

Jefferson County Circuit Court
Case Files - Civil
May 1844

Folder 1 of 3

Box 6 Folder 63

Coolley, Lawson

Henry, Aaron

vs.

Bates, James C.

Honey, Elias F.

Alford, Johnson H.

Bates, Henry P., et al

Injunction

Other defendants Ann Maria Woodson, Charles
S. Rankin, Isaac Cadwallader; enjoin judgments
involving estate of Elias Bates; includes
Commissioners' report and copies of settlements
and other records from Bates' estate file;
Sale of shot tower in Herculaneum

State of Missouri }
Jefferson County } Set

To the Honourable The Judge of the Circuit
Court of Jefferson County in Chancery sitting.

The bill of complaint of Lawson Cooley and
Samuel Henry exhibited against James C. Bates, Elias F.
Honey who is the sole heir of John H. Honey and Mary C
Honey who was, before her intermarriage, Mary C Bates, the
daughter of Elias Bates deceased. The said Elias F. Honey
Ann Mariak Woodson formerly Ann Mariak Bates widow of Samuel Woodson
being now a resident of Mobile Alabama, Henry P. Bates
of St Louis County Missouri, James C. Bates of Missouri Jef-
ferson County Johnson A. Alfond administrator of the
Estate of Elias Bates deceased, and as administrator
of the Estate of Bailey G. Martin deceased and in his
own right, Adeline Alfond wife the said Johnson. A. Alfond
(and ^{who} was formerly Adeline Bates the daughter of the said
Elias Bates ~~and~~ and Isaac Cadwallader & Co S Rankin
a ~~unr of J. H. Honey deceased~~
Your orators humbly complaining beg leave
respectfully to represent. That a certain Elias Bates of the
County of Jefferson and State of Missouri departed this
life some in the year 1836 in the said County of Jeffers-
on leaving five children to wit James C. Bates Henry P.
Bates, Mary C. Bates who intermarried with John H. Honey
(both of whom have since died leaving Elias F. Honey
their only legal and representative, and C. S. Rankin
qualified as administrator on the said Estate of John H.
Honey) Ann Mariak Woodson formerly Ann Mariak Bates
and the widow and relict of Samuel Woodson de-
ceased. and Adeline ~~H. Alfond~~ Formerly Adeline Bates
who intermarried with the said Johnson A. Alfond. On the 16th
of May 1836. The said Johnson A. Alfond applied to Henry
P. Bates who was at that time the clerk of the County
Court of Jefferson County for letters of administration on
the estate of the said Elias Bates. and executed his bond

with Bailey & Martin. and Isaac Cadwallader as his securities for the faithful performance of his duties as the administrator of the aforesaid estate, according to Law. The penalty of this bond your orators are advised, and they believe was two thousand dollars. On the 14th of October 1836. C.S. Rankin Francis Meneau and, F. Gallatin. returned to the County Court of Jefferson an appraisement of the personal property a copy of which is herewith exhibited with this bill marked (No. 1.) and is prayed to be taken and considered as part thereof. By which report it appears, that the personal estate was valued at \$86:50. On the 24th of April 1838 the administrator made his first annual settlement before the County Court of Jefferson, by which settlement it would seem that he had received of the sale list the sum of \$66:88. and from other sources \$160:94. making in the whole the sum of \$227:82 out of which sum he had disbursed in payment of the debts due from the estate of the said Elias Bates his intestate the sum of \$185: leaving a balance in the hands of the administrator of \$42:82. due to the estate according to that settlement. A copy of which is also herewith exhibited, and prayed to be taken and considered as a part of this bill. marked (No 2). This latter sum was carried into the succeeding settlement which took place on the 23rd of July 1839 which balance of \$42:82. together with the sum of \$500 received by the administrator, of Daniel Dunklin for the sale of the real estate belonging to the intestate's estate made in virtue of an order from the County Court of Jefferson, at the instance of the said administrator, and which land was purchased by the said Daniel Dunklin made the sum of \$542:82 out of which he disbursed to different individuals various sums making in the aggregate the sum of \$350 leaving a balance due to the estate then in the hands

of the said Johnson & Alford the sum of \$192.82. which will more fully appear by reference to the settlement a copy of which is herewith likewise exhibited and prayed to be taken as part of this bill marked (to 3).

Before this latter settlement, in July 1839, the administrator had filed his application by way of petition in the County Court of Jefferson and had exhibited therewith a statement under oath showing the amount and character of the outstanding debts due to the estate, and the amount of liabilities against the estate together with the amount of assets in the hands of the administrator on the 24th of April 1838 at which time the petition was filed, the object of which was to obtain an order for the sale of the real estate with a view to the payment of the debts. Particular reference is prayed to be made to that petition because your orators regard it as important to the further illustration of this cause. It was made under oath, the truth of it has never been contradicted, the County Court were so well convinced of the justice and propriety of the application that they directed the sale of the ~~personal~~ real estate to pay the debts due from the intestates estate and to the payment of which the personally and other available effects of the estate were inadequate, doubly. A copy of this petition and order of sale are herewith filed marked (to 4) and prayed to be taken and considered as a part of this bill.

Before the filing of this petition just mentioned the administrator had filed with the clerk of the County Court & that was upon the files of his office a statement of notes & Book accounts and other evidences of debt & properly belonging to the estate of Elias Bates deceased taken at Herulanne August 30th 1836 and duly certified. The court is also referred to this paper marked (to 5) and prayed to consider it as part of this bill - Many of debts mentioned in that

were not, and could ^{not} be made available as ~~the~~ your orators
are advised and believe and as they think they will hereaf-
ter show. The aggregate amount of the said the said statement
is \$915.50 upon paper but the actual available effects resulting
from that source is much less to wit the sum of \$

Your orators beg leave moreover to state, that, before the last
mentioned settlement, which took place on the 23rd of July 1839:
before the Justices of the Peace of the County Court of Jefferson
and shortly after the first annual settlement, which took place
on the 24th of April 1838, before the then Justices of the peace
of the County Court of Jefferson County, and at which said time
and place the administrator filed his petition for a sale of the
real estate belonging to the intestate under the provisions of the
act of Assembly, James C. Bates instituted a suit in the name
of the State of Missouri in his relation and for his benefit and
use against Johnson. H. Alford Isaac Cadwallader who was
his surviving security upon the administration bond. The de-
claration which seems to have been filed according to the enow-
ment of the clerk on the back thereof on the 21st of November
1838 alleges a variety of breaches of the conditions of the said
administration bond. Among the breaches alleged, after an al-
legation alleging a general breach of the conditions of the bond
the plaintiff proceeds to charge a variety of particular breaches
Among the rest he charges after administration on the estate of
the said Elias Bates was granted to the said Johnson H. Alford
and before the commencement of his suit on the twenty fourth
day of October in the year of our Lord one thousand eight
hundred and thirty six there was put into the hands of the
said administrator as administrator, a receipt which he the
said Johnson H. Alford had executed to the said Elias Bates
in his life time for a note upon and against one General
Augustus Jones, which Bates, had put into the hands of the
said Alford, in his life time, and upon which note there

was a balance due of about eighteen hundred and fifty dollars
and also a note against the said Johnson, H. Alford and
one Henry, P. Bates payable in one, two, three, four, and five years
for the sum of five thousand dollars, the time of payment to
be estimated from the tenth of March in the year of our
Lord eighteen hundred and thirty four. all of which he charged
was the of the estate of the said Intestate. He further alleged
the said administrator had not made and filed a proper inven-
tory with the proper affidavit: that he had not caused an
appraisement of the estate to be made and returned with
the affidavit of the appraisers sixty days after letters of admin-
istration had been granted: that he had not exhibited a
settlement of his accounts annually as required by law, be-
fore the County Court of Jefferson County. At the December
Term of the Circuit Court for the County of Jefferson
^{in 1838} another declaration was filed only variant from the first
in this that Johnson & Alford was embraced in that as the
the administrator of Bailey S. Martin deceased, as well as
the administrator of Elias Bates deceased: there no or very
little variation in the apportionment of the breaches of the ad-
ministration bond and the apportionment of the breaches in
the first declaration filed. At the April term of the said
Court for Jefferson County held in 1839. another declaration is
filed in all respects your orators believe like the first one. In the
progress of this cause the steps which were taken will be more
fully seen by the Court upon an inspection of the record
itself to which ^{reference} is here had an attested copy of which is
here with exhibited as a part of this bill marked (A to D)
It will be seen upon the inspection of the said record that
at the August term of the Circuit Court of Jefferson
County the parties by their attorneys reference all their matters
in controversy to the arbitrament of Charles S. Rankin, John
S. Mathews and Lawson Cobly. and thereupon the same

was referred. The said arbitrators met, at Aerculamen in the County of Jefferson at the then clerk's office of Jefferson County, both the plaintiff and the defendant ^{Johnson & Alfords} ~~James C. Bates~~ being present, they proceeded to examine the various matters in controversy between them and make up their award between the parties. On the 9th of December 1839. The arbitrators file their award from which it appears that the failure to make an inventory of Jones' bond, of Hammocks net and of Alford & Bates' bond was, true, as charged in the declaration, ⁱⁿ relation to Jones' Bond it was admitted by James C. Bates that Johnson & Alfords, had received that bond in the life time of the intestate for the purpose of a settlement with Jones, which was effected in the life time of the said intestate. The result of this settlement, was that the original note which purported to be for eighteen ^{hundred} and fifty dollars was reduced to eleven hundred dollars. After the death of Bates, the intestate, Alfords brought suit on the bond against Jones and obtained a judgement against him, but of that judgement the administrator realized only the sum of one thousand and forty three dollars, making a difference of \$807 between the amount with which the said James C. Bates sought to charge the administrator and the amount with which he knew he ought to, really, be charged, according to his own admissions before the referees.

In reference to the debt due from Alfords & Bates to the intestate's estate the referees report that debt amounting to \$5000 consisted of notes executed by Alfords & Bates to Elias Bates in his life time, the possession of the notes by the administrator was, by him, admitted. This note was payable in five equal annual instalments, the last of which due on the 10th of March 1839. The administrator produced the notes, and exhibited before the referees the accounts of Alfords & Bates who were partners, trading under the firm and style of ^{Bates & Alfords} ~~Alfords & Bates~~

against Elias Bates amounting to \$5057. This account commenced on the 8th of December 1834. and ended on the 30th of April 1836. A more particular account of the origin and character of this debt and its payment will be given hereafter in the sequel of this bill. The referees report that they did not consider themselves authorized to allow this office, because they supposed that altho the account was correct, yet it ought to have been settled before the County Court.

They also found all the accounts of the administrator on the estate of the Intestate regularly filed in the County Court's clerk's office of Jefferson County and by that County Court settled. They found also the appraisement list regularly made and filed according to law. The Inventory of the personal property also filed. That an inventory of the book accounts, papers, and other evidences of debt due to the estate amounting to \$915:50 the said inventory was signed by two housekeepers appointed to assist him in examining the books & papers belonging to the Estate. The inventory did not contain an affidavit of the administrator as required by law. This however they ascribed to remissness on the part of the clerk in not advising him of his duty. There was returned an account of sales of the personal property amounting \$66:88. but this sale did not contain a list of the articles sold and the certificate of the clerk.

The arbitrators report that they then examined the accounts and the stood thus.

Dr To amount of debt and evidence of debt	\$915:50
amt collected from Jos Evans.	160:74.
amt of sale list.	66:88
amt received for the sale of Land.	500:00
Whole amt of appts collected & not coll. \$.	1643:32
Or By amt of vouchers filed allowed \$	535:00
Amount due the Estate.	\$1108:32
Or By amount due from the Estate	\$1076:05

over

over

Amt due the Estate in the hands of admin.	\$ 32: 27.
Amount of Jones debt	\$ 1043: 00
Amt of Alfond & Bates note	5000: 00
Amount at that time to be accounted for by admin.	\$ 6075: 27

In conclusion the said arbitrators report that they concurred. There was an unsettled account of the firm of ^{Bates & Alfond} ~~Alfond & Bates~~ against the estate of the Intestate amounting to the sum of of \$5057 and that much of the Inventory of \$915^{was} ^{not} ~~was~~ and could not be collected and they therefore reported that the Plaintiff James C Bates^{was} entitled to receive nothing from the estate. At the instance of the Plaintiff James C Bates the subject in controversy was referred back again to the same arbitrators, who on the 1st of May 1841 filed another report by which they gave to this same Plaintiff one cent damages. On the 20th of March 1841 he moved the Court for leave to enter a non pros as to the ^{some of the} breaches alleged in his declaration, and leave was given your orators suppose, and Judgement was rendered on the 19th of July 1841 for one cent damages and for costs.

Notwithstanding this controversy was pending in the Circuit Court of Jefferson County from the 21st of November 1838 until the 19th of July 1841 the administrator continued to act as the administrator, to collect and disburse the funds of the estate and to make his annual settlements as will, by reference to other documents, which will be filed along with this bill, be seen. At the July term of the County Court 1840 he made another annual settlement, showing the rest of other monies arising from the apites already referred to, which amounted to \$1416:77 with the addition of \$192:82. cents included, and which was the balance due from the administrator at the last preceding annual settlement to the estate; at which time he also accounted for the sum of \$543:70 of Jones debt which he had received. and which like the sum of \$192:82 was carried into the general estimates of debts which amounted to the said sum of

\$1416: 71. out of which he had then disbursed the sum of \$709: 63. leaving a balance of \$706: 63. due from the administrator to the estate, at that time.

In the 20th of March 1841. a notice was given by the said James B. Bates who was the actual plaintiff in the suit commenced and terminated in the Circuit Court of Jefferson County, which notice was filed in the clerk's office of Jefferson County, the object of which notice was to apprise the administrator of the estate, (Johnson H. Alfors) that he would move the Court to compel the administrator to give further security as administrator of the estate in consequence of the death of Bailey, S. Martin one of the securities to the said ~~administration~~ ^{estate} to increase the amount of the bond it having been given for too small an amount and also to compel the administrator to make distribution among the several distributees, and for an additional inventory of debts, property, and evidences of debt belonging to the estate should be filed. This motion was to be made on the first day of the next succeeding term of the County Court.

Accordingly on the 28th of April 1841. The petition of the said James B. Bates was filed, in which petition it is stated by the petitioner the death of Bailey S. Martin one of the securities aforesaid, the imperfect condition of the inventory returned by the administrator in omitting to state a demand in favour of the Estate of Augustus Jones and also to state a demand in favour of the Estate due from ^{Bates & Alfors} ~~Alfors and Bates~~ and pray that the administrator may be ruled to give further security, that the penalty of the bond might be increased, and also that he might be compelled to file an additional inventory. On the 28th of October 1841. the administrator filed an additional inventory of the Estate in which he charged himself with the debts of Jones amounting to \$1850. the debts due from ^{Bates & Alfors} ~~Alfors & Bates~~ amounting \$5000. and amount collected from Joseph Evans \$160.

At The July term 1841 preceding the filing of the aforementioned additional Inventory the administrator made another annual settlement into which the last mentioned balance is brought in, amounting to the sum of \$709.08. which together with the sum of \$137.52 received of Henry P. Bates on account of a balance due from him to the estate making the sum of \$846.60 which he had then received and out of which he disbursed the sum of \$255.50 leaving a balance of \$591.10 due the estate from the administrator and a further credit which was allowed the administrator of \$10 paid Scott & Ziegler and for which the administrator had no voucher. This last mentioned item instead being subtracted from is added to the sum of \$591.10 which leaves a balance of \$601.10. instead of leaving a balance of \$581.10 which is the actual balance which was then due to estate, with exception of \$2.45 which an error made in the annual settlement of 1840.

On the seventh of May 1841. The said Administrator with your orator as his securities executed a further bond with and increased penalty for the faithful discharge of his duties as administrator on the said estate.

It will be seen upon the inspection further, of the proceedings in the County Court of Jefferson, that the said County Court at their January term of 1842. directed the administrator to pay to said James C. Bates who was one the five legal heirs and representatives of Elias Bates deceased the sum of four hundred dollars and to each of the other heirs the sum of four hundred dollars. Upon this order of Court application being made to the said Johnson H. Alford administrator as aforesaid by the said James C. Bates and Elias F. Honey the sole & only heir and distributee of John H. Honey and Mary C. Honey who was before her intermarriage Mary C. Bates and one the five legal heirs and representatives of the said Elias Bates deceased who refused to pay the same. The said James C. Bates, and

and the said Elias F. Honey instituted ^{then suits} against the said administrator and your orators as his securities, each claiming their respective portions of the said allowance made made by order of the said County Court of Jefferson. This suit was brought in the Circuit Court of Jefferson County at the March term of 1842 of the said Court upon the administration bond given in virtue of the order of the County Court of Jefferson requiring further security to be given - at a subsequent term of the said Circuit Court various pleas having been filed by the administrator, and counsel having been employed by him to defend himself and his securities, both the plaintiff and the defendants by their attorneys dispensed with a jury, the attorney for the defendant withdrew his third and the case was submitted to the Court. upon which the Court found the issue for the Plaintiffs and that the defendants were indebted to the Plaintiffs in the sum of five thousand dollars, and that the said defendant James C. Bates had sustained damages to the amount of four hundred and nineteen dollars and seventy seven cents, and it was therefore considered by the Court the said Plaintiff the State of Missouri to the use of the said James C. Bates have and recover of the defendants Johnson A. Alford. Dawson Booby and Aaron ^{Henry} the sum of four hundred and nineteen dollars and seventy seven cents and his costs and charges by him expended in and about his suit in this behalf expended upon this Judgment on the 19th of December 1842 execution issued and went into the hands of M. M. Sheriff of Jefferson County who levied the same upon one hundred eighty two acres of land the property of Dawson Booby and Aaron Henry - which real estate was sold on the 22nd of May 1848. and brought public auction the sum of ~~four~~ ^{nearly two} ~~thousand~~ dollars. and was returned to the office of the clerk of the Circuit Court of Jefferson County to be renewed your orators presume. The other suit in the name of the State of Missouri against the same defendants, is for

use and benefit of Elias F. Honey and upon the like proceedings was had as in the first mentioned one, and the like Judgement and execution as your orators are advised and believe. The copy of the record of the proceedings in each particular case here with exhibited and prayed to be taken as part of this bill marked (A No 12) (B No 13.)

Copies, of the annual settlement of July 1840 marked (No 6), of the notice for further security marked (No 7) of the Petition made in conformity to that notice filed April 28th 1841 marked (No 8) of the additional Inventory filed 28th of October 1841 including Jones bond the whole amount \$1850 Alfred & Bates note for \$5000, and Joseph Evans \$160. cash marked (No 9) of the settlement of July 1841 marked (No 10) of the bond and further security executed in the 7th of May 1841 marked (No 11) are all here with filed and prayed to be taken and considered by the court as parts and parcels of this bill.

Your orators have been thus particular in presenting a true and faithful history of this administration, they have been careful in endeavouring to ascertain and to set forth the date of the particular transactions connected with the history of the administration, because they are anxious to exhibit the whole transaction so as to enable the court in the exercise of its equitable jurisdiction over this subject, to do ample justice not only to the creditors of the estate and the administrator, but that your Honours may at the same time be enabled to settle and adjust the respective rights and liabilities of the securities to the first and the last bond of the administrator.

Whilst your orators are free to admit that they are responsible for any and every act of maladministration of which the administrator may have been guilty since the seventh of May 1841 the date of their bond, they insist that by no rule of law or of Equity can they be held responsible for any act of malad-

administration committed by him anterior to that period. Their liability arises out of their bond, the date of its execution must fix the period of the commencement of their liability, that bond must have a prospective and not a retrospective ~~operation~~ operation. It must in its legal effect be designed to secure the parties interested the estate, against injuries arising from the improper conduct of the administrator after the date of the bond. Those who are interested in the estate whether distributees or creditors and who have suffered by the misconduct of the administrator before the 7th of May 1841 the date of the administration bond to which your orators are securities must look for their indemnity to the bond and the security which was given when the administration was first granted to the said Johnson & Afford.

