

Jefferson County Circuit Court
Case Files - Civil
May 1844

Folger 2 of 3

Box 6 Folder 64

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 Herculesum

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 H Honey is the same "Verbatim et Literatim" with the exception above mentioned.

E. H. In Testimony whereof I hereunto set my hand and affix the seal of said Court at Office in Hillsboro the thirteenth day of October. AD 1843.

Wm. Mathews, Clerk.

Copy of the deed of Mortgage from Elias Bates to John W Honey, to accompany the bill in Chancery of Lawson Cooley and Aaron Henry against James C Bates and others. —

Vouches } This deed made and executed this fifth day of March
AD 44 } in the year of our Lord One thousand eight hundred and 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 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 forever
all the right, title, interest and claim, of him the said
Elias Bates, in and to the following described tract or parcel
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, in the district of Saint Louis
and State of Missouri 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 Taver
and Factory for the Manufacture of Shot, the one equal un-
-divided 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 ex-
-empting however from the effect and operation of this deed, a
certain parcel or part 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 benefit and behoof
by deed bearing equal date herewith. To have and to hold
to the said John W Honey his heirs and assigns forever, the
above first described tract of Land (excepting the reserved part
as aforesaid) together with all the rights, privileges, immunities
and appertinances of whatsoever nature thereunto belonging
for the only and sole use, benefit and behoof of him the said
John W Honey his heirs and assigns forever, against the claim
or claims of him the said Elias Bates, and of all and every person
or persons claiming or pretending to claim the same or any part
or parcel 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 full and just 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 therein, then and in 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 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 for ever 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 and assigns. In Testimony whereof the said Elias Bates has hereunto set his hand and affixed his seal the day and year first above written, The words, "or either of them" interlined on the second page before signing to be good. Elias Bates Seal
Signed sealed and delivered in presence of James Woodson & Hammond
State of Missouri 3rd Feb

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 of 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 and

and seal for the purpose, therein mentioned, And I do further certify that said Elias Bates is personally known to me and is the identical person who signed & executed said deed. Given under my hand at the County of Jefferson, afore-
said the day and year first above written. J. Hammock
Justice of the peace. Recorded 7th March 1881. C. Smith Recorder.

State of Missouri }
County of Jefferson } John Mathews 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 of said in Book C. page 219 & following

[L.S.]

In testimony whereof I hereunto set my
hand and official seal at Office in
Hillsboro the 12th day of October 1843
J. Mathews. Recorder.

Voucher } There is no copy of the account of Bates & Alford against
No. 15 } Elias Bates on file in my Office. J. Mathews Clerk. Co. Co.

A true copy of the original bill and vouchers
attest. J. Mathews Clerk. Co. Co.

I executed this writ upon C. I. Rankin
by attempting to read the same in his
hearing; but he refusing to hear, acknowledged
the service of the same on 15th February 1844
also on Isaac Cadwallader by attempting to
read the same in his hearing on the sixth
day of May A.D. 1844 but he refusing to
hear ~~the~~ acknowledged the service of the
same ~~on~~ also on Johnson H. Alford by atten-
ting to read it in his hearing on the sixth day
of May ¹⁸⁴⁴ but he refusing to to hear & acknowledge
the same

also on James C Bates By offering him a
 copy of the same on the seventh day of May
 after informing him of the contents thereof
 but he refused to except of the same
 I Layed it Down in his presents and left
 Given under My hand this 27th day of May
 A.D. 1844 Elias F. Honey } M. M. S. Sheriff
 P. Bates cannot be found in
 Jefferson County Mo

of Evidence the action on Ann M.
 Worsan by reaching the slave in her
 presence and hearing in the 9th
 day of May 1844 M. M. S. Sheriff
 by John Worsman & son

Jefferson Co Court
 May Term 1844
 Dawson, Clerk & A. Henry
 vs - } Attorney
 James C Bates.
 Elias F. Honey
 John H. Nelson
 Henry C Bates
 and Lewis Worsman
 Charles Worsman & son
 Isaac Worsman
 vs. Worsman

Jefferson County Act.

The State of Missouri, to the Sheriff of
the County of Jefferson Greeting.

Whereas on application to Gabriel W. Houston
and John McStrickland Esquires, two of the Justices of the
County Court within and for the County of Jefferson on the third
day of July in the year of our Lord One thousand eight hundred
and forty three for an injunction to stay all further proceedings upon
- certain Judgments, obtained ^{the State of Missouri to the use of} by James C. Bates and Elias F.
Honey, against Johnson H. Alford, Lawson Levley and Aaron Henry in
the Circuit Court of Jefferson County, in which Judgments ^{executions} had
heretofore been issued, And The petitioners Lawson Levley and
Aaron Henry having filed their bond with sufficient security
it was ordered by said Justices that Injunction was awarded -
according to the prayer of the bill, of said petitioners, and the Clerk
of the Circuit Court was ordered and directed to issue the proper
Subpoenas of Injunction to enjoin, restrain & prohibit the said defen-
dants James C. Bates and Elias F. Honey their agents and attorneys
from all further proceedings upon said Judgments and executing
thereon, as stated in the plaintiffs bill, until the future order
of the Circuit Court for the County of Jefferson, and was further
authorised and directed to issue the proper Subpoenas in chancery
against each of the defendants in the said bill mentioned.
There therefore are to command you ^{that you} enjoin the said James C. Bates
and Elias F. Honey their attorneys and agents from collecting the balance
that may remain unpaid on said Judgments or for proceeding further
in the same, until the further orders from our said Court in the premises,
and that you summon the said James C. Bates, Elias F. Honey,
Johnson H. Alford in his own right, and Johnson H. Alford as adminis-
trator of the Estate of Bailey G. Martin late of Jefferson County deceased
Adeline Alford, formerly Adeline Bates, Ann Maria Woodson, formerly
Ann Maria Bates, all legal heirs of Elias Bates deceased, Isaac
C. Adair & Co. former security on the administration bond of Johnson

H. Alfred administrator of said Elias Bates deceased. Charles
S. Rankin administrator of John W. Honey deceased, 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
fourth Monday of May next, then and there to answer the
bill of complaint of the said Lawson Lewis and Aaron Henry
a copy of which with the vouchers is hereto attached, And
have you then there this writ.



Witness John S. Meashers Clerk of said
Court with the seal thereof hereto affixed at
Office in the Town of Hillsboro the seventeenth
day of November in the year of our Lord one
thousand eight hundred and forty three.

John S. Meashers. Clerk

State of Missouri }
Jefferson County }

The separate answer of Johnson H. Alford administrator of Elias Bates deceased to a bill of complaints exhibited against himself and others, by Lawson Cooley & Aaron Henry in the circuit court of Jefferson county.

This respondent reserving to himself H for answer to the said bill of complaint against him exhibited, begs leave to say, that he has carefully examined the said bill of complaint, together with all and each of the allegations therein contained, and whilst he admits the facts therein stated, he utterly denies any design on his part to involve his securities in any difficulty whatever, or to do injustice to those who were interested in the administration of the estate of Elias Bates, and he feels very confident that but for the officious interference of persons who had no interest in the estate, no difficulty ever would have arisen to have involved his securities or to have disturbed the harmony that at one time existed between this respondent and the distributors of that estate, and which this respondent is happy to say subsists to this day between him & all the distributors of that estate with the exception of a single one. This respondent was reluctant to administer on the estate because he had enough of his own private matters to attend to, and had no disposition to incumber himself with the affairs of others. Having intermarried with one of the daughters of the decedent, he yielded to the wishes of one of the other distributors and did administer on the estate: and he solemnly avers that in the conduct and management of the estate he has been governed by a desire faithfully to discharge his duties to all concerned; - first to the creditors of the estate and then to the distributors. If he has failed, that failure has been the result of inadvertence and not of design: and this respondent feels well satisfied that if he can obtain justice, he will be able to satisfy the most prejudiced mind that he has been most needfully & vexatiously harassed by by his co defendant James H Bates and Elias H Honey and their coadjutors, and that the effort

now to coerce the amount of their executions out of the securities of this respondent is contrary to the dictates of justice and good conscience. If it should seem that this respondent has been careless in his settlements, whereby errors have crept into them, it has grown out of the confidence which he had in the justice of his co-distributors, and not of a disposition to profit by it himself. The distributors all knew the condition of the estate, and this respondent believed if he could so arrange and manage the estate as to satisfy the creditors, he should have no difficulty with the distributors. In this however he was mistaken. Having seen what they supposed to be errors and indeed what they well knew were errors, James C. Bates and Elias H. Hooney aided by their counsel are endeavouring to avail themselves of those errors most iniquitously. This respondent feels well justified in this assertion from the fact that whilst they make as the foundation of their complaint against this respondent, the circumstance, that this respondent did not make a true inventory of the estate of the decedent in that he did not inventory the note executed by Gent Jones to Elias Bates for the sum of Twenty one hundred dollars (\$2100) but reduced by payments to eighteen hundred & fifty dollars (\$1850), and another from Bates & Alford to Elias Bates for the sum of five thousand dollars (\$5000), the said James C. Bates did himself, without the knowledge of this respondent and without authority, improperly take from the private trunk of his father or from some other place, whilst he was yet a corpse in the house, a pocket book containing these very papers and withheld them so that this respondent did not know where they were and could not inventory them when the original inventory was made out. It was not till sometime afterwards that this respondent did ascertain where they were, but when he found them he made an additional inventory of them and filed it in the Office. When this respondent got them from James C. Bates he executed to him a receipt therefor and was afterwards informed by James C. Bates that he got them out of a bean bag hanging in his father's room. Whether this be true or false this respondent leaves to be determined by others. Though James C. Bates had thus improperly withdrawn these papers and kept them away from this respondent, yet

he does actually institute a proceeding against this respondent charging it as a dereliction of duty on the part of the administrator and makes it the foundation of a suit against him and his securities in the Circuit court. This suit was referred, as stated in the bill of complaint, to arbitrators who settled the whole subject as is therein set forth, and this respondent refuses to the exhibits referred to in the bill, as part of his answer because they are true. Then this respondent hoped that this unpleasant controversy would have ended. But instead of that a new direction is given to it, and the said James C. Bates and Elias H. Honey by their counsel commences a new proceeding in the County court, and upon the evidence furnished by this additional inventory and without the knowledge of at least two of the distributees obtains an order of distribution among all the heirs of the estate, directing this respondent to pay to each of the heirs the sum of four hundred dollars. This order was obtained at a term of the court intervening between the periods of annual settlements, without notice to this respondent and in his absence. It was obtained under the pretence that it was to cover a settlement, but as soon as the court had made the order upon that assurance, suits are again brought on the new bond which this respondent had given, as stated in the plaintiff's bill, against this respondent & the securities, and judgement rendered in this court against them for four thousand dollars; and by the judgement of this court this respondent was required to pay to James C. Bates and Elias H. Honey each four hundred & nineteen dollars & seventy seven cents. This respondent being thus taken by surprise by the judgement of the county court, (it having been done without any notice to him) and in his absence) did not hear of it till some time afterwards, when he did, he repaired at once to the courthouse for the purpose of arresting the judgement in some legal manner. There he met one of the judges of the court and upon enquiry of him, this respondent was assured by the justice that.

the order was only intended and was the usual practice to compel administrators to settle, and that if this respondent would come in at the next term of the court and settle his accounts that they would rescind the order. This satisfied this respondent. He contented himself until the next term of the court, to which he went, with his papers prepared for a settlement; when he was informed by the same judge that altho' he had told him that the order would be rescinded at that court, yet he knew at the time that they had no right to do it. The court refused to rescind the order, and thus this respondent was prevented from availing himself either of an appeal or a writ of error to that judgement of the county court.

