

Tofferson County Circuit Court
Case Files - Civil

Box

4 Folder 33

December 1838, #74

State exrel

Bates, James C.

vs

Alford, Johnson H., adm
Martin, Bailey G.
Cavalader, Isaac
Administrator's bond

Defendants failed to properly appraise
and disburse the property of Elias Bates;
involved \$6,970 debts owed to Bates;
arbitrator's report; judgment for plaintiff
of one cent damages, Book 2, p. 368

I agree that the alterations and amendments made in this declaration may be by changing the same without writing a new declaration

State of Missouri } In the Jefferson Circuit Court
County of Jefferson } December Term 1838
The State of Missouri who
sues in the relation and to the use of James C
Bates an heir and distributee of Elias Bates de-
ceased, complains of Johnson H. Alford, Isaac Cad-
wallader and ~~Johnson H. Alford~~ administrator of
the estate of Bailey G. Martin deceased, the defend-
ants, of a plea that the said Johnson H. Alford, &
Isaac Cadwallader and ~~Johnson H. Alford~~ as
~~administrators of the estate of said Bailey G. Martin~~
deceased, owe to the said State of Missouri who sues
in the relation & to the use aforesaid, the sum of
Two thousand dollars which the said Johnson H.
Alford, Isaac Cadwallader & the said Johnson H.
Alford as administrator of the estate of the said
Bailey G. Martin deceased owe to and unjustly
detain from her. For that whereas the said
Johnson H. Alford, Isaac Cadwallader, and Bailey
G. Martin deceased, in his lifetime, heretofore, to wit,
on the Twenty sixth day of July, in the year of
Our Lord Eighteen hundred and thirty six at the
County aforesaid, by their certain ^{Bond or} writing obliga-
tory ~~and with~~ their seals, a duly certified copy whereof
is now here to the Court produced & shown, the date
whereof is the day and year aforesaid, the original being
on file as required by law in the office of the Clerk of
the County Court of the County of Jefferson in the
State of Missouri aforesaid, acknowledged themselves
to be held and firmly bound unto the State of Missouri
in the sum of Two thousand dollars above demand-
ed, to be paid to the said State of Missouri by the said
Johnson H. Alford, Isaac Cadwallader and Bailey

G Martin Which said Bond or Writing Obliga-
tion was made with a certain condition then under-
written: that if the said Johnson H. Alford Admin-
istrator of the estate of Elias Bates deceased should faith-
fully administer said estate, account for, pay and de-
liver all money and property of said estate and per-
form all other things touching said administra-
tion required by law or the order of any Court hav-
ing ~~competent~~ jurisdiction then the above Bond to
be void, otherwise to remain in full force & virtue,
as by said Bond or writing Obligatory and the Condi-
tion thereof will more fully appear.

And the said plaintiff for assigning a breach of
the said Bond or writing Obligatory in fact saith,
that Administration of the estate of the said Elias
Bates deceased, was in due form of law as aforesaid
granted to the said Johnson H. Alford, yet the said
Johnson H. Alford hath not faithfully administered
said estate of said Elias Bates deceased, nor accounted
for, nor paid, nor delivered all money and prop-
erty of said estate, nor performed all other things touch-
ing said administration required by law or the or-
der of any Court having jurisdiction, but hath
~~wholly neglected & refused~~. — And the said plain-
tiff in fact further saith, that the said Elias Bates
deceased, departed this life intestate on the ninth
day of May in the year of our Lord Eighteen hun-
dred and thirty six, leaving behind him a daughter
Bates (since her intermarriage Adeline Alford)
and Maria Bates (now Allen Maria Woodson)
James C Bates in whose relation & to whose use
this suit is commenced, Henry P Bates and Elias
Henry, son of her that was Mary Clarissa Bates,
~~as his heirs & distributees~~. And that the said James

as his heirs and distributees; - and that the said James
Bates in whose relation & to whose use this suit
is commenced, is entitled to one Fifth part of all that
may remain of the estate of the said Elias Bates
deceased after payment of his debts. And the said
plaintiff in fact further saith, that afterwards and
after the administration of the said estate of the said
Elias Bates deceased was so granted as aforesaid to
the said Johnson H. Alford and before the commen-
cement of this suit, to wit, on the Twenty fourth day
of October in the year of Our Lord Eighteen hundred
and thirty six then came across put into the hands
& possession of the said Johnson H. Alford as adminis-
trator as aforesaid, and he the said Johnson H. Alford
did receive as such administrator, to wit, at the
county aforesaid, a Receipt of him the said Johnson
H. Alford given to the said Elias Bates deceased for
a note against and for (General) Augustus Jones, on
which there was a balance due of about Eighteen
hundred fifty dollars - also a note against the
said Johnson H. Alford and one Henry P. Bates
for five thousand dollars payable in one, two, three,
four and five years, from the Tenth day of March
in the year of Our Lord Eighteen hundred thirty
four: ~~also a Receipt from John Hammond~~
~~for one hundred & twenty dollars on a note in~~
~~favor of Henry P. Bates~~ all of which was
property of said estate of said Elias Bates deceased.
yet the said Johnson H. Alford well knowing
the premises hath not, although often requested
to do, paid, nor delivered said property of said estate of
said Elias Bates deceased, nor hath he the said
Johnson H. Alford although often requested as aforesaid