Your orators charge that from the date of their bond up to the institution of the suits of State of Missouri ~~at the relation~~ and to the use of James C. Bates, and of the State of Missouri at the relation for the benefit of Elias F. Honey, both of which was at the March term of the Circuit Court of Jefferson County 1842 as appears from the records before reference to, there was not any act of maladministration, on the part of the administrator, of the estate, by which any distributee, or creditor was injured, or any damage done to the estate, or liability attached to his securities, to the last administration bond, who ~~are now~~ are now orators—James C. Bates, himself, by his own proceedings against the administrator, commenced against him almost as soon as administration was taken on the estate, at any rates as early as the 28th of November 1838 in less than three years after letters of administration had been taken out by Johnson & Afford, which proceedings were well calculated to embarrass the conduct of the administrator, has clearly shown this fact. Otherwise his suit in the name of the State of Missouri at the relation of ~~against Johnson & Afford and Isaac Caldwell~~ and for the use of James C. Bates, was a most censurable and vexatious proceeding. The burden of his complaint against them was the failure to render a full and complete inventory of the estate, omitting Jones Bond alleged by to be \$1850. ~~Bates & Afford~~ ^{Bates & Afford} note

notes for \$5000. Harmon's receipt &c and his failure to pay over to the distributees of the estate their respective distributive shares and when these and all the other points involved in that controversy were settled against him by the award of the arbitrators selected by the parties, he moves and obtains leave to enter a non pro in the Circuit Court and contented himself with a Judgment for one cent and for costs, this Judgment was rendered on the 19th day of July 1841 But this it seems was only to commence operations in the County Court which he did on the 20th of March 1841 laying the foundation of his complaint in the very same cause of action as that in the Circuit Court of Jefferson County disposed of upon the award of the arbitrators to wit the failure of the administrator to render a complete Inventory of the estate omitting the bond due from Augustus Jones and also the note of the said Alford and Bates to the Estate of the Intestate. Thus complaining against the administrator and his first securities of having received great damages by the misconduct of the ~~securities~~ ^{administrator} as early as 1838 and continues to harp them up to the 19th day of July 1841 when he goes out of Court with a judgment of one cent damages. Despairing of accomplishing his object in this court, where the whole the whole subject was known and understood, he brings his suit & in the County Court re-investigates the same subject, notwithstanding it had been once investigated by a tribunal of his own selection, once in his presence, and afterwards by this court. The County Court mislead, and doubtless, mistaking the legal effect of their order gave Judgment against the said Johnson & Alford administrator for the sum of four hundred dollars and ordered him to pay to James C. Bates that sum being his distributive share of the money which had come to the hands of the administration. ~~each~~ ^{each} of the five distributees being entitled to the like sum. This order was made on the day of the January term of the County Court of Jefferson 1842: but was founded upon

and grew out of the notice given on the 20th of March 1841 and the petition of the said James C. Bates filed at the April term of the County Court for Jefferson 1841 anterior to the date of the bond given by the administrator and to which your orators were securities which bond bears date on the 7th of May 1841. Altho this order of the County Court of Jefferson bears date on the 27th day of January 1842. after the date of the last mentioned bond, yet your orators humbly apprehend that the Judgement must have relation back to the period when the cause of action originated, and this must have been before the date of the notice of the 20th of March 1841. If this be so, and that it is so, your orators are advised is a clear legal proposition, then liability attached to the securities to the original bond and not to your orators who had no connection with the administrator or the estate either directly or indirectly until the 7th of May 1841. And your orators, therefore, charge that the proceedings instituted against them, with the administrator upon their bonds, growing out of the order of the County Court of the 27th of January 1842, was groundless and vexatious, and that it was a fraudulent attempt to make them responsible for the liabilities of others, is contrary to every principle of Law and of Equity.

Your orators are, moreover, advised and they, therefore, charge it to be true that the order of the Court of the County of Jefferson, was fraudulently and surreptitiously obtained, by concealing from the said Court the fact that both the ~~amount~~ amount of Jones bond and ^{Bates & Alford} ~~Alford & Bates~~ notes, had been the subjects of a former adjudication by a competent tribunal and that the said James C. Bates being a party to that controversy and present at the adjudication, did acquiesce in the result of it. These having been once disposed of, your orators, humbly, apprehend that there was no legal authority to make them the foundation of a new action. It was upon no technical grounds these notes and Jones bond was disposed of by the arbitrators

and subsequently by the Judgement of the Circuit Court of Jefferson County, but the actual merits of both were investigated and reported upon by the arbitrators whose award was made the foundation for the Judgement of the Circuit Court. Your orators are advised that after that Judgement any effort to make them subject of adjudication in an inferior, or in any other tribunal by way of an original proceedings by a party or party to the first suit, would be in violation of every principle of Law and Equity and grossly against good conscience tending in its practical operation to render litigation interminable. And in this all your orators are advised that the administrators having heard of the intended movement attended the Court of the County of Jefferson with a view to meet and resist the effort, that waited on the Court three days expecting to meet the motion, but altho the said James C. Bates or his counsel was present, yet they carefully abstained from taking any action in the case until the administrators, supposing that they had abandoned all idea of such a course left the Court house and the action was taken, and the said order obtained from the Court who were impressed with the belief that the effect of their order was simply to coerce a settlement of the administrators accounts and that at their next term it were competent for them and that they would rescind their order at the next term of the Court, and indeed they assured the administrator that they would so rescind it as your orators are advised at their next ^{term}, however, they were advised that it was not competent for them to do so, and they declined rescinding the same. And thus your orators are harassed by an execution founded upon a proceeding wrongful and unjust in its very inception unsustained either by ^{law} or Equity - for they do not hesitate to declare that it is their honest conviction that nothing is due the Plaintiffs on the executions now sought to be enforced.

If your honour will look to the award of the referees

filed in the case, of The State of Missouri at the relation and to the use of the same James C. Bates, brought in 1838 in the circuit court of Jefferson County, you will perceive that the said Bates admitted that amount for which the administrator was chargeable on account of Jones' bond was 1843 dollars instead of \$1850 with ^{which} he first sought to charge him. It will also be seen by reference to the said award, how the debt of \$5000 due from ~~Bates & Alfamer~~ ^{Bates & Alfamer} ~~Alfamer and Bates~~ to the Intestate had been paid off, much of it now sum was paid in the life time of the Intestate, and the County ^{court,} notwithstanding, these two items had been previously adjudicated in manner aforesaid, make them the foundation of their order of 1842. and this ~~order~~ ^{order} is made the ground work of the two last mentioned Judgements. This is not all the instances of injustice exhibited by the records, in which the said ~~defendants~~ ^{Plaintiffs} James C. Bates, and Elias F. Honey seek to avail themselves against your orators. It will be seen by reference to the documents filed in this cause, and prayed to be taken as part of this bill, that when the administrator made his annual settlements of July 1840 he had then received on account of the ^{Jones} Judgement \$543.70 which was then brought into the aggregate amount of receipts making the sum of \$1416.71 and leaving a balance of \$706.63 due the Estate from the administrator at that time, - In this settlement there was an error of \$2.45. This balance was in the hands of the administrator nearly or more than 12 months before the execution of the bond executed by the administrator, with your orators, as his securities was dated: and this balance was carried into the succeeding annual settlement of July 1841 at which annual settlement there seemed to be a balance in the hands of the administrator due the estate of \$581.15 though there is a balance of \$601.15 making obviously an error in that settlement of \$20 in ^{the} calculation: yet the County ^{court} without any further settlement overlooking any new receipts by the administrator direct the all

Two
ministrator to disburse the sum of ^{Two} thousand dollars among the
creditors of the estate. This is done arbitrarily, with^{out} requiring him
to settle his accounts and exhibit the actual condition of the
estate. By which means pretext is given to the creditors to that
estate to sue and harass your orators for ~~as supposed~~ amounts
of apites which never did belong to this and for which your
orators verily believe the administrator himself was not responsi-
ble at any time, and which your orators distinctly affirm
that they do not consider themselves responsible for one dollar either
in Law or Equity, or in good morals. or that either of the credi-
tors of the said ought to receive a dollar.

The documents exhibited with this bill and prayed
to be taken as part thereof, shows other acts of error and obvious
impropriety tending to inflict serious and unmerited injustice
upon the securities, and to swell the amount of the apites into
a magnitude that does not in truth belong to them. It will
remembered by your honour that an additional Inventory was
required to be filed by the administrator, which accordingly
did on the 28th of October 1841. In which he returned ~~Alford~~ ^{Balch}
~~Alford~~ ^{Balch} notes for \$5000 dated March 10th 1834 as before stated
a note for a note against Augustus Jones for \$1850. and the amount
collected of Jos Evans \$160 making in the whole the sum of \$7010
00. It will also be recollected by your honour that Jones ~~debt~~ ^{debt} Alford
and Bates notes, and the same \$160 dollars collected of Joseph
Evans had been the subject of the former suit, and had been
accounted for and settled in the presence of the said James
to Bates and the said administrator by the award of the ar-
bitrators and the Judgement of the court, and yet, this sum altho
before accounted for in the settlement had before the arbitrators
by the administrator is again trumped up the debt of Jones which at
that was admitted to be only a thousand and forty three ^{and} dollars,
is magnified into \$1850 altho \$543.70 had been collected by the
administrator before the settlement of July 1840 and in that

settlement had been accounted for, leaving only a balance of \$400.00 of Jones' debt at that time not collected and accounted for by the administrator and which it does seem to your should have been all that a administrator was chargeable with. and yet instead of this sum or the \$1043 at most, the administrator returns the whole of the original amount of \$1850. The amt collected of Evans Evans and Alfond & Bates note for \$5000 in his account as shown by which means he himself inadvertently furnished material for a pretext for an order the County Court and for subsequent action in this Court the practical effect of which is the ruin improperly of the administrator and material and lasting injury to your orators when a fair and proper settlement of the accounts of the administrator will show that there is nothing due to the Intestates and the judgements rendered against your orators are inequitable and unfounded in right and justice.

Your orators beg leave most respectfully to call the particular attention of the Court to the manner in which the debt of ~~Bates & Alfond~~ ^{Bates & Alfond} originated. The manner in which it was settled, and the circumstances attending it: from which it will be seen by the Court that there is indeed nothing due upon it, or that if there is it is due still from ~~Alfond and Bates~~ ^{Bates & Alfond} to the estate, and must stand as any other uncollected due to the estate, and that your orators are not and cannot be held bound therefor. Your orators are advised that on the 10th of March 1834 the said Johnson & Alfond and Henry P Bates executed their Joint bond to Elias Bates for the sum of five ~~thousand~~ ^{thousand} dollars payable in five equal annual payments to Elias Bates or his order, commencing the 10th of March 1835. This bond is herewith exhibited marked (A13) and prayed to be taken and considered as part of this bill, and was given by ~~Alfond & Bates~~ to Elias Bates for his half which ^{was} ~~was~~ advanced in the shot factory and forwarding establishment at Herculanum which interest the said Elias Bates have therefore purchase of

of John H. Honey, and to secure the purchase money gave a deed of trust or a mortgage on the property to the said John H. Honey, which was duly recorded, and was unsatisfied when the said Alford and Bates made the purchase, from Elias Bates, which will appear by reference to the said deed herewith exhibited and prayed to be considered as part of this bill marked (A014). In order to discharge the said property from this incumbrance and to secure to themselves the title thereto the said Alford & Bates in the life time of the said Elias Bates, paid to C. S. Rankin administrator of John H. Honey who had departed this life theretofore, and with the consent and approbation of the said Elias Bates on the 16th of March 1835 \$1000 and various other payments to Rankin as administrator aforesaid on the same account, and other debts paid by the said ^{Bates & Alford} ~~Alford & Bates~~ for Elias Bates in his life time and at his instance and request, and others which was paid by the said Alford as administrator after the death of the Elias Bates, together with an incidental account of the said against the said Elias Bates making in the whole the sum of \$5783.69. as will be seen by reference to the account herewith filed marked (A015) and prayed to be taken and considered as part of this bill. For the various items your orators are advised that proper vouchers are now in the hands of the administrator with the exception of the item of \$621.73. paid to Kanawha Salt Company which note has been lost or mislaid, and the whole amount of \$5783.63 is applicable to the extinguishment of the bond of \$5000. and the balance is justly due to the said Alford & Bates, or to the said Johnson & Alford. These payments were made too principally in the life time of the said Elias Bates. There have been not settled in the life of Bates nor since his death, and your belief and therefore the charge that upon a settlement of these accounts, the estate will be indebted as before intimated, and yet your orators & the administrator are held responsible for this debt of \$5000 also, upon what principle your orators are to be made responsible they are at a loss to conjecture, upon none, hitherto established either in law

or in Equity. These evidences of debt passed into the hands of the administrator so soon as he qualified and more than three years elapsed before from that period and the date of their bond. If the administrator failed to pursue the proper method to collect the assets of the estate and any of them have been lost by negligence, it all must have happened within the three years from the date of his administration, the period limited by law when he should have closed the estate by final settlement or have shown cause to the court why he did not. There has been as yet no final settlement of the estate and more your orators are advanced has been paid out than has been received by the administrator. Nothing your orators are informed has come to his hands since the 7th of May 1841 which has not been accounted for.

Under this view of the case and the circumstances connected therewith your orators insist that they ought ^{not} to be charged with any thing on account the maladministration of the estate but that if there has been any misconduct on the part of the administrator in the conduct of the estate it happened before the date their own bond, and that the securities to first administration bond are liable if indeed there is any liability any where. The obligors to the bond of Alfred S. Bates, to Elias Bates, if they have not discharged it, are still liable for the whole amount it with interest and ought to be compelled to pay it. When your orators became the securities to the last administration bond they did not undertake to guarantee this debt of \$5000 to the estate any more than any other debt that might not have collected and which could ^{not} be collected. Both the obligors to that are interested as contributors in that estate and your orators charge that their circumstances are no worse now than they were when they entered security for the administrator.

Your orators charge that they are without remedy at law and therefore compelled to apply to a court of Equity for relief, in ^{which} courts frauds hardships and oppressions are always relieved against.

In tender consideration the premises your orators pray
that the aforesaid Johnson, A. Alfords in his own right
and as the administrator of Elias Bates and as the
administrator of Bailey S. Martin. James C. Bates. Elias F.
Honey Henry. P. Bates. Ann Hannah Woodson formerly Ann
Marianah Bates now the widow and relict of Samuel
Woodson Adeline Alfords wife of the said Johnson A.
Alfords who was formerly Adeline Bates one of the lega-
tees & representatives of the said Elias Bates deceased
and Isaac Cadwallader, and Charles S. Rankin
administrators of John M. Honey deceased may be neces-
sarily defendants to this bill that they and each
of them may be required to answer all and singular the
allegations of this bill, that the said James C. Bates
and Elias F. Honey be enjoined and prohibited
and restrained from all further proceedings on
their executions aforesaid. That a proper subpoena
of Injunction may awarded. That the said Isaac
Cadwallader may be made to answer for his just
and proper liabilities under the bond to which he
gave security for the administrator. That the said John-
son A. Alfords may be required on his oath answer
all every allegation of this bill as clearly and as
distinctly as if he were particularly interrogated
that he be also required to discover and set
forth how the bond of Bates & Alfords has been paid
Let him exhibit with his answer the evidence
of its payment, let him show at what
time the different amounts of assets came to
his hands and how he has disposed of them
That he be required to state and settle his
administrators accounts before this court
or before some competent commissioner to be
appointed by your Honour and for all

State of Missouri }
Jefferson County } 1st.

This day Lauson Cooley personally appeared before a justice of the ^{County Court} ~~peace~~ in & for the County of Jefferson State of Missouri and made ^{oath} that the allegations of the within bill so far as made before his own knowledge are true, and so far they are made upon information derived from others he believes to be true and that there is now no supreme or Circuit Court session nor any Judge thereof within the County of Jefferson - ~~Given under my hand this 3rd day of July 1843~~
Subscribed and sworn to before me this 3^d day of July A.D. 1843

Lauson Cooley

~~J. M. ...~~

State of Missouri }
Jefferson County } 1st

Injunction is awarded according to the prayer of the bill upon the Plaintiffs entering into bond with approved security conditioned as the law directs, and the clerk of the Circuit Court is hereby ^{& directed} ~~authorized~~ to issue the proper Subpoenas of Injunction to injoin, restrain & prohibit the defendants James C. Bates, and Elias F. Honey their agents and attorneys from all further proceedings upon the Judgements, and executions ~~where~~ thereon as stated in the Plaintiffs Bill, until the future order of the Circuit Court for the County of Jefferson, and he is also authorized and directed to issue in chancery vs each of said bill mentioned

such other and further relief as may be
consistent with Equity & good conscience
and in duty bound we ever pray &c.

Attest for
Plaintiffs

The

in

you can see our houses and fields as you travel
the country south of Jefferson County at Still
Springs in the County of Jefferson of course the
third of July in the year of our Lord one thou
sand eight hundred and forty three.

John A. Shuckland 1843

J. A. Shuckland, 1843

270

John A. Shuckland, 1843
of Jefferson County

13 papers

Jefferson Circuit Court
November Term 1843

Lawson Croley and
Aaron Henry

= vs. = } In Chancery

James, C. Bates, Elias F. Henry
V H Alford, Adeline Alford
Ann Maria Woodson, Henry
P. Bates, Charles Rankin
& Isaac Cadwallader.

Dile & Injunction

filed July 3 1843

J. M. Warren, Clerk

Jefferson Lib. - Court
of the State 1873

251

James Foley & A. Henry
V
Chancery

James & Walter & F. Henry
of the Court and others

For Deceit see Chancery
record pages 214 & 218

419

84

25.14

178.98

112

147

419

7606

To James C. Bates and Elias F. Honey.

Gentlemen

You and each of you are hereby notified that on Monday the third of July, ^{next} at Hillsboro, in the County of Jefferson, in the State of Missouri, between the hours of ten o'clock in the morning and five o'clock in the evening, of that same day - to-wit, then and there, make application, to two Justices of the County Court of Jefferson, for a writ of Injunction, to stop, stay, and suspend any and all further proceedings upon two several judgements, and executions, the one, ~~at~~ ⁱⁿ the County of the State of Missouri, who sues in the relation, and to the use of James C. Bates against Johnson, H. Alford, Aaron Henry and Lawson Cooley, the first named party being the administrator of the Estate of Elias Bates deceased, and the two last named, being his securities, the other in the name of the State of Missouri, who sues in the relation, and to the use of Elias F. Honey against the said Johnson, H. Alford, Aaron Henry, and Lawson Cooley; the first of whom is the administrator of the estate of Elias Bates deceased, and the two last his securities, which Judgements were rendered by the Judge of the Circuit Court of Jefferson, and the executions which issued thereon has been in the hands of the Sheriff of Jefferson, and are now in ^{his} hands, or may have been, by him, returned to the clerk's office of Jefferson County, at which place and a time you may attend if you please

Yours respectfully

Aaron Henry.

Lawson Cooley.

June 14th 1843.

State of Missouri }
Jefferson County } Set

This day appeared before me the undersigned
justice of the peace an and for the County of and as ^{by} William
R. Mears of lawful age, who by me duly sworn according
to law upon his oath states and declares that he delivered to
C. S. Rankin the agent of Elias F. Honey a copy in writing of the
within notice on the 20th day of June 1843. and that on the
20th day of June 1843. he also delivered, to James C. Bates and
other parties to whom this notice is directed, a true copy thereof,
in writing _____
Wm. R. Treary

Subscribed and sworn to
before me this 21th day of
June 1843. — John Geiger

Justice of the peace in
and for the County of
Jefferson in
The State of Missouri

In the Circuit Court
November 3^d 1843

James Lewis & Ann Henry
vs } the heirs of
James C. Bates & others

Filed Nov 3^d 1843

Prof. W. B. B. B. B.

