Appellant be=
=lieves that he injured & Aggrieved by the Judg=
=ment and decree of this Court. Geo Bailey
Subscribed & Sworn to before me this 6 day of June 1864 Leon J Pepin Clk

12 At the term last aforesaid on the 6th day of June 1864 the following Bond was filed

Bond Know all men by these Presents, That we George Bailey as Principal and James Clark as Securities, are indebted to the City of St Louis to the use of Samuel N Holliday and John C Yore in the sum of Seven hundred and Eighty dollars, for the Payment whereof we bind Ourselves, our heirs, executors and Administrators Jointly and Severally, firmly by these Presents. Sealed with our Seals and dated at St. Louis this Sixth day of June one thousand Eight hundred and Sixty four The Condition of this Obligation is such, that Whereas said George Bailey has appealed from the judgment rendered against him and in favor of the City of St Louis to the use of Samuel N Holliday and John C Yore in the St Louis Court of Common Pleas for the sum of three hundred Eighty dollars and ~~~~ Cents together with costs. Now if the said Appellant shall Prosecute his Appeal with due Diligence to a decision in the Supreme Court, and shall Perform such Judgment as shall be given by the Supreme Court, or such as the Supreme Court may direct the St Louis Court of Common Pleas to give and if the Judgment of such Court, or any Part thereof be Affirmed that he will Comply with

13 And Perform the same so far as it may be af-
-firmed And will Pay All damages and
Costs Which May be awarded against him
by the Supreme Court, then this Obligation to be
Void, Otherwise to remain in full force.

Geo Barley Seal
James Clark Seal

And Afterwards to Wit at the same term
And day last aforesaid the following Bill
of Exceptions was filed

Bill Excep-
-tions Be it remembered that on the trial of this
Cause the Plaintiff Gave in evidence the
following Ordinance No 4613. of the City of St.
Louis. It is agreed that said Ordinance
May be read before the Supreme Court from the
Printed Volume of Ordinances Now in the
law Library With the same effect as if set
out in the record of this Case. The plaintiff
then Gave in evidence the following Writing
or Assignment Made by the Pilot Knob Iron
Exhibit Company " Plaintiff read in evidence
No 1. a deed of Assignment dated February 18. 1862
filed for record 24th Feby 1862. Made by the
Pilot Knob Iron Company to Samuel McHolliday
& John E Yore in trust for the benefit of the
Creditors of said Company in which the only
reference to the account or Certificates after

14 Conveying a large Amount of Other property & Choses in Action is in these words "Also Otto De Granges" Account fourteen thousand four hundred thirty Seven 49/100 dollars ——

Agreet. We Consent that the above may be inserted in the Bill of Exceptions in lieu of Copying the Whole deed of Assignment

Krum & Decker for deft

Saml N Holliday Atty for Pltff

Plaintiff also gave in evidence the following

Assignment May 23. 1862. writing or agreement —— Whereas the Pilot Knob Iron Company on the 18th day of February 1862. did make its Certain deed of that date which is recorded in the recorders office of St Louis County Missouri in Book 261 Page 415 Whereby it Conveyed to John E Yore and Samuel N Holliday, Certain Property and effects described in said deed, which said Conveyance was made in trust, to Pay Certain indebtedness in said deed fully described and Specified And Whereas among other Accounts Assigned and Transferred to said Yore & Holliday by said deed was the Account of Otto des Granges for fourteen thousand four hundred and thirty Seven 49/100 dollars; And Whereas the said Account was Secured to be Paid by Collaterals transferred and Assigned to said Pilot Knob Iron Company by said Otto Des Granges which said

15 Collaterals were "Special Tax" bills or certi=
=fied bills for Paving And Whereas the said
Certified Bills were Not Mentioned and Speci=
=fied in the said deed of February 18th 1862.
but were Assigned to said Yore & Hol=
=liday by delivery only; And Whereas it is
deemed advisable to have said "Special
Tax" bills transferred by deed to said Yore
& Holliday in trust as aforesaid; and Where=
=as the said Otto des Granges in Assigning
said "Special Tax" Bills or Certified bills of
Paving to said Pilot Knob Iron Company, As=
=signed the same to Joseph S Pease. ~~Treas^r.~~
~~Same to Jo^s S Pease Sec^y~~ "for said Company, some
being Assigned to Jo^s S Pease Treas^r. "Same to Jo^s
S. Pease Secr^y "Same to J S. Pease Sec^y" And one to
J S Pease" All of Which Assignments were
intended to be and were to Jo^s S Pease, the
Secretary And Treasurer of said Company for said
Company And the said "Special Tax" bills were
to be Collected by the said Pilot Knob Iron
Company, And the amounts, when collected, less the expences
of Collection, was to be Credited on said Account
of said Otto des Granges; And Whereas it was
the intention and desire of said Pilot Knob
Iron Company by the aforesaid deed of Feb=
=ruary 18th 1862 to fully And Completely transfer