made or caused to be made on Inventory of said
property of said estate of said Elias Bates deceased, nor
hath the said Alford ^{the same} ~~filed~~ nor caused to be ~~filed~~
together with affidavit of him the said Johnson
& Alford thereto as Required by law in the office of
the Clerk of the County Court of the said County of
Jefferson within sixty days after the letters of admin-
istration were granted as aforesaid nor at any other
time before the commencement of this suit, to wit
at the County aforesaid: Nor hath he the said John-
son & Alford, although often Requested so to do
caused the said property to be appraised by three
disinterested householders of the said County of Jefferson
according to the Statute in such case made and
provided: Nor hath he filed or caused to be filed
any appraisement thereof signed by the appraisors
or two of them, together with the affidavits of the
appraisors thereto, in the office of the said Clerk
of the said County Court, within sixty days after
the letters of administration were granted as afore-
said, nor at any other time before the commencement
of this suit to wit at the County aforesaid. And
the said Plaintiff in fact saith that the said
Johnson & Alford, since the said administration
of the Estate of the said Elias Bates deceased, nor
so as aforesaid granted to him the said Alford
tho' often Requested so to do hath not exhibited
a statement of the accounts of his administration
for settlement with proper vouchers to the said County
Court of said County of Jefferson at its first Term
after the end of one year from the date of his letters,
to wit at the County aforesaid: Nor hath the said
Johnson & Alford, at the corresponding Term of said

Court, every year thereafter up to the commencement
of this suit, to wit, at the County aforesaid, exhibited
a statement of the accounts of his administration for
statement with proper vouchers, to the said County
Court of said County of Jefferson the often Requested
as aforesaid. By means ~~whereof~~ of which said premises
of the said breaches of the said condition of the said Bond
or existing obligation so as aforesaid assigned the said
James & Bates hath sustained damage to a large
amount to wit to the amount of two thousand
dollars - whereby an action hath accrued to the said
plaintiff in the relation to the use of the said James
& Bates to have to demand of from the said
defendants the said sum of money above demanded
yet the said defendants at the often requested to do
have not, nor has either of them as yet paid the said
sum of two thousand dollars above demanded or any
part thereof to the said plaintiff, but to pay the same
hath each of them has hitherto wholly neglected &
refused still to respond. To the damage of
the said State of Missouri who is in the rela-
tion to the use of the said James & Bates of
two thousand dollars & therefore she the said plain-
tiff brings her suit to

J. P. K. atty for Pff

Vol 14 652

in fifteen Circumlocution
December Term 1838

Wm L O B ats

Admission to the Court
of the Court of Appeals
at the

This is an Author of the
the Court will please see
himself

of the Court

Filed at the Court 21st 1838

John H. Wheaton

B/E

State of Missouri }
County of Jefferson } ss. In the Jefferson Circuit Court
December Term 1838.

(The State of Missouri who sues in the relation and to the use of James C. Bates an heir and distributee of Elias Bates deceased; complains of Johnson W. Alford, Isaac Cadwallader and Johnson W. Alford Administrator of the Estate of Bailey G. Martin deceased the defendants of a plea that the said Johnson W. Alford Isaac Cadwallader and Johnson W. Alford as administrator of the Estate of said Bailey G. Martin deceased render to the said State of Missouri who sues in the relation and to the use aforesaid the sum of Two Thousand dollars which the said Johnson W. Alford Isaac Cadwallader and the said Johnson W. Alford as administrator of the Estate of the said Bailey G. Martin deceased owe to and unjustly detain from her. For that whereas the said Johnson W. Alford Isaac Cadwallader and Bailey G. Martin deceased in his lifetime, heretofore to wit, on the twenty sixth day of July in the year of our Lord Eighteen hundred and thirty six, at the County of aforesaid by their certain bond or writing obligatory sealed with their seals, a duly certified copy whereof is now here to the Court produced & shown, the date whereof is the day and year aforesaid, the original being on file as required by Law; in the Office of the Clerk of the County Court of the County of Jefferson in the State of Missouri, aforesaid, acknowledged themselves to be held and firmly bound unto the State of Missouri in the sum of Two Thousand dollars above demanded to be paid to the said State of Missouri by the said Johnson W. Alford Isaac Cadwallader, and Bailey G. Martin which said bond or writing obligatory was made with a certain condition thereunder written, that if the said Johnson W. Alford, Administrator of the Estate of Elias

deceased should faithfully administer said Estate account for pay and deliver all money and property of said Estate and perform all other things touching said Administration required by Law or the order of any Court having jurisdiction then the above bond to be void otherwise to remain in full force & virtue as by said Bond or writing obligatory and the condition thereof will fully appear.