This respondent moreover begs leave to state that both the debt of Jones and that of Bates & Alford to the estate were before the referees, and to their awards he refers, and prays that it may be taken and considered as part of this answer. It will be seen that in the lifetime of Elias Bates, Jones' debt had been settled by Alford as the agent of Elias Bates and reduced from eighteen hundred & fifty dollars (\$1850) to one thousand (\$1000), as will be seen by Exhibit (A) herewith filed as part of this answer. This latter sum was accounted for in his settlements before the county court, and also in his settlement before the referees. Thus charging himself with this sum twice. For the more obvious demonstration of this, the court is referred to settlements made by this respondent and particularly set forth in the bill of complaint.

It is true as stated in the plaintiffs bill of complaint that a large portion of the debts and evidences of debts in the inventory filed by this respondent were worthless at the time they were inventoried and that this respondent has been unable to collect them. The account (B) will serve to show how much of them has been collected and what remains uncollected. It is herewith exhibited and prayed to be taken and considered as part of this answer.

It is also True that the debt of five thousand dollars due by bond executed by this respondent and Henry P. Bates to Elias Bates was paid off in the life time of the Testator by Bates & Alford. The Exhibit (C) covering receipts Nos 1. 2. 3 & 4 and these receipts will serve to show how that debt was satisfied. These are exhibited with this answer and prayed to be taken and considered as parts thereof. This respondent distinctly avers that not one dollar of that note is due to the estate - a fact well known to Elias Bates in his life time.

The note executed by Elias Bates to the Kanawha Company or to some company in Va. Trading in salt for the sum of six hundred & twenty one dollars & seventy three cents (\$621.73) was paid off by Bates & Alford in the year 1835 to the agent of that company, but the name of the agent is not now recollected nor has this respondent now the means of ascertaining. Bates & Alford took up that note and have lost or mislaid it or it has by some means been destroyed.

This respondent states that the bond for the \$5000 was given for one undivided half of the Shot factory & forwarding establishment at Sterculaneum, and was the same interest purchased by Elias Bates of John W. Stoney, on which Stoney retained lien by mortgage dated 5th March 1834. This mortgage was unsatisfied when the sale was made by Elias Bates to Bates & Alford. The money paid to Ch's S. Rankin who was the administrator of Jno. W. Stoney was paid to satisfy that mortgage. At the time that Bates & Alford purchased that establishment of Elias Bates he retained a lien upon it to secure the payment of the purchase money from Bates & Alford to him, and when the money was paid, Elias Bates executed a deed of conveyance to this respondent & Henry P. Bates in fee simple, in which deed he acknowledges the receipt in full for the money. That

That deed is of record in the Clerk's office of Jefferson county and is prayed to be taken and considered as part of this answer also. Thus it will be seen that after accounting for Jones' bond the bond of this respondent and Henry P. Bates, and allowing to this respondent his proper credits on the inventory of (\$915.50) and giving to this respondent his just credits, the estate is actually indebted to him.

Before and after the annual settlement preceding the court at which the order for distribution was made. This respondent proceeded to pay to the heirs, portions of the estate that was in his hands as follows: - To Henry P. Bates \$130, to Ann M. Woodson \$183, to James C. Bates \$249 at one time and at another time \$62.50: - making the sum of \$311.50 paid to James C. Bates out of the estate. The whole aggregate amount of payments made since and before that settlement is \$624.50 or thereabouts. This amount has never been taken into any of the settlements made by this respondent and to this sum as stated above this respondent is entitled to as a credit on his administration accounts and he therefore insists upon it.

This respondent further charges that James C. Bates is justly indebted to him in his individual character in the sum of \$150 with interest, it being the amount of a fee paid by this respondent to Edward Bates & David Barton for defending him on a charge for murder. This your respondent insists is justly due to him and is good by way of setoff to any demand which the said James C. Bates may have against him either in his individual character or as administrator.

It is thus your respondent thinks obvious that James C. Bates has no occasion of complaint whatever against the estate or against this respondent & his securities. Indeed upon a proper settlement with him, and when he shall have accounted for advancements made to him, by his father during his life time, it will be seen that he has received largely ~~more~~ over and above his interest in the estate, and when he shall have settled his

account with which he stands charged on his father's books amounting to the sum of \$ as will be seen by reference to exhibit (D) herewith filed as part of this answer he will be indebted to this respondent as administrator.

This respondent avers moreover that according to the terms of the contract made by Elias Bates & Bates & Alford the latter were to pay the said sum of \$5000 in five equal annual instalments. The first instalment became due on the 10th March 1835, the 2nd on the 10th March 1836, the 3rd on the 10th March 1837, the 4th on the 10th March 1838 & the 5th on 10th March 1839; but it will be seen that by the time the first instalment became due the whole five thousand dollars was paid so as fairly to entitle him to interest on his advancements in the following order to interest on \$1000 for 1 year \$60, to interest on \$1000 for 2 years \$120, to interest on \$1000 for 3 years \$180, to interest on \$1000 for 4 years \$240. which brings it up to 10th March 1839 making \$600 of interest on those advancements; and for this allowed your respondent insists in the final settlement of his accounts.

The sheriff at the last term of this court, sold a tract of land belonging to the securities of this respondent for the sum of about \$92. for which this respondent is entitled to a credit on his accounts also.

This respondent states that no assets belonging to his intestate have come into his hands since the date of his last administration bond with the plaintiffs as his security that he has done nothing since that period whereby they ought to be inculpated, that if he has been guilty of any act of mal administration (which he utterly denies) it was before that period. But this respondent unhesitatingly charges that he does verily and honestly believe that upon a fair settlement of his administration accounts, the estate will be indebted to him, and that none of his securities can be reached or

charged for any malfeasance of his

This respondent having answered, under with the plaintiffs in the prayer of their bill, that his whole accounts may be referred to a competent commissioner, appointed by this court who may be directed to state & settle the same, - to correct all the mistakes and errors in the former settlements made by this respondent whether for or against himself and he prays for all such other & further relief as may be consistent with equity and good conscience and in duty bound will ever pray
Jc

Johnson H Alford

Subscribed & Sworn to
before me this 28th day of
October 1843

Jefferson

State of Missouri

Jefferson County } To wit

Personally appeared

John the undersigned clerk of the ^{circuit} court of Jefferson
County Johnson H Alford and made oath
in open court that the allegations of the
 foregoing are true even in our very hand
this 29th of May 1844

sworn to & subscribed in open court

H. Alford

May 28th 1844

Mathew C. C.

Court & Others

as

Alford & Others

Filed May 28th 1844

of the 1844

Lawson Cooley &
 Aaron Henry } In the Jefferson
 } Circuit Court sitting
 } as a court of Chancery
 James Bates & } November Term 1843
 others }

The joint and several demurrer of James Bates and C. F. Honey to the bill of complaint of the said complainants.

These defendants by protestations not confessing or acknowledging all or any of the matters in and by said bill set forth and complained of to be true in manner and form as the same are therein and thereby set forth and alleged severally say that there is no matter or thing in the said complainants said bill of complaint contained good and sufficient in law to call these defendants to an account in this honorable court for the same but that there is good cause of demurrance thereto and they do demur thereto accordingly and for causes of demurrance say that the complainants said bill of complaint in case the same were true which these defendants in no wise admit contains not any matter of equity whereon this court can ground a decree or give the said complainants any relief.

1st Because the bill has not the proper parties for the objects sought by the bill

2^d Because A. H. Alford who is made a defendant should have been complainant.

3^d Because the bill is argumentative through its whole texture

4th Because the bill is multiplexious

1st in seeking to coerce contribution among co-defendants, and to settle demands in favor

of an administrator against his intestate's estate

5th Because the county court has exclusive original jurisdiction of the settlements of administrators accounts
6th The complainants had a defense at law if any
7 C. P. Rankin admr of J. W. Honey and J. H. Alfred admr of Reiley & all others are improperly mixed parties.

M. Frisell Solicitor

Harmon Henry
L. Cowley admr
vs
Jos. Bates admr

The settlement of
Jos. C. Bates

filed May 28th 1844
J. H. Alfred

State of Missouri }
County of Jefferson }

The Joint answer of Henry P. Bates and Ann M. Woodson formerly Ann M. Bates to a bill of complaint exhibited ^{by} ~~against~~ Lawson Goody and Aaron Henry against them and others in the Circuit Court of Jefferson County.

These respondents reserve to themselves the right to answer to the said bill of complaint, or to do much thereof as they are advised it is material for them to answer, answering saith. That they cannot gainsay the allegations of the Plaintiffs bill of complaint. They knew nothing of the proceedings had against Johnson H. Alford who is the administrator of Elias Bates in the County Court of Jefferson in which the said ^{Alford} is ordered to pay over to the distributees of Elias Bates four hundred dollars each, there being three others besides themselves. They were not parties to that proceeding, the whole of which was without their knowledge or consent. Indeed they were surprised when they heard that such a proceeding had been instituted, and that an order had been made. for They are well satisfied that whole must have been the result of a gross misconception of the truth and justice of the case. They are well satisfied that the administrator has administered that estate fairly and that have received all that they were entitled and they have no doubt that the rest of the distributees have had justice done to them by the administrator. These respondents cannot consent to be the instruments of harassing the administrator, and his securities and therefore they do renounce all benefit arising to them from the order of distribution nor could consent to do otherwise without committing an act of flagrant injustice. They have brought no suit against ^{him} and his securities, nor will they do it, because they do not believe that ^{there} is any due to them from the estate. A sense

of Justice to the administrator and his securities renders
this answer ~~the~~ ^{more} necessary as they conceive.