Vouchers, to accompany the bill in chancery in the Circuit Court, wherein Lawson Lerley & Aaron Henry are plaintiffs, and James C. Bates & others are defendants.

Copy of Original declaration & proceedings of James C. Bates against Johnson H. Alford and of C. Bates & others.

Voucher "State of Missouri vs. In the Jefferson Circuit Court
No 5. County of Jefferson) December Term 1838.

The State of Missouri who sues in the relation and to the use of J. C. Bates, an heir and distributee of Elias Bates deceased, complains of Johnson H. Alford, Isaac Cadwallader and Johnson H. Alford Administrator of Bailey G. Martin deceased the defendants of a plea that the said Johnson H. Alford, Isaac Cadwallader and Johnson H. Alford as administrator 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. Alford, Isaac Cadwallader, and 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 their lifetime heretofore to wit, on the twenty sixth day of July in the year of our Lord Eighteen hundred and thirty six, by their certain bond or writing obligatory sealed with seals, a duly certified copy whereof is now here to the Court produced and shewn 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 State of Missouri by the said Johnson H. Alford, Isaac Cadwallader and Bailey G. Martin, which said bond or writing obligatory was made with a certain condition thereunto

written, that if the said Johnson H Alfred 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 bond to be void, otherwise to remain in full
force and virtue, as by said bond or writing obligatory
and the condition thereof will 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 H
Alfred, yet the said Johnson H Alfred, 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 Alfred) Anna 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 Honey son of her that was Mary Clarissa
Bates, as 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

7

of the estate of the said Elias Bates was so granted as aforesaid, to the said Johnson H 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 and possession of the said Johnson H Alford administrator 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 & 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 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 and thirty four also a receipt from John Hammond for one hundred and twenty dollars on a note in favor of Nancy Hammond, 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 so 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 an inventory of said property of said Estate of said Elias Bates deceased, nor hath the said Alford filed or caused to be filed the same together with affidavit of him the said Johnson H 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 H Alford although often requested so to do, caused the said property to be appraised by three disinterested appraisers,

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 an appraisement thereof signed by the appraisers or two of them together with the affidavits of the appraisers thereto, in the Office of the 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 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 Terms 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 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 breaches of the said Condition of the said Bond a writing obligatory so as aforesaid signed, 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 altho often requested so 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 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, and therefore she the said plaintiff brings her suit &c
Filed Nov-21st 1838. J Polk for plaintiff

Whereupon the clerk of said Circuit Court issued the following summons to wit.

Summons " County of Jefferson St. The State of Missouri to the Sheriff of Jefferson County Greeting. We command you that you summon Johnson H. Alford, Isaac Cadwallader & Johnson H. Alford adm^r of the Estate of Bailey G. Colbartin deceased, that they be and appear before the Judge of our Circuit Court at a court to be held in the Town of Herculaneum on the second Monday of December next, then and there to answer the complaint of the State of Missouri, who sues 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

[L.S.] Witness John S. McAttee Clerk of our said Circuit Court at Office this 21st day of November in the year 1838.

John S. McAttee, Clerk
On which writ was the following return to wit. This writ not served for want of time. John Hammond Sheriff And afterwards to wit on the 17th day of January 1839. an alias summons was issued which is in the words and figures following to wit. — " — " — " — " —

alias Summons County of Jefferson St. 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 administrator of Bailey G. Colbartin, that they be and appear before the Judge of our Circuit Court at a court to be held at the Town of Herculaneum 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 relation and to the use of James C Bates
on an action of debt, a copy of whose declaration is hereto
attached, and have you then there this writ.

[L.S.] Witness John McArthur, Clerk of our said Circuit
Court at Office in Herculaneum the seventeenth day of
January in the year of our Lord Eighteen hundred and
Thirty nine. John McArthur, Clerk
Upon which summons there was a Sheriff's return as follows. to wit
"I executed this writ, by reading the within writ and Decla-
-ration in the presence and hearing of Isaac Cadwallader
on the 26th day of February 1839. on the Johnson H Alford
by reading the same in his presence and hearing on the 4th
day of March 1839. on Johnson H Alford administrator of
Sailer G Martin Estate by reading the within writ and declar-
-ation in his presence and hearing on the 4th day of March
1839. John Hammond Sheriff."

And afterwards to wit at the April Term of the Circuit
Court in the year Eighteen hundred and Thirty nine the
following proceedings were had in the above cause to wit

April 9th 1839. State vs James C Bates } Pet. in debt on bond
Johnson H Alford et al } The defendant files his demurrer
to the plaintiffs declaration in this cause, which demurrer is
confeessed by the plaintiffs counsel, and on his motion leave
is given to amend the declaration which is done, by consent
of defendants counsel by attesting said declaration, without
writing a new one. & continued.

August Term August 7th 1839.

Reference. State of Missouri to the use of Jas C Bates } action on
Johnson H Alford et al, } administrators bond

And now at this day came the parties aforesaid by their respective
attorneys, and all and singular the matters at issue between
them are submitted and referred to Lauson Cookey, Charles Markin
and John McArthur, to be by them enquired into according to
the law of arbitration, and to make report of their award

and proceedings therein to the next term of this court, and
this cause is continued.

Report of Arbitrators.

Report

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 H
Alford Isaac Cadwallader and Johnson H Alford
administrators of Bailey & 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 Clerk's Office in
Herculaneum. both parties being present by Jas C Bates
plaintiff and Johnson H Alford on the part of the defendants
The said arbitrators after having been duly sworn by
John Geizer Esq (whose certificate is herewith presented)
proceeded to business. They then took the declaration of
the plaintiff and considered the allegations therein con-
tained. The first allegation was in substance, that the
said Johnson H Alford had failed to discharge his duties
as administrator of the Estate of Elias Bates deceased in
The said plaintiff in support of said allegation produced
the receipt of the said Johnson H 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 H Alford and Henry P Bates dated the
10th day of March 1834. for the sum of five thousand dol-
lars payable in one, two, three, four, and five years.
Also the receipt of John Hammond for the sum of \$120.00
paid him on a note due his mother Mrs A 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 J H 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 \$11.00.⁰⁰ 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 and on which suit was commenced, Judgment obtained, and the sum of 1043 \$ made, and the said plaintiff James C 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 note given the said Elias Bates during his life time by Johnson H Alford and Henry P Bates for the sum of \$5000 as aforesaid; The said defendant admitted the possession of and produced the said note for the sum of five thousand dollars all due the 10th day of March last past. he then produced in bar of, and set off against said note, an open account of him the said Johnson H Alford & Henry P Bates doing business under the firm of Bates & 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 note, although the said items charged may

have all been correct, they consider the said account should have been settled before the County Court. The fourth allegation considered was, The receipt given said E Bates by John Hammond for \$126. The said 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 ~~Deceased~~ ^{Estate of the} ~~John~~ ^{John} ~~Hammond~~ ^{John} administrator of the said Elias Bates deceased filed in the Office of 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 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 that 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 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.

To amount of debts & evidences of debts filed	\$915.50
" amount collected from Joseph Lewis	140.94

Amount of Sales list of personal property 66.88
 Amount received from sales of Real Estate 500.00
 Making in the aggregate the sum of \$1143.32. \$1143.32
 be By amount of disbursements per vouchers allowed \$5.35
 There are also allowances against said Estate yet unpaid amounting to the sum of 1071.05 1411.05
 leaving chargeable to the Administrator the sum of \$32.27
 To which is to be added the Amount per A Jones 1043.00
 Also the Amount note due by Bates & Alford 5000.00
 Making in the aggregate that the said administrator \$11075.27
 is accountable for, over and above all the present allowances against said estate the sum of six thousand seven hundred 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 Alford 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, 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 which is respectfully submitted.

Witness for Llewellyn }
 & J. Matthews } John Duren }
 Pleads as to Rankin. } Lawson Llewellyn } Arbitrators

In the Circuit Court March 15th 1841

State use of James C Bates }
 Johnson H. Alford et al } Motion to set aside award filed
 March 17th 1841.

State use of James C Bates } Motion to set aside award withdrawn
 Johnson H. Alford et al } Motion of plaintiff to recommit filed

March 20th 1841

"State of Missouri vs Jas B Bates } on arbitration
Johnson H Alford et al } The motion of said
plaintiff to refer the report of the arbitrators back to
said arbitrators is after one deliberation sustained by the
court, to which opinion of the court the defendant files
his bill of exceptions, and the said plaintiff by his
attorney comes and says that he will not further prosecute
his said action as to the breaches assigned for the non
payment of money and property to the distributees of said
estate, and this cause is continued." The above bill of
exceptions is in the words & figures following to wit: —

State to use vs } In Circuit Court March Term 1841.
J H Alford et al } Be it remembered that the plaintiff
in the above cause filed therein during the present
term the following motion in writing in the words and
figures following to wit:

Motion

State of Missouri vs the relations of Jas B Bates }
Johnson H Alford & Isaac Cadwallader } The said
plaintiff by his attorney here moves the court for leave to
enter a non pros. as to the breaches assigned assigned in said
declaration for the non payment of money and property
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 & Fripell Attys }
The said award therein referred to being in the words and
figures following. (The award is heretofore copied) which motion
was sustained by the court, to which decision of the court
the defendants object and except, and pray the same
to be signed, sealed, and made a part of the record
in this cause by the court which is done accordingly."
Copy of Amended award filed May 1st 1841
We the undersigned referees duly appointed by the Circuit
court of Jefferson County to settle certain matters and

Controversy in a case wherein the State of Missouri at
 the relation and for the use of James L Bates against
 Johnson H Alford and his securities as administrators of
 of the estate of Elias 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 same referees at the last term of the Circuit Court
 of Jefferson County, for the purpose of amending the same
 and making it accord with their views at the time they
 made the same, would amend and alter their former award
 by giving the plaintiff execution for one cent, out of the
 penalty of the bond, and costs of suit for breaches of the
 conditions assigned in the plaintiffs declaration and upon
 which no new proof has been entered, and they would
 not alter or amend their award in any other particular

Witness
 Samuel Whithead }

Wm Rankin
 Jno Mather
 An Cleary

Referees

In the Circuit Court July Term 1841. 11th day

July 19 The following proceedings were had in this cause to wit.
 amended The State use of James L Bates }

Award Johnson H Alford et al } Now at this day come the
 parties aforesaid by their respective attorneys aforesaid
 and the arbitrators heretofore appointed in this cause
 having filed their amended report awarding the said
 plaintiff the sum of one cent damages which being
 seen is approved by the court. It is therefore considered
 by the court that the said plaintiff recover of the said
 defendants the sum of one cent the damages as
 aforesaid in manner as aforesaid ordered as also
 his costs and charges about his suit in that behalf
 expended and that she have execution therefor.

17

State of Missouri }
County of Jefferson } John McAthens Clerk of the
Circuit Court within and for the County of Jefferson
aforesaid. do hereby certify the foregoing to be truly
copied from the record & proceedings of said Court in
the case of the State of Missouri to the use of James
McDade against Johnson W Alford & Isaac Leadwallader.
Witness my hand and the seal of said
Court at Office in Hillsboro the twelfth
day of October A D 1843

John McAthens, Clerk



State of Missouri * County of Jefferson

Be it remembered that heretofore to wit on the twenty second day of March in the year of our Lord Eighteen hundred and forty two. There was filed in the Office of the Clerk of the Circuit Court a declaration, in the words and figures following to wit.

Declaration "Jefferson County, Mo. In the Circuit Court March Term 1842
The State of Missouri who sues in the relation and to the use of James C Bates complains of Johnson H Alford Aaron Henry and Lawson Corley, that they render unto the said plaintiff the sum of four thousand dollars which they owe and unjustly detain from her For that whereas heretofore to wit on the seventh day of May in the year of our Lord one thousand eight hundred and forty one, at Hillsboro town in the County of Jefferson, the said defendants by their certain writing obligatory a certified copy of which is here to the Court shewn, the date whereof is the day and year aforesaid The said Johnson H Alford as principal and Aaron Henry and Lawson Corley as securities acknowledged themselves to be held and firmly bound unto the State of Missouri, in the said sum of four thousand dollars above demanded, to the payment whereof well and truly to be made the said defendants bound themselves their heirs executors administrators and assigns, jointly and severally firmly by the said writing obligatory to the said plaintiff, which said writing obligatory was and is subject to the following condition
^{The condition}
of the above bond is that the said Johnson H Alford administrator of the Estate of Elias Bates deceased shall 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

-dition, then the above bond to be void otherwise to remain in full force. And after the making of the said writing obligatory on the twenty seventh day of January, one thousand eight hundred and forty two, at the County aforesaid, the County Court within and for the County of Jefferson the said Court, having jurisdiction, ordered that the above bound Johnson H. Alford pay to the above named James C. Bates an heir of Elias Bates deceased, and a distributee of the Estate of the said Elias Bates, the sum of four hundred dollars, it being the said James C. Bates distributive share of money in the hands of the said Johnson H. Alford part and parcel of the said Estate and subject to distribution, and the said Johnson H. Alford was afterwards to wit, on the twenty seventh day of February of the year last aforesaid, requested to pay the said sum of four hundred dollars to the said James C. Bates, yet the said sum of four hundred dollars is still in arrear and unpaid. Notwithstanding the said order of the County Court, and the aforesaid request contrary to the firm and effect of the said writing obligatory and of the said condition thereof, by reason of which breach the said writing obligatory became forfeited; whereby an action hath accrued to the said plaintiff to demand and have of and from the said defendants the sum of four thousand dollars above demanded. Yet the said defendants although often requested so to do, have not as yet paid the said sum of of four thousand dollars, above demanded or any part thereof to the said plaintiff but to pay the same or any part thereof, have hitherto wholly neglected and refused, and still do neglect and refuse so to do, to the damage of the said plaintiff in the sum of five hundred dollars, and therefore she sues.

Friswell Atty for plaintiff

-3

Whereupon the Clerk of said Circuit Court issued a summons which is in the words and figures following to wit
Summons "County of Jefferson Co. The State of Missouri to the Sheriff of the County of Jefferson Greeting. We command you to summon Johnson H Alford, Aaron Henry and Lawson Leoley if they be found in your County that they be and appear before the Judge of our Circuit Court on the first day of the next Term thereof, to be held at the Town of Hillsboro - within and for the County of Jefferson on the third Monday of July next then and there to answer unto the State of Missouri who sues in the relation and to the use of James C Bates plaintiff in a plea of debt, on administrators bond a copy of whose declaration is hereto attached, to the damage of said plaintiff Five hundred dollars, and have you then there this writ. {LS} Witness John S Mcathers Clerk of our said Court with the seal thereof hereto affixed at Office in Town of Hillsboro this seventh day of April in the year of our Lord eighteen hundred and forty-two.

Bond "John S Mcathers Clerk". The bond filed and above referred to being in the words and figures following to wit.
Bond "I know all men by these presents that Johnson H Alford as principal, and we Aaron Henry & Lawson Leoley as securities are held and firmly bound unto the State of Missouri in the full and just sum of four thousand dollars to the payment whereof well and truly to be made we bind ourselves our heirs executors administrators and assigns jointly and severally firmly by these presents sealed with our seals and dated at Hillsboro this seventh day of May 1841. The condition of the above bond is that if the said Johnson H Alford administrator of the Estate of Elias Bates deceased shall 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. Johnson H Alford, (LS) Aaron Henry (LS) Lawson Leroy (LS). "A true copy Attest Geo. M. Weather Clerk." And afterwards to wit on the 15th day of July 1842. The Sheriff of Jefferson County returned the above summons with the following endorsement thereon.

Sheriff "I executed this writ and declaration on Johnson H Alford by return reading it in his hearing on the 25th day of April 1842, also on Aaron Henry by reading it in his hearing on the 12th day of April 1842, also on Lawson Leroy by reading it in his hearing on the 20th day of June 1842. M. Mop. Sheriff -

Appearance, In the Circuit Court July Term 1842, July 20th 1842 The State of Missouri to the use of James C. Bates vs John H Alford et al. } Pleas filed issue joined and continued" which are as follows to wit: "State of Missouri at the relation vs John H Alford, July Term 1842, and the said defendants leave vs, and crave over of the writing obligatory in the Pleas & Issues plaintiffs declaration mentioned, and also of the evocation thereto annexed which is read to them in the words and figures following (the bond is above copied) which being read and heard the said defendants say that the plaintiff ought not to have and maintain her action aforesaid thereof against them, because they say that said Johnson H Alford, did well and faithfully administer the estate of Chris Bates deceased, and did account for and 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, and this they are ready to verify wherefore they pray Judgment if the plaintiff ought to have and maintain her action aforesaid thereof against them the said defendants. Pleas & Issues And for further plea in this behalf, the said defendants say that the plaintiff ought not to have and maintain the action aforesaid thereof against them, because they say that said

writing obligatory, in the plaintiffs declaration mentioned is not their act and deed, and of this they put themselves upon the country Plea "Atto. And plaintiff doth the like Triplett Atty," and for further plea in this behalf the said defendants say that the plaintiff ought not to have or maintain her action aforesaid thereof against them, because they say that Johnson H Alford was not administrator of the Estate of Elias Bates deceased, in manner and form as the plaintiff hath in her declaration in this behalf above alleged and of this they put themselves upon the country, Plea atto and plaintiff doth the like Triplett Atty.

Replication State of Missouri at the relation of vs. Johnson H Alford et al July Term 1842 3 and the said plaintiff saith that she ought not to be barred or precluded from having and maintaining her aforesaid action by reason of any thing in the said defendants first plea alleged, because she says that the said Johnson H Alford did not well and faithfully administer the estate of Elias Bates, nor did he account for pay and deliver all money and property of said estate nor perform all other things touching said administration required by law or the order of any Court having jurisdiction and of this she puts herself upon the country Triplett Atty And the defendants doth the like Plea

In the Circuit Court Nov Term 1842. Wednesday Nov 23 1842

Trial The State of Missouri vs James B Bates } action on adminis-
Johnson H Alford Lawson Leoley & Aaron Henry } trators bond

Now at this day came the parties aforesaid by their respective attorneys aforesaid and neither party requiring a jury all singular the matters at issue are by them submitted to the Court. The said defendants by their attorney withdrew the third plea by them pleaded, and the Court being fully advised and having considered the premises, find the issue for the plaintiff, and that said defendants are indebted to said plaintiff in the sum of four thousand dollars

and that said plaintiff hath sustained damages from said defendants in the sum of four hundred and nineteen dollars and seventy seven cents. It is judgment therefore considered by the court that said plaintiff the State of Missouri to the use of James C Bates aforesaid have and recover of the said defendants Johnson H Alford Lawson Leoley and Aaron Henry the sum of four hundred and nineteen dollars and seventy seven cents the damages aforesaid as also her costs and charges by her about her suit in that behalf expended and that she have execution therefor. Whereupon the clerk of the circuit court issued Execution in the words and figures following to wit.

Execution County of Jefferson St. The State of Missouri To the Sheriff of the County of Jefferson Greeting. Whereas the State of Missouri to the use of James C Bates at our circuit court, before our Judge thereof recovered against Johnson H Alford, Lawson Leoley and Aaron Henry on the twenty third day of November 1842. the sum of four hundred and nineteen dollars and seventy seven cents for her damages by her sustained by reason of the non performance of certain promises and undertakings, as also her costs and charges by her about her suit in that behalf expended. which to the said State of Missouri to the use aforesaid were adjudged as appears to us of record; There^{are} therefore, to command you, that of the goods and chattels, lands and tenements of the said Johnson H Alford, Lawson Leoley and Aaron Henry in your bailiwick you cause to be made the aforesaid damages and costs; that you have the same before the Judge of our said court, on the third Monday of March next to render to the said State of Missouri to the use of said James C Bates the damages and costs aforesaid; and that you certify to our said Judge how you execute this writ, and have you then there this writ.

[L.S.] Witness John S. Bates clerk of our said court

"at Hillsboro the nineteenth day of December in the year of our Lord one thousand eight hundred and forty two. J. M. Mathews, Clerk Clk.