And the said Plaintiff for a signing a breach of the said Bond or writing obligatory in part saith, that administration of the Estate of the said Elias Bates deceased was in due form of law as aforesaid granted to the said Johnson W. Afford yet the said Johnson W. Afford hath not faithfully administered said Estate of the said Elias Bates deceased, nor accounted for nor paid nor delivered all money and property of said Estate, nor performed all other things touching said administration required by Law or the order of any Court having jurisdiction but hath wholly neglected and refused, and the said Plaintiff in part further saith that the said Elias Bates deceased departed this life intestate on the ninth day of May in the year of our Lord Eighteen hundred and thirty six, leaving behind him, Adeline Bates (since her marriage Adeline Alford), Ann Maria Bates (now Ann Maria Wood), James C. Bates in whose relation & to whose use this suit is commenced, Henry P. Bates, and Elias Wozey, son of her that was Mary Clarissa Bates as his heirs and distributees and that the said James C. Bates in whose relation and to whose use this suit is commenced is entitled to one fifth part of all that may remain of the Estate of the said Elias Bates deceased after payment of his debts and the said Plaintiff in part further saith that

afterwards and after the administration of the said Estate
of the said Elias Bates deceased was so granted as aforesaid
to the said Johnson W. Afford and before the commencement
of this suit to wit, on the twenty fourth day of October
in the year of our Lord Eighteen hundred and thirty six
there came and was put into the hands & possession of the
said Johnson W. Afford Administrator as aforesaid
and he the said Johnson W. Afford did receive as such
administrator to wit at the County aforesaid a receipt
of him the said Johnson W. Afford, given to the said
Elias Bates deceased for a note against & upon General
Augustus Jones, on which there was a balance due of
about eighteen hundred and fifty dollars, also a
note against the said Johnson W. Afford and one
Henry P. Bates, for five thousand dollars payable in
one, two, three, four, and a five years from the tenth
day of March in the year of our Lord Eighteen
hundred and thirty four, also a receipt from John
Wammona for one hundred and twenty dollars on a
note in favor of Nancy Wammona, all of which was
property of said Estate of said Elias Bates deceased
yet the said Johnson W. Afford well knowing the
premises hath not although often requested so to do
paid nor delivered said property of said Estate of
said Elias Bates deceased, nor hath he the said
Johnson W. Afford although often requested as aforesaid
made or caused to be made an inventory of said Estate
property of said Estate of said Elias Bates deceased,
nor hath the said Afford filed, nor caused to be filed
the same, together with affidavit of him the said
Johnson W. Afford thereto as required by Law, in the
Office of the Clerk of the County Court of the said County
of Jefferson within sixty days after the letters of

Administration were granted as aforesaid nor at any other time before the commencement of this suit to wit at the County aforesaid. Nor hath he the said Johnson McAlford although often requested so to do, caused the said property to be appraised by three disinterested householders of the said County of Jefferson according to the Statute in such case made and provided. Nor hath he filed nor caused to be filed any appraisement thereof signed by the appraisers or two of them together with the affidavits of the appraisers thereto in the Office of the said Clerk of the said County Court within sixty days after the letters of administration were granted as aforesaid nor at any other time before the commencement of this suit to wit at the County aforesaid. And the said Plaintiff in fact saith that the said Johnson McAlford since the said Administration of the Estate of the said Elias Bates deceased was so as aforesaid granted to him the said McAlford, tho often requested so to do hath not exhibited a Statement of the accounts of his Administration for settlement with proper vouchers to the said County Court of Jefferson at its first term after the end of one year from the date of his letters to wit at the County aforesaid. Nor hath he the said Johnson McAlford at the corresponding Term of said Court every year thereafter up to the commencement of this suit to wit, at the County aforesaid exhibited a Statement of the accounts of his Administration for settlement with proper vouchers to the said County Court of said County of Jefferson tho often requested so to do as aforesaid. By means of which said premises and of the said breaches of the said Condition

of the said Bond or writing obligatory, so as aforesaid assigned the said James C. Bates hath sustained damage to a large amount to wit to the amount of two thousand dollars, whereby an action hath accrued to the said Plaintiff in the relation and to the use of the said James C. Bates to have and to demand of and from the said defendants the said sum of money above demanded, yet the said defendants at the often requested to do, have not. Nor has either of them paid the said sum of two thousand dollars above demanded or any part thereof, to the said plaintiff but to pay the same, have and each of them has hitherto wholly neglected and refused & still do neglect and refuse, to the damage of the said State of Missouri who uses in the relation & to the use of the said James C. Bates of two thousand dollars & therefore she the said plaintiff brings her suit &c. J. D. K. Atty for Plff