They therefore pray that your honour would accept
that course in relation to these respondents that may best
to give to ~~these respondents~~ the administrator and his
securities the most perfect protection against these re-
spondents - for they ^{are} perfectly satisfied that are entitled
to have nothing from the estate after debts are paid & have
answered they pray to hence desist of

Witness to both

Henry P. Bates.

Signatures

Ann M. Woodson

Stephen A. Woodson

Lawson Cooley and others

vs

James Bates and others

The defendant James Bates by his
Solicitor moves the court to refer the said
bill to a master or commissioner in charge
to strike out all irrelevant - impertinent - and
argumentative matter from said bill and pay
the unnecessary costs caused by such matter
against the complainant -

M. Fripell Solicitor

J. Coley & Co
153

Lower Bates st

Motion of Dr. C. C.

Price Nov 29 1844

Printed by W. H. C. C.

Books & others
as by hand ~~received~~
Alfred & others

June July 29th 1844

Given by
J. B. Weatherly
6/12

Lawson Cooley & Aaron Henry

Plffs

vs In Chancery

James B. Bates, Elias F. Honey who is sole heir of John W. Honey & Mary C. Honey who was before her intermarriage Mary C. Bates the daughter of Elias Bates dec'd, & the said Elias F. Honey being now a resident of Mobile Ala. Ann Mariah Woodson formerly Ann Mariah Bates widow of Saml Woodson dec'd, Henry P. Bates, James C. Bates, Johnson H. Alford Admr. of the Estate of Elias Bates dec'd and as Admr. of the Estate of Bailey G. Martin dec'd and in his own right, Adeline Alford who was formerly Adeline Bates the daughter of the said Elias Bates dec'd, Isaac Cadwallader and Chs. S. Rankin Admr. of John W. Honey dec'd.

Defendants

Now at this day this cause came on to be heard upon the bill and exhibits filed in this cause the answers of Ann Mariah Woodson, Henry P. Bates & Johnson H. Alford and the subpoenas awarded and was argued by counsel on consideration whereof it appearing to the satisfaction of the court that Elias F. Honey is a non resident of this state and that the subpoenas awarded in this cause against the defendants James B. Bates, Ann Mariah Woodson, Henry P. Bates, Johnson H. Alford, Adeline Alford, Isaac Cadwallader & Chs. S. Rankin having been duly returned executed and the said Isaac Cadwallader, James C. Bates & Chs. S. Rankin having failed to appear and file their answers it is therefore adjudged ordered & decreed by the court that an order of publication be awarded against Elias F. Honey returnable to the next term of this court and that unless the said Isaac Cadwallader appear on or before the third day of the next term of this court and file his answer, the bill of the Plaintiff will be taken as confessed against him and the court will proceed to decree against him.

according to the prayer thereof. And on motion
leave is given to Chas. S. Rankin administrator of Elias
H. Stony and to James B. Matis to file their answers
on or before the first day of the next term of this
court.

Wm. H. Brown & Co.
New York

Dec 29 1844
J. M. Matthews & Co.

L Cooley and others

vs
James Bates & others

In Chancery

Personally appeared in open court -
James Bates a defendant in the above action
who being duly sworn upon his oath states that
in order to answer the allegations in said bill
it will be necessary to have access to the books
of accounts of Bates & Alford, Jones & Alford
and Alford & Bates ^{and papers of said copartnership and papers} which books of accounts are in
the possession as affiant believes of Johnson &
Alford. ~~Affiant therefore~~ affiant further states
that he and the said Alford are unfriendly
and have little or no intercourse and believes
that he cannot examine said books while in
his possession. He therefore prays that said
~~books~~ the court will make such an order
relative to said books that affiant may
have free access to the same for himself
and solicitor without any hindrance from
said Alford.

Subscribed and sworn

to in open court this

30th day of November 1844

Prof Mathews atty

Jas. C. Bates

J. L. L. & others

James Abbott & others

St. Michael and

Motion

Filed Nov 30 1844

John M. Anthony
Att'y

L Cooley & A. Henning

vs
James C. Bates et al

And the said Bates, by his attorney
moves the court for an attachment against
Johnson & Alford for a contempt of this
court in failing to comply with an order
of this court made at the last term requiring
~~him~~ to the books of Elias Bates, Bates & Alford
Lowe & Alford and Alford & Bates ~~be~~ and the
papers of said copartnership in the possession
of Johnson & Alford be deposited within sixty
days of the next term of this court ~~be deposited~~
with C. S. Brankin Esq. for the inspection
of the said James C. Bates and his solicitor

M. Fripell Solicitor

J. C. Bailey &
J. A. Stearns
is
J. C. Baer, owner

Notion
Price May 28 1884
J. C. Baer, owner
to H. H.

Cooley and others

James C. Bates, & others

The defendant by his attorney moves
the court to strike the answers of J. C.
Bates and Amos C. Woodson from the
files because the said answers have not
been sworn to or otherwise verified.

M. F. Fells Solicitor
for Defendant

Goodman and others

vs

Edw. A. Abbott & others

Motion -

Arise June 2 1845
Pro J. A. Abbott
vs

Cooley & others } In chambers
vs }
Bates & others }

And the said Bates by his solicitor have excepted to the answer of the said Alford to the rule upon him to show cause why an attachment should not issue against him for not complying with the order of the court for the production of certain books and papers in said order mentioned.

1st The answer of the said Alford is not direct in this that he does not state that he has none of the books in his possession. He merely speaks of some of the books not of all. His answer may all be true, and still all the books required by Bates to be used by him in drawing his answer in the possession or under the control of the said Alford.

2^d That he says nothing of the books which are known to have been at the dwelling house of the said Alford.

3^d He neither produces nor offers to produce any of the books even in their mutilated condition.

4th The said answer is in other respects insufficient & evasive.

M. Frippe solicitor

Booker & Sherry
p. 10

James Bates and others

Excellence to
Myriad continues
to rule

Wesley's 1845
J. W. Heath

L. Cooley & A. Henry

vs

C. S. Rankin and others

The disclaimer of C. S. Rankin to the matter of the bill of complaint of L. Cooley & A. Henry against C. S. Rankin and others.

This respondent reserving to himself all benefit of exception to the many errors and insufficiencies of the said bill of complaint for answer to so much thereof as he is advised that it is material for him to answer saith that he has not either personally nor as administrator of the estate of John W. Honey any interest whatever in the subject matter in controversy in said bill of complaint mentioned and from the multiplicity of matters in said bill contained he can rightly understand what the subject of complaint is. That John W. Honey's estate is in no wise interested in the estate of Elias Bates deceased but Elias F. Honey a son of the said John W. Honey is ~~an~~ ^{now} ~~was~~ of full age and Mary C. his wife a daughter of the said Elias Bates deceased is an heir of the said Elias Bates and interested in said estate. His Mother Mary C. died many years before the said Elias Bates and ~~she~~ ^{he} is now of full age and a party to this suit. This respondent now having shown that he is in no wise concerned in the subject matter of the said bill prays to be hence discharged with his reasonable costs.

C. S. Rankin

Personally appeared before the undersigned Clerk of the Circuit Court within and for the county of Jefferson C. S. Rankin who being duly sworn upon his oath says that the statements made in the foregoing bill are true so far as they are made from his own knowledge and so far as said statements

one signed from information derived from
others he believes to be true -

Sworn to & Subscribed before

C. C. Rankin

the May 26th 1845

Prof. Mather C. K.

Booley & Sonny

21

E. J. M. from ~~1845~~
Jas. H. M. & others

Answer

Filed May 27 1845
Prof. W. H. Anthony
C. H.

Personally appeared in open Court Charles
Rankin who being duly sworn upon his oath
says that ~~the books of~~ & neither the
books of Elias Bates, Bates & Alford, Jones &
Alford or of Alford & Bates nor any of the
papers of the said copartnership have been
deposited with him by J A Alford or any
other person since the last term of this
court.

Sworn to & Subscribed

before me May 27th 1845

J. M. Matthews Ck

Chas. J. Rankin

Today & Tomorrow

J.
CA

Edwards

Adm. Sec. 10

piece clay 28th/1845

Wm. M. at New York
6/1/62

Ganson Cooley & Union Henry

James C. Bates et al

Johnson Mayford upon a rule to show cause - or before the second day of June, wherefore he did not comply with the order of the Court made at the last November term of this Court to deposit the books of Elias Bates, Bates & Alford, Jones & Alford & Alford & Bates with C. S. Rankin Esq for the instruction of the Defendant and his Solicitor and to show cause why an attachment should not issue against him for said Contempt, comes now into Court on this 2^d Day of June 1845. and gives the Court to be informed and to understand the following wherefore he did not comply with said order and wherefore an attachment should not issue against him -

That previous to the expiration of the time given him in said order, to deliver the books and papers therein mentioned to Mr. Rankin, he went to where he had left said books and papers (ie) in the loft of the ^{firmly occupied by the} warehouse ~~of the~~ firms above mentioned, with ^{exception of the} the firms of Jones & Alford and Alford & Bates which he has no knowledge of ever having existed - that many of the books were gone and some cut and torn in such a manner as to render them of no possible use; on enquiry he found that some of the books had been taken out by school boy, and others taken out and sold to school boy - some of the books he brought from the warehouse loft and left them on the Counter of the store room below, which were carried off by the high water in June or July last, these books principally belonged to the late firm of Bates & Alford - he is also informed by a man who resided, and does at this time near the warehouse by the name of Grady, that a man by the name of Boyce, doing business for James M. White & Co at Selma came up in a skiff and went into the warehouse and took some of those books ^{to} Selma, he also states that he apostro-

him in carrying the books to the boat - Mr. James C. Bates also stated that he had seen one of the books belonging to the late firm of Bates & Alford at Selma. Mr. Bates is residing there or near there.

All due diligence has been used to obtain and deliver the books and papers for the purpose of complying with the order of Court, but it is found impossible, owing to the causes above given which he very much regretted at the time, fearing that a failure to comply with the order of Court might operate to his detriment.

Deponent to & subscribed in open Court June 2^d 1845

Johnson H. Alford

Prof. M. A. H. Clerk

And further states that two of the books belonging to Bates & Alford, (a ledger & Journal) were in ^{his} possession at the time the order of Court was made that he took the same into his custody and left them in the warehouse with the view of taking the books together to Mr. Rankins there about a month afterwards when he went to deliver the books, one of these books ^{he found} very much cut and torn and the other he was unable to find at all. that the warehouse was place where the Books of Bates & Honey, Honey & Bates, Bates & Jones, Elias Bates & Bates & Alford had generally been kept, and at all times free for the inspection of any person who might think proper to do so. that this respondent very much regrets the absence or destruction of said books, as there was considerable ^{amounts} in said books due by James C. Bates to said firms.