assign, and set over the said "Special Tax" bills or Certified bills of Paving to said Yore & Holliday as Collateral Security for the aforesaid Account of Otto des Granges to be Collected by the said Yore & Holliday and the Proceeds, less the expense of Collection, after being Credited as aforesaid to the Account of Otto des Granges, to be applied to the payment of the indebtedness Mentioned in said deed of Feby 18th 1862. Recorded in the Recorders Office of St Louis County Missouri in Book 261 Page 415;

Now Therefore the Pilot Knob Iron Company and Joseph S. Pease, in Consideration of the premises and of the debt and trust hereinafter Mentioned and Created & for the sum of five dollars to them paid by the said John E. Yore & Samuel N. Holliday, the Receipt whereof is hereby acknowledged do by these presents Grant, sell assign transfer and set over unto the said John E. Yore and Samuel N. Holliday the said "Special Tax" bills or Certified bills of Paving hereinafter More fully described, and all Claims and demands and right of Action of every Nature and Kind Soever that the said Company or the said Pease, has or may have, on Account of said "Special Tax" bills Against the several

17 Parties and against the Land of the Several Parties against whom or against whose Property said "Special Tax" bills were issued in trust, as hereinafter stated ——

The said "Special Tax" bills or Certified bills for paving hereby assigned are described as follows to Wit: All of said bills (and there are twenty eight in number) are made out in favor of Otto Der Kramer; each bill has a Certificate appended thereto which said Certificates are all dated, and signed by P. H. Meysenburg "Special Tax Clerk", and by Truman J. Homer City Engineer "each bill specifies the name of the Party against whom, or against whose lot, the same is issued, the amount assessed to to the lot of the person therein named & to the lot therein described, the number of the Contract under which the work was done, the number of the City ordinance under which the Contract was made, or the work authorized to be done, and each bill is also numbered, on the back of the same, The bills hereby assigned are as follows To Wit

Against whom issued	Amt of Bills	No Contract	No Ordinance	No of Bill	date of Certificate
Nathan Leroy Lefs	440.50	1146	4656	2520	Nov 5./60
C J Merritt	215.64	"	"	2522	"
Jos Charles Hess	388.22	"	"	2526	"

Agt whom issued	Amount of bill	No Contract	No of Ordinance	No of Bill	Date of Certificate
James Clemens	211.24	"	"	2529	"
Bernard Pratte	221.47	"	"	2532	"
John T. Darby	367.55	"	"	2536	"
L V Bogy	26 79	"	"	2782	Nov 30/60
Jno F. Darby	25.13	"	"	2783	"
Julia Gourd B Pratte agt.	204.64	"	"	2789	"
Thomas Allen	444.35	1146	4656	2792	"
Bernard Pratte	238.76	"	"	2797	Nov 30/60
L V Bogy	283.99	"	"	2799	"
Aimee Blaine B Pratte agt.	235.01	"	"	2798	"
Socrates Newman	52 47	1063	4613	2193	Oct 4/60
John J Anderson	659.93	"	"	2195	Nov 19/60
Wm Bennett	1298.34	"	"	2196	Oct 4/60
Saml H Bailey	341.68	"	"	2200	Oct 5/60
Melvin Masson Stewart & Josephus Becker	309 36	"	"	2212	"
N M Ludlow	492.49	"	"	2209	"
George Bailey	255.62	"	"	3112	Jany 2/61
Mrs E A Crittenden B Flores lessee	296 31	"	"	3105	Jany 2/61
Mr John H Gray F P Blair Jr. Thos C Reynolds & Thos Walsh lessees	784.24	"	"	3106	Jany 2/61
Sol Smith Thos Walsh Thos C Reynolds & F P Blair Jr. lessees	399 82	"	"	3107	"
Greene Erskine	402,98	"	"	3111	"
Mrs E A Crittenden B Flores lessee	678 93	"	"	3113	"
M. Farrell's heirs	373.09	"	"	3115	"
A M Lackey's heirs	316.12	"	"	3120	"
J G McPheeters	182 60	"	"	3100	"