County of Jefferson SS. The State of Missouri to the Sheriff of Jefferson County greeting. We command you that you summon Johnson W. K. Ford (Administrator of the Estate of Elias Bates deceased) Isaac Radwaller & Johnson W. K. Ford adm of the Estate of Bailey S. Martin deceased that they be and appear before the Judge of our Circuit Court at a Court to be held in the Town of Mercuranum on the second Monday of December next, then and there to answer the complaint of the State of Missouri, who uses in the relation & to the use of James C. Bates, a copy of whose declaration is hereto attached and have you then there this writ. Witness John G. Mathew Clerk of our said Circuit Court at Office this 21st day of November in the year 1838
John G. Mathew

The within note not served for want of Time December
the 5th 1838

John Hammond Sheriff

In Jefferson Court
December Term 1838
Attorney of Missouri vs of
James & Bates }
vs }
Johnson & Hoffman
Isaac Cadwallader &
Johnson & Hoffman & James
of Bailey & Co. Martin

Filed Dec 8th 1838

Matthew D. K.

State of Missouri ss: In the Jefferson County Circuit Court
County of Jefferson } April Term 1839.

The State of Missouri who sues in the relation and to the use of James C Bates, an heir and distributee of Elias Bates deceased, complains of Johnson H. Alfara, Isaac Cadwallader, and Johnson H. Alfara administrator of ^{the estate of} Bailey G. Martin deceased the defendants of a plea, that Johnson H. Alfara, Isaac Cadwallader, and Johnson H. Alfara as administrator of the Estate of said Bailey G. Martin, deceased render to the said State of Missouri who sues in the relation and to the use aforesaid the sum of two thousand dollars which the said Johnson H. Alfara, Isaac Cadwallader, and the said Johnson H. Alfara as administrator of the Estate of the said Bailey G. Martin deceased owe to and unjustly detain from her. For that whereas the said Johnson H. Alfara, Isaac Cadwallader and Bailey G. Martin deceased in his lifetime, heretofore to wit on the twenty sixth day of July in the year of our Lord eighteen hundred and thirty six, at the County aforesaid by their certain bond or writing obligatory sealed with their seals a duly certified copy whereof is now here to the Court, when produced, the date whereof is the day and year aforesaid. The Original being on file as required by law in the Office of the Clerk of the County Court of the County of Jefferson in the State of Missouri aforesaid, acknowledge themselves to be held and firmly bound unto the State of Missouri in the sum of two thousand dollars above demanded to be paid to the said State of Missouri, by the said Johnson H. Alfara, Isaac Cadwallader, and Bailey G. Martin, which said bond or writing obligatory was made with a certain condition thereunder written, that if the said Johnson H. Alfara administrator of the Estate of Elias Bates deceased, should faithfully administer said Estate, account for, pay and deliver all money and property of said Estate, and perform all other things touching said Administration, required by law or the order of any Court having jurisdiction, then the above obligation or bond to be void, otherwise to remain

in full force and virtue, as by the said bond or writing obligatory and the condition thereto will more fully appear.

And the said Plaintiff for assigning a breach of the said bond or writing obligatory in part saith that administration of the Estate of the said Elias Bates deceased was in due form of Law as aforesaid granted to the said Johnson W. Alford yet the said Johnson W. Alford hath not faithfully administered said Estate of the said Elias Bates deceased, nor accounted for, nor paid, nor delivered all money and property of said estate, nor performed all other things touching said administration, required by law or the order of any Court having jurisdiction, but hath wholly neglected and refused and the said Plaintiff in part further saith, that the said Elias Bates deceased departed this life intestate on the ninth day of May in the year of our Lord eighteen hundred and thirty six, leaving behind him, Adeline Bates, (since her marriage Adeline Alford) Ann Maria Bates (now Ann Maria Woodson) James C Bates in whose relation and to whose use this suit is commenced, Henry P Bates and Elias Money son of her that was Mary Clarissa Bates, as his heirs and distributees, and that the said James C Bates in whose relation and to whose use this suit is commenced is entitled to one fifth part of all that may remain of the Estate of the said Elias Bates deceased after payment of his debts and the said Plaintiff in part further saith that afterwards and after the administration of the said Estate of the said Elias Bates deceased was so granted as aforesaid to the said Johnson W. Alford and before the commencement of this suit to wit on the twenty fourth day of October in the year of our Lord eighteen hundred and thirty six there came and was put into the hands & possession of the said Johnson W. Alford administrator as aforesaid, and he the said Johnson W. Alford did receive as such administrator