Johnson H. Alford

Deponent to & subscribed in open Court June 10th 1845

Prof. M. A. H. Clerk

Coley Henry

W

James B. Hall & Co

Answer to rule to
show cause.

Filed June 22 1845
Judge W. C. Thompson
J. M. S.

State of Missouri. - County of Jefferson. Set

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 Jefferson County Circuit Court a declaration: which was in the words and figures following to wit,

Declaration

"Jefferson County Set. 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, M. Alfred, Aaron Henry,
"and Lawson Croley, that they render to 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 her
"to the Court shown. the date whereof is the day and year
"aforesaid. The said Johnson M. Alfred as principal and Aaron
"Henry and Lawson Croley as securities, acknowledged themselves
"to be held and firmly bound unto the State of Missouri
"in the sum of four thousand dollars above demanded to the
"payment whereof well and truly to be made the said defen-
"dants bound themselves their heirs executors administrators and
"assigns jointly and severally firmly by the said writing oblig-
"atory was and is subject to the following condition. The conditions
"of the above bond is that if the said Johnson M. Alfred -
"administrator of the estate of Elias Bates deceased shall faith-
"fully 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 Jan-
"uary 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 McAlford pay to the above
"named James C Bates an heir of the said Elias Bates, the
"sum of four hundred dollars, it being the said James
"C Bates's distributive share of money in the hands of the
"said Johnson McAlford part and parcel of the said estate
"and subject to distribution, and the said Johnson McAlford
"was afterwards to wit, on the twenty seventh day of February
"of the year last aforesaid at the county 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 con-
"trary 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 defendants al-
"though often requested so to do, 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 any
"part thereof have hitherto wholly neglected and refused, and
"still do refuse so to do, to the damage of the said plaintiff
"in the sum of five hundred dollars and therefore sue.

Prisall attorney for plff.

Whereupon the clerk of said circuit court issued a summons
in the words and figures following to wit.

Summons "County of Jefferson ss. The State of Missouri to the Sheriff
"of the County of Jefferson Greeting. We command you to
"summon Johnson McAlford, Sam Henry, and Larrison
"every 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 administering
"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, Witness John S. Mathews
"Clerk of our said Court with the seal thereof hereto affixed
"at Office the Town of Hillsboro this seventh day of April
"in the year of our Lord eighteen hundred and forty two,
"John S. Mathews, Clerk." On which summons the Sheriff
made return as follows to wit, "I executed this writ and
Return "declaration on Aaron Henry by reading it in his hearing
"on the 12th day of April 1842, also on Johnson H. Alford
"on the 25th day of April 1842 by reading it in his hearing
"also on Lawson Levley by reading it in his hearing on the
"20th day of June 1842. No Obop Sheriff.

In this Circuit Court July 20th 1842, the following proceedings ^{had} ~~were~~
"The State of Missouri to the use of James C. Bates vs Johnson H.
"Alford et al, Plea of defendants filed, Replications, issue joined
"and continued." Which were as follows to wit.
Plea "State of Missouri at the relation & vs Johnson H. Alford et al,
"July Term 1842, And the said defendants leave to and crave
"eyes of the writing obligatory in the plaintiffs declaration men-
"tioned and also of the condition thereof annexed which is
"read to them in the words and figures following (Know all
Bond "men by these presents that I Johnson H. Alford as principal
"and we Aaron Henry & Lawson Levley 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 where-
"of 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 administrator of the Estate of Elias Bates deceased
"shall faithfully administer said estate, account for pay and

"delivered 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 ^{Esq} Aaron Henry ^{Esq} Lawson
"Leoley ^{Esq}, which being read and heard the said defen-
"dants 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 and pay and deliver all money and property of said
"estate, and perform all other things touching said administra-
"tion required by law or the order of any court having juris-
"diction and this they are ready to verify. Wherefore they pray
"judgment if the plaintiff ought to have or maintain her
"action aforesaid thereof against them the said defendants
"Pleas."

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 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 deceased 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, F. Russell Atty. and the depts doct
"the like. P. Cole." And afterwards to wit at the next
"November Term of said court to wit on the 23^d day of
"said month in the year last aforesaid the following further
"proceedings were had in this cause.

Trial. "The State of Missouri to the use of said Bates action on ad-
"Johnson H. Alford Lawson Leoley & Aaron Henry administrators bond
"Now at this day came 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 withdrew
"the third plea by them pleaded, and the court being
"fully advised and having considered in the premises, find
"the issues for the said 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 consid-
Judgment "ered 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 M. 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." Upon which Judge-
ment and award the Clerk of said court issued execution
which is in the words and figures following to wit, —
Execution "County of Jefferson, &c. 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 M. 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. These are therefore, to command you,
"that of the goods and chattels, lands and tenements of the
"said Johnson M. 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 & Bates the damages and costs aforesaid
"and that you certify to our said Judge how you execute
"this writ, and have you then and there this writ
"Witness John S. McArthur, 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. John S. McArthur, Clerk C.C." which execution
"Hillsboro was returned with the following endorsement to wit.
"Levy: - "Rec'd this Execution Dec the 24th 1842. M. Mcops Sheriff.

"By virtue of the within Execution I have levied on and seized
"as the property of L. Levey & A. Henry the following described
"real estate to wit 182 acres of Land bounded north by the
"Joachim Creek South by Catherine Connors survey of Land
"East by Pleasant Connors survey and North by lands belonging
"to Government. Given under my hand this 24th April 1843
"Mark Mcops Sheriff." "Made in 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. Shipps atty
"for plaintiff. Given under my hand this 22^d day of May
"1843. M. Mcops Sheriff. — — — — —

State of Missouri
County of Jefferson } John S. McArthur, Clerk of the Circuit
Court within and for said County certify the foregoing to be
a full and correct copy of the record and proceedings in
the cause of the State of Missouri suing in the relation and
to the use of James & Bates plaintiff against John or He
Alfred. Lawson Levey and Aaron Henry defendants, as
the same now remain of Record in my Office

Given under my hand and Official Seal
at Office in Hillsboro the ninth day of
June A.D. 1843.

John S. McArthur, Clerk

The State of Wisconsin to the
use of James G. Bates

Johnson M. & James
Landon Bentley &
James Henry.

Manuscript of the Record

State of Missouri } In the Circuit Court
County of Jefferson } November Term 1845.
Lawson Leveley & Aaron Henry } In Chancery
James L. Bates and others }

On motion of the defendant James L. Bates it is ordered by the Court that the Books of Elias Bates, Bates & Alfred Jones & Alfred and Alfred & Bates, and papers of said copartnerships in the possession of Johnson & Alfred be deposited within sixty days of next term of this Court with C. Rankin Esq. for the inspection of James L. Bates & his solicitors.

State of Missouri }
County of Jefferson } John McEachern Clerk
of the Circuit Court within and for the County
aforesaid do hereby certify that the above is a
true copy of an order of said Court in the
above entitled cause as the same now remains
of Record in my Office

In Testimony whereof I hereunto set
my hand and affix the seal of
said Court at Office in Hillsboro
the 15th day of February A.D. 1845
John McEachern Clerk

Served this Order of Court on Johnston &
Alford Esq on the 17th of February 1845 by
Reading the same in his presence and Hearing ~~on~~
John Hammond Sheriff

To Coffin & Co
May Term 1845

W. Croley & Co Henry
3 corner of Court
Jas C. Bailey et al.

filed April 14 1845

Geo. M. B. Asher
Clerk

The crop bill of James C Bates and Elias F Honey to the original bill of Lawson Cooley and Aaron Henry. against said James C Bates E F Honey and others.

To the Honorable the Circuit Court within and for the County of Jefferson in chancery setting James C Bates and Elias F Honey two of the defendants in the above named original bill bill of complaint of Lawson Cooley and Aaron Henry respectfully represent that Elias Bates the father of the said James C Bates and the grandfather of E F Honey departed this life in the county of Jefferson in the spring of the year one thousand eight hundred and thirty six intestate leaving a large estate mostly in bond votes and accounts and that Robinson H Alford who had married Adeline a daughter of the said Elias became the administrator with Bailey Martin since deceased and Isaac Cadwallader his securities. That the said Robinson H Alford became the administrator of the said Bailey Martin deceased and so continued until he was removed in consequence of his mal administration of the estate and since his removal no other administrator has been qualified. That the said Alford continued the administration of said estate under his first bond until May 7th 1841 when from the death of Bailey Martin one of his securities and the insufficiency of the amount (it being for two thousand dollars only) he was ordered by the court to give a new and larger bond with other securities. On the said 7th of May 1841 he said Alford filed his said supplemental bond for four thousand dollars with Lawson Cooley and Aaron Henry as securities where by the said

Hursey & Cowley became bound for two thousand dollars of money ~~that~~ belonging to said Bates' estate which was not covered by the original bond and also for his said Alford subsequent maladministration for two thousand dollars more. Your petitioners state that the amount of the two bonds will but little more than cover the amount which is justly due them as will be seen by the amount of assets which have come into the said administration hands over and above what is sufficient to pay all the debts chargeable to said estate.

There appears to have belonged to said estate as by the inventory of notes bonds and accounts by the administrators were showing the sum of // 9157.50 which is independent of the accounts on Sledge A as mentioned in the inventory. The available accounts on Sledge A your petitioners charge to amount to the sum of 2000.00

the greater part of which has been collected and made use of by the said Alford without rendering any account. Your petitioners further charge that notes of J W Derrington & Dennis Armstrong came into the hands of said Alford over and above those shown in his inventory to the sum of 650.00 or more of which his inventory shows no trace.

