

Jefferson County Circuit Court
Case Files - Civil
May 1844

Folder 3 of 3

Box 6 Folder 65

Cobley, 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. Bankin, Isaac Cadwallader; enjoin judgments
involving estate of Elias Bates; includes
commissioners' report and copies of settlements
and other records from Bates' estate file;
sale of shot tower in Herculaneum

L. Leasing & Co

or

G. H. Leasing & Co

Salvian & Co is entitled to the
sum of \$12 per annum
interest upon the commission.
May 25th 1858

J. P. Leasing

Cont.

State of Missouri } p.

County of Jefferson } On this 11th day of
January AD 1850. before me the undersigned
clerk of the Circuit Court in and for said
county, came Philip Pipkin, (Special Com-
-missioner appointed by the Circuit Court
of said county sitting as a court of
chancery to state accounts in a suit
pending in said court between the adm^r
& representatives of Lanson Cooley et al
Complainants against E. J. Mowery et al
defendants,) and made who being by
me duly sworn upon his oath says that
he will faithfully and impartially perform
his duties as such Commissioner.

Sworn to & Subscribed

before me Jan'y 11th 1850

Thos C Fletcher Clerk

} Philip Pipkin

Testimony of Isaac Cadwallader sworn and examined by consent of parties.

Witness states, that Elias Bates, deceased was owing to him about \$486 loaned money to secure the payment of which he took a deed of trust on Real Estate. Also said Bates was owing him the sum of two allowances in the County Court amounting to \$680.15 $\frac{1}{2}$. That they were transcripts one allowance was for \$538.20. The other for \$121.95 $\frac{1}{2}$. Witness states that he received in payment of said allowances, notes on Dennistown and Armstrong, to said Bates some three or four in number, amounting in principal to the rise of \$600. and paid to Bates Adam J. H. Alford \$300. over and above the amount of his allowances. \$250. of which was in a note on of Henry P. Bates. At the time witness took said notes on Dennistown & Armstrong, Dennistown, the principal was here, his solvency was suspected by some. that he never received any of said notes but the interest in part, but thinks the estate of said Dennistown is good, but don't know. Witness further states in explanation that one of said notes had been reduced to a judgment, and that he took up ^{at the same time of} ~~into~~ the judgment, another note about one, and afterwards took up one, or two notes. don't know which, the whole amount rising \$600. including the judgment of four and witness took the notes & judgment for the face of them.

sworn to & Subscribed before me

Isaac Cadwallader

P. P. Kinn Commissioner Feb. 11th 1850.

C. S. Rankin being sworn & examined on the part plaintiffs

states that he was one of the arbitrators in the case of the State of Missouri to the use of James C. Bates against J. H. Alford Isaac Cadwallader

& Administrator of Bailey G. Martin decd. on 21st day of November 1839. Before the arbitrators Johnson & Alfond Sonr of Elias Bates decd. produced a statement made by him, as agent of Elias Bates during his lifetime with Augustus Jones, that the debt due by Augustus Jones was reduced down to \$1000, on which suit was commenced, and Judgment obtained and the sum of \$1043 made, which statement said James C. Bates admitted to be true.

Witness states, that certain papers marked 1, 2, 3 are in the hand writing of J. H. Alfond, ^{except the name of A Jones} and he supposes to be the same, that were before the said arbitrators at the time last above mentioned. Witness further states, that a note here exhibited marked (4) signed A Jones, for \$2100, with a credit of \$250 was he supposes before them the said arbitrators at the time aforesaid.

Witness states, that Elias Bates & Geo. M. Stoney owned the shot tower in partnership, at Seneleamund, and supposes that from a note that came into his possession as Adm^r of Geo. M. Stoney date 5th March 1831, that the sale to said Elias Bates was made about that time, of one half said tower by said Stoney. Subsequently built, about 11th March 1834, said Elias Bates sold one half of said tower to Johnson & Alfond and Henry F. Bates, for \$5700. At the date of said sale to Bates and Alfond, said Elias Bates was owing to the estate of Geo. M. Stoney a considerable amount due about \$2200, balance purchase money of ^{said Stoney's} Elias Bates undivided half of said tower. The balance of said note of \$2200. was paid by J. H. Alfond. \$1000 was paid 16th March 1835. \$800 was paid 7th Dec^r 1835. remainder \$409.93 on 18th Dec^r 1835. States that A. & G. Calstro obtained a judgment & execution against Geo. M. Stoney and Elias Bates for \$1800 or near that sum, and that witness

3
loaned I. H. Alford, as well as he collects \$1000 to pay
one half said judgment, and is certain he saw Alford
paid said half. Witness states that ~~to~~ ~~W. Inge~~ done
business with Elias Bates; deposited lead with him
at Arculanum; that he knows nothing of a
note offered in evidence, ^{marked (5)} except that it is in the
hand writing of Samy P. Bates. That the signature
to said note is made by said Bates for Elias Bates.
(~~the signature to~~ ^{to} ~~and that~~ ^{omitted to be} The payment endorsed on the back of
said note is, ~~in the~~ ^{in the} hand writing of
C. B. Inge.) Witness states, that a Mr. Guard
was in the habit of delivering salt at Arculanum
for sale, and that Mr. Elias Bates may have
bought salt of said Guard, but don't know
that he did, that he knows nothing of the
note produced marked (6) except that the body
of said note is in the hand writing of I. H. Alford
and the signature ^{in, that} of Elias Bates, and the body
of the receipt on the back of said note is in Alford's
writing. Witness states, that I. H. Alford was clerk
for said Elias Bates, at Arculanum. Can't say when,
about the time stated in account produced marked (7)
but how long he served don't recollect, states that
Mr. Bates was giving some of his clerks \$50 per month
other small wages, that Alford was not his head clerk.
Can't say what Bates agreed to give Alford; that said
Alford was an efficient clerk. States that in April
1832 at the time Mr. Alford was married, Mrs. Lewis, now Mrs.
Alford was keeping house for Elias Bates, and after the
marriage, they, said Alford his wife and Elias Bates
lived together in Elias Bates' house. That said Bates
continued to live ^{in said house} with Alford till his death.
States that for some years before his death Elias Bates
drank considerably, and continued till his death. Thinks
he drank more after he sold out than before.

States that Bates board was worth \$9 per month
and the rent of ~~Bates~~ house worth \$35 per year,
States that, ^{the body of} a note, produced to accompany account
marked (7) is in the hand writing of Alfred except
the date which with the signature is in the hand
writing of Elias Bates. And that the body of another
note accompanying said account for \$32.15 he thinks
is in the hand writing of J. A. Alfred, and the signature
of Elias Bates by S. P. Bates is in said Henry Bates
writing. And thinks Henry Bates was, at that time
joint date of said note, doing business for his
father Elias Bates, that the writing on face of
said note in pencil is that of Alfred.

Witness states, that of the notes on the Inventory
he considers the following as good. B. J. Boughton's
^{note} J. W. Driscoll & J. Armstrong's three notes; that since
1836 he had collected from James Reed whose note
on the Inventory is \$36.08 more money than that sum,
can't say whether Reed is solvent or not.

Cross Examination of C. S. Rankin

Witness states, that from his acquaintance with Mr.
J. A. Alfred, he ~~knows~~ him to take sprees, occasionally
has known him from about 1830. States, that he witness
never gambled himself, but that ^{he has seen} Mr. Alfred ~~did~~
gamble, but not often, because he was not where
betting was going on, has seen Mr. Alfred but
at times pretty largely. That when Mr. Alfred
came to Senelecum, thinks he had but little money.
thinks that at the time he purchased the shot tower he
could not have had much over \$1000. Mr. Alfred was
a liberal man and spent his money freely. (Mr. Johnson
counsel for plaintiff objects to the testimony of Mr. Rankin
with regard to Mr. Alfred gambling & drinking) Witness
States, that Elias Bates had himself and with others

5-
been doing business at Seneclanum prior to 1834
for about 12 or 14 years. making that, receiving lead,
selling goods on commission for ^{their} own account, that
Bates & Honey dissolved partnership he thinks, from the
date of a note that came into his witness' hands, as
a com. of Geo. M. Honey, about March 1831, that Geo.
M. Honey died about Sept. 1832. States that in conversing
with Mr. Alford ^{between Honey and Bates' death} on several occasions, he was convinced
there were out standing debts, ^{after the firm of Bates &}
^{for} Honey, and Alford contended that the most of them
^{ought to belong to} ~~was~~ Elias Bates, from the fact that in comparing
the individual accounts of Bates & Honey on the
books, Honey's account was much the largest, and
that he, ^{Honey} should be responsible for the account of
Thomas J. Reddick, on the books, amounting to some
\$1300 or \$1400, and his Honey's account, making in
all some \$2000. States that he is com. of Geo. M.
Honey's estate, and thinks that he never received
any thing on account of Honey's estate from
the firm of Bates & Honey or Honey & Bates, of the
out standing ^{debts} tho, he may have received some,
If he has received any thing, his settlements, will show.