to wit at the County aforesaid, a receipt of him the said Johnson
W. Alford given to the said Elias Bates deceased for a note
against and upon General Augustus Jones, on which there was
a balance due of about eighteen hundred dollars and fifty
dollars, also a note against the said Johnson W. Alford and
one Henry P. Bates for five thousand dollars, payable in
one, two, three, four, and five years, from the tenth day of
March in the year of our Lord eighteen hundred and
thirty four, also a receipt from John Wammuna for
one hundred and twenty dollars on a note in favor of
Nancy Wammuna all of which was property of said estate
of said Elias Bates deceased, yet the said Johnson W. Alford
well knowing the premises hath not although often requested
so to do paid nor delivered said property of said estate of said
Estate of said Elias Bates deceased, nor hath he the said
Johnson W. Alford although often requested so to do as
aforesaid made or caused to be made an inventory of said
estate property of said Estate of said Elias Bates deceased
nor hath the said Johnson W. Alford filed nor caused
to be filed the same together with affidavits of him the said
Johnson W. Alford thereto as required by law in the Office of the
Clerk of the County Court of the said County of Jefferson, within
sixty days after the letters of Administration were granted
as aforesaid nor at any other time before the commencement
of this suit to wit at the County aforesaid, Nor hath he
the said Johnson W. Alford although often requested so to do
caused the said property to be appraised by three disinter-
ested householders of the said County of Jefferson according
to ~~the~~ the Statute in such cases made and provided
Nor hath he filed nor caused to be filed any appraisement
thereof signed by the appraisers or two of them together with
the affidavits of the appraisers thereto in the Office of the
said Clerk of the said County Court, within sixty days

the letters of Administration were granted as aforesaid nor at any other time before the commencement of this suit, to wit at the County aforesaid, And the said Plaintiff in fact saith, that the said Johnson H. Alford, since the said Administration of the Estate of the said Elias Bates deceased was so as aforesaid granted to him the said Alford tho often requested so to do, hath not exhibited a Statement of the accounts of his administration for settlement with proper vouchers to the said County Court of Jefferson at its first term after the end of one year from the date of his letters to wit at the County aforesaid, nor hath he the said Johnson H. Alford at the corresponding term of said Court every year thereafter up to the commencement of this suit to wit at the County aforesaid, exhibited a Statement of the accounts of his administration for settlement with proper vouchers to the said County Court of said County of Jefferson to often requested so to do as aforesaid. By means of which said premises and of the said breaches of the said constitution of the said Bond or writing obligatory so as aforesaid signed the said James C. Bates hath sustained damage to ^{in charges} ~~the~~ ^{the} ~~plaintiff~~, to wit to the amount of two thousand dollars, whereby an action hath accrued to the said Plaintiff in the relation and to the use of the said James C. Bates to have and to demand of and from the said defendants the said sum of money above demanded or any part thereof, to the said plaintiff but to pay the same have and each of them has hitherto wholly neglected and refused & still do neglect and refuse, to the damage of the said State of Missouri who sues in the relation and to the use of the said James C. Bates of two thousand dollars & therefore she the said plaintiff brings her suit &c
J Polk Atty for Plff.

County of Jefferson &c

The State of Missouri
To the Sheriff of Jefferson County—Greeting.

We command you that you
summon Johnson H. Alford, Isaac Cadwallader
and Johnson H. Alford administrators of Bailey
G. Martin, that they be and appear before the Judge
of our Circuit Court at a Court to be held at the
Town of Mercuraneum in and for said County
on the second Monday in April next. then and
there to answer the complaint of the State of Missouri
who sues in the relations and to the use of James C. Bates
in an action of debt, a copy of whose declaration is
hereto attached, and have you then there this writ.

Witness John H. Mathews Clerk
of our said Circuit Court at Office
in Mercuraneum the seventeenth
day of January in the year of our
Lord Eighteen hundred thirty nine

M. H. Mathews, Clerk

I executed this writ By Reading the within ~~write~~
write and Declaration in the presence and hearing
of Isaac Cadwallader on the 26th day of February 1839

On the Johnson & Alfred ~~as administrator of the Estate of James C. Bates~~
his presence and hearing on the 4th day of ~~February~~ March 1839
on Johnson & Alfred administrator of Bailey G. Martin
Estate By Reading the within write and Declaration
in his presence and hearing on the 4th day of ~~February~~ March 1839
John Hammond Sheriff

In Office of Clerk
April Term 1839.

~~~~~  
The State of Missouri  
vs James C. Bates

vs James C. Bates

Johnson & Alfred

vs Isaac Cadwallader &

Johnson & Alfred

vs Bailey G. Martin deceased