Which Execution was returned with the following endorsements to wit "Recd this Execution Dec the 24th 1842

Mo Mop Sheriff." By virtue of the within Execution I have levied on and seized as the property of Stanley & A Henry the following described real Estate, to wit 182 acres of land, bounded north by the Joachim Creek South by Catherine Lemmings survey of land, East by Pleasant Lemmings survey, and north by lands belonging to Government Given under my hand this 24th April 1843 Mark Mop Sheriff

Made on this Execution forty six dollars by sale of real estate on the 22^d day of May 1843. This execution returned by order of M Frippell atty for plaintiff. Given under my hand this 22^d day of May 1843 M Mop Sheriff

Received of M Mop Sheriff thirty eight dollars and fifty five cents on this execution May 27th 1843. M Frippell atty for James C Bates

Voucher } This voucher is the same in all respects as the last, with the
N^o 13. } exception that where the name of "James C Bates" occurs it will be read "Elias F Honey" and it is not considered necessary to be made out by the Clerk, and decreases the costs.

Certificate State of Missouri + County of Jefferson S. M. John S. Mathews Clerk of the Circuit Court within and for the County aforesaid do hereby certify that the foregoing is a full true and correct copy of the record and proceedings in said Court in the above entitled cause, and the record in the case of the State of Missouri to the use of Elias F Honey is the same. "Verbata sit literatur" with the exceptions above

mentioned. In Testimony whereof I hereunto set my hand, and affix the seal of said Court at Office in Hillsboro the thirteenth day of October A.D. 1843.

J. M. Mathews, Clerk.

Copy of the depositions
of the State of Wisconsin
in of James W Bates

as
Johnson & Alport et al
to a company the fire in
blamey of
Larson Bailey & Alport
James W Bates et al

Filed Nov 17th 1843
J. W. Alport et al
J. W. Bates

Vouchers to accompany the bill in Chancery in the Circuit Court wherein Lawson Leoley & Aaron Henry are plaintiffs, and James C Bates & others are defendants.

Voucher

No 1. Appraisement list of Personal property.

No 1.

A List of personal property belonging to the Estate of Elias Bates late of Jefferson Co. Missouri, Dec'd as taken and appraised by Francis Mcsanea, Charles S Rankin and Fiskel Gallatin.

1 Silver Watch	8 ⁰⁰	1 Clock & case	10 ⁰⁰
4 Small Hogs	6 ⁰⁰	1 Looking Glass	3 ⁰⁰
1 Feather bed & bolster	20 ⁰⁰	1 Table	5 ⁰⁰
1 Side Table	6 ⁰⁰	1 Axe	75
1 Bureau	06 ⁰⁰	1 Pick	125
1 Bedstead	4 ⁰⁰	1 Set chairs	6 ⁰⁰
1 pr Shovel & Tongs	2 ⁵⁰	1 " do	5 ⁰⁰
2 Fur Hats	150	5 ⁰⁰	\$86.50

C. S Rankin. Francis Mcsanea. F. Gallatin—

You and each of you solemnly swear that you are not interested in the estate of Elias Bates dec'd late of Jefferson County Missouri, nor of any kind to any person interested in his Estate as heir or devisee, and that you will to the best of your ability view and appraise the personal property of said estate to you produced by the administrator of said Estate. C. S Rankin. F. Gallatin. F. Mcsanea. Subscribed and sworn to before me this the 14th day of October 1836, John Geizer. Justice!" filed Oct 14th 1836

A True Copy attest. Prof. Matthews. Clerk. Co. C.

Voucher

No 2. First Annual Settlement to wit. Apr 26th 1838

No 2.

Johnson H. Alfred adm^r } Annual Settlement
of Elias Bates deceased } This day said Administrator presents into Court his accounts and vouchers for an Annual Settlement whereby it appears that he has received assets of said Estate amounting to the sum of Two hundred and twenty seven $\frac{82}{100}$ dollars, and has disbursed on account of said Estate the sum of one hundred and eighty five dollars, leaving

= a balance due said Estate of forty two dollars eighty two ($42\frac{82}{100}$) cents. which is approved —

Voucher

1st Annual Settlement July 23^d 1839.

No 8. "Johnson H. Alfond and } Annual Settlement
of Elias Bates deceased } The said administrator presents
his accounts and vouchers for an annual settlement, whereof
it appears that he has received since last settlement, five
hundred dollars from the sale of Real Estate, that he
has disbursed the sum of three hundred and fifty dollars
on account of said Estate; all of which are approved by
the Court."

Voucher

Petition for Sale of Real Estate filed April 24th 1838. to wit

No 4.

"To the honorable the Justices of the Jefferson County Court, Your
petitioner Johnson H. Alfond would represent, that he hath
obtained letters of administration on the Estate of Elias Bates
deceased late of said County of Jefferson, that the assets
arising from the sale of personal estate, and from the collec-
tion of debts due the Estate of said Elias, are not sufficient
to pay the debts against the same, and that all the personal
Estate has been sold, in consideration whereof your petitioner
prays your honorable Court to order and decree, a sale of
the lands belonging to the Estate of the said Elias, or so much
thereof as may be necessary for the payment of said debts
and your petitioner will ever pray &c. by your petitioner
will further state that the list of sales now on file in
in said Court amounts to the sum of sixty six dollars and eighty
eight cents. — The debts due the Estate over and above the
amount of the sale list are as follows. B. B. Boyser's note \$5.00
John Gamble do \$3.88; Daniel Crume do 1.56; John Landers
do 18.81. C. H. Smith do 7.44. Gates B. McLean do 3.00; H. H.
Jones do 1.31; James Keith do 3.92, Benjamin J. Daughton do
5.00; A. W. Morgan do 0.15; an a/c against Ashley & Brown 129.78 1/4
John Gamble bill sale 30.08. John W. Housy & wife Deed
(reunjoyed), James Reed note 30.08. John W. Denniston & Dennis
Armstrongs 3 notes dated May 12. 1836 payable 2, 3 & 4 years

1871, 10. That all the debts due said estate, except the
the notes upon Benjamin I Boughton and John W Donnison
and Dennis Armstrong were barred by the Statute of
Limitation and upon persons who have left the country
or are insolvent. That the debts against said estate
and allowed by the county court are as follows. —

In favor of Rees leadwallader \$4.14. C. Rankin do 5.16
Saml Steel 1.50. John Anderson 150.00. Hardy M. Carnack
390.00 Isaac leadwallader 121.95 $\frac{1}{2}$. That there is a
Judgment in favor of Johnson H. Alford assignee of Elias
Bates against Augustus Ives in the St. Louis Circuit Court
of which said estate is entitled to the beneficial interest
amounting to about Eleven hundred dollars & upon
which Execution has been issued and nothing made.
Also a judgment against Saml Woodsons admr in the
Jefferson County Court for the sum of thirteen
hundred fifteen dollars sixty eight cents. and that said
Estate is insolvent. — That there is no personal property
of said Estate remaining unsold. that the assets now in
his hands amounts to the sum of eleven dollars and fifty
cents. — and that the Real estate of said Elias is of the
following description to wit. The equal undivided half of
a certain tract of Land situate in the County of Jefferson
said to contain three hundred and fifty acres, being
a part of the same tract of Land conveyed to John W
Honey and the said Elias Bates, by Robert Clark as
Trustee for Lewis Devotion and Joseph Hatzhoj on the
31st day of March 1823. —

State of Missouri } ss.
County of Jefferson } This day personally appeared before
the undersigned Clerk of the County Court for said County
Johnson H. Alford admr of Elias Bates dec^d, and made oath
that the matters and things stated in the foregoing petition
and account of administration are true to the best of his
knowledge and belief. J. H. Alford. Subscribed and

"sworn to this 24th day of April 1838 John S. Matthews Clerk
on petition for Order of Sale, April 24th 1838

order of
Publication

"Johnson H. Afford admin^r } Petition and affidavit
of Elias Bates deceased } for sale of Real Estate
Now at this day comes said administrator & produces
into court a statement of his intestate's Estate, verified
by affidavit as required by law, whereby it appears, there
is not sufficient personal property of said Estate to pay
the debts, and praying the court for an order to sell
certain real Estate of said decedant, in said Petition
described, it is therefore ordered by the court that said
administrator give notice to all persons interested in
said Estate by publication in some newspaper in the
City of St. Louis for six weeks successively that unless
they appear at the next terms of this court and shew
cause to the contrary, an order will be granted
according to the prayer of the petitioners;

October 3^d 1838. order of Sale.

order of
Sale

Johnson H. Afford admin^r } Petition for sale of Land
of Elias Bates deceased } This day came Johnson H. Afford
administrator of Elias Bates deceased, and it appearing to
the satisfaction of the court that the order of Publication
issued in this cause had been duly published as
required by law, it is ordered adjudged and decreed
that said Administrator do expose at public sale
to the highest bidder on the eleventh day of December
in the year eighteen hundred and thirty eight, during
the sitting of the Circuit court for the County of Jefferson
the land in the original petition mentioned to wit the
undivided half of a tract of Land supposed to contain
three hundred and fifty acres, belonging to the Estate
of the said Elias Bates deceased, being a part of a tract
lying in said County on the Mississippi River, containing
six hundred and forty acres known as the Hartford tract

conferred to Jonathan Renaud, and by him conveyed to Lewis Devotion and Joseph Hartzberg, and by Robert Wash trustee of the parties last mentioned to John W Honey and Elias Bates, on the thirty first day of March in the year Eighteen hundred and twenty three, and it is ordered that said administrator sell said land before the court house door, in the Town of Herculaneum for cash in hand, giving notice of the time and place for four weeks in some newspaper printed in the County of Saint Louis, and by ten written advertisements put up in ten public places in the said County of Jefferson, and that he make report to this court.

Inventory of papers &c.

Voucher " Statement of notes, Book of and other evidences of Debt,
No 5. and property belonging to the Estate of Elias Bates deceased
Herculaneum August 30th 1831. B B Boyss note 10th
Oct 1834. 3.00. John Gamble " 22nd Aug^t 1831. 3.85. David Cunn
" 8th Sept 1832. 1.56 $\frac{1}{4}$. John Sanders " 20th April 1832. bal. 18.81
C W Smith " 30 April 1832. 7.44. Gates D McLean " 17th
June 1831. 3.00. F H Jones " 20th July 1831. 1.31. James Keith,
no date 3.92. Benj J Doughton " 23rd Dec 1835. 5.00. A W
Morgan " 21st Sept 1826. 0.15. An a/c against Ashley &
Brown, balance due March 9. 1827. 129.78 $\frac{1}{4}$. James
Erins & Elizabeth Erins. Deed; John Gamble. bill of sale
30.00. John W Honey & wife. deed. A decline Lewis to E Bates
Deed. V^o Doring to E Bates deed. S Hammond & wife to
E Bates. Deed. do. do. do. do. Geo. Hammond to E Bates. V^o
Deed. note 25th Feby 1830. 36.08. W D Denniston & Dennis
Armstrong note dated May 12 1836 at 2 year from date 220.00
do. do. do. 210.00 do. do. do. 241.10. \$ 915.50. ~~the three last~~
The 3 last mentioned notes on hit from date. One Ledger marked
A Conty Sunday acct. We certify the above Statement to be
correct so far as our examination went.

John Hammond, Wm Foxton,

Copy of Annual Settlement July 1840. July 28th 1840
 Voucher Johnston H. Alford adm^r } Annual Settlement
 No 6. of Elias Bates dec^d } Now at this day comes the said
 administrator for an Annual Settlement whereby it
 appears that at his last ^{annual} settlement there was a balance
 due said Estate amounting to the sum of 192. ⁸²/₁₀₀ that
 he has since received a pot of said Estate amounting to
 the sum of \$1223.89. and that he has disbursed the sum
 \$707. ⁶³/₁₀₀ which is allowed.

Voucher Copy of adm^r a/c filed April 26th 1838
 No 2. "The Estate of Elias Bates in a/c with J H Alford adm^r b
 By amt of Sale list on file when collected \$66.88
 " Cash Rec^d of Philip Cole Esq. being amt
 collected from Joseph Ervin } 140.94
 \$227.82

To Cash paid Pleole his fee in suit against
 Ervin No 1 } 16.00
 " Paid same his fee in suit of Isaac Cadwallader
 against Est. No 2 } 12.50
 " John Anderson amt his allowance and
 Interest No 1. } 150.00
 " Paid Doct. Keel amt of allowance 11.50 185.00
 Balance \$42.82

April 26th 1838. J H Alford adm^r
 Copy of adm^r a/c filed July 23^d 1839.

Voucher "Estate of Elias Bates in a/c with J H Alford adm^r b
 No 3. By balance due as per last settlement \$42.82
 " Cash Rec^d from Dan^l Dunklin for sale of Land 500.00
 542.82

To Cash paid John Hammond \$220.00
 " Cash " Isaac Cadwallader 130.00 350.00
 Balance due Estate \$192.82

Copy of adm^r a/c filed July 29th 1840
 Voucher "Estate of Elias Bates in a/c with J H Alford adm^r
 No 6 1839 Aug 25. To Cash paid N F Givers his atty fees in case.

	of N Ennis adme against this Estate	} \$12.50
	Cash paid do his fees in attending to Sale of Land	10.00
	" Cash paid do his fees in this Estate vs John M Denniston & Dennis Armstrong	} 10.00
Aug 25	" Amt paid Isaac Cadwallader	616.35
	" " " do	7.50
	" Cash paid fee bill in case this Estate against Denniston and Armstrong	} 5.28
	" Cash paid Expenses to St Louis in attending to Suit against A Jones	} 10.50
	" Amt paid H Morgan & Co their allowance	29.85
	" " " fees Cadwallader his allowance	5.59
	" Balance due carried to Credit side	709.08
		<u>\$1414.71</u>

1839

July 22	By Balance due as per Settlement this day	\$192.82
	" Cash rec ^d from Isaac Cadwallader for amt of Judgt against Denniston & Armstrong note	} 270.19
	" Amt of Denniston & Armstrong note	210.00
	" Cash rec ^d from H P Bates for purchase of House & lot in Herculanum in part	} 200.00
	" Cash rec ^d from Sheriff of St Louis Co on Judgt against A Jones	} 543.70
		<u>\$1414.71</u>

1840. July. By balance due as per Settlement this day \$709.08

Copy of Notice for further Security filed April 28th 1841

Whereas To the Honorable the County Court of Jefferson County
No 7. The petition of James B Bates respectfully sheweth that he is
interested in the Estate of Elias Bates late of the County
of Jefferson deceased as legatee. the said petitioner being
the son of the said Elias. That Johnson H Alfred is the
administrator of the Estate of the said Elias. having given
as security on his bond as administrator Isaac Cadwallader
and Bailey G Martin. that the said Bailey G Martin
has since deceased and that Isaac Cadwallader is now the
only security. Your petitioner further shews that the penalty
of the bond is only two thousand dollars, and your

petitioner is informed and believes that the amount of the Estate independant of the ^{Security} ~~reality~~ is much over that sum. Your petitioner further shews that the inventory filed by the said administrator is imperfect and is not a full inventory of the property belonging to the Estate, that there is an omission to state a demand in favor of the said intestate against Augustus Jones, and also of another demand in favor of the same against H. P. Bates & J. H. Alford.

Your petitioner prays that the said J. H. Alford administrator as aforesaid may be ruled by this Court to give additional security as administrator and that the penalty of the bond may be increased and also that the said administrator may be ruled to file an additional inventory of said estate and your petitioner will ever pray
James C. Bates

State of Missouri }
Jefferson County } Personally appeared in open Court James
C. Bates who being duly sworn upon his oath says that the matters set forth in the foregoing petition are true so far as the same are stated from his own knowledge, and so far as the same are stated from the information of others he believes to be true
J. C. Bates
Sworn to & subscribed in open Court April 24th 1841.

Copy of Notice to J. H. Alford adm^r of Elias Bates
under Mr Johnson H. Alford adm^r of the Estate of Elias Bates dec^d
NOS you are hereby notified that at the next term of the County Court to be holden at Hillsboro within and for the County of Jefferson on the fourth Monday of April next on the first day of said Term or as soon thereafter as a hearing can be had, a motion will be made in said Court to rule you to give further security, as administrator of the estate of the said Elias Bates on account of one of the original securities in your bond being dead
J. M. Leathers, Clerk

A motion will also be made that the amount of the
~~amount of the bond~~ be increased. A motion will
 also be made to the Court to order a distribution of
 said estate to be made to the several distributees
 and also for an additional inventory of property debts
 and evidences of debts belonging to said estate be filed
 March 20th 1841 yours Respectfully James B. Bates by
 M. Tripell atty.

Voucher
 No. 9. Additional Inventory of Evidences of debts belonging to the
 Estate of Elias Bates, which have come into my possession
 since my first inventory was rendered. — — — — —
 " J. H. Alford & Henry P. Bates note dated March 10th 1834
 for \$5000.00 payable in five equal annual payments \$5000.00
 A rec^t for a note against Augustus Jones on which
 note was due \$1850 } 1850.00
 Amt collected from Joseph Evans on notes
 J. H. Alford Adm^r of E. Bates Estate } 160.00
 \$7010.00

State of Missouri }
 County of Jefferson } Johnson H. Alford being duly sworn —
 upon his oath says that the above is a full additional
 inventory and description of all the money goods, chattels
 and estate, real and personal, books, papers and evidences
 of debt and title of the deceased, and of all debts due
 or becoming due, so far as he can ascertain them, and
 that he was not indebted or bound in any contract to
 the deceased Elias Bates at the time of his death except
 as stated in this and the former inventory. J. H. Alford
 sworn to and subscribed before me Oct 28th 1841. John
 S. Coathens. Clerk Co. Cl. filed Oct 28th 1841. John S. Coathens Clerk.

Annual Settlement July 1841. filed July 26th 1841.

Voucher
 No. 10 Estate of Elias Bates. In ac^t with J. H. Alford Adm^r C
 By Balance due as per last Settlement } \$709.13
 " Amt received of H. B. Bates for balance due
 on his note including Interest } 137.52
 Dr. } \$846.65

Amount over \$846.15

Do Ant paid Scott & Geigler Attorney fees in the case
of the Estate vs J. M. Horne } 10.00
" Ant paid J. M. Horne his fee bill } 6.05
" Ant paid John Hammond balance on
allowance for. Holc & Cornack } 239.45
July 26th 1841. } 255.50

be by Ant J. Scott & Geigler not having a voucher therefor } 10.00
copy of Xero bond of Adam } 6.00.15

Voucher No. 11. I do now all men by these presents, that J. Johnson H. Alfrod
as principal, and we Lawson Leoley & Aaron Henry
as securities, are held and firmly bound unto the State
of Missouri, in the full and just sum of four thousand
dollars, to the payment whereof well and truly to be made
we bind ourselves, our heirs, executors, administrators and assigns
jointly and severally, firmly by these presents, sealed with our
seals, and dated Hillsboro. this seventh day of May 1841.
The condition of the above bond is, that if the said Johnson
H. Alfrod, administrator of the Estate of Elias Bates
deceased, shall 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. Johnson H. Alfrod [S] Aaron Henry [S] Lawson
Leoley [S] Recorded Eighth day of September 1842 J. M.
Mather Clerk filed May 8th 1841. J. M. Mather Clerk

Voucher 13. There is no voucher or bond or copy of the bond of Bates &
Alfrod on file in the Office of Clerk of the County Court,
State of Missouri }
County of Jefferson } John M. Mather Clerk of the
County Court within and for the County of Jefferson aforesaid
certify the foregoing to be true and correct copies of the
Records and vouchers on file in my Office. Nos 1, 2, 3,
4, 5, 6, 7, 8, 9, 10, 11 as required to accompany the bill in

copy of the deed of Trust from Elias Bates to J W Honey
to accompany the bill in Chancery of Lawson Curley and
Aaron Henry, against James B Bates and others.