Witness presumes that Elias Bates or Mr. Alford
for him, settled up the affairs of the firm of
Bates & Honey, or Mr. M. P. Bates may have done
so, for Elias Bates. Witness states that they Bates and
Honey done a large business of from \$5000 to \$10000
per year, some years. Witness thinks from the nature
of their business there must have been a considerable
amount of out standing debts. After the dissolution
of Bates & Honey March 1831 Elias Bates done
business there in his own name. Witness is under the
impression that Bates & Honey succeeded Elias Bates
in business at Seneclanum, subsequently Honey
sold his interest, thinks one half, to James M. White

And that, as he supposes, in 1834th March. Elias Bates sold his interest to M. P. Bates & J. H. Alford.

And understands, that ^{M. P.} Bates & ~~Alford~~ sold ^{his} ~~their~~ interest at ~~different times~~ to James M. White & Co and J. H. Alford sold his interest to Ferdinand Kemmelt. By reference to records witness finds the date of the transfer^{of} Bates to J. M. White & Co to be 26th April 1836 - and of J. H. Alford to F. Kemmelt to be 31st October 1836 - Witness states that when Alford paid him \$1000 on account of Elias Bates note to J. H. Money, witness gave him Alford, as he thinks, a receipt ~~to~~ in the name of Elias Bates, and Alford refused to take the receipt unless it specified as being paid by him. perhaps Mr. Elias Bates may have been in the store, at the time. States that he thinks Mr. Bates sold land about Vallies mans, and was under the impression that he ^{witness} received the amount of said sales on said note, or a part of the same. these are mere impressions and has no means of knowing the facts, now, but he then might have known. (Counsel for plaintiff objects to impressions of witness). [By Reference to record Book 6 page 531 20th February 1835 - Elias Bates conveyed to the Vallies certain land the consideration being \$900 which deed was acknowledged 13th March 1835.]

reference for
common

Witness states that, in 1834 at the time Bates & Alford was doing business, in an establishment. They had not a great deal of funds, their credit was good and they could have got credit for more than they did.

Re examination

Witness states that Alford would drink every ^{day}, never was disqualified from business except when in a spree

In gaming, thinks Mr. Alford lost more than he now saw him at one time on going to New Orleans and back, as passenger, gambled almost every day. When doing business, at New Orleans, had seen him playing occasionally, for small ^{amounts}, don't think he lost much at those games. Has seen him play, when absent from New Orleans, for larger amounts. States, that he don't know what amount of out standing debts was due on Bates & Honey's books, at the time Honey sold his interest in the shot tower to said Bates, and that he don't know that Alford collected any of said debts, of his own knowledge. ^{from} The time between the dissolution of Bates and Honey to the time Bates & Alford bought the shot tower about three years elapsed. States that he thinks Alford was ^{seems} ^{part of} boating, two seasons, that he came off the river just before he was married. (By reference to the Record Book (6) page 326 it appears Augustus Jones bought an interest in the shot tower ^{29th November 1832} (Jones sells his interest to White & Kinnell see Book (6) 485)

21st October 1834) Witness states that he thinks that, but little business was done by Bates and Jones. The business done by Bates and Alford was ^{very} ^{compared with that of Bates & Honey} small, but they could have done a larger business with a small capital, their credit being good.

Witness further states, that the debt of Thomas F. Proctor heretofore referred to in favour of Bates and Honey for \$1348.48 has been allowed in the County Court of Jefferson County, on the 1st Nov. 1830 and has not been paid & that Elias Bates in his life time endeavoured to get said debt allowed against the estate of Mrs. M. Honey before the County Court of Jefferson County & failed.

Sworn to & subscribed
before me Feb 12th 1850

Ch^s. S. Rankin


Isaac Cadwallader

being recalled, states, that Mr. Alford paid him many small sums several times on account of Elias Bates. That said Alford told him that Bates was hard run, and that he was paying him out of his own funds. (To this objection is made by Mr. Trisell defendants counsel). Nitrop further states that he knew Mr. Bates to be hard run, Bates told him so, and also, told him that he would pay all his debts if the people would give him time, and that he would make time. That he Nitrop got of Mr. Alford on account of Elias Bates as much, he thinks, as \$25 at one time and \$30 at another. It was the universal opinion of the public, that Mr. Elias Bates was insolvent at the time of his death; and that he never at the time expected to get his demands against his estate. (Objected to by counsel for defense) sworn to and examined
Isaac Cadwallader
before me Feby 12 1850

P. Pipkin Court.

Francis Minna being produced sworn and Examined on the part of the defendants.

States that he first became acquainted with Johnson H. Alford in 1829, he thinks, when he said Alford first landed in Herculaneum. In 1833 became intimately acquainted with Alford, when Nitrop moved to Herculaneum. Cant tell said Alford's circumstances, at that time nor before, was not well acquainted with his habits at that time, saw nothing wrong in him. States that the longer Nitrop knew Alford the more intimate he grew. From

States that after Nitrop moved to Herculaneum in 1833. Alford drank a good deal but it ^{had} no effect to disqualify him for business. In one or two ~~after~~ years after Mr. Bates death Mr. Alford became very intemperate at times, and, no doubt, neglected his business. In 1835 Nitrop commenced the grocery and wood business, with Mr. Alford ~~and continued~~ with him, for three years, when Nitrop bought him out, Alford had nothing to do in said business, but post books & furnish his portion of the Capital. At the time Mr. Alford commenced business with him, he Nitrop, had a good supply of groceries on hand, and whenever it became necessary to furnish any groceries Mr. Alford was to get them, Nitrop was to superintend the whole business of the grocery & wood yard, and they were to go halves in the profits. Alford did furnish groceries as they were wanted. Nitrop states that they were paid for out of the ~~profits~~ ^{profits} of the establishment, ~~and~~ at the time Nitrop & Alford dissolved business Nitrop bought out Alford, and gave his note to him for two thousand dollars, which was to be paid out of the wood on ~~Nitrop~~ hand at that time a bar formed in front of the landing, the wood had to be hauled half a mile and consequently they ^{he Nitrop} sunk money. About January 1842 Nitrop paid Alford first payment of \$300 ^{in property}, and about that time Alford knocked off \$1000 of said bond off \$2000.

Nitrop states that Mr. Alford was in the habit of gaming. Has seen him play at times from morning till night, he would always play for money. He would bet large or small sums as it suited him and he was hard to beat.

Nitrop states, that in February

or March 1835, as suggested by the record of a
 deed to which he is a subscribing witness,
 One William Kutor, came to Vincennes
 to purchase a tract of land of Elias
 Bates deceased, which was afterward sold
 to the Vallies, at Vallies mine. Bates &
 Kutor did not agree as to the purchase of
 said land, and it was, as said above, sold
 to the Vallies as witness understood for \$1000
 but by referring to the deed of record witness
 is satisfied it was for but \$900. Witness knows
 of Alford going to Vallies for the purchase money,
 and on his return Alford came to a Ball when witness
 was, in a very good humor, and he was not any
 thing else, at a Ball. The sale of that town
 by Elias Bates to Bates and Alford was a secret
 thing to witness, and he knows nothing about it.
 Understood from some of the parties probably from
 both, that Bates and Alford were to settle Elias
 Bates business. States that Elias Bates has been
 doing business at Vincennes previous to his
 death by himself and with others for about
 twenty years. ~~When the suspicion he heard Elias~~
~~Bates say that he had nothing to do but to eat and~~
~~drink, that his whole business was.~~ States that Mr.
 E. Bates pretended to do no business, but when Bates
 and Alford were absent, he would wait on
 any one that wanted any thing, he was always
 busy. After Alford was married he kept house, and
 furnished his own supplies, don't know of any thing
 that Mr. ^{Elias} Bates bought. Witness knows of outstand-
 ing debts, don't know the amount, or where they
 were on, but now and then some one would
 come in and say -

(Offered in evidence by defendants, a deed to John Perry date 16th June 1835- consideration \$150 B.C. page 555. Do M. E. B. Fletcher and date 12 May 1835- B. C. page 526 consideration \$25 Also a deed to William McKinley date 2nd July 1835- B. C. 568 consideration \$8.)