~~~~~  
Action of Debt.

damages \$2,000.00

~~~~~  
Filed March 5<sup>th</sup> 1839

M. W. C. Weathered  
Clerk

Johnston & Alfred. Isaac  
Barnwell, & John Johnston  
Alfred Johnston & Barclay  
All other do,

at

State of Missouri for use  
of James C. Bates

action of debt

Jefferson Circuit Court

April term 1839

The defendants come  
and defend the wrong and saying within the said say  
that the said declaration and the matters therein  
contained, are untrue and from as above stated  
and set forth, are not right each in law for  
the said plaintiff to have and maintain his action  
against them the said defendants, and  
that they are not bound by the laws of this  
land to answer the same; and this they are  
willing to verify, wherefore he  
seeks for a

Alfred & Co  
at New  
Haven for use  
of the boats

Chicago Spring 9<sup>th</sup>  
1839  
Matthew  
Bell

State of Missouri case  
of James C. Bates  
Edmond H. Alford  
Isaac Cadwallader

And now at this day come  
the parties aforesaid by their respective attorneys  
and therefore it is agreed between them that  
cases & the matters in dispute therein between  
the parties aforesaid be referred to the arbitrament  
of Charles S. Rankin, John S. Mathews & Larson  
Colley as referees - and therefore it is ordered  
by the court that the same be so referred as  
aforesaid to the arbitrament of the above  
named Rankin, Mathews & Colley as referees  
as aforesaid and that they make a report of  
their doings as such referees to this court at its  
next term

Richard H Hill

vs

Lee Mann Drennon

And said Defendant comes & says that  
said plaintiff ought to be barred  
from having & maintaining his said  
action because he says that at the  
time of making said deed to said  
plaintiff he had a good & indefeasible  
estate in fee simple in the land in  
said deed mentioned & conveyed &  
of this he puts himself upon the country

Filed

Deputy

Deputy

Deputy

Filed Aug 17 1839

Wm. H. Drennon

State of Missouri }  
County of Jefferson }

The undersigned arbitrators appointed by the Honorable the Circuit Court of the County of Jefferson at its last August Term on a matter of controversy between the State of Missouri who sues in the relation and to the use of James C Bates plaintiff against Johnson W Alford Isaac Cadwallader and Johnson W Alford administrator of Bailey G Martin make the following report to wit. — That in discharge of the duty imposed on them, they met on the said Arbitration on the twenty first day of November 1839 at the Clerks Office in Merculaneum, both parties being present by James C Bates plaintiff and Johnson W Alford on the part of the defendants. The said Arbitrators after having been duly sworn by John Geiger Esq (whose certificate is herewith presented) proceeded to business. — They then took the declaration of the plaintiff and considered the allegations therein contained. The first allegation was in substance, that the said Johnson W Alford had failed to discharge his duties as administrator of the Estate of Elias Bates deceased. The said plaintiff in support of said allegation produced the receipt of the said Johnson W Alford for a note against General Augustus Jones for the sum of \$1850 — also a note given the said Elias Bates deceased by the said Johnson W Alford and Henry P Bates dated the 10<sup>th</sup> day of March 1834 for the sum of five thousand dollars payable in one, two, three, four and five years. — also the Receipt of John Hammond for the sum of \$120 — paid him on a note due his mother Mrs M Hammond. The said Arbitrators then had reference to the Books & papers filed in the Office of the Clerk of the County Court and on examination find the said allegation true in this that the said Administrator had not filed an Inventory of the above papers belonging to the said Estate. The second allegation considered was the note against Augustus Jones. Upon an examination the said arbitrators found that said W Alford administrator had made

a report to the County Court when petitioning for the sale of Real Estate, in which he stated having a claim in his hands against Augustus Jones, amounting to about \$1100. The said administrator now produced a statement of a settlement made by him as agent of said Elias Bates deceased during his life time, with said Augustus Jones, by which statement it appears that said debt was reduced down to One thousand dollars, on which suit was commenced. Judgment obtained, and the sum of 1043 $\frac{3}{4}$  dollars made, and the said Plaintiff James B Bates being willing to admit the truth of the above statement, the same is considered by the arbitrators to be correct.

The third allegation considered was, respecting the notes given the said Elias Bates during his life time by Johnson W. Alford and Henry P. Bates for the sum of \$3000. as aforesaid.