To Have and to Hold the same to the said trustees and to the survivor of them, and to the heirs executors

19 Administrators and Assigns of such survivors for-
-ever In Trust however for the following Pur-
-poses To Wit: The said trustees are hereby
Authorized and required to Collect said Special
Tax Bills, as soon as Practicable, and Credit
the amount so Collected, less the expense of Col-
-lection, on the aforesaid account of Otto
des Granges, and shall apply the said amount
so Collected to the Payment of the indebtedness
secured to be paid by the aforesaid deed of
Feby 18th 1862, which is recorded in the
recorders Office of St Louis County Missouri
in Book 261 Page 415. to secure the Payment
of which said indebtedness the original account
of said Otto des Granges was assigned by said
Pilot Knob Iron Company to said York & Hol-
-liday by said deed of February 18th 1862
In Witness Whereof John J. McCune as Pres-
-ident of the Pilot Knob Iron Company has
hereunto set his hand and caused the Com-
-mon Seal of said Pilot Knob Iron Company
to be affixed hereto attested by the Secretary
of said Company; and also in Witness Whereof
the said Joseph S. Pease has hereunto set his
hand and seal. Thus done and signed this
the 23d day of May A D 1862.

Attest J S McCune Seal

20 Jos S Pease Secy & Treas President of the Pilot Knob
Pilot Knob Iron Co Iron Company
Jos S. Pease Seal

State of Missouri Ss.
County of St Louis Be it remembered that on
this twenty fourth day of May A D 1862 before
me Liberty Waite a Notary Public within and
for the County and State aforesaid Came J S McC
=Cune President of the Pilot Knob Iron Com
=pany and Joseph S. Pease who are personal
=ly known to me to be the same persons
whose names are subscribed to the foregoing
Instrument of Writing as the party thereto
and they acknowledged the same to be their
act & deed for the purposes therein mentioned
Seal In Witness Whereof I have hereunto set my
hand & Seal Liberty Waite Notary Public
State of Missouri
County of St Louis Ss I the undersigned Re
=corder in and for said County Certify the with
=in instrument of Writing was filed for Record
in my Office May 23 1862 and is truly re
=corded in Book 267 Page 88 & following
Seal Witness my hand and Official Seal
the date aforesaid. A P. Bernoudy Recorder
Plaintiff then offered in evidence the follow
=ing Writing having proved the Signature

6th

21 Special Tax Bill

thereto of Truman J. Homer

Mr. George Bailey

To Otto Des Granges Dr

Special Tax. For work done chargeable against his Property on third Street in Block No 87 bounded North by Dorris East third Street South by Stevenson and West Erskine under Authority of Ordinance No 4613 and under Contract No 1063.

Description of Work	Dimensions	Contents	Price Dolls Cts	Amount Dolls Cts
Cellular Iron Pav't	30 ft front	4234 sqrs @	55. 00	232. 87
Curbing Near 6th	30 lin	feet. @	75	22. 75
	Amount			255. 62

Add interest at 10 per Centum per Annum from 30 days after date of issue if paid within 6 Months Add interest at 15 per Centum per Annum from date of issue if not paid within 6 Months City Engineers office St Louis January 2nd 1861. I hereby Certify that the above work was done, and the charge against the Property described within is correct and in accordance with City Charter and ordinance the receipt attached signed by Otto Des Granges Contractor will cancel the charge against the Property named above

T A Meyrenbourg Special Tax Clerk

Truman J. Homer City Engineer

The Plaintiff then Proved the Signature of Otto Des Granges to his Assignment written on the back of the foregoing Certificate

Assignment St Louis Jany 7th 1861. I hereby Assign the within bill for Value received Jos S Pease Treas and he is authorized to sign my name to the receipt. O Des Granges

The Plaintiff then read in evidence the said Assignment to Joseph S Pease on the back of said Certificate — The Plaintiff then gave evidence tending to Prove that the work & Materials Specified in said Special tax Bill were furnished upon the property Specified in said Bill by said O des Granges & that the quantity so furnished was correct & correctly stated in said Special Tax Bill This was all the evidence offered or heard in the Case. The defendant then asked the following instructions

Instruction Defendant Refused "Upon the whole evidence in the Case the Plaintiff is not entitled to recover a Judgment in Personam against the defendant in this suit

Instruction Refused "Upon the whole evidence in the Case the Plaintiff is not entitled to recover a Judgment in rem against the property described in the Plaintiffs Petition

23

Instruction Deft

Refused

"If the Court finds from the evidence that Otto des Granges assigned the account sued on to Joseph E Peade & that said Peade afterwards assigned said account to John E Yore & Samuel N Holliday then the plaintiff cannot recover a general judgment in this action against the defendant.