The demand of B Bates' estate against Derrington & Armstrong was originally between thirteen and fourteen hundred dollars besides interest from the date of the notes which was in May 12th 1836. all of which remained unpaid at the said B Bates' death and came into the hands of the said Alford as administrator and then out of the six notes the evidence of said demand the said Alford has put upon his

inventory, the other three of the six notes remain wholly unaccounted for and those he has inventoried he has wholly failed to charge himself with the interest which he has collected. This interest up to the time he paid Isaac Goodwell his allowance with these notes amounting with interest to about \$624.00 was about ~~\$120~~ \$120.00
which he should have charged himself.

said administrator also charged himself with \$160.00 collected of Joseph Evans and also \$500.00 arising from the sale of land collected of Daniel Dunklin making the aggregate of 660.00
He also charges himself with the amount of sales 66.88
Also with the principal and interest of a house and lot sold to H P Bates amounting to 337.52

Your petitioners further charge that after being ordered so to do by the county Court of Jefferson County the said Alford disclosed by his additional inventory a bond on himself and Henry P Bates to the amount of 5000.00

and a receipt for a note on A Jones on which still remained due the sum of \$1850.00 1850.00

thus showing a total amount of assets with which he had charged himself and was chargeable of of eleven thousand six hundred dollars \$11,600.00

In this supplemental inventory he charges himself with \$160.00 collected of Joseph Evans on notes and which notes were never entered upon the inventory. Your petitioners further charge that the said Johnson & Alford after the death of the said Elias Bates and before he had taken out letters of administration examined the trunk in which the said Elias Bates kept his money and valuable papers and that he took out a variety of valuable papers notes bonds &c which your petitioners are unable to specify among which were these notes on Joseph Evans

and he failed to get into his possession his own and
H P Bates bond for \$5000 and the receipt for the note
on Augustus Jones for \$1850, because the said Elias Bates
had put into the possession of this James C Bates the
said note and receipt and they had been so concealed by
said James C Bates that the said Alford did not find
them. The said Elias Bates when he gave said bond and
receipt to said James C Bates enjoined it upon him to
divide whatever he might get with E F Honey. James C
Bates respondent left said bond and Receipt at the house
of said Elias Bates and in his case did put them into
an old pocket-book and concealed the pocket-book in
a bag of beans which was put into the same trunk in
which his valuable papers were kept. Some days after
said Elias Bates death (this respondent being sick at the
time of his death and for some days after) came in and
took said bond and receipt as he had a right and had been
requested to do by Elias Bates in his life time and put the
same into the hands of Francis Mincea where they remained
for some three or four months after which time said
Jas C Bates felt not being good for the want of an ap-
pointment said bond and Receipt were put into the hands
of J H Alford the administrator. What bonds and notes
money and other valuables the said J H Alford took from said
trunk before he took out letters on said estate this the
said James C Bates does not know but he is prepared
to prove the fact of his searching over the papers and
valuables in said trunk. He judges however from the
fact that the notes on Evans not appearing upon the
inventory that notes or to a considerable amount
were taken by Alford after the said Elias Bates death
and before the papers and other valuables of the said
Elias Bates were inventoried according to law.

By the first annual settlement made by the said Alfred on the 26th of April 1838 he appears to have paid out previous to that time the sum of \$185.00 for which he exhibited vouchers \$185.00

By his second annual settlement made July 23^d 1839 he appears to have paid out 350.00

By his third annual settlement made July 29th 1840 he appears to have paid out 707.63

By his fourth annual settlement made July 26th 1841 by his statement he had paid out two hundred fifty five dollars 50 cents for \$10.00 of which he had no vouchers but allow the whole amount very

255.50

making in all that he has paid out on account of the estate by his own showing fourteen hundred ninety eight dollars and 13 cents. This is all he had paid out as appears by the evidence furnished by the plaintiffs their selves and ten dollars more and this is believed to be all his disbursements on account of the estate. This shows a balance in the administrators hands of ten thousand one hundred and one dollars and seventy seven cents and receiving interest on this sum at 6 per cent per annum and adding the interest to the principal from the first of November 1838 at which time all became due and all the debts should have been paid to November 1st 1845 the interest amounts to \$5086.70 showing an aggregate of fifteen thousand one hundred and eighty eight dollars and forty seven cents (\$15188.47) which the said Robinson H. Alfred as administrator ought to have at this time for distribution among the several heirs of the said Elias Bates.

Your petitioners further shew that all the persons who are liable to the above amount are parties to the original bill in this cause and as such are before

the court. Your petitioners are desirous that the whole matter may be settled on equitable principles that the sums for which the several securities are liable may be settled according to their respective liabilities. That the ^{remainder of} said estate may be distributed by this court and ~~and~~ a decree entered against said Alford and his several securities according to their respective liabilities and for this purpose that the said J. H. Alford and ~~and~~ his wife Ann Maria Wadson Henry P. Bates who are the distributees of said estate with the complainants in this bill also Landon Goodley and ~~and~~ Aaron Henry the ~~of~~ Alford securities on his last bond as administrator. Isaac Cadwallader the survivor of the securities on said Alford's first bond and also if the court should think proper the administrator of Betsy Martin's estate Shemser an administrator shall be qualified. That the said Johnson H. Alford may be compelled to specify the accounts contained in Ledger A mentioned in his inventory of the estate of Elias Bat. stating the amount against each individual and ~~and~~ each individual against whom there is ~~an~~ ^{an} account. And that he also state and give a reason why the notes against Joseph Evans were not included in the inventory and that he also set forth and state what other ^{bonds and} notes belonging to said estate that he has collected and not accounted for ^{or inventoried} and that he also set forth what accounts he has collected belonging to said estate and with which he has neither charged himself or inventoried and the manner in which the said bonds notes and accounts came into his hands and where the same were when the inventories of the estate were made.

And upon an adjustment and settlement of all the liabilities of the said Alford as administrator as aforesaid and the amount of each distributee being ascertained your petitioners pray for a decree against the said Johnson H. Alford and his several securities ~~the amount~~ for the amount

may appear to be due them and for such damages and costs
as to the court shall seem just and for such other and
further ~~relief~~ relief as their case and justice shall require
and as to

M Fimpell Solicitor for
J C Bates & E F Honey -

James to Dees &

Dees Attorney

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94. Alfred & wife

Laurzon Booley

Sharon Henry

Sharon Goodwillson

Ann Maria Woodson

Henry P. Bates?

Erp. file

Filed Dec 22 1875

J. M. M. M.

Chs

Lawson Cooley &
Aaron Hurry

^{vs} Σ
James C Bates
O F Honey et al

The defendants by M Friswell
their solicitor move the Court to
dissolve the injunction in this cause and
assess reasonable damages in consequence
of said injunction for reasons given in
the answer and copy bill of the said
defendants filed in this cause.

M Friswell solicitor
for defendants

London Booley &
~~Stanton~~ Shaving

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See to Boat &
C. H. Hone

Motion to Dispute
Injunction

Filed Dec 22. 1865
J. D. Smith

Lawson Cooley et al,

vs

James C Bates et al,

The joint and several answers of James C Bates and Elias F Honey two of the Defendants to the bill of complaint of Lawson Cooley & Aaron Henry against the said Bates & Honey mentioned in said bill of complaint

The said Defendants now and at all times reserving to themselves all manner of benefit and advantage of exception to the many errors and insufficiencies in the said complainant's bill of complaint contained for answer to so much thereof as these Defendants are advised it is material for them to answer unto answering say - That the statement of the said complainant of the heirs of the said Elias Bates deceased is correct and the time of the Alford taking out letters and the inventory of the personal property exclusive of the debts due the said Bates is not disputed by these Defendants But these Defendants over and over prepared to prove that there were large sums due the Bates Elias Bates deceased within the knowledge of the said Johnson & Alford of which the original inventory contained no account. These respondents will instance the debt due from J & Alford himself and Henry P Bates amounting to some five thousand dollars and also a debt due from Augustus Jones amounting to some twelve or fifteen hundred dollars more. Notwithstanding the opinion of the said complainant that this debt was of J & Alford & H P Bates to Elias Bates was paid off these respondents deny that any part of the said debt was paid and that the same remained at the time of the said Elias

Bates death wholly due and unpaid. Defendants shew
that J H Alford and Henry P Bates became partners
and did business at the old stand of Elias Bates and
Bates and Honey that there were many debts due
the said Elias Bates which the said Alford and H P
Bates collected and they also paid some demands
against the said Elias Bates out of the money so
collected and charged said amounts to the said
Elias Bates. They may also have kept accounts for
the cash they received of the said Elias Bates but
if they did the said Johnson H Alford has concealed
or perhaps destroyed ^{them} ~~it~~. At the time James C Bates
one of these respondents brought a suit upon the
bond of the said Alford as administrator of Elias
Bates estate to the December term 1838 and the
matter in controversy was afterwards referred to C. S.
Rankin and J P Matthews as arbitrators for
settlement - the said Alford produced one side of
the account of Elias Bates before said arbitrators
in order to show that he had paid off the bond
for \$5000 when in fact and in truth if he had
exhibited the other side of the account showing the money
he had received belonging to the said Elias Bates it
would have been shown clearly that none of the \$5000
bond had been paid. But this was not the object of
the said Alford and for the purpose of keeping from
exhibiting the account of Elias Bates both debit and
credit the said Alford has mutilated or caused to be
mutilated the accounts books of Alford and Bates
which showed this account if it was kept at all as
it should have been showing both the credits of said
Elias Bates as well as the debits. That the said Alford
~~was~~ while collecting the money and winding up the business
of the said Elias Bates has been in the habit of receive

ing money belonging to said Bates and arising from
the sale of said Bates property and paying it over to
the creditors of said Bates and taking the receipts
in his own individual name and as though he had
paid the debt with his own money and whether
transactions of this kind were put upon the
books in such a manner that the transactions
could be understood as it nearly took place or whether
the books would show as deception a statement as
the receipt these respondents cannot say since
the books of the concern have been lost and
mutilated as stated and shown by the said Johnson
& Alford in his answer to the rule to produce the
books or show cause why he would not produce them
The mutilated book of Alford & Bates filed with the
clerk has the account of Elias Bates and Alford
and Bates with Elias Bates so destroyed that nothing
in particular can be shown by the books with regard
to that account while most of the other accounts are
shown with fullness. These respondents charge that
such books as the said Alford states have been lost
have been intentionally put out of the way by
him and the mutilated book produced by him has been
mutilated by him or by some person by his directions
These respondents further charge that the said John-
son & Alford in petitioning for the sale of the real
estate mentioned in said bill of complaint violated
his duty as administrator and the statements of
the debts due from the estate of Elias Bates and of
the assets of said estate were false within the
knowledge of the said Alford. For there was more
than sufficient personal assets to pay all the
debts due from the estate without selling any por-
tion of the real property and that within the
knowledge of the said Alford.