Voucher } This deed made and executed this fifth day of March in the
No 14 } year of our Lord One thousand eight hundred and ~~thirty~~^{thirty one}
Witnesseth that Elias Bates of the County of Jefferson in the
State of Missouri for and in consideration of the sum of
ten dollars to him in hand paid by John W Honey of the
County and State aforesaid, the receipt whereof is hereby
acknowledged, hath granted bargained sold and conveyed
and by these presents doth grant bargain sell and convey, unto
him the said John W Honey his heirs and assigns for ever, all the
right title interest and claim of him the said Elias Bates, in and
to the following described tract of Land (to wit) the East fractional
half and the South West fractional quarter of section twenty nine
in Township forty one north of Range six East, containing
two hundred and fifty three acres and ninety five hundredths
of an acre, be the same more or less, which said tract of
Land was patented by the United States, to the said John W
Honey and Elias Bates in common on the first day of May in the
year one thousand eight hundred and twenty four, as will
appear by reference to said patent, and is the same tract
of Land on which the said John W Honey, and Elias
Bates have erected a warehouse, tower, and factory for the
manufacture of shot, the one equal undivided half or
moiety of which said tract of Land, was by the said John
W Honey and Mary his wife, conveyed to the said Elias Bates
by deed bearing equal date herewith, Reserving and except-
ing however from the effect and operation of this deed
a certain piece or parcel of said tract of Land lying and being
situate in the South East corner of said tract, which was by
the said Elias Bates sold and conveyed to the said John
W Honey his heirs and assigns, for their own proper use bene-

-fit and behoof by deed, bearing equal date herewith, Do
have and to hold to the said John W Honey his heirs and
assigns for ever the above first described tract of Land
(excepting the reserved part as aforesaid) together with all
the rights privileges immunities and appurtenances of what-
soever nature thereunto belonging, for the only and sole
use benefit and behoof of him the said John W Honey
his heirs and assigns for ever, against the claim or claims
of him the said Elias Bates, and for all and every person
or persons, claiming or pretending to claim the same or any
part or parcels thereof, under him the said Elias Bates
either in law or equity. Provided always and these presents
are upon this express condition, That if the said Elias Bates
shall pay to the said John W Honey or his assigns, the just
and full sum of three thousand dollars, on or before the
first day of September next, and also the further sum of
three thousand dollars on or before the first day of March
in the year One thousand eight hundred and thirty two
according to the tenor and terms of two certain notes of hand
executed by the said Elias Bates to the said John W
Honey or order, and bearing equal date herewith, then and
in that case these presents, shall cease determine and
be null and void, But in case of the non payment of
the said sums of money or either of them as they shall
respectively become due and payable, or any part thereof
or any interest that may accrue thereon, then and every
such case, it shall and may be lawful for the said John
W Honey, his heirs executors, administrators or assigns, and
the said Elias Bates doth hereby empower and authorize
the said John W Honey, his heirs, executors administrators or
assigns) to grant bargain and sell the said tract of Land
and interest herein conveyed at Public Vendue to the
highest bidder for cash or on a credit, first giving public

Chancery of Lawson & Lewis & Aaron Henry plaintiffs or complainants
against James C. Bates and others defendants



Witness my hand and the seal of said
Court at Office in Hillsboro the 13th day of
October A.D. 1843. Jno. Mather Clerk

Copy of
Deed & Proceedings in the
County Court in the case
of the Estate of John Bates
to accompany the Deed in
Chancery of
Hanson, Decker & Henry
vs
James H. Bates & Co.

Filed Nov 17 1843
Jno. H. Watson Clerk
in Court



notice of the time and place of such vendue, by at least three insertions of such notice in some newspaper printed in the City of Saint Louis, and on such sale being made to make execute and deliver to the purchaser or purchasers his her or their heirs and assigns, a good ample and sufficient deed of conveyance, rendering the overplus money (if any) after deducting the several sums of money that shall be found due on said notes or either of them and the costs and charges of such sale as aforesaid to him the said Elias Bates, his heirs or assigns.

In testimony whereof the said Elias Bates has hereunto set his hand and affixed his seal the day and year last above written. The words "or either of them" interlined on the second page before signing to be good, in presence of Saml Woodson, G Hammond & Elias Bates, (Seal)
State of Missouri }
County of Jefferson }

Be it remembered that on this fifth day of March in the year of our Lord one thousand eight hundred and thirty one, before me George Hammond a Justice of the peace within and for the County of Jefferson in the State of Missouri, personally came and appeared Elias Bates whose name appears subscribed to the foregoing deed or instrument in writing from him to John W Honey, and the said Elias Bates did then and there acknowledge the said deed or instrument to be his act and deed hand and seal for the purposes therein mentioned. And I do further certify that the said Elias Bates is personally known to me and is the identical person who executed said deed. Given under my hand at the County of Jefferson aforesaid the day and year first above written. G Hammond Justice of the peace

Recorded 7th March 1831. C. Smith. Recorder

State of Missouri }
County of Jefferson } John S. Weather, Clerk of the Circuit
Court and Ex Officio recorder within and for said County do
hereby certify that the foregoing is a true copy of the mortgage
aforesaid in Book 6 page 219. & following.

In Testimony whereof I hereunto set my
hand and Official seal at Office in
Hillsboro the 12th day of October 1843

John S. Weather, Recorder

Voucher { There is no copy of the account of Bates & alford against Elias
No 15 } Bates on file in my Office. John S. Weather, Clerk. County Court

Copy of the
Mortgage from Elias Bates
to John W. Henry
to accompany the bill in City
of St. Louis & a Henry
James W. Bates et al

Filed Nov 17th 1843

John S. Weather, Clerk
Circuit Court.

State of Missouri
Jefferson County) Set

To the Honorable the Judge of the Circuit
Court of Jefferson County in Chancery sitting.

The bill of complaint of Lawson Cook and Aaron Henry
exhibited against James C Bates Elias F Honey who is
the sole heir of John W Honey and Mary C Honey who
was before her intermarriage Mary C Bates the daughter
of Elias Bates deceased, the said Elias F Honey being
now a resident of Mobile, ^{Alabama} And Maria Woodson formerly
Mrs Maria Bates widow of Samuel Woodson, Henry
F Bates of St Louis County, Missouri, James C Bates
of Missouri Jefferson County, Johnson H Alford ad-
-ministrators of the Estate of Elias Bates deceased, and as adm-
-inistrators of the Estate of Bailey C Martin deceased, and in
his own right Adeline Alford wife, - the said Johnson
H Alford and who was formerly Adeline Bates the daughter
of the said Elias Bates and Isaac Badwolder & C S Ra-
-nkin admrs of J W Honey deceased.

Your orators ^{humbly} complaining beg leave respectfully to represent
that a certain Elias Bates of the County of Jefferson and
State of Missouri departed this life some - in the year
1836 in the said County of Jefferson leaving five children
- to wit, James C Bates, Henry F Bates, Mary C Bates,
who intermarried with John W Honey, both of whom
have since died leaving Elias F Honey, their only legal and
representative, and C S Ranstin qualified as administrator
on the said Estate of John W Honey, And Maria Woodson
formerly Mrs Maria Bates, and the widow and relict of
Samuel Woodson deceased, and Adeline Alford formerly Adeline
Bates who intermarried with the said Johnson H Alford
on the 16th of May 1836. the said Johnson H Alford applied
to Henry F Bates who was at that time clerk of the County
Court of Jefferson County for letters of administration

102 on the Estate of the said Elias Bates, and executed his bond with Bailly S. Martin, and Isaac Cadwalader as his securities, for the faithful performance of his duties as the administrator of the aforesaid estate according to law, the penalty of this bond your orators are advised and they believe was two thousand dollars, on the 14th of October, 1838 C. S. Han-
kin Francis Menia and J. Gallatin returned to the County Court of Jefferson, an appraisement of the personal property a copy of which is herewith exhibited with this bill -
Marked (No. 1) and is prayed to be taken and considered as part thereof. By which report it appears that the ^{personal} Estate was valued at \$86.33 on the 24th of April 1838 the administrator made his first annual settlement before the County Court of Jefferson, by which settlement it would seem that he had received of the sale list the sum of \$66.88, and from other sources \$160.94, making in the whole the sum of \$227.82, out of which sum he had disbursed in payment of the debts due from the Estate of the said Elias Bates his intestate, the sum of \$185 leaving a balance in the hands of the administrator of \$42.82 due to the Estate according to that statement, A copy of which is also herewith exhibited and prayed to be taken and considered as a part of this bill, making (No. 2) this latter sum was carried into the succeeding settlement which took place 23rd of July, 1839 which balance of \$42.82 together with the sum of \$300 received by the administrator of Daniel Dunklin for the sale of the real estate belonging to the intestates Estate, made in virtue of an order from the County Court of Jefferson at the instance of the said administrator and which land was purchased by the said Daniel Dunklin made the sum of \$342.82 out of which he disbursed to different individuals various sums making in the aggregate the sum of \$350, leaving a balance

due to the Estate then in the hands of the said Johnson
It Alford the sum of \$192,82. which will more fully appe-
ar by reference to the statement a copy of which is
herewith ^{likewise} exhibited, and prayed to be taken as a part of
this bill marked (N^o 3) before this latter settlement in
July 1839 the administrator had filed his application
by way of petition in the County Court of Jefferson and
had exhibited therewith a statement under oath showing
the amount and character of the out standing debts
due to the Estate and the amount of liabilities against
the Estate together with the amount of assets in the
hands of the administrator on the 24th of April 1838
at which time the petition was filed, the objects of
which was to obtain an order for the sale of the
real Estate with a view to the payment of the debts Partien-
-lar reference is prayed to be had to that Petition because
your orators regards it as important to the further illumi-
-nation of this cause, It was made under oath the truth
of it has never been contradicted the County Court was
so well convinced of the justice and propriety of the app-
lication that they directed the sale of the real Estate to pay
the debts due from the intestate's Estate, and to the payment
of which the personally and other available effects of the
Estate was inadequate doubtless, a copy of this petition
and order of sale are herewith filed marked (N^o 4) and
prayed to be taken and considered as a part of this bill
Before the filing of this petition just mentioned the adminis-
trator had filed with the Clerk of the County Court & that
was upon the files of his Office a statement of the notes
& Book accounts, and other evidences of debt, & property belong-
ing to the Estate of Elias Bates deceased, taken at New
Lancaster August 30th 1836 and duly certified, the Court is
also referred to this paper marked (N^o 5) and prayed to con-
-sider it as part of this bill. Many of debts mentioned in

that cannot and could not be made available as your
orators are advised and believe, and as they think they ^{will} ~~could~~
hereafter show the aggregate amount of the said ~~the said~~
statement is \$915.50 upon paper but the actual available
effects usually from that source is much less to wit the
sum of \$

Your orators beg leave moreover to state that
before the last mentioned settlement which took place on the 23^d of
July 1839 before the Justice of the Peace of the County Court
of Jefferson and shortly after the first annual settlement
which took place on the 24th of April 1838 before the then
Justices of the Peace of the County Court of Jefferson County
and at which said time and place the administrator
filed his petition for a sale of the real Estate belonging
to the intestate under the provisions of the act of assembly
by James C. Bates instituted a suit in the name of the
State of Missouri in his relation and for his benefit and use
against Johnson & Alford & Isaac Cadwalader who
was his surviving security upon the administration
bond the declaration which seems to have been filed ac-
cording to the inclosure of the Clerk in the Court thereof
on the 21st of November 1838 alleges a variety of breaches
of the condition of the said administration bond, among
the breaches assigned after an allegation, a general bre-
ach of the condition of the bond the plaintiff proce-
eds ^{to charge} a variety of particular breaches among the rest the
charges after administration on the Estate of the said
Elias Bates was granted to the said Johnson & Alford
and before the commencement of this suit on the tw-
enty fourth day of October in the year of our Lord one
thousand eight hundred and thirty six there was
put into the hands of the said administrator as
administrator a receipt which he the said Johnson

103
H. Alford had executed to the said Elias Bates in his life time for a note upon and against one General Augustus Jones which Bates had put into the hands of the said Alford in his lifetime, and upon which note there was a balance due of about eighteen hundred and fifty dollars, and also a note against the said Johnson of H. Alford and one Henry S. Bates payable in one, two, three, four & five years, for the sum of five thousand Dollars the time of payment to be estimated from the tenth of March in the year of our Lord Eighteen hundred and thirty four, all of which he charged was the of the Estate of the said testate, he further alleged the said administrator had not made and filed a proper inventory with the proper affidavit that he had not caused an appraisement of the Estate to be made and returned with the affidavit of the appraisers sixty days after letters of administration had been granted that he had not exhibited a statement of his accounts annually as required by law before the County Court of Jefferson County at the December Term of the Circuit Court for the County of Jefferson in 1838 another declaration was filed only variant from the first in this that Johnson & Alford was embraced in that as the administrator of Bailey S. Martin as well as the administrator of Elias Bates, deceased, there was no or very little variation in the assignment of the breaches of this administration bond and the assignments of the breaches in the first declaration filed. At the April term of the said Court for Jefferson County held in 1839 another declaration is filed in all respects your orators believe like the second in the progress of this cause the steps which were taken will be more fully seen by the Court upon an inspection of the records, itself, to which reference is ^{here} made & an attested copy of which is herewith exhibited as a part of this bill, making (N^o 5) it will be seen upon inspection of the said records that at the

August term of the Circuit Court of Jefferson County
the parties by their attorneys referred all their matters in
Controversy to the arbitrament of Charles S. Hanstine John
S. Matthews, and Lawson Cooley, and their upon the same
was referred. The said arbitrators met at Herculaneum
in the County of Jefferson at the Clerk's Office of Jefferson
County, both the plaintiff and the defendants Johnson H. Alford
being present, they proceeded to examine the various
matters in controversy between them and make up
their award between the parties on the 9th of December
1839, the arbitrators filed their award from which it
appears that the failure to make an inventory of
Jones bond of Hammonds & Co. and Alford & Bates
bond was true as charged in the declaration in relation to
Jones bond it was admitted by James C. Bates that
Johnson H. Alford had received that bond in the
life time of the intestate for the purpose of a settle-
ment with Jones, which was effected in the life time
of the said intestate, the result of this settlement was
that the original note which purported to be for eight
hundred and fifty dollars was reduced to eleven hundred
dollars. After the death of Bates the intestate Alford br-
ought suit on the bond against Jones and obtained a
Judgment against him but of that judgment the adm-
istrator realized only the sum of one thousand and forty
three Dollars making a difference of \$807 between the
amount which the said James C. Bates sought to charge
the administrator and the amount with which he
knew he ought to be really be charged according to his
own admission before the referees

In reference to the debt due from Alford & Bates to
the intestate's Estate the referees report that debt to
amounting to \$50,000 consisted of notes executed by Alford
& Bates to Elias Bates in his life time, the referees

of the note by the administrator was by him admitted.
 This note was payable in five equal annual installments
 the last of which due on the 10th of March 1839. The
 administrator produced the notes and exhibited
 before the referees the account of Alfred & Bates
 who were partners trading under the firm and style
 of Bates & Alfred against Elias Bates amounting to
 \$5057. This account commenced on the 8th of December 1834
 and ended on the 30th of April 1836. A more particular
 account of the original and character of this debt and
 its payments will be given hereafter in the sequel
 of this bill. The referees report that they did not consi-
 der themselves authorized to allow this offset, because
 they supposed that at the time the account was correct, yet
 it ought to have been settled before the County Court.
 They also found all the accounts of the administrator
 on the Estate of the intestate regularly filed in the Cou-
 =nty Courts Clerks Office of Jefferson County, and by that
 County Court settled they found also the appraisment
 list regularly made and filed according to law. The
 Inventory of the personal property also filed that an
 inventory of the Books accounts papers and other eviden-
 ces of debt due to the Estate amounting to \$913⁵⁰ the
 said inventory was signed by by two householders appoint-
 -ed to assist him in examining the books & papers belong-
 -ing to the Estate. The inventory did not contain an affidavit
 of the administrator as required by law, this however they
 ascribed to omission on the part of the Clerk in not
 advising him of his duty. There was returned an account
 of sales of the personal property amounting \$55.88
 but this sale did not contain a list of the articles ^{sold} and
 the certificate of the Clerk.
 The arbitrators reported that they then examined
 the accounts and they stood thus - - - - -

D^r To Amount of debts and evidences of debt \$ 915.50
 amt collected from Jos Evans. 160.94
 amt of sale list 66.88

amt Received for the sale of land 500.00

Whole amt of assets collected & not col. 1643.32

Or By amt of vouchers filed allowed 535.00

Amount due the Estate 1108.32

Or By Amount due from the Estate 1076.05

amt due the Estate in the hands of Adm^r 32.27

Amount of Jones debt 1043.00

amt of Alford & Bates note 5000.00

Amount at that time to be accounted for by Adm^r \$ 6075.27

In conclusion the said arbitrators report that they consider that there was an unsettled account of the firm of J. Bates & Alford against the Estate of the Intestate amounting to the sum of \$3057, and that that much of the inventory of \$915 was not and could not be collected and they therefore reported that the plaintiff James L Bates was entitled to receive nothing from the Estate, at the instance of the Plaintiff James L Bates the subject in controversy was referred back again to the same arbitrators who on the 1st of May 1841 filed another report by which they gave to the same plaintiff one Cent damage, on the 20th of March 1841 he moved the Court for leave to enter a non pros as to ~~the~~ same of the breaches assigned in his declaration and leave was given & our orators suppose, and judgment was rendered on the 19th of July 1841 for one Cent damages and for costs. Notwithstanding this controversy was pending in the Circuit Court of Jefferson County from the 21st of November 1838 until the 19th of July 1841 the administrator continued to act as administrator to collect and disburse the funds of the Estate and to make his annual settlement as will be by reference to other documents, which will be filed along

With this bill be seen, at the July term of the County Court 1840 he made another annual settlement showing the list of other monies arising from the assets already referred to, which amounted to \$1416.71 with the addition of \$192.82 cents included, and which was the balance due from the administrator at the last preceding annual settlement to the estate, at which time he also accounted for the sum of \$543.70 of Vances debt which he had received and which like the sum of \$192.82 was carried into the general estimate of assets which amounted to the said sum of \$1416.71 out of which he had then disbursed the sum of \$709.63 leaving a balance of \$706.63 due from the administrator ^{to the estate} at that time.