The said defendant admitted the possession of, and produced the said notes for the sum of five thousand dollars, all due the 10<sup>th</sup> day of March last past, he then produced in bar of and set off against said notes, an open account of him the said Johnson W. Alford and Henry P. Bates doing business under the firm of Bates and Alford for the sum of five thousand and fifty seven dollars. The said account was composed of charges of various kinds, the greater part being for cash paid out on account of said Bates deceased during his life time. The said Arbitrators did not consider themselves entitled to allow said open account in bar of said notes although the said items charged may have all been correct, they considered the said account should have been settled before the County Court.

The fourth Allegation considered was, The Receipt given said B. Bates deceased by John Hammond for \$120—

The arbitrators from facts known to two of them consider the same as nothing but a receipt for money paid in bar of a debt due Mrs. Ann Hammond.

The said Arbitrators find on an examination of the accounts of the said Johnson W. Alford, administrator of the Estate

of the said Elias Bates deceased, filed in the Office of the Clerk of the County Court, that an appraisement list was duly made and filed, according to Law of personal property. That an inventory was filed by said administrator of the Books, papers, and evidences of debts due the said Estate amounting to the sum of nine hundred and fifteen dollars and fifty cents. that said inventory was signed by two householders appointed to assist him the said administrator in an examination of the books and papers. but that said inventory contained no affidavit of him the said administrator as required by Law. This they suppose was owing to remissness on the part of the Clerk in not informing the said administrator that such affidavit was required. That said administrator returned an account of the sales of personal property amounting to the sum of sixty six dollars eighty eight cents. but said account did not contain a list of the articles sold, and certificate of a clerk of the sale as required by Law.

The said arbitrators having examined the accounts of the administration of said Estate in the County Court to the books of which they had reference find he is charged with debits and credits as follows,

|                                                    |                  |
|----------------------------------------------------|------------------|
| Dr To Amount of debts and evidences of debts filed | \$915.50         |
| " " Amount collected from Joseph Evans             | 180.74           |
| " " Amount of sales list of personal Estate        | 88.88            |
| " " Amount received from sales of Real Estate      | 500.00           |
|                                                    | <u>\$1643.32</u> |

Making in the aggregate the sum of \$1643.<sup>32</sup>/<sub>100</sub>

Cr By amount of disbursements per vouchers allowed \$535.

There are also allowances against said Estate }  
yet unpaid amounting to the sum of \$1076.05 1611.05  
leaving chargeable to the administrator the sum \$32.27  
To which is to be added the amount from A Jones 1043.00  
Also the amount of note due by Bates & Alford 5000.00  
Making in the aggregate that the said administrator is accountable for over and above all

all the present allowances against said estate the sum of six thousand, seventy five dollars and twenty seven cents,

In conclusion the said arbitrators consider that as there is an unsettled account of said administrator of the firm of Bates and Alfond against said Estate amounting to the sum of five thousand and fifty seven dollars and as considerable of the amount in the first item charged against said administrator (to wit, the sum of nine hundred and fifteen dollars and fifty cents.) cannot be collected, there is nothing due the said plaintiff James C Bates at present from the said Estate, and do not therefore award him any damages. They also think proper to leave the costs in the whole proceedings to the judgment of the Court.

All of which is respectfully submitted.

Witness for

Wm. L. Cook &

Geo. S. Mathews,

John A. Burin

P. Cook

or to Rankin

A. S. Rankin  
Geo. J. Mathews,  
Samuel Cook

Arbitrators

State of Missouri County of Jefferson

Be it remembered that on this twenty first  
day of November in the year of our Lord one  
thousand eight hundred and thirty nine before  
the undersigned a Justice of the peace within  
and for said County, personally appeared  
Lawson Cooky, Charles F. Rankin and John  
J. Matthews, arbitrators appointed by the Hon  
the Circuit Court of the County aforesaid at  
its last August term, and being duly sworn  
upon their oaths, do say, that as arbitrators as  
aforesaid appointed in the case of the State of  
Missouri to and for the use of James C. Bates  
against Johnson W. Alford, Isaac Cadwallader  
and Johnson W. Alford Administrators of Bailey  
G. Martin, they will faithfully and fairly hear  
and examine the matter in controversy, and  
make a just award according to the best of their  
understanding.

Sworn and subscribed  
before me the date above  
written John Guiger Justice  
of the Peace

Lawson Cooky  
C. F. Rankin

John J. Matthews

Stephen Vincent Brent  
December Term 1839

State vs. H. Bates

vs

Alfred & others

Report of Arbitration.

Filed Dec 9<sup>th</sup> 1839.

Wm. M. Bates  
Att. Gen.

COUNTY OF JEFFERSON, SOY.  