Witness further states that, in about four or five days after the death of Elias Bates James C. Bates handed to him witness a pocket book containing as he Bates stated his fathers papers and requests witness to take care of them for him till he called for them. Witness took the pocket book & opened it and saw a note on General Augustus Louns for ~~\$1000~~ \$1100 and another note on Bates and Alford for \$5000. Then closed the pocket book and put it away till it was called for in about a week or ten days by James C. Bates and it was then delivered to him. James C. Bates stated the reason he wanted witness to take the papers was that there would be an administration in a few days on his fathers estate and if he took them home he would have to bring them back at that time. Prior to giving witness these papers the effects of Mr. Bates had been removed from the room in which he died, and from which James C. Bates had come when he handed witness the papers. Said effects were removed by Mr. Alford or some of his people. They consisted of a bed & table, few chairs, a trunk &c.

Witness further states that in various conversations had with Mr. Elias Bates a year or two before his death, his Elias Bates said James C. Bates, his son, had received nothing except what he had worked hard for, that what he intended to do for him, he would fix it so that his, James C. Bates, children might get the benefit of it. but if he should be taken off in a hurry

there were papers he could get his own by. Mitrop believes the papers handed to him were the ones referred to. Mr. Bates mentioned no particular papers.

(Counsel for plaintiffs objects to this statement of Elias Bates)

During the time ~~Witrop~~^{together} and Alfred were business, Mitrop thinks prior to the death of Elias Bates, he had a conversation with Alfred about James C. Bates. Mitrop told Alfred if there was any thing coming to James C. Bates from his father's estate he ought to have it that he was living in the country, and had no home of his own. That if Bates could get what was coming to him he could fit himself out with a home. Alfred replied, that is quick as the business of the old man could be settled up there would be eight hundred and odd dollars coming to him, James C. Bates, ^{and went to the bank} and said he was going to make a memorandum, which he was going to give Mitrop to keep, for the satisfaction of both of them, and if he varied from that amount, ^{\$10} he would forfeit a \$10 hat, and handed Mitrop a memorandum in his own hand writing here to the court produced marked (A).

Mitrop here at his own suggestion, wishes to make a statement confirmatory of a former statement made by him as to Bates and Alfred settling up old man Bates business, which is, that, Alfred came into his Mitrop's grocery, and remarked, that, ^{as fast as he} paid off one debt, ^{of Elias Bates} two came in place of it. (To this statement counsel for defendants objects)

Mitrop states that Bates & Alfred did not do much business after they pinched the shot down.

Witness is opinion that these men at the death of Elias Bates did not know the amount, nor whether they could be collected, (opinion of witness accepted to by Counsel for plaintiffs)

Cross Examination

Witness states that he is knowing to Mr. Alfred being in partnership with M. J. Hoine in Illinois in a store. Alfred sold out to Hoine soon, don't recollect what he got. Thinks Alfred part of the capital was \$500 ^{when they commenced business} has no doubt from report that he made money, and that the business was brisk. They commenced business about the time Bates and Alfred brought out Elias Bates.

Cross Examination on the point immediately above.

Witness. Says that he never was at Harrisville while Hoine & Alfred were ^{they decided} doing business together more than a few days after, never saw their books, nor ever conversed with M. J. Hoine on the business of the firm. recollects to have conversed with Mr. Alfred and ~~may have~~ with others, that there were people in his grocery at Harrisville more or less every day from Illinois.

Cross Examination resumed

Witness states that Mr. Alfred was an active business man. don't know how long after witness gave the papers up to James C. Bates that he had received from him. till they were delivered to Mr. Alfred as acont. but from the receipt to Bates by Alfred they were delivered Oct. 24 1836. (Letter of Acct. were granted July 26th 1836) Witness states that Elias Bates boarded with Mr. Alfred from Alfred's marriage till Bates' death. It was worth \$9. pr. month to board Mr. Bates.

Witness states that his grocery account against Elias Bates was paid in year about \$50. ~~paid by Bates~~ ~~in settlements of accounts.~~ paid by Mr. Alford. dont know out of whose funds.

For vs Manner

Sworn to & subscribed before

me Feby 13th 1858

P. Pipkin Commissioner

Bates and Alford bond for \$5000 produced. and marked B-

Henry O. Bates being produced sworn and examined on the part of plaintiffs

States

that he thinks the sale of the shot given by Henry to Elias, ^{Bates} was in the year 1831. For several years years previous, the business of the firm of Henry and Bates had been languishing. Not near as much business doing at time of sale as in former years.

Now, H. Henry was the active or managing partner of the concern at that time. That Henrys mode of doing business had driven off a good many customers. Under these circumstances Elias Bates proposed to buy or sell, Henrys reply was, as witness has heard Elias Bates say he was unable to purchase,

Bates offered to give or take \$5000 & Henry refused, and Bates bought Henrys interest for \$6000. First payment, thinks, was ^{\$3000} made by Bates to Henry through Strader & Co.

Bates had a large contract with Stead & Co to furnish shot. The business of Stony & Bates when Stony sold to Bates was pretty well settled up. There were some old unsettled accounts. Itales that Stony would frequently ~~draw~~ on Elias Bates for small amounts which nitup thinks were his portion of these unsettled accounts. After Stony sold to Bates, Augustus Jones bought one half of that factory, and afterwards Jones sold to Capt. White, here the business of these firms stopped and the place lay idle. Elias Bates swore he would neither do business for nor with White. Owing to the failing condition of his business, judgments and trusts were obtained on his property for a considerable amount, and owing to his owing ~~up~~ ^{up} and incapacity to attend to business he proposed on several occasions to nitup ~~to~~ sell his interest in the Forge, which nitup after refused, until he told me unless nitup and Mr Alfred would buy his property, would not begin to pay his debts. would have to be sold under the hammer for judgments in favour of A. & G. Ralston & a deed of trust in favour of Mrs. W. Hony. and a ~~judgment~~ ^{suit} in favour of Isaac Cornwallis and consequently Mr Alfred Nitup bought him out, on condition that Mr Alfred would manage the business for Bates & Alfred, at that time nitup was living in the country.

Bates & Alfred were a tiller business in rearing and forwarding lead, which but till more than paid expenses. The principal business done by them was the manufacture of shot, to fill

a contract of J. M. White & Co. for 60000 lbs. shot,
 for which he was to pay us the gross amount of
 \$4500 being $\frac{1}{2}$ cents per lb. thinks about 60000
 was manufactured the first year. and think near
 all the Contract was filled the second year. Got
 their pay, whether the materials were furnished
 or not, on the second year a slight reduction was
 made on the Contract, for by their failing to furnish
 the materials, we did not have the same amount
 of work to do, and were willing to make some
 concessions. States that thinks about 1831 Alfred
 commenced clerking for Elias Bates, Winthrop thinks
 \$33 per month a reasonable charge for Alfred's
 services he boarding himself, which he does.

A note of \$32.15 is shown Winthrop as signed by him for
 his father has no recollection of the cause that created the
 note but thinks it was for shoes bought in St. Louis. he states
 he considered himself authorized to sign his father's name to
 the note or he would not have done so. Winthrop states
 that the Bankers note Company was in the habit
 of leaving note with Elias Bates for sale or com-
 mission. Knows his father to be indebted to the
 note Company about the time Bates & Alfred
 left, the shot gone, and know the precise amount,
 might have been \$3000 or \$1000 his indebtedness was
 considerable. did not see the debt paid saw it
 charged against Elias Bates on Bates and Alfred
 books, thinks his father never paid it but don't
 know it. Know his father to be indebted to J
 Clemons, and know the amount, and know of
 Mr. Alfred's paying the amount to Clemons, has seen
 it charged to Elias Bates on Bates and Alfred books
 then Elias Bates to be indebted to Clemons for note,
 and know the amount, mentions Elias Bates was

indulged to Ives at the time he sold the Town to
Bates and Alford. States that there was a great
incubation of Elias Bates than is shown
by account marked Exhibit (C) shown to Court.