Again These respondents further charge that the said
Alford held in his hands as ^{as administrator} of Elias
Bates, a demand of some twelve or thirteen hundred
dollars against John W. Dineen ^{and Dennis Armstrong security} due to Henry &
Bates, one half of which belonged to the said Elias
Bates ^{estate as surviving partner} and John W. Dineen ^{a part} transferred this claim
or a part of it to Isaac Cadwell to pay off
an allowance of in favor of said Cadwell against
said estate and the said Alford never gave the
estate of Elias Bates any credit whatever with that
amount so that the amount of the said Alford credits
on his settlement of the affairs of the estate on the 2^d of
July ¹⁸⁴⁰ ~~August 1838~~ should be diminished by \$616.65 - the
amount alleged to have been paid to Cadwell and
Alford indebtedness increased at that settlement by the
same amount and would show that he was at that
settlement indebted to the estate in the sum of \$1325.73
instead of \$709.08. These respondents for this state
^{the demand was included in six notes Henry Bates the}
~~that these were in favor of the estate these notes~~
^{cannot state but the other three were}
against Dineen & Armstrong for \$220.00 - 210.00
& 241.00 payable May 12th 1838 with interest only
^{from May 12th 1836}
two of which notes these respondents can find charged
and one of them without interest and the other with
only a part of the interest so that the indebtedness
of Alford at the last mentioned settlement may be
increased at least three hundred dollars more making
\$1625, or thereabouts. Respondents further show that
debts to a large amount were due to the Elias Bates in
a certain ledger mentioned in the inventory which
said ledger was not filed with the clerk of the
County court nor has it been referred to in the
bill of complaint. By the statement of John Ham-
mond and William Foxton it appears that sundry

accounts were contained in said ledger of which no inventory was filed nor has the administrator of the said Bates estate given any account of any sum collected or sums collected from the accounts contained in said ledger. These defendants say that there were good debts of not less in amount than \$1500. or \$2000 an account of which could be found in said ledger the precise amount they cannot state. This however they do know that the said Elias Bates in his life time in connection with J W Honey and Augustus Jones had for many years been extensively engaged in mercantile business as well as consumption and forwarding business and this business had been carried on to within a short time of the said Elias Bates death and the affairs at his death were far from being wound up. It is true the debts due from E Bates had been generally if not altogether paid but there still remained large amounts due to said Bates. These defendants buy the production of this ledger & that their statements may be verified. The said Alfond in addition to the above by his own showing is chargeable with \$1850, with interest from 1833 or 4 subject to a credit of \$543.70 paid in 1839 which credit falls short of paying the interest on said demand and the interest now accrued upon the said \$1850 remaining unpaid by the said \$543.70 amounts to about \$782.00 which together with the principal makes the amount of \$2632.00 with which the said Alfond is now chargeable on account of the debt due from A Jones to said estate all of which debt the said Alfond has collected and squandered years ago. Respondents further state that the bond of J H Alfond & H P Bates payable in one two three four and five years in

instalments of one thousand dollars per year and dated March 10th 1834 remains with the interest thereon amounting on the 10th day of March 1845 to \$2400 which with the principal of \$5000, at that time amounted to the sum of \$7400.00, showing an aggregate with which the said Alford is now chargeable of upwards of \$13,000. and his ~~securities~~ of which sum \$2000 has been ordered to be paid over to the heirs and the securities of the said Alford come into this honorable court and ask to be discharged from the payment of eight hundred dollars of the liabilities of the said Alford.

In respect to the suit instituted in the name of the State of Missouri at the relation and to the use of James C Bates one of the respondents the respondents say that it was instituted for the breach of certain conditions of the bond of the Alford and also for the recovery of the said Jas C Bates share of the assets in said Alford hand for distribution said suit was instituted before the three years allowed the administrator had elapsed and before the statute of limitations could be an effectual bar to demands against the estate. One of the objects of the suit was gained that is to say to compel the said Alford to file an additional inventory of the assets belonging to the estate and the said Alford did in consequence of said suit show an additional liability of some \$7000.00 which in fact and in truth was still incomplete by the amounts shown by Ledger A above mentioned. And C F Rankin and J S Mathews in consideration that the error could be corrected in the inventory and no injury eventuate to the estate provided the said Alford would do his duty as to the damages

on all the breaches assigned to only a nominal sum and upon the application of ~~the~~ Jas B Bates, the award was set aside and the breaches of the bond for not paying over money were dismissed by him and ~~the damages~~ nominal damages were awarded by the same arbitrators on the breach of the condition of the bond not dismissed as aforesaid. But ~~you~~ these respondents have since discovered other matters not mentioned which have been mentioned above for which the said Alford is liable on his bond they being different breaches from those declared upon all of which matters appear in full upon the transcript of the record of the proceedings in that case made a part of the complainant's bill to which reference is had.

The account of Alford & Bates against Elias Bates mentioned in said bill of complaint for \$5057 commencing on the 8th of December 1834 and ending on the 30th of April 1836 it being the same above mentioned in this answer requires a more particular notice than has yet been given to it. It appears by the complainant's showing that the arbitrators Menkin & Mathers refused to admit that account to be considered as a payment on the \$5000 dollar note of Alford & Bates to Elias Bates and the reason they assign is that there was an unsettled account between Alford & Bates and Elias Bates and that they were not authorized to make allowance in favor of Alford & Bates against the estate of Elias Bates. These respondents reiterate what they have in substance stated before that between the dates of the above mentioned account to ^{wit} Dec 8th 1834 & April 30th 1836 the said Alford & Bates received money from debts due said Elias Bates and from property belonging to said Bates sold

a larger amount - than said account of \$5557, and if the facts in the possession of J H Alford are shown to this court the matter will clearly appear, and these respondents do plead and ~~and~~ insist upon the statute of limitations as a full and complete bar to any account or accounts that J H Alford or Alford & Bates may have against said Elias Bates estate. They may be induced hereafter to waive their rights under the statute of limitations as against Alford and Alford and Bates whenever the full account - both debits and credits between said Alford and Alford & Bates with Elias Bates. But until the books containing the original entries of said account with the other books to which the same are transferred are produced and these respondents are fully satisfied that the account both debits and credits are correct they by no means waive their rights under the statute of limitations, but insist upon the full benefit thereof. These respondents further state in regard to the alleged payment of the said \$5000 note of Alford & Bates \$3000 of which is insisted upon as paid before it became due that during the time that it was alleged to have been paid to wit - Dec 8th 1834 and April 30th 1836 the said Alford and Bates were carrying on business with very limited means much less means in fact than the \$5557 alleged to have been paid and they were during that time embarrassed for the want of means to carry on their business. They commenced business some time about 1834 without capital of their own and the capital they depended upon ~~was~~ arose from the collections they made from money belonging to Elias Bates, and the business they did was in fact insufficient to support them and their families

That the said **Alford** and **Bates** should not only have created means out of nothing, to pay \$2000 of the \$5000 that became due between the dates aforesaid but advanced \$3000 in addition (as the age of minutes has long since passed away) these respondents must be excused for denying said payments in the most positive terms.

These respondents have sufficiently shown the egregious errors committed by the said complainant in their statement of the said **Alford** accounts as administrator so as to render it unnecessary to follow their statements in the various details. The said **Alford** is an accountant and he managed to deceive the court so that they ordered the sale of the real estate when in fact there was sufficient personal assets to pay the debts with a surplus of thousands of dollars as has been shown. He had also until he filed his additional inventory made the court believe that there would with the help of some \$700 arising from the sale of land be insufficient to pay the debts and even after he had inventoried some \$7000 more he still persuaded the court that he and **H P Bates** had paid \$5000 of it and that he could not collect the balance. This was done by mere verbal statements to the court and he has induced his securities to believe that he had settled up the affairs of the estate and only owed some one or two hundred dollars when in fact and in truth he owed and still owes some \$13000.00

In reply to the allegation in said bill that the said complainants are not liable on the breach aforesaid there having been no act of mal administration on the part of said **Alford** after complainants became security, these respondents state that the breach aforesaid and upon which the damages sought to be enjoined were aforesaid was a failure to pay over

to these respondents the sum of four hundred dollars each which the County Court had ordered to be paid over after the said complainants had become security for the said J. H. Alford and as it does not appear by their statements in the bill of complaint that J. H. Alford is unable to pay the said sums the said complainants must be considered rather in the nature of volunteers in this bill of complaint. These respondents insist that the said complainants are liable for the said breach of Alford's bond and for aught that appears by their statements that if the Sheriff should choose to compel them to pay the money they have a remedy against said Alford and have come into this court without cause.

As to the the said complainants being advised and therefore charging it to be true that the order of distribution was fraudulently and surreptitiously obtained by concealing from the court that the matter of Jones bond and Alford & Bates note for \$5000 had been adjudicated by a Tribunal having jurisdiction they are were certainly entirely misadvised as to that matter. and of consequence their charge of fraud so falls to the ground. The matter adjudicated by their own showing (see transcript of record marked Boucher No 5) was merely his Alford failure to inventory said bond and note, not to excuse him from any further liability. He afterwards made an inventory of said bond and note and charged himself with the amounts and the said Jas C Bates was perfectly satisfied to receive nominal damages the object of his suit being in a great measure gained by compelling Alford to inventory this bond and note. But for the complainants to state and argue that Alford was excused from administering upon this bond and note and paying over the proceeds according to law and the order of the court shows an implicitly intellect not often met with

shows an imbecility of intellect - not often met with.

from These respondents in answer to the allegation in said bill stating the manner in which the said \$5000. note is alleged to have been paid off deny that any part of it was paid with the money of J. H. Alfred & H. P. Bates but that the payments alleged to have been made on said note were made with the money of Elias Bates as heretofore stated. That said note still remains wholly due and unpaid. and now these respondents having fully answered the allegation in the said bill contained pray that the injunction may be dissolved.

M. Frippell solicitor
for J. C. Bates & E. P. Honey

State of Missouri }
Jefferson County }

Personally appeared before the undersigned Clerk of the Circuit Court within and for the County of Jefferson James C. Bates who being duly sworn upon his oath says that the statements made in the foregoing answer to the bill of complaint of Lawson Cooley and Aaron Henry are true so far as said statements are made from his own knowledge and so far as said statements are made from information derived from others he believes to be true.

James C. Bates

Subscribed & sworn to
before me this 24th day of Nov 1825
J. H. Dunklin
Clerk

Leiston Booley &
Heron Henry

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Lee & Bates &
E. J. Honey & Co

Shawson of Lee &
Bates & E. J. Honey

John Lee 24. 1741
J. D. Smith
etc

~~John~~ Lawson Cooley
Auron Henry } 3 plffs

v
James B. Bates et al. defts

In cir. ct. of Jefferson County

November Term 1845

Replication of complainants to the answer of James
B. Bates and Elias H. Honey

These repliants saving and reserving to themselves
all and all manner of advantage of exception which may be
had and taken to the manifold errors uncertainties and insufficien-
cies of the answer of the said defendants for replication thereto
saith that they do and will aver maintain & prove their
said bill to be true certain and sufficient in the law
to be answered unto by the said defendants and that the
answer of the said defendants is very uncertain evasive
and insufficient in law to be replied unto by these repliants
without that that any other matter or thing in the said
answer contained material or effectual in the law to be
replied unto and not herein and hereby well and suf-
ficiently replied unto confessed or avoided traversed or
denied is true. All which matters and things these
repliants are ready to aver and prove in this honorable
court. Shall deem and pray as in their bill they have
already prayed -

Scott & Johnson
Solicitors for complts


Larson Bookley & Co

1

Jane & Walter Chal

Epithetion to the owners
of Jane & Walter &
Eliza J. Strong

Filed Nov 26th 1845
J. D. Smith
Clerk

Jones & Bates &
 Eliot J. H. H. H. H.
 & others

Drop bill in Chancery
 Superior Circuit Court
 Nov. term 1845

And the said defendants Lawson Booley
 & others deny there the court to rule the plaintiffs
 to give security for costs of suit for the following reasons
 1. Because the said Jones & Bates is in unimpaired
 circumstances or is so unimpaired as to be appearing as to
 endanger the officers of the court with respect to their
 legal demands
 2. The said Eliot J. H. H. is a non resident of this
 state.