On the 20th of March 1841 a notice was given by the said James C. Bates who was the actual plaintiff in the suit commenced and terminated in the Circuit Court of Jefferson County which notice was filed in the Clerk's Office of Jefferson County, the object of which notice was to apprise the administrator of the Estate Johnson & Alford, that he would move the Court to compel the administrator to give further security as administrator of the Estate in consequence of the death of Bailly G. Martin one of the securities of the said administrator, to increase the amount of the bond, it having been given for two small and amount, and also to compel the administrator to make distribution among the several distributees and for an additional inventory of debts, property, and evidences of debt, belonging to the Estate should be filed. This motion was to be made on the first day of the next succeeding term of the County Court. Accordingly on the 28th of April 1841 the petition of the said James C. Bates was filed in which petition

* The following to come in at the * " On the seventh of May 1841. the said administrator with you orators as his securities, executed a further bond with an increased penalty for the faithful discharge of his duty as administrator on the said estate "

it is stated by the petition the death of Bailey G. Martin one of the securities aforesaid the imperfect condition of the inventory returned by the administrator in omitting to state a demand in favour of the Estate of Augustus Jones and also to state a demand in favour of the Estate due from Bates & Gifford and prays the administrator may be held to give further security, ^{that} the penalty of the bond might be increased and also that he might be compelled to file an additional inventory, on the 28th of October 1841 the administrator filed an additional inventory of the Estate in which he charged himself with the with debt of Jones amounting to \$1850 the debt due from Bates & Gifford amounting to \$5000 and amount collected from Joseph Evans \$160. at the Duty term 1841 proceeding the filing of the aforementioned additional Inventory the administrator made another annual settlement into which the last mentioned balance is brought in, amounting to the sum of \$709.08 which together with the sum of \$13752 received of Henry P. Bates on account of a balance due from him to the Estate, making the sum of \$846.63 which he had then received, and out of which he disbursed the sum of \$255.30 leaving a balance of \$591.33 due the Estate from the administrator, and a further credit which was allowed the administrator of \$10. paid Scott & Feigler and for which the administrator has no voucher this last mentioned item instead of being subtracted from is added to the sum of \$591.33 which leaves a balance of \$601.33. ^{instead of leaving a balance of} \$581.33 which is the actual balance which was then due to Estate with exception of \$2.45 which an error made in the annual settlement of 1840. * See margin. It will be seen upon the inspection further of the proceedings in the County Court of Jefferson that the said County Court at their January term of 1842.

directed the administrator to pay to said James L Bates who was one of the five legal heirs and representatives of Elias Bates deceased the sum of four hundred dollars and to each of the other heirs, the sum of four hundred dollars upon this order of Court application being made to the said Johnson H Alford administrator as aforesaid by the said James L Bates and Elias F Honey the sole and only heir and distributee of John W Honey and Mary C Honey who was before her intermarriage Mary C Bates and one of the five legal heirs and representatives of the said Elias Bates deceased, who refused to pay the same, the said James L Bates and the said Elias F Honey, instituted their suits against the said administrator and your orators as his securities each claiming their respective portions of the said allowance made by order of the said County Court of Jefferson, this suit was brought in the Circuit Court of Jefferson County at the March term of 1842, of the said Court, upon the administrators bond given in virtue of the order of the County Court of Jefferson requiring further security, to be given at a subsequent term ~~term~~ of the said Circuit Court various pleas having been filed by the administrator and counsel, having been employed by him, to defend himself and his securities, both the plaintiffs and the defendant by their attorneys dispensed with a jury, the attorney for the defendant withdrew his third, and the case was submitted to the Court upon which the Court found in favor of the plaintiff and that the defendant was indebted to the Plaintiff in the sum of five thousand dollars and that the said defendant James L Bates had sustained damages to the amount of four hundred and nineteen dollars and seventy seven cents and it was therefore considered by the

court the said Plaintiff the State of Missouri
to the use of the said James C. Yates have and
recover of the defendant Johnson & Alford Lawson
Gooley and Aaron Henry the sum of four hundred
and nineteen dollars and seventy seven Cents, and
his costs and charges by him expended in, and about his
suit in this behalf expended, upon this Judgement on
the 19th of December 1842 execution issued and
went into the hands of M. M. of Sheriff of Jeffe-
rson County, who levied the same upon one hundred
Eighty two acres of land the property of Lawson and
Gooley and Aaron Henry, which real Estate was sold
on the 23rd of May 1843 and brought public auction
in the sum of nineteen hundred dollars and was returned
to the office of the Clerk of the Circuit Court of Jef-
-ferson County to be renewed, your orators presume
the other suit in the names of the State of Missouri
against the same defendants is for use and benefit
of Elias G. Honey and upon the like proceedings
was had as in the first mentioned one, and the like
Judgement and execution as your orators are
advised and believe, the copy of the records of
the proceedings in each particular case herewith
exhibited and prayed to be taken as part of this bill
making (A 1012) B 1013 Copies of the annual
settlements of July 1840 marked (101) of the
notice for further security marked (107) of the petiti-
on made in conformity to the notice filed April 28th
1841 marked (108) of the additional inventory
filed the 29th of October 1841 including Jones bond
the whole amount of 1830 Alford & Yates note
for \$500 and Joseph Evans \$100 cash marked
(109) of the settlement of July 1841 marked
(1010) of the bond and further security, ^{Executed} ~~and~~

N^o 131

on the 7th of May 1841 marked (N^o 11) are herewith
filed and prayed to be taken and considered by the Court
as parts and parcels of this bill.
your orators have been thus particular in presenting a true
and faithful history of this administration they have been
careful in endeavoring to ascertain and to set forth the date
of the particular transactions connected with the history
of the administration, because they are anxious to exhibit the
whole transaction so as to enable the court in the exercise
of its equitable Jurisdiction, over this subject to do ample
justice not only to the distributees of the Estate and the
administrator but that your Honor may at the same
time be enabled to settle and adjust the respective rights
and liabilities of the Securities to the first and the last
bond of the administrator. whilst your orators are free to
admit that they are responsible for any and every act of mal
administration of which the administrator may have been
guilty since the seventh of May 1841 the date of their bond
they insist that by no rule of law or of Equity, can they be held
responsible for any act of mal administration committed
by him anterior to that period, there liability arises out of
their bond, the date of its execution must fix the period
of the commencement of their liability that bond must
have a prospective and not retrospective operation, it must
in its legal effect be designed to secure the parties interest
and the State against injuries arising from the improper conduct
of the administrator, after the date of the bond. These
who are interested in the Estate whether distributees or creditors
and who have suffered by the misconduct of the administra-
tor before the 7th of May 1841, the date of the administrati-
on bond to which, your orators are Securities, must look
for their indemnities to the bond and the security which
was given when the administration was first granted to
the said Johnson & Alford, your orators charge

that from the date of their bond up to the institution
of the suit of the State of Missouri, at the relation and
to the use of James C. Bates and of the State of Missouri
at the relation & for the benefit of Elias F. Honey, both
of which was at the March term of the Circuit Court
of Jefferson County 1842, as appears from the records
before referred to, there was not any act of Mal Adminis-
tration ^{on the part of the administrator} of the Estate by which any distributee or creditor
was injured or any damage done to the Estate or liabil-
-ity attached to his security, to the last administration
bond, who are ^{now} ~~are~~ ^{crators}, James C. Bates himself by his
own proceedings against the administrator commenced
against him about as soon as administration was taken
on the Estate at any rate, as early as the 28th of November 1838
in less than three years after letters of administration had
been taken out by Johnson & Alford, which proceedings
were well calculated to embarras the conduct of the ad-
ministrator, has clearly shown this fact, otherwise his suit
in the name of the State of Missouri at the relation and
for the use of James C. Bates against Johnson & Alford
& Isaac Cadwalader was a most causeless and vexatious
proceeding the burden of his complaint against them was
the failure to render a full and complete inventory of
the Estate omitting Verres bond alleged to be \$1850, Bates
& Alford's note for \$3000 Hammonds receipt &c. and his failure
to pay over to the distributees of the State their respective
distributive shares and when these and all the other ^{points} ~~pro-~~
-nts involved in that controversy were settled against ^{him} ~~by~~
the award of the arbitrators selected by the parties,
he moved and obtained leave to enter a new ^{pro-} ~~pro-~~
-ceeding in the Circuit Court and contented himself with a judg-
-ment for one Cent and for costs. This judgment was
rendered on the 19th day of July 1841 but this it seems
was only to commence operation in the County Court

which had on the 20th of March 1841 being the
 the foundation of his complaint in the very same
 Cause of action as that in the Circuit Court of
 Jefferson County, disposed of upon the award of the ar-
 bitration to wit the failure of the administrator to rend-
 er a complete inventory of the Estate omitting the bond
 due from Augustus Jones, and also the note of the said
 Alford & Bates to the Estate of the intestate thus com-
 plaining against the administrator and his first secu-
 rities of having rendered a great damage by the
 misconduct of the administrator as early as 1838 and
 continues to harass them up to the 19th of July 1841 which
 he goes out of Court with a judgement of one cent
 damages, despairing of accomplishing his object in this Co-
 urt where the whole subject was known and understood
 he brings his suit in the County Court to investigate
 the same subject not with standing it had been once
 investigated by a tribunal of his own selection, and
 in his presence and afterwards by this Court, the County
 Court misled and deceived by mistaking the legal ef-
 fect of their order gave judgement against the said
 Johnson & Alford administrator for the sum of four
 hundred dollars and ordered him to pay to James
 & Bates that sum being his distributive share of the
 money which had come to the hands of the administra-
 tor each of the five distributees being entitled to the
 like sum. This order was made on the day of the
 January term of the County Court of Jefferson 1842
 but was founded upon and grew out of the notice given
 on the 20th of March 1841 and the petition of the said
 James & Bates filed at the April term of the County
 Court for Jefferson 1841 anterior to the date of the
 bond given by the administrator and to which your
 orators were securities which bond bears date on the

7th of May 1841 although this order of the County Court
 of Jefferson bears date on the 27th day of January 1842
 after the date of the last mentioned bond, yet your
 orators humbly apprehend that the judgement must
 have relation back to the period when the cause of action
 originated, and this must have been before the date
 of the notice of the 20th of March 1841. If this be
 so and that it is so, your orators are advised is a clear
 legal proposition then liability attached to the secu-
 rities to the original bond and not to your orators who
 had no connection with the administration or the Estate
 either directly or indirectly until the 7th of May 1841
 and your orator therefore charge that the proceedings
 instituted against them, with the administration upon
 their bonds growing of the order of the County Court of
 the 27th of January 1842 was groundless and vexatious
 and that it was a fraudulent attempt to make
 them responsible for the liabilities of the others is
 contrary to every principle of law and Equity
 Your orators are moreover advised and they therefore
 charge it to be true that the order of the Court of the
 County of Jefferson was fraudulently and surreptitiously
 obtained by concealing from the said Court the fact
 that both the amount of Jones, Bond, and Bates
 & ~~Bald~~ford's notes had been subject of a former ad-
 judication by a competent tribunal and that the said
 James C. Bates being a party to that controversy and
 present at the adjudication did acquiesce in the justice
 of it. These having been one disproof of, your orators
 humbly apprehend that there was no legal authority
 to make them the foundation of a new action. It was
 upon no technical grounds these notes and Jones
 bond was dispossessed of by the arbitrators and subsequently

by the judgement of the Circuit Court of Jefferson County
 but the actual merits of both were investigated and reported
 upon, by the arbitrators whose award was made the
 foundation for the judgement of the Circuit Court
 your orators are advised that after that judgement
 any effort to make them subject of adjudications in an
 inferior or in any other tribunal by way of an original
 proceeding by a party or party to the first suit would
 be in violation of every principle of law or Equity and
 grossly against good conscience, tending in its practical
 operation to render litigation interminable. Now this
 all your orators are advised that the administrator having
 heard of the intended movements attended the Court
 of the County of Jefferson with a view to meet and
 resist the effort that waited on the Court three days expect-
 ing to meet the motion but altho the said James
 M. Bates or his counsel was present yet they carefully
 abstained from taking action in the case until the
 administrator supposing they had abandoned all
 idea of such a course left the Court house and the action
 was taken and the said order obtained from the Court
 it who was impressed with the belief that the effect
 of the order was simply to cause a settlement of the admin-
 istrators accounts and that at their next term it
 were competent for them and that they would rescind
 their order at the next term of the Court and indeed
 they assured the administrator that they would so re-
 scind it, as your orators are advised at their next term,
 however they were advised that it was not competent
 for them to do so, and they declined rescinding the same
 and thus your orators are harassed by an execution
 founded upon a proceeding wrongfully and unjustly
 in its very inception and sustained either by law or Equity
 for they do not hesitate to declare it is their honest

conviction that nothing is due the Plaintiff the Executors now sought to or enjoined

If your Honor will look to the award of the referees filed in the case of the State of Missouri at the relation and to the use of the same James H. Bates brought in 1838 in the Circuit Court of Jefferson County will perceive that the said James Bates admitted that amount of which the administrator was chargeable on account of Jones's bond was 1043. dollars, instead of \$1850 which he first sought to charge him. It will also be seen by reference to the said award how the debt of \$5,000 due from Bates & Alford to the intestate had been paid off, much of it now seems, was paid in the life time of the intestate and the County Court notwithstanding these two items have been previously adjudicated in manner aforesaid made them the foundation of their order of 1842, and this order is made the ground work of the two last mentioned judgments. This is not all the instances of injustice exhibited by the records in which the said Plaintiff James H. Bates and Elias H. Hone, seek to evade themselves against your orders, it will be seen by reference to the documents filed in this cause and prayed to be taken as part of this bill that when the administrator made his annual settlement of July 1840, he had the received on account of the Jones judgment of \$543.70, which was then brought in the aggregate amount of receipts making the sum of \$1416.70 and leaving a balance of \$706.63 due the Estate, from the administrator at that time. In this settlement there was an error of \$2.45. This balance was in the hands of the administrator nearly or more than 12 months before the execution of the bond executed by the administrator with your orators as his securities was dated, and this balance was carried into the succeeding annual settlement of July 1841.

at which annual settlement there seem to be a balance in the hands of the administrators due the Estate of \$581. 15. though there is a balance of \$601. 15. making obviously an error in the settlement of \$20 in the Collocation yet the County Court without any further settlement disclosing any new receipts by the administrator directed the the administrator to disburse the sum of two thousand dollars among the distributees of the Estate this is done arbitrarily without requesting him to settle his accounts and exhibit the actual condition of the Estate by which means pretext is given to the distributees to that Estate to sue and harass your orators for a supposed amount of assets which never did belong to this and for which your orators verily believe the administrator himself was not responsible any time and which your orators distinctly affirm that they do not consider themselves responsible for one dollar either in law or equity or in good morals or that either of the distributees of of the said ought to receive a dollar.

The documents exhibited with this bill and prayed to take no part thereof shows other acts of error and obvious impropriety tending to inflict serious and unwarranted injustice upon the securities and to swell the the amount of the assets into a magnitude that does not in truth belong to them. It will be remembered by your honor that an additional inventory was required to be filed by the administrator which accordingly did on the 28th of October 1841 in which he returned Bates & Alford's Note for \$3,000 dated March 10th 1834 as before stated, a receipt for a note against ^{Augustus} Jones for \$1850 and the amount collected of Joseph Evans \$160, making in the whole the sum of 7010.00. it will be also recollected by your honor that Jones's debt Alford & Bates note, and the sum of \$160 dollars collected

of Joseph Evans had been the subject of the former
 suit and had been accounted for and settled in the
 presence of the said James C. Bates, and the said adm-
 inistrator by the award of the arbitrators and the judgement
 of the Court, and yet this sum altho before accounted
 for in the settlement had before the arbitrators by the adm-
 inistrator is again trumped up, the debt of Jones which
 at that was admitted to be only a thousand and forty the
 = ee Dollars is magnified in to \$1850. altho \$54370 had been
 collected by the administrator, before the settlement
 of July 1840, and in that settlement had been accoun-
 ted for leaving a balance of \$5000.00 of Jones' debt
 at that time not collected and accounted for by
 the administrator and which it does seem to ^{you} should
 = been all that = administrator was charged ^{able} with
 and yet insted of this sum on the \$1843 at most the
 administrator reduced the whole of the original amou-
 =ount of \$1850 the amount collected of Evans Evans
 and Clifford & Bates notes for 5000 in his additional
 inventory, by which means he himself inadvertently
 furnished matter for a pretext for an order, the County
 Court and for subsequent action in this Court the
 practical effect of which is the ruin ^{in property} of the
 administrator and material and lasting injury to your
 orators when a fair and proper settlement of the acco-
 =unts of the administrator will show that there is nothing
 due to the intestate, and the judgement rendered again-
 =t your orators orators are iniquitous and in form all in
 Right and Justice

Your orators beg leave most respectfully to call the particular
 =ar attention of the Court to the manner in which the debt
 of Bates & Clifford originated the manner in which it was
 settled and the circumstances attending it from which

it will be seen by the Court that there is in deed
 nothing due upon it, or that if there is, it is due still
 from Bates & Alford to the Estate, and must stand
 as any other uncollected due to the estate, and that your ora-
 tors are not and cannot be held bound therefore your
 orators are advised that on the 10th of March 1834 the
 said Johnson, Alford and Henry P. Bates execute-
 =d their joint bonds to Elias Bates for the sum of five
 thousand dollars payable in five equal annual pay-
 ments to Elias Bates, or his order commencing the 10th
 of March 1835 this bond is herewith exhibited marked
 (N^o 13) and prayed to be taken and considered as part
 of this bill and was given by Alford & Bates to Elias
 Bates for his hold which was undivided in the shot
 factory and forwarding establishment at Merculaneum,
 which interest the said Elias Bates had therefore purchase-
 =d of John W. Honey, and to secure the purchase money
 gave a deed of trust or a mortgage on the property to the
 said John W. Honey which was duly recorded and was
 unsatisfied when the said Alford & Bates made the
 purchase from Elias Bates which will appear by refe-
 rence to the said deed herewith exhibited and prayed to
 be considered as part of this bill marked (N^o 14) In
 order to discharge the said property from the incumbr-
 =ances and to secure to themselves the title there to the
 said Alford & Bates in the life-time of the said Elias
 Bates paid to C. S. Austin administrator of
 John W. Honey who had departed this life heretofore
 and with the Consent and approbation of the said
 Elias Bates on the 10th of March 1835 \$1000 and vari-
 =ous ~~other~~ ^{said} other payments to Austin as administrator of ~~the~~ ^{of}
 =~~and~~ ^{said} on the same account, and other debts paid by the
 said Bates & Alford for Elias Bates, in his lifetime
 =e, and at his instance and request and others which

was paid by the said Alford as administrator after the death of the said Elias Bates together with an interim account of the said, against the said Elias Bates, making in the whole the sum of \$5783.69, as will be seen by reference to the account herewith ^{marked} filed, ^{marked} 15, and prayed to take and considered as part of this bill. For the various items your orators are advised that proper vouchers are now in the hands of the administrator with the exception of the item of \$621.73, paid to the said Salt Company which note has been lost or mislaid and the whole amount of \$5783.63, is applicable to the extinguishment of the bond of \$5000 and the balance is justly due to the said Alford & Bates or to the said Johnson & Alford, these payments were made to principally in the life time of the said Elias Bates. There have been not settled in the life of Bates nor since his death and your orators believe and therefore charge that upon a settlement of these accounts the estate will be indebted as before intimated and yet your orators & the administrator are held responsible for the debts of \$5000 also upon what principally your orators are to be made responsible they are at a loss to conjecture upon none higher to established had either in law or in equity. These evidences of debt passed into the hands of the administrator so soon as he qualified and more than three years elapsed before from that period and the date of their bond of the administrator file to pursue the proper method to collect the assets of the estate and any of them, have been lost by negligence it all must have happened within three years from the date of his administration the period limited by law when he should have closed the estate by final settlement or have shown cause to the court why he did

not, there has been as yet no final settlement of the Estate and more your orators are advised has been paid out, there has been received by the administrator. Nothing your orators are informed has come to his hands since the 7th of May 1841 which has not been accounted for, under this view of the case and the circumstances connected there with your orators insist they ought not to be charged with any thing on account the mal administration of the Estate but that if there had been any misconduct on the part of the administrator in the conduct of the Estate it happened before the date there own bond and that the securities to first administration bond are liable if indeed there is any liability any where. The obligors to the bond of Alford & Bates to Elias Bates if they have not discharged it, are still liable for the whole amount, it with interest and ought to be compelled to pay it when your orators become the securities to the last administration bond, they did not undertake to guarantee this debt of \$5000 to the Estate any more than any other debt that might not have been collected and which could not be collected, both the obligors to that are interested as distributees in that estate and your orators charge that these circumstances are no worse now than they were when they entered securities for the administrator. Your orators charge that they are without remedy at Law and therefore compelled to apply to a Court of Equity for relief in which Court frauds hardships and oppressions are always relieved against. In tender consideration the premises your orators pray that the aforesaid Johnson & Alford in his own right and as the administrator of Elias Bates and as the administrator of Bailey G. Martin James C. Bates Elias F. Honey Henry P. Bates Ann Maria Woodson formerly Ann Maria Bates now the widow and relict of Samuel Woodson, Adeline Alford wife of the said Johnson & Alford who was formerly

Adeline Bates one of the legal heirs & representatives
of the said Elias Bates deceased and Isaac Cadwalader
and Charles S. Hankins administrators of John W. Honey
deceased, may be made parties defendant to this bill, that
they and each of them may ^{be} required to answer all singular the
allegations of this bill, that the said James C. Bates and
Elias J. Honey be enjoined and prohibited and restrained
from all further proceeding in their executions aforesaid, that
a proper subpoena of suspension may awarded, that the said
Isaac Cadwalader may be made to answer for his just
and proper liabilities under the bond to which ^{he} gave secu-
-rity for the administrator, that the said Johnson & A
Alford may be required on his oath answer all every allegation
of this bill as clearly and as distinctly as if he was partic-
-ularly interrogated that he be required to discover and
set forth how the bond of Bates & Alford has been
paid let him exhibit with his answer the evidence of
its payment let him show at what time the defen-
dants amount of assets came to his hands and how
he has disposed of them that he be required to state
and settle his administration accounts before the Court
or before some competent Commission to be appointed
by your Honor and for all such other and further relief as may
be consistent with Equity & good conscience and in duty
bound will ever say &c.