States of having once executed a note for
his father to Mr. Luge, which afterward came into
the hands of C. B. & W. Luge signed by Witup as
agent for Elias Bates and himself as security &
had authority to execute it, it arose for the
purchase of some lead. Recollects of Alford
merchandising with Ives in Illinois, how long
can't know, sold out to M. J. Horne, from current
report; understood from report he got from \$500 of Ives.
(every thing given in the form of report objected to
by Counsel for defendants) ^{At} the time ~~time~~
Elias Bates sold to Bates to Bates and Alford of his
debt had been freed upon him as they were upon Alford
and himself, his property debts and all would not
have paid them. Witup was doing business for
about three years for Elias Bates ~~from~~ after his
purchase from Horne and done business for Bates
and Horne from 1821 to 1825-9 for Horne and
Bates from 1825 to 1827.

(Defendants by their Counsel objected
to the Examination of Henry P. Bates on
the ground of interest, before he was exam-
ined) (Alfords by their Counsel, show
the answer of H. P. Bates disclaiming
any interest in the suit, and claim the note
of H. P. Bates & J. H. Alford for \$5000 based
by the Statute of Limitations, if it considered
a subsisting note.)

Sworn to & subscribed
before me July 13th 1850 }

H. P. Bates

Philip Pipkin Com^r

C. S. Rankin being recalled States, that he knows
that Mr. Alford was concerned in a store with
M. J. Horne, at Harrisville Illinois, dont
recollect, when it was, is under the impression, that
it was near the time that Bates and Alford
bought out Elias Bates, dont recollect how long
the partnership existed between Horne & Alford, ^{this it was for a short} time,
Alford sold out to Horne, dont recollect for what,
but that he either received \$500. or made \$500 by
the operation, has received the impression from some
source, and dont know, what.

Sworn to & subscribed before me Ch^s S Rankin
Feb. 12th 1857 P. P. Rankin Com^{rs}

To the Honorable the Circuit Court within and for the County of Jefferson in the State of Missouri in Chancery sitting. The undersigned Special Commissioner appointed by your Honorable Court, at the last May Term 1849, to audit and adjust the accounts referred to him between the administrators and legal representatives of Larson Cooley et al complainants and Elias F. Horsey et al defendants, now respectfully submit the following as his report under said order.

By Consent of Counsel for the parties, the Commissioner appointed the 11th day of February 1850 the time and Phillipsboro the place to take the examination of witnesses in the cause, which was accordingly commenced on said day and continued from day to day till completed, which examination was taken down in writing by the Commissioner & subscribed by the witnesses, and is here to the Court shown and is made a part of this report. The Commissioner, after a full examination of the evidence and the papers in the case is enabled to state the following account between the said parties.

Dr. J. W. Alford Adm^r in ac^t with the Estate of Elias Bates dec^d.

Item 1.	To General Inventory	915.00
" 2.	" Sales Personal estate	66.88
" 3.	" " Real do.	500.00
" 4.	" A Louis Note (as per paper 123)	1850.00
" 5.	" Amt rec ^d from Joseph Evans	160.90
" 6.	" " Bates and Alford's Bond	5000.00
" 7.	" Rent of Elias Bates house 4 y. & 3 m.	140.00
" 8.	" Interest on Omistons & Armstrongs notes on Inventory, from date 12 May 1836 to 25 Aug. 1839 10 p cent	218.00
Total Amt of estate -		\$8858.80

Item 1	By Credits all ^d in Co. Court April T. 1838	\$185.00
" 2.	" do do July T. 1839	350.00
" 3.	" do do July T. 1840	707.63
" 4	" do do July T. 1841	265.50
		1508.13

To amount brot over		\$8850.80
By do do.		\$1508.13
Item 5 By Amt p? C. S. Rankins on Elias		
Bates note to Geo. W. Money	2209.93	
" 6. " Amt p? Rabstons	927.85	
" 7. " " " C. B. & M. Inge	713.89	
" 8. " " " Alfreds individual acct,	838.81	
" 9. " " p? J. Caowallaon on verbal acct	55.00	
" 10. " " " realized from execution in favor		
of J. C. Bates & E. J. Money vs Alfred et al,	92.00	
" 11. " " " Alfreds Commission at 6 per cent	89.28	
" 12. " " Bad debts on Inventory	203.32	
Total Credits		\$6638.21
Bal due Estate		\$2212.59

showing a balance in favour of the estate of Elias Bates of \$2212.59. Item 1 on the other side of the account, is the amount of the Inventory filed by Mr. Alfred when he first took charge of the estate. Of this sum \$203.32 are bad debts as will be seen by C. S. Rankins testimony, and are paid to Alfred credit in Item 12. Credit side of account.

The three notes in this Item of Quinston and Armstrong, are charged against Alfred and the interest thereon, from 12 May 1836, the date of said notes, to 25 August 1839, at which time they were given to Caowallaon in payment of his claims against the estate of Elias Bates. The Inventory does not show the rate of interest the notes were drawing, but by calculating the amount of the notes and interest, we find they amount to very nearly the sum of Caowallaons two receipts of August 25-1839 and the amount he paid Alfred in cash and Bates note thus,

Caowallaons receipts	\$16.93	Quinston & Armstrong notes	671.10
do	7.50	ch? on Inventory	
Amt paid Alfred	300.00	Int. @ 10 per cent 3 y. 3 m. 12 da	218.00
	\$924.43		\$889.10

Making a difference of \$35.33. This view of the case is

come out by Mr. Alford himself. for he charges himself with the sum of \$817.⁵⁰/₁₀₀ in his settlements of July 1840 & 1841. in a judgment against Dimistow & Armstrong for \$270. and a note of the same for \$210. & Bates note for sale of lot in Anacostia and amounting in principal & interest to \$337.50, which is too much if these notes only draw 6 per cent interest.

The receipt for \$130 given Alford by Cadwallader is dated March 13 1839 and Alford filed it as a credit in July 1839 of course, not making any part of the transaction of which Cadwallader speaks should not be so considered.

As to that part of the Inventory charging Mr. Alford with sundry accounts in Ledger A there was no proof before the Commissioner as to what firms said Ledger belonged, or what was the amount of said accounts, nor was the Ledger itself produced. Tho, the witnesses Runkles & Minear proved outstanding accounts due the firms to which Elias Bates belonged, the Commissioner is unable to fix any amount, or to form any idea as to whether they ever were collected. The only definite amount of any of these debts is shown by Mr. Alford in his settlement with Augustus Jones, by which Jones note was reduced to \$1000. And this brings me to consider June 4, for 1835. To charge this amount is clearly just, at least it is a less sum than might be charged against Mr. Alford according to his own showing. The papers marked 1, 2, 3 show the settlement that Mr. Alford, as agent for Elias Bates, made with Augustus Jones, by which Jones note was reduced as above said, and took place about the day on which A. Jones accepted to Elias Bates "for all accounts due him from the firms of Bates & Jones and for all lod as his and other effects belonging to said firms including settled and unsettled accounts due said firms. This receipt was drawn Oct. 26 1835. By reference to this settlement it will be seen that the amount due the firms of Bates and Jones at this settlement was \$1707.84 exclusive of bad debts of this sum Bates was owing \$428.98 Jones \$256.93 making \$685.91 which taken

from \$1707.84 leaves \$1021.93 of good debts and on other individuals of this sum Jones was entitled to half; but Jones receipts in full for all claims due him from the firm, and passes over the accounts to Bates. Jones has a further interest of \$424 "clearings &c. about factory" which are deducted from his note originally of \$2100 leaving it that much. This settlement made out by Mr. Alford explains the manner in which this note of Jones was reduced ^{to} \$1000, and at the same time it shows the consideration of the reduction was Jones half of the accounts of the firm estimated by Alford at \$600 and the clearings about factory estimated at \$424. Then, ^{if we only} to charge Alford with Jones note reduced to \$1000 ~~only~~, it would entirely be just to charge him also, with Jones half of the accounts due the firm and the clearings about factory, which would amount to over \$2000. These outstanding accounts due the firm of Bates and Jones were uncollected at this settlement, and if they were collected after the settlement which took place 26th Decr. 1835. and before Elias Bates death, May 12th 1836, they must have been applied to the payment of Elias Bates debts by Alford, or used for Alford's private purposes. If they were not collected, which is most probably true, (for not more than 4 months elapsed before Bates death) then Alford should have charged himself with them as the administrator of said Bates.