Scott Sherman Atty.

James B. Bates &
E. H. Henry

Lawson Corby &
Lawson Henry & Co.

Cash bill

Notes for amounts for

costs

Friday Nov 28th 1845

for A. D. Curtis

CH

Boley & Sonny
vs } Chancery
Alford & Others

Plaintiffs

Defls

This cause came again to be heard
upon the papers heretofore read and inspected by
the Court and the decree nisi heretofore rendered
against one of the ~~defendants~~ Isaac Cadwalla
der one of the defendants in this cause, and he
still failing to appear and file his answer
according to the said decree nisi, it is ^{therefore} adjudged
ordered and decreed by the Court that the Bill
of the Plaintiffs be taken as confessed against
the said Defendant Isaac Cadwallader.

Coley & Henry

vs

Alford & Others

Deceit vs Actual

fraud.

Filed Nov^r 39th 1843

Wm. H. Dickinson

clerk

Lawson Cooley & Aaron Henry " Plaintiffs
Against In Chancery
Johnson & Alfors and others Defendants

The Affidavit of Lawson Cooley one of
the ~~above~~ Plaintiffs in the above entitled cause
for a continuance

This affidavit upon his oath states
that he is not ready for the trial of the
above entitled cause, that there are many ma-
terial parts of the Joint answer of James C Bates
and Elias F Honey ~~are~~ ^{is} untrue, that that part
of the said answer which refers to the incor-
pory and the ~~state~~ of the statements contain-
ed in the answer in reference to the debt
alleged to have been due from Genl Au-
gustus Jones to the Estate of Elias Bates is
absolutely untrue, He states moreover that
part of the answer which refers to the
debt of Johnson & Alfors and Henry P Bates
~~are~~ alleged to be due the Estate of the said
Elias Bates is also untrue - He states more-
over that the whole is untrue in very material
part, that he believes has witnesses whose testi-
mony he believes he can procure at the next
term of this Court who will disprove the same
that he has not been able to procure the same
testimony, by using due diligence since the
coming in of the said answer - He states
moreover that this application is not made
for the purposes of vexation and delay but
that justice may be done.

Sworn to in open Court
Attest J A Dunsen

Lawson Cooley

CLH

Coley & Henry

vs $\frac{2}{3}$

Henry & Others

Affidavit

Filed Nov. 29th 1845

Jos L. Dunne

Clerk

In the Circuit Court of Jefferson County
sitting as a court of Chancery

To the November Term of 1845.

The Demurrer of Johnson & Alford to a Cross Bill filed
against him in the said Court by James B. Bates
and Elias F. Honey in the case of Lawson Cook &
others Plaintiffs against Johnson & Alford and others
Defendants. now pending and undetermined in the said
Court.

This Defendant not confessing or deny^{ing} any or
all of the allegations set forth and contained in the
Plaintiffs Cross Bill; by way of objection and protesta-
tion against the same, demurs and excepts thereto, &
for causes of demurrer sets forth and shows the follow-
ing (vs)

First The Plaintiff has not made out such a case
as entitles him to have filed his said Bill.

Secondly - Because, the Plaintiff has ^{set out} ~~not~~ no new
matter in his said Bill

Thirdly Because this Bill being a matter of de-
fence, the same might and ought to have been made
by the answer.

Fourthly - There are ~~unproper~~ parties not proper parties
before the Court

Fifthly - Because the Plaintiffs seeks a discovery ^{action} for
not from the Plaintiffs in the original, but from his
co defendant in the original suit & he is not bound to
answer ~~for them~~ and for the said interrogatories
propounded in the said Bill.

For these, and for eleven other good and suf-
ficient reasons, apparent on the face of the Plaintiffs
Cross Bill, This Defendant excepts and demurs & prays
the Judgment of the Court whether he shall be com-
pelled to make any other or further ~~and~~ answer to the
said Bill

Scott & Johnson for
the Deft

Looby & others

vs

Alford & others

Dem. ver. to Crp. Bill

Filed March 11th 1875

J. M. Alford, Plaintiff
vs
J. M. Alford, Defendant
Especially

Circuit

In the Court of Jefferson County sitting
as Court of Chancery

To the Next Term of 1845.

The answer of Johnson H. Alford, to a Crofs Bill
filed in the Court aforesaid, against him, by James,
C. Bates, and Elias F. Honey, two of ^{his} Co defendants, in a
cause, now pending and undetermined, in the said
Court in which Lawson Cooley and others are Plaintiffs;
and this respondent with others, are Defendants.

This respondent, not waiving his demurrer ~~his~~
~~answer~~ filed in ^{this} cause, but insisting upon the full benefit of
the same, and for the full ^{benefit} of other just and proper exceptions
to the many errors and imperfections contained in the Plain-
tiffs Bill: for answer thereto, or to so much thereof, as he is
advised it is material & proper for ~~answer~~ him to answer, answer-
ing saith: That heretofore the said Lawson Cooley, ^{the complainant} exhibited
their Bill for an injunction in this Court, which was granted
them, and to which Bill this Plaintiff respondent and
others were made defendants. In that Bill this respondent
was required to answer upon ^{oath} interrogatories identical al-
most with ^{those} now propounded to him by the Plaintiff to the
cross Bill - To those interrogatories he took great care to respond
carefully and truly, and did so, and he now refers to his
answer filed in the original cause, and which ^{is} now before
this ^{Court} as containing a true exposition of this cause and the
conduct of this respondent in the administration of the
estate of ~~James~~ the ~~same~~ Elias Bates deceased, of whose
estate, this respondent admits, ^{he} is the administrator with ~~it~~
having given securities as set out in the Plaintiffs' Cross
Bill - This respondent has again carefully examined that
answer and affirms that the same is true, and he there-
fore prays that ^{that} answer may be taken and considered as
part and parcel of this answer, and that this Court would
give to the same ^{the same} ~~an~~ weight in the investigation of this
cause, as if the ^{same} were again repeated, and set forth in
this answer.

The allegations contained in the Plaintiffs' Bill, by which an attempt is made, by them, to divide the assets of the estate of the decedent to the enormous sum of \$11,600.00 exclusive of interest and inclusive of interest to the ^{sum} of \$15188.47. is gratuitous and false. Equally untrue is the allegation that Elias Bates died leaving a large estate in bonds & as stated in the Plaintiffs on the Bill - The two inventories filed by this ~~respondent~~ respondent in the office of the Clerk of the County court of Jefferson contain a true account of the amount of the ~~estate~~ bonds and accounts, a large portion of which had been paid off in the life of the intestate, among these was the debt of \$5000 due to the said Bates in his ^{life} from Alford & Bates was paid by that firm in the life time of the said intestate; for a more detailed account of that transaction the court is referred to the answer of this defendant filed in the original cause. To the same answer, this respondent refers the court, for a particular and true ^{account} of Jones debt. and which will, also, furnish a statement of the amount of collected on Jones debt. This respondent denies if he understands what ledger the Plaintiff means ^{he speaks} when, of ledger A that there ever ^{came} into his hands from that, or from any other source the sum of two thousand dollars, or any other amount, not accounted for by this respondent in his various settlements with the court of the County of Jefferson, either in the form of notes & bonds and accounts or money ~~and~~; The whole allegation is, ~~is~~ false. Reference to the item of \$915.50 mentioned in the Plaintiffs Bill as being furnished ~~the~~ by the inventory filed by this respondent, consisting of notes bonds and accounts many of them were out of date, and barred by the st of limitation, and others insolvent and ^a very small amount available such of them as could be collected has been accounted for by this respondent in his settlements with the County court and to them he refers All that has been collected of the debts of Denniston and Dennis Armstrong has been already accounted for in the

the regular settlements made by this respondent. The Plaintiffs' allegations, therefore, touching these debts is false and unfounded. The notes of Evans of which the complain, amounting to \$160. were notes executed to Bates & Honey and did not ^{come} into the ~~Plaintiffs~~ hands of this respondent until after he ^{had} filed ~~the~~ ^{the} original and supplemented inventory and were ~~there~~ not included in that inventory.

The allegation in the Plaintiffs' Bill charging this defendant with having entered the private trunk of the deceased shortly after his death, and before he qualified as the administrator is ~~too~~ and taking papers therefrom, is basely false and the plaintiff ^{knows} it to be so. It is made to cover the conduct of this James C Bates who will enter the trunk of his deceased father the morning after his death, and when he was yet ~~he~~ to a corpse in the room and take therefrom a pocket book in which were the ^{receipt for} ~~notes~~ ^{the} notes of Jones and Bates and Alfred and ^{he} may have ^{taken} others, for ought this respondent knows. He did retain possession of the ^{receipt for note of Jones & the note of Bates & Alfred} ~~notes~~ mentioned above until after the first inventory was filed, and this respondent had considerable difficulty in getting them from him. The allegation that his father gave the notes to him with instructions to collect as much as he could and credit the amount with Elias F. Honey is not true. The intimation that he was sick at the time of his father's death is false and hypocritical he was ^{the} there morning after his ^{death} and did enter the trunk and ^{take} out the pocket book, as this respondent will prove. Upon this branch of the controversy this respondent refers to his former answer.

This respondent distinctly denies all and singular ~~the whole~~ of the allegations of the Plaintiffs' Bill not admitted nor particularly denied by this answer.

He admits that he was the administrator of Backus & Martin and that he was removed because he refused to give the security required in the Pitts Bill.

And having answered this respondent prays ^{to} be heard

to only & others

vs

Alford & others

The answer of J. H. Alford
to a copy of the
and others vs him

Filed March 11th 1886

J. H. Alford

J. H. Alford

D. L. R.

dismissed with his costs by and duly bound with
may

COUNTY OF JEFFERSON, Sct.

CRIMINAL DIVISION

TO

Augustus A. A. A.

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our *County* Court on the *twenty* *first* day of *May* next at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein

James A. A. A. A. *are* plaintiffs and *John A. A. A. A.* *are* defendant on the part of the *Defendants*

WITNESS, *John A. A. A. A.*, Clerk of our said *County*

Court, at the town of Hillsboro', this *twenty* *first* day of *May* in the year of our Lord one thousand eight hundred and forty-*eight*

CLERK.