State of Missouri, set
Jefferson County, This day Dawson Cooley personally
appeared before a Justice of the County Court in & for
the County of Jefferson State of Missouri and made
oath that the allegations of the within bill so far
as made before his own knowledge are true and so
far they are made upon information derived from others
he believes to be true and that there is now no supreme or
er

Circuit Session nor any Judge thereof within the
County of Jefferson

Subscribed & sworn to before Dawson Corley
on this 3rd day of July A.D. 1843.

G. W. Johnston. J. C. C.

State of Missouri }
Jefferson County } It

Injunction is awarded according to the
prayer of the bill upon the plaintiffs entering
into bond with approved security conditioned
as the law directs, and the Clerk of the
Circuit Court is hereby authorized & direc-
-ted to issue the proper Subpoenas of Injunction
to injoin restrain and prohibit the defendants
James C. Bates and Elias F. Honey there
Agents and attorneys from all further proceed-
-ings upon the Judgments, and executions
thereon as stated in the plaintiffs bill, until
the future orders of the Circuit Court for the
County of Jefferson, and he is also auth-
-orized and directed to issue the proper
Subpoena in Chancery, vs each of the def-
-endants in the said bill mentioned

Given under our hands and Seals as Justices
of the County Court of Jefferson County at Hillsboro
in the County of Jefferson aforesaid this third of
July in the year of our lord one thousand eight hundred
and forty three

John M. Strickland. J. C. C.
G. W. Johnston J. C. C.

To
John S. Mathews Clerk of the Circuit
Court of Jefferson County —

Vouchers to accompany the bill in Chancery in the Circuit Court wherein Lawson Leoley and Aaron Henry are plaintiffs and James B. Bates and others are defendants.

Appraisement list of personal property.

Voucher No 1. } A list of personal property belonging to the Estate of Elias Bates late of Jefferson County Missouri dec'd as taken by Francis Mcanea Charles S. Rankin, and Fiskel Gallatin.

1 Silver watch	8.00	1 Clock & Case	10.00
4 Small Hogs	1.00	1 Looking Glass	5.00
1 Feather bed & Bolster	20.00	1 Table	5.00
1 Side Stab	1.00	1 Axe	75
1 Bureau	1.00	1 Pick	1.25
1 Bedstead	4.00	1 set chairs	1.00
1 pr Shovel & Tongs	2.50	1 " do	5.00
2 Fur Hats	1.50	3.00	<u>\$80.50</u>

C. S. Rankin. F. Mcanea. F. Gallatin — — — — —

You and each of you solemnly swear that you are not interested in the Estate of Elias Bates, dec'd late of Jefferson County Missouri, nor of any kind to any person interested in his estate as heir or devisee, and that you will to the best of your ability view and appraise the personal property of said Estate to you produced by the administrator of said Estate. C. S. Rankin F. Gallatin. F. Mcanea, ~~you and each of you are not interested in the Estate of Elias Bates, dec'd late of Jefferson County Missouri~~ nor of any kind to to Subscribed and sworn to before me this the 14th day of October 1836. John Geiger Justice. filed Oct 14th 1836

A True copy attest, Prof Clerk Sec. C.

First Annual Settlement to wit, April 26th 1838

Voucher No 2. } Johnson Halford saw } Annual Settlement of Elias Bates dec'd } This day said administrator presents into Court his accounts and vouchers for an annual Settlement whereby it appears that he has received a part of said Estate amounting to the sum of Two hundred and twenty $\frac{82}{100}$ dollars.

and has disbursed on account of said Estate the sum of one hundred and eighty five dollars leaving a balance due said Estate of forty two dollars $42\frac{82}{100}$ cents which is approved

Second annual Settlement July 23^d 1859.

Vouching Johnson H Alfred adm^r } Annual Settlement

No. 3 } of Elias Bates deceased } The said administrator presents his accounts and vouchers for an annual settlement whereby it appears that he has received since last settlement five hundred dollars from the sale of Real estate. That he has disbursed the sum of three hundred and fifty dollars on account of said estate, all of which are approved by the Court:—

Voucher } Petition for sale of Real Estate filed April 24th 1858. to wit
No. 4. } To the Honorable The Justices of the Jefferson County Court, your petitioner Johnson H Alfred would represent, that he hath obtained letters of administration on the Estate of Elias Bates deceased late of said County of Jefferson. that the assets arising from the sale of personal estate, and from the collection of debts due the estate of said Elias, are not sufficient to pay the debts against the same, and that all the personal estate has been sold, in consideration whereof your petitioner prays your Honorable Court to order and decree a sale of the lands belonging to the Estate of the said Elias or so much thereof as may be necessary for the payment of said debts. and your petitioner will ever pray &c
Your petitioner will further state that the list of sales now on file in said Court amounts to the sum of sixty six dollars and eighty eight cents. The debts due the Estate over and above the amount of the sale list are as follows. D B Boyse's note \$3.00 John Gamble do \$5.85. Daniel Brune do 1.56. John Sanders do 18.81 C H Smith do 7.44. Gates B. W. Cain do 3.00. W H Jones do 1.31. James Keith do 3.92. Benjamin J Boughton do 5.00. A W Morgan do 0.65. an a/s against Ashley & Brown 129.78 $\frac{1}{4}$ John Gamble bill of sale 30.00 John W Hume and wife deed/recognition James Reed note 36.08 John W Denniston & Dennis Armstrongs 3 notes dated May 12 1855

= payable 2.384 years 171.10. That all the debts due said Estate except the notes upon Benjamin J Boughton and John W Denniston and Dennis Armstrong were barred by the Statute of Limitation and upon persons who have left the county or are insolvent. That the debts against said Estate and allowed by the County Court are as follows In favor of Rees Cadwallader \$4.44. C. S. Rankin & Co. 5.44. Saml. S. Keel 1.50 John Anderson 150.00. Hardy Mc Cormack 3.90. Isaac Cadwallader 121.95. That there is a Judgment in favor of Johnson H Alford assignee of Elias Bates against Augustus Jones in the St Louis Circuit Court of which said Estate is entitled to the beneficial interest amounting to about Eleven hundred dollars & upon which execution has been issued and nothing made. Also a Judgment against Samuel Woodson, admr in the Jefferson County Court for the sum of thirteen hundred fifteen dollars sixty eight cents and that said Estate is insolvent. That there is no personal property of said Estate remaining unsold. That the assets now in his hands amounts to the sum of eleven dollars and fifty cents. And that the real Estate of said Elias is of the following description to wit: The equal undivided half of a certain tract of Land situate in the county of Jefferson, said to contain three hundred and fifty acres, being a part of the same tract of Land conveyed to John W Honey and the said Elias Bates, by Robert Work as trustee for Lewis Devotion and Joseph Hatzhog on the 31st day of March 1823. —

State of Missouri } 88

County of Jefferson }

This day personally appeared before the undersigned Clerk of the County Court for said County Johnson H Alford admr of Elias Bates, and made oath that the matters and things stated in the foregoing petition and account of administration are true to the best of his knowledge and belief J H Alford. Subscribed and sworn to this 21st day of April 1838. John S. Weather Clerk

On petition for order of sale April 24th 1838.

order of { Johnson H Alford admr } Petition and affidavit for sale of Real Estate
Publication } of Elias Bates deceased } Now at this day comes said administrator

and produces into Court ^{a Statement} of his intestate's Estate, verified by affidavit as required by Law. where by it appears there is not sufficient personal property of said Estate to pay the debts and praying the Court for an order to sell certain real Estate of said decedent in said petition described. it is therefore ordered by the Court that said Administrator give notice to all persons interested in said Estate by publication in some newspaper in the City of Saint Louis for six weeks successively. that unless they appear at the next term of this Court and shew cause to the contrary, due order will be granted according to the prayer of the petitioner.

October 3^d 1838. order of Sale

order of } Johnson H Alford & am } Petition for sale of Land
Sale } of Elias Bates deceased } This day came Johnson H Alford admin-
-istrator of Elias Bates deceased, and it appearing to the satisfac-
of the Court that the order of Publication awarded in this cause
had been duly published as required by law, it is ordered and adjudged
and decreed that said administrator do expose at public sale
to the highest bidder on the eleventh day of December in the year
eighteen hundred and thirty eight, during the sitting of the
Circuit Court for the County of Jefferson, the Land in the Original
petition mentioned to wit, the undivided half of a tract of Land
supposed to contain three hundred and fifty acres, belonging
to the Estate of the said Elias Bates deceased, being a part
of a tract,
lying in said County on the Mississippi River, containing six
hundred and forty acres. Known as the Hatford tract confirmed
to Jonathan Kendal, and by him conveyed to Lewis Devotion and
Joseph Hathey, and by Robert Wash Trustee of the parties last mentioned
to John W Honey and Elias Bates, on the thirty first day of March in the
year Eighteen hundred and twenty three. And it is ordered that
said Administrator sell said Land before the Court house door
in the Town of Herculaneum for cash in hand, giving notice of
the time and place for four weeks in some newspaper printed
in the County of Saint Louis, and by ten written advertisements

put up in ten public places in the said County of Jefferson; and
that make report to this Court.

Inventory of papers &c

Voucher } Statement of notes Book a/c and other evidences of Debt, and property
 No 5 } belonging to the Estate of Elias Bates deceased Herculaneum August
 30th 1856. D. D. Boyce's note 10th Oct 1834. 3.00. John Gamble. 22^d August
 1831. 3.85. Dan Greene 8th Sept 1832. 1.56 1/4 John Landers. 20th April
 1832. bal 18.81. C. H. Smith " 30th April 1832. 7.46. Gates D. M. Lewis "
 17th June 1831. 3.00. H. H. Jones " 20th July 1831. 1.31. James Keith no date 3.92
 Benjⁿ I. Doughton " 25th Dec 1835. 5.00. A. M. Cogan. 21st Sept 1826
 0.65, an a/c against Ashley & Brown balance due March 9th 1827
 129.78 1/4 James Ervin & Elizabeth Ervin deed. John Gamble bill
 of sale. 30.00. John W. Hiney & wife deed. Adeline Lewis to E.
 Bates deed. Jos. Boring to E. Bates deed. S. Hammond & wife to E. Bates
 deed. do do to do do. George Hammond to E. Bates, Jas Reed note
 25 Feby 1830. 36.08. J. W. Denniston and Dennis Armstrong note
 dated May 12th 1836 at 2 year from date. 220.00 do, do, do. 210.00
 do, do, do. 241.10. The 3 last mentioned notes on Interest from date
 One Ledger marked A containing sundry accounts. we certify
 the above statement to be correct so far as our examination went
 John Hammond Wm Foxton.

John Hammond West Foxton.

Voucher Copy of Annual Settlement July 1840. July 28th 1840.

806 Johnston N A Sprad a adm^r } Annual Settlement
of Elias Bates dec^d } Now at this day comes the said admⁿis-
-trator for an annual Settlement whereby it appears, that at his last
Annual Settlement there was a balance due said Estate amounting
to the sum of $192.\frac{82}{100}$ \$ that he has since received a p^{ty} of said
Estate amounting to the sum of \$1223.89. and that he has disbursed
the sum of \$707. $\frac{63}{100}$ which is allowed. — " — " —

Copy of same as filed April 20th 1838

Voucher } The Estate of Elias Bates in ap with W H Alford and Co
 No 2 } By amt of Sale list on file when collected \$164.88
 " least Rec of Philip Cole Esq. being amount collected } 160.94
 from Joseph Evans } \$227.82

\$227.82

Dr
 To Cash paid Plook his fee in suit against }
 Ervin vott # 2 } 16.00
 " paid same his fee in suit of Isaac Cadwallader }
 Lader against Est. V# 2. } 12.50
 " paid Doctor Skell amount of allowance 1.50 185.00
 Balance \$42.82

April 26th 1838.

J H Alford admr

Copy of admr a/c filed July 23^d 1839

Voucher } Estate of Elias Bates in a/c with J H Alford admr
 N.B. } By balance due as per last settlement \$42.82
 " Cash rec^d from Daniel Dunklin for sale of land 500.00
 Dr \$542.82

To Cash paid John Hammond \$220.00
 " Cash " Isaac Cadwallader 130.00 350.00
 Balance due Estate. \$192.82

Copy of admr a/c filed July 29th 1840.

Voucher } 1839
 N.B. } Aug 25. To Cash paid P F Givens his attys fees in case of }
 " Ervin's adm against this Estate } \$12.50
 " Cash paid de his fees in attending to sale of land 10.00
 " Cash paid de his fees in this Estate vs. John W }
 Denniston & Dennis Armstrong } 10.00
 Aug 26 " Amt paid Isaac Cadwallader 616.35
 " " " do 7.50
 " Cash paid fee lde in case this Estate against }
 Denniston & Armstrong } 5.25
 " Cash paid Expences to H Lewis in attendance }
 to suit against A Jones } 10.50
 " Amt paid F Mooney & Co their allowance 29.85
 " " " Rees Cadwallader his allowance 5.59
 " Balance due carried to credit side 709.08
 Dr \$1416.71

1839
 July

By Balance due as per Settlement this day \$192.82.
 " Cash Rec^d from I Cadwallader for amt of
~~Indyagoans~~

Indy against Denniston & Armstrong

\$270.19

" Amount of Denniston & Armstrongs note

210.00

" Cash rec^d from H. P. Bates for purchase of
House & lot in Herculaneum

200.00

" Cash rec^d from Sheriff of St Louis for on

Indy against R. Jones

548.70 & 1416.71

1840 July. By balance due as per Settlement this day

\$709.08

Copy of Notice for further security, filed April 28th 1841.

Voucher to the Honorable the County Court of Jefferson County.

N^y. The petition of James C. Bates respectfully sheweth, that he is interested in the Estate of Elias Bates late of the County of Jefferson deceased as Legatee, the said petitioner being the son of the said Elias. That Johnson H. Alford is the administrator of the estate of the said Elias, having given as security on his bond as administrator Isaac Cadwallader and Bailey G. Martin. That the said Bailey G. Martin has since deceased and that Isaac Cadwallader is now the only security. Your petitioner further shews that the penalty of the bond is only two thousand dollars, and your petitioner is informed and believes that the amount of the Estate independent of the security is much over that sum. Your petitioner further shews that the inventory filed by the said administrator is imperfect and is not a full inventory of the property belonging to the Estate, that there is an omission to state a demand in favor of the said intestate against Augustus Jones, and also of another demand in favor of the same against H. P. Bates and J. H. Alford. — Your petitioner prays that the said J. H. Alford administrator as aforesaid may be ruled by this Court to give additional security as administrator, and that the penalty of the bond may be increased, and also that the said administrator may be ruled to file an additional inventory of said Estate and your petitioner will ever pray. James C. Bates
State of Missouri, Jefferson County, SS. Personally appeared

in open Court James C. Bates, who being duly sworn upon his oath says, that the matters set forth in the foregoing petition are true so far as the same are stated from his own knowledge, and so far as the same are stated from the information of others, he believes to be true. J. C. Bates Sworn to & Subscribed in open Court April 24th 1841

Prof. Mather, Clerk

Copy of Notice to J. H. Alford adm^r of Elias Bates

Vouches } Mr. Johnson Pl^t. Alford adm^r of Elias Bates dec^d. You are
N^o 8. } hereby notified that at the next term of the County Court to be holden at Hillsboro within and for the County of Jefferson on the fourth Monday of April next, on the first day of said Term, or as soon thereafter as a hearing can be had a motion will be made in said Court, to rule you to give further security, as administrator of the estate of the said Elias Bates, on account of one of the original securities being dead; A motion will also be made that the amount of the bond be increased, A motion will also be made to the Court to order a distribution of said Estate to be made to the several distributees, and also for an additional inventory, of property debts, and evidences of debts belonging to said Estate be filed. March 20th 1841.

Yours respectfully, James C. Bates, by M. F. Rippe Atty.

Vouches } Additional^{Inventory} of evidences of debts belonging to the Estate of Elias
N^o 9 } Bates which have come into my possession since my first inventory was rendered. J. H. Alford and Henry P. Bates, note dated March 10th 1834, payable in five equal annual }
payments } \$5000.00

A receipt for a note against Augustus Jones on which note was due \$1850 } 1850.00

And collected from Joseph Evans on notes 160.00

J. H. Alford adm^r of Elias Bates Estate. \$7010.00

State of Missouri County of Jefferson M. Johnson H. Alford

administrator being duly sworn upon his oath says, that the above is a full additional inventory and description of all the money, goods, chattels, and estate, real and personal, Books, papers, and evidences of debt and title of the deceased, and of all debts due or becoming due so far as he can ascertain them and that he was not indebted or bound in any contract to the deceased Elias Bates at the time of his death except as stated in this and the former inventory J H Alford, sworn to and subscribed before me Oct 28th 1841. John McWeather Clerk. —
 Dec 6. filed Oct 28th 1841. J. McWeather Clerk. —

Annual Settlement July 1841. filed July 26th 1841.

Voucher } Estate of Elias Bates kept with J H Alford and by
 No 10 } By balance due as per last settlement. \$709.15

Am't received of H P Bates for balance due on
 his note including interest — — — — } 137.52
 Dr \$846.65

To Am't paid Scott & Feigler attorneys fees in
 the case of the Estate vs. John Horine } \$10.00

" Am't paid J H McWeather his fee bill 11.05.

" " " John Hammond balance on
 allowance from Hardy M. Cormack } 239.45 \$255.50
 July 26th 1841 \$591.15

by Am't p^d Scott & Feigler not having a voucher therefor 10.00
 Copy of Xels bond of Admin } \$601.15

Voucher } Know all men by these presents that I Johnson H Alford as principal
 No 11. } and we Lawson Corley & Aaron Henry as securities, are held
 and firmly bound unto the State of Missouri in the full
 and just sum of four thousand dollars, to the payment
 whereof well and truly to be made we bind ourselves, our
 heirs, executors administrators and assigns, jointly and severally
 firmly by these presents sealed with our seals, and dated
 Hillsboro this seventh day of May 1841. The condition of the
 above bond is, that if the said Johnson H Alford admini-

istrator of the Estate of Elias Bates deceased shall 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 Johnson H Alford (LS). Aaron Henry (LS) Lawson Cootley (LS) Recorded 8th day of September 1842. Prof. Moathens Clerk. filed May 8th 1844. Prof. Moathens Clerk — " — "

Voucher } No 13 } There is no voucher or bond a copy of the bond of Bates and Alford on file in the Office of the Clerk of the County Court State of Missouri }
County of Jefferson } John S. Moathens Clerk of the County Court within and for the County of Jefferson aforesaid certify the foregoing to be true and correct copies of the Records and vouchers on file in my Office. Nos. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. as required to accompany the bill in Chancery of Lawson Cootley & Aaron Henry plaintiffs or complainants against James B. Bates and others defendants. Witness my hand and the seal [LS] of said Court at Office in Hillsboro the 13th day of October A.D. 1843
Prof. Moathens Clerk

Vouchers to accompany the bill in Chancery in the Circuit Court wherein Lawson Cootley and Aaron Henry are plaintiffs and James B. Bates & others are defendants. — " — " — " — "

Copy of Original declaration & proceedings of James B. Bates against Johnson H. Alford and of B. Bates & others. — " — "

Voucher } No 5 } State of Missouri } In the Jefferson Circuit Court
County of Jefferson } December Term 1848.