Items 2 3 & 5 are correct and speak for themselves. Item 6. is Bates and Alford's note for \$5000.00. It is contended by the plaintiffs that this note was wholly legitimated in the life time of Elias Bates, but the Commissioner thinks differently, and for the following reasons, first the note was in the possession of Elias Bates at his death, and if paid should have been listed, secondly, Elias

Bates speaks of it to the witness Mina in connection with Jones note as a means out of which Janus Co. Bates could get his own. When a note is found in the possession of a party, its nonpayment is presumed, and it devolves upon the drawer to prove payment. This I conceive they have failed to do in part at least. If this note was liquidated, why was it not cashed? why let it remain in Elias Bates possession so long after payment? Alford & S. P. Bates were business men and knew the danger of such carelessness. And further S. P. Bates a party to the note must have known of its payment, but in his testimony says not a word about its payment. Item 7 is rent for Elias Bates house. Rankin & Minea prove that during the whole time after Alford's marriage in April 1832 till Elias Bates death in May 1836 Alford lived in Bates house and Bates boarded with him. Rankin says the house was worth 35\$ per year, making for the 4 years \$140. Item 8 is the interest on Reister and Armstrong notes at 10 per cent as shown above.

Items 12, 3, 4. on the credit side of the account are Alford credits allowed by the County Court at his various settlements. Item 5 is made up of three different payments by Mr. Alford on Elias Bates note to Geo. W. Honey, as will be seen by C. J. Rankin's testimony, (to whom the money was paid) and a paper marked A 101. Item 6 is the amount paid Ratston as charged by Alford and proved by C. J. Rankin. Rankin proves that he loaned Alford \$1000 to pay Ratston, but Alford charges only \$927.85 Elias Bates half of Ratston's judgment against Honey & Bates for 1800\$.

Item 7 is the amount paid C. B. & W. Luge by Bates & Alford as will be seen by the note and endorsement thereon marked (57). The note of Guard marked (61) claimed as being paid by Bates & Alford and which was attempted to be

proved cannot be allowed by the Commissioner, for the payment endorsed does not purport to be made by Bates & Alford nor by either of them, neither is the evidence that Elias Bates dealt in salt with these men, nor that of S.P. Bates, that Elias Bates was charged with it in the books of Bates & Alford, sufficient to establish its payment by them. Item 8 Alford individual account marked 7 & charged in the account of Bates & Alford marked, ^{Exhibit} 6 is allowed, the principal part of which is for the services of Alford as clerk & the board of Elias Bates for about 4 years, as proved by the witnesses Rankin & Minced. Item 9 made up of two payments to Isaac Leadmuller on the verbal order of Elias Bates is proved by Isaac Leadmuller, this item is composed of two items in Bates & Alford account against Elias Bates, which see. Item 10 is correct as will be seen by reference to execution on file in the clerk's office of Jefferson County in favour of James L. Bates & E. F. Honey v. J. B. Alford and his securities. Item 11 is correct Commission on disbursements. Item 12 is composed of sundry bad debts on the Inventory including all of said debts except Swiston & Armstrongs three notes, B. J. Boughtons & James Ruess, the last being now insolvent but able to pay in 1836. All the various items in the account of Bates & Alford not proved by the testimony of the witnesses are rejected, all that have been proved even partially, are allowed and entered as above. It was attempted to be proved by S.P. Bates that the claims of of the Kan hawa Salt Company J. Chumers & Grand were paid by Bates & Alford, but this proof is too vague & indefinite, he does not know who paid these claims, does not know whether his father Elias Bates or Bates and Alford paid them, saw them charged in Bates and Alford's books. If they were paid by Bates and Alford he must have known the fact, for one-half the sum was his own fund. It is true a long time has elapsed since these transactions took place, but the lapse of time has doubtless been

more prejudicial to the estate of Elias Bates than to Mr. Alford. He was the clerk and agent of Mr. Bates his father-in-law, and through him the most of the affairs were transacted, and it is hardly possible he would have paid so many and large claims out of his own pocket for the relief of Mr. Bates without having some more definite proof than a running account and the frail memory of witnesses. Neither would he if the \$5000 bond was paid within one year after it was drawn as is contended have suffered it to remain in the hands of Elias Bates twelve months longer and he declining in health and growing more dissipated every day. That Mr. Alford was engaged in a profitable business in Illinois with Mr. Loomis & in that business realized \$500 or \$600; that he and Emily Bates manufactured shot for white to the amount of \$9000. is no proof that they paid the debts of Elias Bates out of these sums, or any portion of their effects.

The papers of Elias Bates came into the hands of Alford by virtue of his office as administrator and it was in his power to produce or suppress any paper that would answer his purpose, and from the fact that none of the books in which the accounts of the firms to which Elias Bates belonged can be produced we infer that Mr. Alford was ^{at least} very careful about the nature of the estate of Elias Bates. That Alford received the amount for which Bates sold his land to the Collins, I think there is but little doubt the deed was acknowledged on the 13th February and on the 16th Alford paid to Rankins \$1000. Menden says Alford went for the money. When Alford required Rankins to draw the ~~and~~ receipt for the \$1000 paid by him and not Elias Bates it was in Rankins store and not in Elias Bates house. Neither is there any proof that Elias Bates was present. If he were

thus particular when he paid Rankin the 1000\$
why not so when he paid Guard, Clemens, and
the Kankawa Salt Company.

The Commissioner has carefully examined
the bills and answers of the parties ^{respectively} ~~respectively~~
together with the evidence. He has charged every
thing that from Mr. Alfreds settlements & the
said evidence and the exhibits seemed to be just
and has given him credit for every item
proven, not charging him the interest that would
accrue on these funds in his hands belonging to Elias
Bates.

Being requested by Mr. Johnson, ^{atly for complainant} to embody his
view of the case in this report it is herewith exhibited
to the Court together with his remarks thereon, and ~~and~~ is
prayed to be taken and considered as part of this report,

All of which is respectfully submitted

Philip P. Kim
Commissioner

L. Croley et al.

E. H. Money et al.

Commissioners Report

Filed May 25th 1850
Thos C. Fletcher
Clerk

\$2804.56

Cooley's Admr et al.

vs.

Bates Admr et al.

In the Circuit Court

Jefferson County

A. P. Bates Admr of J. H. Alfad due? come into court and except to the report of the Commissioner in the following particulars in stating the ase of said Johnson H. Alfad Admr of Elias Bates with said estate.

The Dr side of the ase

1. The Commissioner erroneously charged the note of August Jones to Elias Bates at \$1850.00 when he should have put it down at \$1043.00 - thus making an error of \$807. against the Admr. To show that this charge is erroneous to this except the Admr of Alfad states that the settlement with Jones was made in the life time of Elias Bates & the note reduced to \$1000 - (See Jones Acct & the papers showing the settlement marked 1. 2. 3. - Rankin's evidence proving James B. Bates Commissioner p. 2.)

2. The Commissioner should not have charged the bond of \$5000. by Bates & Alfad or if he did, should have credited the full amount of the ase showing the bond had been paid (See Alfad's ase marked Exhibit C - The testimony of Mr. Menen in connexion with a paper produced by him marked A in which Alfad & Bates note is not set down - the evidence generally.)

3. The Commissioner over chg'd the interest accruing on Dennistons & Armstrong's note - he charges \$218.00 & should only have put down ~~\$146.59~~ \$146.59 - (See settlement July 3, 1840 - Inventory of Evidence of Debt - Cadwallader's evidence p. 1) - The excess of interest is \$ **71.41**

The Dr side of the A/c

1. The Commissioner refused to allow the following as payments towards the \$5000. note executed by Bates & Alfard Having chg^d the amt of the note, the payments made towards it are not all allowed.