THE STATE OF MISSOURI,

To the Sheriff of

County, St. Louis;

YOU are hereby commanded to summon

Francis, et al one and  
Charles, et al another  
McCook, et al another

You are hereby commanded

that, setting aside all manner of excuse and delay, he be and appear in proper person before the Judge of our Circuit Court, on the fifteenth day of March next at the town of Wentworth then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein the State one of James B. Bates is plaintiff, and Robert McMillan et al are defendants; on the part of the plaintiffs; and have you then there this writ.

WITNESS, JOHN S. MATHEWS, Clerk of our said Circuit Court,  
at the town of Wentworth this first  
day of March in the year of our Lord one thousand eight  
hundred and ninety one

John S. Mathews Clerk.

I executed this writ on Moses Austin  
by reading it in his hearing on the first day  
of March 1841 also on Geo Rankin &  
Francis Meneau by reading it in their  
hearing on the 6<sup>th</sup> day of March 1841

Mark M. B. Sheriff

fee \$1.50

John W. B. Count  
March 1841

Francis M. B. Bates

no

John W. B. Bates

cost for printing

Francis Meneau

W. J. Rankin

Moses Austin

15<sup>th</sup> March

March 15<sup>th</sup> 1841

W. J. Rankin

W. J.

State of Missouri  
at the Relation of J C Bates

vs  
Johnson H Alfred Adams &  
and others

The plaintiff in said cause moves the  
court to set aside the award of the arbitra-  
tors in said cause, <sup>and refer the same back to the same arbitrators.</sup> for the following reasons

1<sup>st</sup> Because there have been no steps taken  
to confirm the award and have the same  
become the judgment of the court for more  
than one year from the publication of  
the award

2<sup>d</sup> Because the final conclusion of the arbitra-  
tors is not in accordance with the facts  
found by them and embodied in the award

3<sup>d</sup> Because the ~~judgment~~ conclusions of law  
of the said arbitrators are erroneous and  
are <sup>not</sup> warranted by the facts found by the said  
arbitrators

Polk & Finsell  
for plffs

That at the  
Relation of B. Bates

as

J. M. Alfred Adam  
& others

Motion to set  
aside verdict and  
refer the same back

Filed Mar 18 1881

Wm. B. Watson  
Att'y

State of Mississippi at  
the relation of Jos. C. Bates

vs  
Johnson H. Alfred &  
Isaac Bradwelder

The said plaintiff by his attorney here  
moves the court for leave to enter a non  
pross as to the breaches assigned in said  
declaration for the non payment of  
money and property ~~over to the distributees~~  
~~of said estate~~ which may have come into his  
hands or with which he may have been  
properly chargeable as administrator over  
to the distributees of said estate.

Polk & Foyell Attys

For B. Mac

to

J. M. Clifford & Co

March

Filed March 20<sup>th</sup> 1841

Wm. M. H. Reed  
Clerk

State to me &

J. H. Alfred shall

In Circuit  
Court  
March Term 1841

Be it remembered that the plaintiff  
in the above cause filed therein dur-  
ing the present term the following motion  
in writing in the words and figures  
following to wit (here insert it)

the said caused therein referred  
to being in the words and figures  
following (here insert the record  
made in this cause) which  
motion was sustained by the  
court, to which decision of  
the court the defendants submit  
and accept, and pray the same  
to be signed read and made  
a part of the record of this case  
by the court which is done accor-  
dingly

David Stinger (Seal)

State of New York  
County of Westchester  
Alfred St. John

John W. Beach, Jr. 1841  
Wm. W. Beach, Jr.  
Wm.

We the undersigned referees duly appointed  
by the Circuit Court of Jefferson County  
to settle certain matters in controversy in  
a case wherein the State of Missouri at  
the notation and for the use of James C  
Bates against Johnson & Alford and his  
successors as administrators of the estate of  
Olin Bates late of the County of Jefferson  
deceased, having made an award on the twenty  
first day of November 1839 which was again  
referred back to the ~~last term~~ <sup>at the last term of the Circuit Court of Jefferson County</sup> of the same ~~and~~ <sup>and</sup> referees for  
the purpose of amending the same and  
making it to accord with their views at the  
time they made the same ~~at the last Term~~  
~~of the Circuit Court of said County~~, would  
amend and alter their ~~award~~ <sup>award</sup> ~~proceed~~ <sup>proceed</sup> award by  
giving the plaintiff execution for one cent  
out of the penalty of the bond, and costs of suit  
for breaches of the condition of said bond specified  
in the plaintiff's declaration and upon which no  
non pros has been entered. and they would not  
alter <sup>or amend</sup> their award in any other particular.

Witness

Samuel Whitbeck

C. S. Rankin  
Geo. H. Mathews  
J. N. Cooley.

Referees.

W. B. Bates

John or H. A. Forsythe

Greenwich May 17<sup>th</sup> 1841

Mrs. C. Westcott  
St. Louis Mo

In the foregoing case a judgment was rendered on  
the 19<sup>th</sup> day of July in favor of the plaintiff for one cent  
damages and costs. Book 2 page 368

Wm. J. Wheatrees Clerk