The State of Missouri who sues in the relation and to the use of James B. Bates and heirs and distributees of Elias Bates deceased. Complainants of Johnson H. Alford, Isaac Cadwallader and Johnson H.

6
H. Alfond adm^r of Bailey G. Martin deceased the defendants
of a plea that the said Johnson H. Alfond Isaac Leadwallader and
Johnson H. Alfond as administrators of said Bailey G. Martin deceased
render to the said State of Missouri, who sues in the retation and to
the use aforesaid the sum of two thousand dollars, which the said
Johnson H. Alfond Isaac Leadwallader, and the said Johnson H.
Alfond as administrators of the Estate of the said Bailey G. Martin
deceased, owe to and unjustly detain from her. For that whereas the
said Johnson H. Alfond Isaac Leadwallader and Bailey G. Martin
deceased in their life time heretofore to wit on the twenty sixth day
of July in the year of our Lord Eighteen hundred and thirty six by
their certain bond or writing obligatory, sealed with their seals, a
duly certified copy whereof is now here to the Court produced and
shown, the date whereof is the day and year aforesaid, the original
being on file, 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
State of Missouri by the said Johnson H. Alfond Isaac Leadwallader
and Bailey G. Martin, which said bond or writing obligatory was
made with a certain condition thereunto written; that if the said
Johnson H. Alfond 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 bond to be void otherwise to
remain in full force and virtue, as by said bond or writing obligatory
and the condition thereof will 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 H. Alfond,
yet the said Johnson H. Alfond 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) Anna Maria Bates (now Ann Maria Woodson) James B Bates, in whose relation and to whose use this suit is commenced. Henry P Bates, and Elias Henry son of her that was Mary Clarissa Bates, as heirs and distributees, and that the said James B 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 Estate of the said Elias Bates was so granted as aforesaid, to the said Johnson H 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 and possession of the said Johnson H Alford administrator 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 Rufus (General) Augustus Jones, on which there was a balance due of about eighteen hundred and 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 and thirty four, Also a receipt from John Hammond for one hundred and twenty dollars on a note in favor of Nancy Hammond, 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 so 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 an Inventory of said property of said Estate of said Elias Bates deceased nor hath the said Alford filed or caused to be filed the same together with affidavit of him the said Johnson H 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 H 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 nor caused to be filed an appraisement thereof signed by the appraisers or two of them, together with the affidavits of the appraisers thereto, in the Office of the Clerk of the 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 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 Terms 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 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 breaches of the said condition of the said bond or writing obligatory

so as aforesaid assigned, the said James C Dates hath sustained damages 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 Dates, to have and to demand of and from the said defendants the said sum of money above demanded, yet the said defendants altho often requested so 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 hitherto wholly neglected and refused and 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 Dates of two thousand dollars and therefore the said plaintiff brings her suit &c
Filed Nov 21st 1838. J P. Polk for plaintiff

Summons Whereupon the clerk of said court issued the following summons to wit
"County of Jefferson S. S. The State of Missouri. To the Sheriff of Jefferson County, Greeting. We command you that you summon Johnson H Alfors, Isaac Leadwallader & Johnson H Alfors administrators of the Estate of Dailey S McArthur deceased, that they be and appear before the Judge of our Circuit Court, at a Court to be held in the Town of Herculaneum on the second Monday of December next, then and there to answer the complaint of the State of Missouri, who sues in the relation and to the use of James C Dates, a copy of whose declaration is hereto attached, and have you then there this writ. J. D. D. Witness John McArthur Clerk of our said Circuit Court at Office this 21st day of November in the year 1838. J. D. D. Clerk." On which writ was the following return to wit "This writ not served for want of time John Hammond, Sheriff" And afterwards to wit on the 17th day of January 1839, an alias summons was issued which is in the words and figures following to wit. — " — " — " — "

Alias Summons } "County of Jefferson S. S. The State of Missouri. To the Sheriff of Jefferson County Greeting. We command you that you summon Johnson H Alfors Isaac Leadwallader and Johnson H Alfors

Johnson H Alford, Isaac Leadwallader and Johnson H Alford administrators of Dailey G. Martin, that they be and appear before the Judge of our Circuit Court, at a Court to be held at the Town of Herculaneum 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 relation and to the use of James C Bates on an action of debt, a copy of whose declaration is hereto attached, and have you then there this writ. [L.S.] Witness John S. Mathees Clerk of our said Circuit Court at Office in Herculaneum the seventeenth day of January in the year of our Lord eighteen hundred and thirty nine. John S. Mathees Clerk." Upon which summons there was a Sheriff's return as follows to wit —
 "I executed this writ by reading the within writ and declaration in the presence and hearing of Isaac Leadwallader on the 26th day of February 1839, on the Johnson H Alford by reading the same in his presence and hearing on the 4th day of March 1839, on Johnson H Alford administrator of Dailey G. Martin's Estate by reading the within writ and declaration in his presence and hearing on the 4th day of March 1839. John Hammond Sheriff"
 And afterwards to wit at the April Term of the Circuit Court in the year eighteen hundred and thirty nine the following proceedings were had in the above cause to wit.

April 9th 1839 } State use James C Bates } Put in debt on bond
 } Johnson H Alford et al } The defendant files his demurrer to the plaintiffs declaration in this cause, which demurrer is confessed by the plaintiffs counsel, and on his motion leave is given to amend the declaration, which is done, by consent of defendants counsel, by altering said declaration, without writing a new one & continued."

August Term August 7th 1839

Reference State of Missouri to the use of James C Bates, action on administrators
 Johnson H Alford et al } bond
 And now at this day come the parties aforesaid by their

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 J H 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 \$1100.00. 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, and on which suit was commenced & judgment obtained, and the sum of 1045⁰⁰ made, and the said plaintiff James C 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 note given the said Elias Bates during his life time, by Johnson H Alford and Henry P Bates for the sum of \$5000.00 as aforesaid. The said defendant admitted the possession of and produced the said note for the sum of five thousand dollars, all due the 10th day of March last past, he then produced in bar of and sett off against said note, an open account of him the said Johnson H Alford & Henry P Bates, doing business under the firm of Bates & 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 note, although the said items charged may have all been correct, they consider the said account should have been settled before the county court, The fourth allegation considered was, The Receipt given said C Bates

by John Hammond for \$120. The said 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. John Hammond — The said Arbitrators find on examination of the accounts of the said Johnson H. Alfred administrator of the Estate of the said Elias Bates deceased filed in the Office of Clerk of the County Court that an appraisement list was duly made and filed by ~~said~~ ~~administrator of the Books, papers, and evidences of debts due according to law.~~ 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 that 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 administrator of said Estate in the County Court to the books of which they had reference find he is charged with debts and credits as follows.

Dr. To. amount of debts & evidences of debts filed —	\$ 915.50.
" amount collected from Joseph Evans — " —	1601.94
" amount of sales list of personal property	16.88.
" amount received from sales of Real Estate	500.00
	<u>\$1643.32</u>

Making in the aggregate the sum of \$1643.32.

Cr By Amount of disbursements per vouchers allowed \$555.00

There are also allowances against said estate yet

unpaid amounting to the sum of

1076.05	1601.05
	<u>\$32.27.</u>

leaving payable to the administrator the sum of \$ 32.27
to which is to be added the amount from A Jones 1048.00

Also the amount of note due by Bates & Alford 5000.00

Making in the aggregate that the said administrator is \$4075.27.

accountable for, over and above all the present allowances
against said estate the sum of six thousand seven hundred and
twenty seven cents. In conclusion the said arbitrators
consider that as there is an unsettled account of said administra-
tor of the firm of Bates and Alford against said estate, amount-
ing 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 fif-
teen dollars, and fifty cents, cannot be collected, there is nothing
due the said plaintiff James C Bates at present, 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 which is respectfully submitted.

Witness for I Lewis

J. G. Matthews } John J. Buren,

P. Cole as to Rankin.

C. S. Rankin

J. G. Matthews

Lawson Lewis } arbitrators

In the Circuit Court March 15th 1841.

State use of James C Bates }

Johnson H Alford et al } motion to set aside award filed

March 17th 1841

State use of James C Bates } motion to set aside award withdrawn

Johnson H Alford et al } motion of plaintiff to recommend filed

March 20th 1841.

State of Missouri use of J. C. Bates } On arbitration

Johnson H Alford et al } The motion of said plaintiff to

refer the report of the arbitrators back to said Arbitrators, is after

mature deliberation sustained by the Court, to which opinion

of the Court the defendant files his bill of exceptions, and the

said plaintiff by his attorney comes and says that he will not

further prosecute his said action as to the beacher, a signed
for the non payment of money and property to the distributees
of said estate, and this cause is continued". The above bill
of Exceptions is in the words and figures following to wit.

State to use &c } In Circuit Court March Term 1841.

Johnson H Alford } Be it remembered that the plaintiff in the
above cause filed therein during the present term the following
motion in writing, in the words and figures following to wit.

State of Missouri at the relation of J. C. Bates,

Johnson H Alford & Isaac Leadwallader } The said plaintiff by
his attorney here moves the court for leave to enter a non pro
as to the beacher a signed in said declaration for the non payment
of money and property which may have come into his hands,
or with which he may have been properly chargeable as adminis-
trator, over to the distributees of said Estate Polk & Trisell Attys

The said award therein referred to being in the words and figures
following / award is hereto for copied / which motion was sustained
by the court to which decision of the court the defendants
except and pray the same to be signed sealed and made a
part of the record in this cause by the court which is done accordy
copy of amended award filed May 1st 1841

We the undersigned referees appointed by the Circuit Court
of Jefferson County to settle a certain matter in controversy in
a case wherein The State of Missouri at the relation and for
the use of James C Bates, against Johnson H Alford and his
securities as administrators of the Estate of Elias 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 same referees at the last term of the
Circuit Court of Jefferson County for the purpose of amending
the same, and making it accord with their views at the
time they made the same, would amend and alter their
former 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 assigned, in the plaintiff's declaration, and upon which no non pros has been entered, and they would not alter or amend their award in any other particular

Witness Saml Whitehead

C. S. Rankin
J. M. Weather
An. Cooley } referees

In the Circuit Court July Term 1841. 1st day
July 19th The following proceedings were had in this cause to wit —
Amended } The State use of Jas C Bates }
award } Johnson H Alford et al } Now at this day came the parties aforesaid
by their respective attorneys aforesaid, and the arbitrators heretofore
appointed in this cause, having filed their amended ~~award~~ report
awarding the said Plaintiff the sum of one cent damages, which
being seen is approved by the court. It is therefore considered
by the court that said plaintiff recover of the said defendants the
sum of one cent the damages as aforesaid, in manner as aforesaid
approved as also her costs and charges by her about her suit in
that behalf expended, and that she have execution therefor,
State of Missouri }
County of Jefferson } John S. Weather Clerk of the Circuit
Court within and for the County of Jefferson aforesaid do hereby
certify the foregoing to be truly copied from the records and
proceedings of said court in the case of the State of Missouri
to the use of James C Bates, against Johnson H Alford
and Isaac Leadwalladen.

Witness my hand and the seal of said
court at Office in Hillsboro the twelfth
day of October AD 1843

J. M. Weather Clerk

State of Missouri. County of Jefferson.
Be it Remembered that heretofore to wit on the twenty second
day of March in the year of our Lord Eighteen hundred and —

forty two. There was filed in the Office of the Clerk of the Circuit Court a declaration in the words and figures following to wit
Declaration: Jefferson County Mo. In the Circuit Court March Term 1842
The State of Missouri who sues in the relation and to the use of James C Bates, complains of Johnson H Alford Aaron Henry & Lawson Leoley. that they render unto the said plaintiff the sum of four thousand dollars which they owe and unjustly detain from her. For that whereas heretofore to wit, on the seventh day of May in the year of our Lord one thousand eight hundred and forty one, at Hillsboro to wit at the County of Jefferson, the said defendants by their certain writing obligatory, a certified copy of which is here to the Court Shown. the date whereof is the day and year aforesaid. The said Johnson H Alford as principal and Aaron Henry & Lawson Leoley as securities acknowledged themselves to be held and firmly bound unto the State of Missouri in the said sum of four thousand dollars above demanded, to the payment whereof, well and truly to be made the said defendants bound themselves their heirs executors administrators and assigns, jointly and severally firmly by the said writing obligatory to the said plaintiff, which said writing obligatory, was and is subject to the following condition "The condition of the above bond is, that the said Johnson H Alford administrator of the Estate of Elias Bates deceased shall 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. And after the making of the said writing obligatory on the twenty seventh day of January, one thousand eight hundred and forty two, at the County aforesaid, the County Court within and for the County of Jefferson, the said Court having Jurisdiction, ordered that the above bound Johnson H Alford pay to the above named James C Bates an heir of Elias Bates deceased, and a

distributors of the Estate of the said Elias Bates, the sum of four hundred dollars, it being the said James C Bates distributive share of money in the hands of the said Johnson H Alfors, part and parcel of the said Estate, and subject to distribution, and the said Johnson H Alfors was afterwards to wit, on the twenty seventh day of February in the year last aforesaid, requested to pay the said sum of four hundred dollars to the said James C Bates yet the said sum of four hundred dollars is still in arrear and unpaid. Notwithstanding the said order of the County Court and the aforesaid request, contrary to the form and effect of the said writing obligatory and of the said condition thereof, by reason of which breach the said writing obligatory became forfeited whereby an action hath accrued to the said plaintiff to demand and have of and from the said defendants the sum of four thousand dollars above demanded, yet the said defendants although often requested so to do, ~~have not~~, have not as yet paid the said sum of four thousand dollars above demanded or any part thereof to the said plaintiff but to pay the same or any part thereof have hitherto wholly neglected and refused and still do neglect and refuse so to do, to the damage of said plaintiff in the sum of five hundred dollars and therefore she sues. Triple atty for plaintiff

Whereupon the Clerk of said Circuit Court issued a summons which is in the words and figures following to wit, "County of Jefferson St

Summons "The State of Missouri To the Sheriff of the County of Jefferson Greeting We command you to summon Johnson H Alfors, Aaron Henry and Larson Leoley if they be found in your County that they be and appear before the Judge of our Circuit Court, on the first day of the next Term thereof, to be held at the Town of Hillsboro within and for the County of Jefferson on the third Monday of July next then and there to answer unto the State of Missouri who sues in the relation and to the use of James C Bates plaintiff in a plea of debt, on administrators bond, a copy of whose declaration is hereto attached, to the damage of said plaintiff. Five hundred dollars, and have

you then there this writ [L.S.] Witness John S. Mattheus Clerk
of our said Court with the seal thereof hereto affixed at Office
in Town of Hillsboro this seventh day of April in the year of our
Lord eighteen hundred and forty two. John S. Mattheus Clerk
The bond filed and above referred to being in the words and figures following to wit
Bond Know all men by these presents that I Johnson H. Alford as principal
and we Aaron Henry & Lawson Leoley as securities, are held and
firmly bound unto the State of Missouri in the full and just
sum of four thousand dollars, to the payment whereof we
and truly to be made we bind ourselves our heirs executors admin-
istrators and assigns, jointly and severally firmly by these presents
sealed with our seals and dated at Hillsboro this seventh
day of May 1842. The condition of the above bond is that if
the said Johnson H. Alford administrator of the Estate of Elias
Dates deceased shall faithfully administer said Estate account for
pay and deliver all money and property of said Estate and per-
form all other things touching said administration required by law
in the order of any Court having jurisdiction, then the above bond
to be void, otherwise to remain in full force. Johnson H. Alford
[L.S.] Aaron Henry [L.S.] Lawson Leoley [L.S.] a True copy attest. John
Mattheus Clerk. And afterwards to wit on the 15th day of July
1842, the Sheriff of Jefferson County returned the above summons
with the following endorsement thereon — " — " — "

Return I Executed this writ and declaration on Johnson H. Alford by
reading it in his hearing on the 25th day of April 1842, also on
Aaron Henry by reading it in his hearing on the 12th day of
April 1842, also on Lawson Leoley by reading it in his hearing
on the 20th day of June 1842, M. M. op Sheriff. — " — "

In the Circuit Court July Term 1842, July 20th 1842, — " — "

The State of Missouri to the use of James C. Dates, vs. Johnson H.
Alford et al. 3 Pleas filed issue joined and continued. Which
are as follows to wit "State of Missouri at the relation vs. Johnson
Pleas and H. Alford, July Term 1842, And the said defendants leave vs

Issues

and leave over of the writing obligatory in the plaintiffs declaration mentioned and also of the condition thereto, annexed which is read to them in the words and figures following (the bond is above copied) which being read and heard, the said defendants say that the plaintiff ought not to have and maintain her action aforesaid thereof against them because they say that said Johnson H Alford did well and faithfully administer the estate of Elias Bates deceased and did account for pay and deliver all money and property of said estate, and perform all other things touching said administration required by law in the order of any court having jurisdiction, and this they are ready to verify wherefore they pray Judgment if the plaintiff ought to have and maintain her action aforesaid thereof against them the said defendants P. Cole atty. And for further plea in this behalf, the said defendants say, that the plaintiff ought not to have or maintain the action aforesaid against them because they say that said writing obligatory in the plaintiffs declaration mentioned is not their act and deed, and of this they put themselves upon the country. P. Cole, atty., And plaintiff doth the like Trippell atty. And for further plea in this behalf the said defendants say that the plaintiff ought not to have or maintain her action aforesaid thereof against them, because they say that Johnson H Alford was not administrator of the Estate of Elias Bates deceased, in manner and form as the plaintiff hath in her declaration in this behalf above alleged, and of this they put themselves upon the country. P. Cole atty., and plaintiff doth the like Trippell atty.

Replication State of Missouri at the relation &c vs Johnson H Alford et al July Term 1842 } And the said plaintiff saith that she ought not to be barred or precluded from having or maintaining her aforesaid action by reason of any thing in the said defendants first plea alleged, because she says that the said Johnson H Alford did not well and faithfully administer the Estate of Elias Bates, nor did he account for pay and deliver all

money and property of said Estate, nor perform all other things touching said administration required by law or the order of any court having Jurisdiction, and of this she puts herself upon the Country, Trippe Atty, and the defendants with the like Plea also

In The Circuit Court of the Term 1842 Wednesday Nov 23 1842 -

Judge The State of Missouri use James C Bates } action on administrators
Johnson H Alford Lawson Leoley & Aaron Henry } Bond.

Now at this day come the parties aforesaid by their respective Attorneys aforesaid and neither party requiring a Jury all and singular the matters at issue are by them submitted to the Court. The said defendants by their attorney withdraw the third plea by them pleaded, and the Court being fully advised and having considered the premises, find the issues for the plaintiff, and that said defendants are indebted to said plaintiff in the sum of four thousand dollars, and that said plaintiff hath sustained damages from said defendants in the sum of four hundred and nineteen dollars and seventy seven cents. It is therefore

Judgment considered by the Court that said plaintiff the State of Missouri to the use of James C Bates aforesaid, have and recover of the said defendants Johnson H Alford, Lawson Leoley and Aaron Henry the sum of four hundred and nineteen dollars and seventy seven cents the damages aforesaid, as also her costs and charges by her about her suit in that behalf expended and that she have execution therefor; whereupon the Clerk of the Circuit Court issued Execution in the words and figures following to wit. —

Execution County of Jefferson Let, The State of Missouri to the Sheriff of the County of Jefferson Greeting. Whereas the State of Missouri to the use of James C Bates at our Circuit Court before our Judge thereof recovered against Johnson H Alford Lawson Leoley and Aaron Henry on the twenty third day of November 1842 the sum of four hundred and nineteen dollars, and seventy seven cents for her damages by her sustained by reason of the non performance of certain promises and undertakings, as also her