The amt paid Guard as chg^d in the a/c = \$ 293.65
(See Alfard & Bates a/c - E Bates Note to Guard & rec^d on the back - Rankins evidence p. 3 middle - Date of Purchase by Bates & Alfard 10th March 1834 as shown by Bates & Alfard's bond. As to payments by Bates & Alfard for Elias Bates (see H. P. Bates evidence p. 12. Isaac Cadwallader's evidence p. 8. H. P. Bates evidence p. 10.)

2. The amt paid Clemens Jr \$89.96 See H. P. Bates evidence p. 16 at bottom.

3. The amt paid the Kanawha Salt Company \$21.73 (See H. P. Bates evidence p. 16.)

4. The other small items in said a/c is not allowed amounting to \$33.67 altho the large items are proved & these small charges are natural in a natural order - I now am above \$10.00 ~~being~~

5. The Commissioner should have allowed Alfard Credit for interest on the payments made on the note of \$5000. ^{installments} before they were due. (See the note of \$5000. - The a/c showing the date of the principal payments - & Alfard's answer where the matter is explained.) The interest claimed is \$360.00

In short Alfard's Adm^r says that the Dr side of the a/c is too large by \$878.41 and the Credit side of the a/c is too small by \$1399.01.

Thos. L. Johnson
Atty for Alfard's Adm^r

Booley's Account

11

Booley's Account

Booley's Account
Booley's Account
Booley's Account

Filed May 28th 1850
J. H. & J. H. H. H.
C. H. H.

Cooley admr & other

⁴
Jas C Bates & Honey

The defendant insists that that the special commissioner in this cause has committed the following errors in his statement of the account in this cause to which the defendants hereby except

1st Commissioner has failed to charge the admr with two of Occrisons & Am-
strops notes which were inventoried and not charged by Alford in any of his settlements to himself - amt \$422.

2^d He has omitted to charge him with ashes and cleaning about the shot tower one half of which in the settlement with Jones was purchased at \$424

3^d He has allowed him \$2209.93 as paid on Bates notes to Honey individually when from the whole evidence in the case this debt must have been paid by him out of the debts due Bates & Bates & Honey

4th Exceptions are taken to the allowance of \$927.83 paid to Rallston for the same reasons

5th Exceptions are also taken to the allowance of \$713.89 as paid to C B & W Coy for the same reasons

6th Exceptions are taken to the allowance of Alford's individual account for \$838.81 for the reason that it was paid as it was contracted at least to a great extent

7 Amt of \$5-50 paid Cadwallader upon verbal order is excepted to because it was evidently paid out of P Bates fund

8 Exceptions are taken to the charge of \$92 made on execution because that is a credit upon the judgment in joined

9 No charge of interest has been made by our supervisor from the time the money became due to the present time M Foxhall solicitor

Cooley & others

vs

E. H. Strong & J. B. Bule
advers.

Exposition to
report of court
and answers

Filed May 29 1855
H. H. DeLoach
(Clerk)

Lawsor Cooley & al,
vs
E. F. Stoney & al. } In Sd Circuit Court
May 7, 1850

In Chancery

Philip Perkins Special Commissioner
Having been engaged 3 days in
taking the evidence & about one m^{or}
beside in examining the Bills, Answers,
accounts &c and making his report
Charges for said services ——— \$37.00

Examined and allowed for thirty Dollars &
Ordered to be taxed as Costs in the Cause
May 30th 1850 ——— John Nelson Judge

Austin Leachy & Co

12,

E. J. Leachy & Co,

of J. P. Lewis Court

See

\$50.00

Filed May 30th 1850

Wm. E. & Co. Leachy

Q210

E. J. Leachy & Co,
12

The Adm^{rs} of Cooley Henry
v.s

The Adm^{rs} of Alfred, Cadwallader et al

The complainants move the court to Marshall the liabilities of the two sets of securities to Johnson & Alfred Adm^{rs} of Elias Bates & to reject certain items of charges in the report of the Commissioner in Chancery for which the securities are not liable. Said Adm^{rs} specify particulars thus.

1. They say that neither sett of Alfred's securities are responsible for Item 7 on D^r side of the asc being rent of Elias Bates house by Johnson & Alfred for 4 years previous to said Bates' death @ 35\$ per year = \$140.; because the securities of an Adm^r do not guarantee any indebtedness which the Adm^r may owe the intestate in his individual capacity.

2. They say that if either sett of securities are liable, it is the first sett: for the Adm^r committed a breach of his ^{1st} bond by not inventorying this debt.

3. They say ^{that} they are not liable for Bates & Alfred's bond of \$5000. because the securities to the Adm^r did not become security to Alfred to pay this bond: And if the securities are liable it is the 1st sett because Alfred committed a breach of his 1st bond by not inventorying this debt.

4. They say that they are not liable for any portion of Alfred's bond because 1st by settlement the bond was reduced to \$1000. by settlement in Bates life time & as to the residue the 1st sett of securities are liable & not the last sett for the reasons above given.

5. In other particulars the D^r Side of the asc is wrong so far as the last sett of securities are concerned.

Date of 1st bond - 16 May 1836.

Date of 2nd bond - 7 May 1841.

The Column of Beauty & Harmony

apt.

Cells 5 Cells Caducellars

hal _

Notice to Merchants Habitats
of Beauties -

Filed Nov 28th 1850
The Fletcher
Cell

Lawson Cooley et al } In the Jefferson Cir
vs } Court =
E. F. Honey et al } Nov. Term AD 1850

The Comfets by their solicitor come and
move the Court for a rehearing of the above
entitled cause for the following reasons-

Because the court erred in ~~refusing~~
the injunction

~~Because the Court Order overruling the
motion of Comfets to marshal liabilities~~

Because the Judgment and decree of the
Court is against the ~~Procedural~~ Law
and Equity of the Case

Because the Judgment and decree of
the Court should have been for the Comfets

Because the Court erred in refusing
Comfets Bids

Thos B Johnson
Comfets Solicitor

Carley at
all

Howey at

Motion for a
rehearing
of

Filed Dec 7th 1852
Ho. & Fletcher
clerk

over-ruled

William Horton

vs.

Estates of S. Henry,

Lawsan Cooley &

Johnson W. Alford

In the Circuit Court

Jefferson County

May Term 1851

William Horton, a witness in the case of Elias H. Honey & James L. Bates, against the above Defendants, ~~in~~ The Circuit Court of said County, moves the Court, to retain the costs in said case, which were adjudged against the above defendants, and correct all mistakes that were made in taking up the same.

He states that he as a witness in said case attended the Court some four or five times remaining three or four days each time time, and that he claimed his fees every time, yet the Clerk taxed his fees at \$5.00 only, And he finds on the Docket additional fees in his favor to the amount of \$12.14.

He moves that this amount be released in his favor.

William Horton
By A. Green Atty

My dear Mother

no.

Sept. 17 1860

My dear Mother

I

Providence

My dear Mother

Cooley Henry
vs
Alford & others

And now as they day
come the plaintiffs by their solicitor as
also the defendants by their respective
solicitors and the exceptions to the Com-
missioners report filed herein by the parties
respectively, being seen heard & fully under-
stood, and it appearing to the Court
that there is error in the statements of the
account, as ^{appears} ~~appears~~ from the evidence
taken before the Court, as ^{also} from the exhibits
made therein; And the Court proceeding to
correct the statements of the account, doth
declare and adjudge the aggregate balance
due the Estate of the deceased and Chargeable
against the Administrator and his Securities
at the sum of Twenty eight hundred
and four dollars, and fifty six cents, and
because the Court is not fully advised as
to the final distribution of the said sum
as also of the several amounts chargeable
against the different sets of Securities of
the adm^r it is ordered that the Cause
be continued for final decree to the
next term

Charles DeMery

Attorney at Law

De Cree

Dr

James DeMery

Cooley and other
against
E F Honey and other

Injunction

Now on this day come again the said parties by their respective solicitors and the court being ~~now~~ sufficiently advised as to the amount of the distributive share of each heir and as to the amount chargeable to the ~~two~~ two sets of securities do ~~for~~ further order adjudge and decree that the injunction in this cause be dissolved and that the administrators of the said Henry Cooley and Henry discharge & pay ~~said judgments~~ the judgments incurred ~~together with the costs~~ to the extent of the distributive shares of the said James C Bates deceased and Elias F Honey as is herein set forth and the court do further find that the distributive shares of said James C Bates and Elias F Honey to be five hundred and sixty dollars and 90 cents with interest at 6 per cent from the 3^d day of June 1835 and ~~that~~ it is further ~~ordered~~ adjudge and ~~decree~~ that the ~~first~~ set of securities upon the first bond are not liable for any portion of the above mentioned judgments and that the defendants recover of the said complainants their costs and charges in this behalf expended and that they have ~~them of execution~~ to be paid out of the assets ~~in said~~ of said estates in their hands.