John A. A. A. A.
May 22 1848

I acknowledge the Service of the Weather
Spa, March 25th 1846

A. Jones

In the Service of the
May 1846
of Cooky & others
as of Cooky & others
for defendants
Augustus Jones

A. Jones

Cooley et al

Henry et al

A Jones (see index)

Indicated to record

1881-82 and 1882

see index

see index

see index

COUNTY OF JEFFERSON, SEC.

OFFICE SHERIFF OF MISSOURI,

TO

John Hammond. William Howell

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our Circuit Court on the 23^d day of November at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein James H. Bates et al are plaintiffs and J. M. Alford et al are defendants on and before the said Court.

WITNESS, JOHN S. MATTHEWS, Clerk of our said Circuit

Court, at the town of Hillsboro', this 22^d day of November in the year of our Lord one thousand eight hundred and forty-six

CLERK.

J. M. Alford
J. M. Alford
J. M. Alford

I Dowed this wite on William Foxton and
John Hammond By Reading the same in
there presence and Hearing on the
23^d day of November 1846
John Hammond Sheff

To Lincenith County
Nov^r Term 1846.

Charles Dates et al
vs
J^W Alfred et al

for Plaintiff
vs
John Hammond
Wm Foxton

1st day

Sheff for \$100

COUNTY OF JEFFERSON, Sct.

~~GRANTED~~ ~~SETTLED~~ ~~OF~~ MISSOURI,

TO

Charles J. Smith

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our *Circuit* ~~Court~~ ~~on the~~ *morning in Session* day of _____ at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein

James H. Bates et al plaintiffs and
James Goodley et al are defendants on
the part of the *defence*

WITNESS, ~~JOHN S. MATTHEWS~~, Clerk our said *Circuit*

Court, at the town of Hillsboro', this *23^d* day of *November* in the year of our Lord one thousand eight hundred and forty-*six*

CLERK.

J. Matthews

By Wm. H. Hatcher & Co. Attys

I executed the within subpoena on Charles
S Rankin, by reading on the 25th Nov 1846.
Sworn to and subscribed
before me Nov 25th 1846.

John Wiall

J H Alford CLK
By J H Fletcher D CLK

To Sheriff's Court
Nov Term 1846,

Charles S Rankin et al

vs
James Leavelle et al

for Defendant,

Chas S Rankin

J Day

COUNTY OF JEFFERSON, Sct.

THE NEW YORK TIMES

THE BIRTH OF MISERD
 Samuel Howell, Admiration
 Francis Burrage

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our Circuit Court on the 25 day of November at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein James B. Dutcher is vs and the defendants are the plaintiffs and the part of the plaintiffs are defendants on

of Me before
WITNESS, ~~James M~~ Clerk our said Court

Court, at the town of Hillsboro', this 29th day of November in the year of our Lord one thousand eight hundred and forty-six.

CLERK.

of the Lord
of the Harvest
of the
of the

I Execute this note in Charles S Rankin
 and James (Deane) By Reading the
 same in their presence on the 11th day
 of Nov 1846 and on Samuel Skeel
 and on Dr Saml Skeel by reading the same in his
 presence and hearing on the 25th day of Nov 1846
 Geo H Hammond Deputy for John Hammond
 Sheriff

To Lewis County
 Nov 1846.

J. C. Bates et al
 vs
 Judgs

J. Mc Agard et al
 for Sheriff.

Saml Skeel

C. S. Rankin

Francis Deane

11th day

Sheriff fee \$150

Lawson Cooley &
Aaron Henry

James C Bates et al

Replication of James

C Bates and B F Henry to the several answers
of the said ^{J H Alford} ~~complainant~~ to the crop bill
of the said defendant

These repliants seeing and
reserving to themselves all manner of advantage
of exception which may be due to the many errors
uncertainties and insufficiencies of the answer
of the said Alford to the said crop bill for replica-
tion sheweth say that they do and will ever
maintain and prove their said bill to be true cer-
tain and sufficient in law to be answered unto
by the said Alford and that the answer of
the said Alford is very uncertain evasive
and insufficient to be ~~an~~ replied unto without
that that any other matter or thing in the said
answer contained material or effectual in law
to be replied and sheweth and sheweth well and
sufficiently replied unto confessed or avowed traversed
or denied is true All which matters and things
these repliants are ready to ever maintain and
prove as this honorable court shall direct and
pay as in their crop bill they have already paid

Fripell for J C Bates
& B F Henry

Gooley & Shumway

103

W. B. Bates & E. F. Shumway

Relocation to

our new to each bill

Filed Nov. 28. 1846

J. H. W. W. W. W.

The Clerk of the Circuit Court this please
advise subpoena for Saml. West. For
Francis Chance & Chas. J. Rankin esq. witnesses
in Case of Lamon Co. vs. J. C. Bates &
others. —

James C. Bates
for Defendants

Shelly Lamon
April 13 1843 J. McAdams

Attest. April 10 1843

Receipt for
Witnessed

COUNTY OF JEFFERSON, Sct.

THE STATE OF MISSOURI

TO
Samuel Street, New York, Francis Moore
and Charles Pauline

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our *Circuit* Court on the *27th* day of *May* at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein

the part of the defendant & on

John B. Matthews
WITNESS, ~~John B. Matthews~~ Clerk of our said *Deed*

Court, at the town of Hillsboro', this 1st day of April in the year of our Lord one thousand eight hundred and forty-seven

LEIRIK

Wm Wood CLERK.
of the Northern Ocean

I served the petition writ on Samuel Skel and Mr
 Foxton on the 22^d day of April/47 by reading
 the same to Samuel Skel in his presence and hearing
 and leaving a copy at the usual place of abode of
 Mr Foxton with a free white person above the age
 of 15 years and by leaving a copy of the same
 at the usual place of abode of Chas S Rankin
 and Reading the same to and in the presence
 and hearing of Chas S Rankin on the 23^d day
 of April 1847 By Geo Hammond Sheriff
 Geo Hammond Clerk

Circuit Court

May Term 1847.

L Cowley et al

vs
 J C Bates et al

for Debt

Saml Skel

Wm Foxton

Francis Mearns

Chas S Rankin

4th day

Feb 22nd 1847

Filed May 30th 1847. Geo Hammond
 Clerk

COUNTY OF JEFFERSON, Sct.

~~OFFICE~~ ~~SECRETARY~~ OF MISSOURI,

TO

Augustus Ford



GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our *Circuit* Court on the *27th* day of *May* — at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein

Lawson Kealey et al are — *plaintiffs* and
James H. Bates et al are — *defendants* on
the part of the *plaintiffs* *J. H. Kealey*

WITNESS, ~~JOHN S. MANNING~~, Clerk of our said

Circuit
27th

Court, at the town of Hillsboro', this *27th* day of *April* in the year of our Lord one thousand eight hundred and forty-*seven*

J. H. Kealey CLERK.

By M. J. Johnston Secy. Clk.



Served the Within Subpoena on Augustus
Jones by Reading the same to him in Wash-
ington county April 27th 1847

G M Burris Sheriff

To Jefferson Lewis County
May term 1847.

J. Hooley sh ad
vs
shup.

Jas & Bates sh ad

for \$1000

Augustus Jones.

Friday

M. Burris shff Jas 57

COUNTY OF JEFFERSON, Sct.

THEE SEVERE OF MISSOURI,

TO

Saml Steel, Wm Taylor, Francis Newman
and John Smith

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our *Seventh* Court on the *25th* day of *November* at the town of Hillsboro', then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein *Lawrence Canby et al* are Plaintiff and *Edw W Bates et al* are defendant on the part of the *Defendants*

WITNESS, *John S. M*

W. M. Bates, Clerk our said *Seventh*

Court, at the town of Hillsboro', this *23rd* day of *Oct* in the year of our Lord one thousand eight hundred and forty-*seven*

John S. M CLERK.

COUNTY OF JEFFERSON, SCT.

THE STATE OF MISSOURI,

To *W. J. Jackson* Attorney General and
William Jackson

GREETING:

You are hereby commanded that, setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our Court, on the *23rd* day of

May at the town of *Stillsboro*, then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein *Benjamin Woodley et al* is Plaintiff and *Edw. Henry et al* is defendant on the part of the *Defence*

Witness, JOHNSON H. ALFORD, Clerk of our

said Court, at the town of

Stillsboro, this

20th

day of *May*

A. D. eighteen hundred and

forty eight

J. H. Alford

CLERK.

To Jefferson Cir Court
May Term 1848.

L Cowley et al
v. 3 Subp
J F Honey et al

For Defends
C. S. Rankin
Saml. Skel
Wm. Fayton
Foster

4th Day

I have been waiting to receive you
on the 22nd day of May 1848
and so have I had on the 22^d
day of May 1848 and on the 22^d
May 1848

COUNTY OF JEFFERSON, SCT.,

THE STATE OF MISSOURI.

To *Wm C Caldwell*

GREETING:

You are hereby commanded, that setting aside all manner of excuse or delay, you be and appear in proper person before the Judge of our Court, on the *25th* day of

May next at the town of *Stillsboro*, then and there to testify and the truth to say, in & certain matter of controversy, now pending in our said Court, wherein *Austin Costley et al* are plaintiffs and *Edw H. Monaghan et al* are defendant on the part of the *Plaintiffs*

Witness, JOHNSON H. ALFORD, Clerk of our

said Court at the town of

Stillsboro, this *12th* day of *May*

A. D., eighteen hundred and *forty eight*

J. H. Alford
CLERK.

To Jefferson Cir Court
May Term 1848.

S Cooley et al
vs Sabp
E. H. Honey et al

For Plffs.

Isaac Cudwalladen

Served May 16th 1848

To decy
for 50

I read the writ to Isaac Cudwalladen
on the 15th day of May 1848

For Answered
By Isaac Cudwalladen

The State of New York

To Place before the

Writing. We command you, that nothing
be done in manner of view and delay
you be and appear before the Commission
Commissioners in Chancery on 11th day of
February next at ten o'clock A.M. at his
office in Westchester County, to testify
in a matter in controversy before him
promising, or having the representation of
Learned Society it at, or on behalf of
and being so showing it at an affidavit
on the part of the plaintiff
Given under my hand this 25th day
of January 1852.

Philip B. Johnson
Commissioner

S. Cooley et al

vs

E. F. Hony et al

Spa
for Plaintiff

Isaac Cadwallader

Constable fees

25 cts

Executed the within writ as with commenced this the
24 day of February 1837. Justice of the Peace
County of Kent
1837