Instruction Deft.

Refused

If the Court find from the evidence that Otto des Granges assigned the account sued on to Joseph E Peade & that said Peade afterwards assigned said account to John E Yore & Samuel N Holliday then the plaintiff cannot recover a special judgment or judgment in rem against the property described in the plaintiffs petition. — Which the Court refused to give & the defendant at the time duly excepted to the opinion of the Court in refusing said instructions —

After verdict and in proper time the defendant filed his motion for a new trial as follows —

"Motion for New Trial

The defendant comes & moves the Court for a New trial on the grounds 1st. that the Court admitted illegal & incompetent evidence offered by the plaintiff & objected to by defendant. 2nd That the verdict is against the law

& the evidence. 3. That the Verdict is excessive. — Krum & Decker for deft. Which motion the Court overruled and refused a New trial & the defendant at the time duly excepted — The defendant then in proper time filed his motion in arrest of Judgment as follows ——

"Motion in arrest" The defendant moves the Court to arrest the Judgment 1st Because the Court had no power under the law to give a Special Judgment against the property in the plaintiffs Petition mentioned

Krum & Decker for deft.

Which motion the Court overruled & refused to arrest the Judgment & the defendant duly excepted at the time to the Opinion of the Court in refusing to arrest said Judgment And that all the matters aforesaid may become of record the defendant tenders this his Bill of exceptions & asks that the same may be signed & made of record which is accordingly done.

Saml Reber Judge

State of Missouri SS.
County of St Louis } I. Leon J Papin Clerk of the St Louis Court of Common Pleas within

25 and for the County aforesaid Certify the foregoing to be a true and Complete transcript of the record and proceedings in the Case of The City of St Louis to the use John E Yore & Samuel N Holliday Trustees against George Bailey as fully as the same remains in my office of Record

In Testimony Whereof I hereto set my hand and affix the Seal of said Court at office in the City of St Louis this Second day of August 1864

Leon J Papin
Clerk

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78 (22)

March Term, 1866.

The City of St Louis to the use John E Yore & Samuel N. Holliday Trustees Respondents

vs

George L Bailey Appellant

Appeal from Common Pleas

Filed Sept 30. 1864
A.W. Mead
Ex

Krum & Decker for Appellant

Glover Shepley & Holliday for Respondent

$10.00 pr 30

Exd Paid by Judge Krum

Rest of Errors filed 1866. Apr. 20. Dismissed by Apts atty.

The Atty of Stearns to the use of Gore et al

v

George Bailey

IN SUPREME COURT, Oct. TERM, 1864

AND now come the said Appellant and says that in the record and proceedings of the Court below, in the above entitled cause, there is manifest error, and for error said Appellant assigns the following, to wit:

1. That said Court admitted improper and illegal testimony offered by Plaintiff below
2. That said Court rejected proper and legal testimony offered by Defendant below
3. That the Court gave to the Jury improper and illegal instructions.
4. That the Court refused to give to the Jury proper and legal instructions offered by Defendant below
5. That the verdict was against the evidence.
6. That the verdict was against law.
7. That the verdict was against both law and evidence, and against the law under the evidence.
8. That the verdict was against the weight of evidence.
9. That the judgment was rendered in favor of the Plaintiff below when it should have been rendered for the Deft. below
10. That said Court overruled the motion for a new trial, made by Defendant below

Kunn & Decker
Attys for Appellant

And now come the Plaintiff and for joinder in error say, that there is no error in the record and proceedings of said Court below in said cause, as assigned by said Appellant

Glover & Shepley
& Holliday
for Appellant

No. ~~230~~ 92

The City House of
Yore et al,

v

George Bailey

Assignment of
Errors

Filed Oct 19. 1864
A.W. Mead
Clk