Leavelle et al
vs Reenee
Deane et al

Remarks upon my view of the asc -

It is needless to say any thing upon item No 1 on the D side of the asc. - No 2. includes the 3 notes of Denniston & Armstrong ~~notes~~. It is evident from Mr Cadwallader testimony that H.P. Bates note was rec'd as an equivalent for one of the Denniston & Armstrong notes. It is further evident from the same testimony that there was only three of said notes as returned in the inventory for Mr Cadwallader says that that the principal was a little the size of \$600 - whereas if there were four the principal would exceed \$800. - Now we can show very nearly how the transaction occurred between Alfred & the witness.

Cadwallader rec'd for	606.93	Denniston & Armstrong	
Another rec'd for	130.00	Judgement	3 270.00
Another allowed amt	736.93	Notes -	210.00
Not recollectd -		H.P. Bates note cash	300.00
			480.00

If all three notes against Denniston & Armstrong be chg'd. the charge of the \$200 & \$137.50 must be struck out as it is clear that these two amt make up H.P. Bates note of \$337.50 with interest. You see by item No 9 I charge Alfred with the interest he rec'd on the note of Denniston & Armstrong reduced to judgement & you further see that by item No 5 I claim a credit of the other note on the inventory for which H.P. Bates note was rec'd \$241.50. This is clearly just.

Item No 3 is the amt collected from J^r Evans ^{with} for which he is chg'd in his settlement before the additional inventory was filed. I do not charge the additional inventory in a lump because this would lead to confusion. Item No 4 is correct as shown by his settlements. I charge amt rec'd from A Jones in item No 5 because J^r B Bates admitted this was correct before the referees (see Rankin evidence)

The \$5000 note of Alfred & Bates was clearly paid & more than paid in the life time of Elias ^{Bates}. In the asc presented we proved ~~on~~ ^{off} the items as well as could properly be done at this distance. All the large debts is proved beyond a doubt. The amts paid to Rankin ⁱⁿ Adams upwards of \$2200,

Amt to C B & W Inge \$713 to L A & G Ralston upwards of
\$900. & Amt paid to Cadwallader ^{\$65} By H P Bates we proved
that Elias Bates was owing The Kannewa Salt Co - Guard & J
Clemons & tho' he did not know the amts exactly he stated them
sufficiently near to enable the commissioners to see that the
Amts stated in the a/c were correct. It would be wonderful
to be rather a suspicious circumstance if one at the distance
of sixteen years from the transaction could tell the amts of
these a/cs. He tells you that H P Bates never paid them
& he saw them chg'd on Bates & Alfard's books against Elias
Bates. Of course if Bates & Alfard had not paid them these persons
would have sued Elias Bates or his Adm'r. H P Bates
is a competent witness. Examine his answer & you find that
he renounces any benefit in the estate and in the suit. Of course
the Judge could not give judgment for cost against him. And
as to being bound in the note with Alfard one thing is very
certain that he can certainly plead the Statute of limitations in
bar to any action upon that note. He has therefore no interest
whatsoever and of course if he had any interest it would be
against Alfard. The main & leading items of our a/c being
proved the Court will presume the correctness of those small items
which could not be recollected at the distance of sixteen years.
As to Alfard individual a/c it was proved that he boarded
himself & clerked for E Bates after his marriage in April
1832 & that his services were worth \$33.00 per month. It
was further proved that Elias Bates boarded with him
from the time of Alfard's marriage till E Bates' death
& that his board was worth 9¢ per month. The
two notes mentioned in the a/c were also proved
& I wish it borne in mind that the interest on these
two notes must be calculated down to the present time
this will of course make the amt of Alfard's a/c larger
than that chg'd. It was attempted to be shown that
the \$1000 paid Ralston by Alfard was rec'd on the sale of
land by E Bates to Valle. This was not shown so that a

Com. in Chan. would regard it. It was not proved that Alford got the money tho some said he went after it. Rankin says he was under the "impression" that he rec^d all or a part of this money. In the first place Rankin nor any one else says that Alford got it; thus there was an impression merely that Rankin rec^d what he didn't know Alford ever rec^d. The circumstances of the ^{death of} deed being near the time of paying Rankin did not prove any thing because it is always common to mention a present receipt of the consideration of the deed thro the land be sold on time. I kept over Alford's good humour at the ball where he was never anything else than in a good humour as upon the same ground every one who laughed, chatted & danced at that ball might be equally chg^d with Alford. Good humour would be abandoned if its display would convict of receiving money. It was also shewn that there were balances due Elias Bates but no witness states that Alford ever rec^d one dollar of those balances. W. P. Bates tells you that the balances on Honey & Bates books he did not think could be collected. We take the ground that this \$5000 note was liquidated ^{& more than paid} in Elias Bates' life time by paying debts for Elias Bates & thus the personal services ^{by} private indebtedness to Alford. When Elias Bates bot out Honey it was proved that Shraderville had to furnish him \$3000 & Bates of course had to repay him by making shot afterwards. The establishment did very little comparatively for the last few years of Honey & Bates business because the hands did not like Honey's mode of doing business. Very little was done when Jones bot in & after he sold to White & Co Elias Bates refused to work with or for White. Thus making nothing with large debts hanging over him to secure one of which he had executed a deed of trash & another of which was reduced to a judgment & being also incapacitated from attending by his habits of dissipation he tells his son Alford that unless they take hold, his property of every kind will not pay his debts. When Alford purchases Rankin admits he had a thousand dollars but don't know how much more. It was shewn that Bates & Alford made the first year 600000 lbs shot for White.

at $3/4$ of $\$45,000$ for the second year they had the same
Contract but a slight deduction was made. Here there is a
gross amount of nearly $\$9000$. Taking off $1/2$ for Expenses which
is certainly liberal & we have upwards of $\$4000$. made by
the towers which under the control of Alfred & Bates. And recollect
that there were no small debts. It was from White alone who
was responsible beyond a doubt. Rankin says that they done a very
small business compared with that of Bates & Honey. Bates & Honey
some years done business to the amt of $\$50,000$ to $\$100,000$. Will
the witness might say that $\$4500$ was a small business compared
to this. But here was business enough to show how he obtained means
to pay off these debts of Elias Bates that he charges. In addition
it must be recollected that Alfred borrowed $\$1000$. of Rankin to pay
the Radston judgment & that he sold out his store in Illinois
Lot about $\$800$. or $\$1000$. Alfred was a business man & he it
further observed that a few months after E Bates death he sells to
Kennet for $\$2500$ ^{his interest in the shot towers.} which enabled him to pay up the money borrow
to assist him to relieve E Bates. It was shown that Alfred & Bates
were to settle E Bates business but it was further shown that the
debts charged as being paid by Alfred & Bates were not all the debts
due by E Bates. If money was collected by them here were debts to
be paid. Alfred was the man who alone done this business. If he
were here this matter might be shown. As he is dead every presumption
is to be made in favour of the correctness of an old transaction like
this. Item No 9' on the credit side will be fully explained by
reference to the note of Bates & Alfred & Alfred's Answer. The note
was to be paid in five instalments and as the whole was paid
during the second year he is entitled to interest on $\$3000$ for
3 years $\$2000$ for 2 years & $\$1000$ for 1 year which will make
the credit $\$360$. claimed. Item No 10' will be seen by
reference to the execution in favour of Jas Bates v. Alfred
& securities. Alfred is entitled to commission on the amt
paid out by ^{him} which at a rough estimate I set down
at $\$89.28$. I beg you to look carefully over the answers. There
are several things perhaps omitted because the papers are not

before me as I write. One thing that the Commissioners
will bear in mind is that Alfred's estate cannot be
ruined by men's "impressions and opinions." Something
more substantial must be shown to authorize you
to reject a charge of \$1000. - which when he paid
he required the receipt to be executed in his own ^{name},
and when too Elias Bates was in the same house.
Alfred surely would not have attempted to defraud
his father his law in his own house and right
under his eye. Alfred would tell Cadwallader
when he drew on him that he paid ~~at~~ the money
out of his own pocket. And when using all his ener-
gies to pay Elias Bates out of difficulty we find
him exclaiming when E Bates' debts would multiply
as fast as the head of the Hydra that as fast as
he paid one debt two would up in its place.
An attempt is made to ^{improve} believe that E Bates estate
was rich. Mr Cadwallader states that the
general belief of every body about the time of his
death was that it was insolvent. He states that
he never expected to get his debt. I also
call your attention to Mearns's statement that Alfred
told him that J. C. Bates share would be \$800 or
more dollars. He says the memorandum produced
before you was the one that Alfred made out at
the time to which he requested Mearns to keep to which
Alfred said he would not deviate from. Look at
that paper - it shows only \$1600 bal: how could
5 heirs each get \$800 - out of it. You observe
that he does not include the note of \$5000 &
this shows that he did not consider it a note
due the estate. And further observe that he put
Cadwallader's debt at \$200. - whereas it was
nearly \$800. - And besides Hardy McCormick's
debt there are other allowances against the

estate. The records of the office show that Alfred
 did not then know how much the estate was owing
 and he does not put down Cadwallader's debt
 as certainly ascertained but he uses the word
 ("say") showing that he merely guessed the amount.
 This paper further shows that Meser was mis taken
 as to the time of making this paper. It was
 evidently made after E. Bates death before the
 allowances were made & before the sale of the
 Warford land to Franklin under order of the
 County Ct.

Thos. L. Johnson

Remarks upon Thos. L. C.
 Johnson view of the
 of
 Lewis & C.
 v.
 Alfred & C.

Dr Johnson At Alfred's account of Ellen's Debt. In the current with said estate

No 1.	To the list	\$ 66.88	No 11	By Court Decree allowed ~~1838~~ 1838	185.00
No 2.	Inventory of evidence of debt	915.00	No 12	By Court April 7. 1838	
No 3.	Costs collected from J. J. Barry	160.94	No 13	By Court Decree July 17. 1839	
No 4.	Costs upon sale of real estate	500.00	No 14	By Court Decree July 17. 1839	
No 5.	Costs upon judgment against Alfred	1014.30	No 15	By Court Decree July 17. 1840	330.00
No 6.	Costs of Alfred's note to Ellen's Debt.	5000.00	No 16	By Court Decree July 17. 1841	707.63
No 7.	Costs for Henry's Motion for a new trial	200.00	No 17	By Court Decree July 17. 1841	265.50
No 8.	Costs upon Alfred's note to Ellen's Debt, on his note including interest (the latter paid July 1841)	137.50	No 18	By Court Decree July 17. 1841	241.00
No 9.	Costs upon Alfred's note to Ellen's Debt, on his note including interest (the latter paid July 1841)	50.41	No 19	By Court Decree July 17. 1841	239.46
	Costs upon Alfred's note to Ellen's Debt, on his note including interest (the latter paid July 1841)	8073.73	No 20	By Court Decree July 17. 1841	3783.69

By Court Decree July 17. 1841

No 10. By Court Decree July 17. 1841

No 11. By Court Decree July 17. 1841

No 12. By Court Decree July 17. 1841

No 13. By Court Decree July 17. 1841

No 14. By Court Decree July 17. 1841

No 15. By Court Decree July 17. 1841

No 16. By Court Decree July 17. 1841

No 17. By Court Decree July 17. 1841

No 18. By Court Decree July 17. 1841

No 19. By Court Decree July 17. 1841

No 20. By Court Decree July 17. 1841

No 21. By Court Decree July 17. 1841

No 22. By Court Decree July 17. 1841

No 23. By Court Decree July 17. 1841

No 24. By Court Decree July 17. 1841

No 25. By Court Decree July 17. 1841

No 26. By Court Decree July 17. 1841

No 27. By Court Decree July 17. 1841

No 28. By Court Decree July 17. 1841

No 29. By Court Decree July 17. 1841

No 30. By Court Decree July 17. 1841

No 31. By Court Decree July 17. 1841

No 32. By Court Decree July 17. 1841

No 33. By Court Decree July 17. 1841

No 34. By Court Decree July 17. 1841

No 35. By Court Decree July 17. 1841

No 36. By Court Decree July 17. 1841

No 37. By Court Decree July 17. 1841

No 38. By Court Decree July 17. 1841

No 39. By Court Decree July 17. 1841

No 40. By Court Decree July 17. 1841

No 41. By Court Decree July 17. 1841

No 42. By Court Decree July 17. 1841

No 43. By Court Decree July 17. 1841

No 44. By Court Decree July 17. 1841

No 45. By Court Decree July 17. 1841

No 46. By Court Decree July 17. 1841

No 47. By Court Decree July 17. 1841

No 48. By Court Decree July 17. 1841

No 49. By Court Decree July 17. 1841

No 50. By Court Decree July 17. 1841

No 51. By Court Decree July 17. 1841

No 52. By Court Decree July 17. 1841

No 53. By Court Decree July 17. 1841

No 54. By Court Decree July 17. 1841

No 55. By Court Decree July 17. 1841

No 56. By Court Decree July 17. 1841

No 57. By Court Decree July 17. 1841

No 58. By Court Decree July 17. 1841

No 59. By Court Decree July 17. 1841

No 60. By Court Decree July 17. 1841

No 61. By Court Decree July 17. 1841

No 62. By Court Decree July 17. 1841

No 63. By Court Decree July 17. 1841

No 64. By Court Decree July 17. 1841

No 65. By Court Decree July 17. 1841

No 66. By Court Decree July 17. 1841

No 67. By Court Decree July 17. 1841

No 68. By Court Decree July 17. 1841

No 69. By Court Decree July 17. 1841

No 70. By Court Decree July 17. 1841

No 71. By Court Decree July 17. 1841

No 72. By Court Decree July 17. 1841

No 73. By Court Decree July 17. 1841

No 74. By Court Decree July 17. 1841

No 75. By Court Decree July 17. 1841

No 76. By Court Decree July 17. 1841

No 77. By Court Decree July 17. 1841

No 78. By Court Decree July 17. 1841

No 79. By Court Decree July 17. 1841

No 80. By Court Decree July 17. 1841

No 81. By Court Decree July 17. 1841

No 82. By Court Decree July 17. 1841

No 83. By Court Decree July 17. 1841

No 84. By Court Decree July 17. 1841

No 85. By Court Decree July 17. 1841

No 86. By Court Decree July 17. 1841

No 87. By Court Decree July 17. 1841

No 88. By Court Decree July 17. 1841

No 89. By Court Decree July 17. 1841

No 90. By Court Decree July 17. 1841

No 91. By Court Decree July 17. 1841

No 92. By Court Decree July 17. 1841

No 93. By Court Decree July 17. 1841

No 94. By Court Decree July 17. 1841

No 95. By Court Decree July 17. 1841

No 96. By Court Decree July 17. 1841

No 97. By Court Decree July 17. 1841

No 98. By Court Decree July 17. 1841

No 99. By Court Decree July 17. 1841

No 100. By Court Decree July 17. 1841

I request the Commissioner to endorse this receipt in his report should the same be modified or rejected by him.

Attest John W. Allen

View of the Cape by
Getting for description of
affairs —

Cooley shall

be.

Boat shall —

1st Bill of Exceptions

Johnson H Alford admin^r } In the Jefferson County
istrator of Elias Bates deceased } Court April Term 1842
on settlement & motions

Be it remembered that at the County Court held within & for the County of Jefferson at its April Term 1842 Johnson H Alford administrator of Elias Bates filed a motion in words & figures following (here copy) which being seen ^{ad counted} & were ^{all} overruled by the Court and the said administrator in said motion ordered to make final settlement at this Term and said Court further decided that ~~and~~ it had no authority to set aside an order made at its January Term 1842 which is as follows (here copy) ~~that the said administrator was ordered to settle at this Term that said Court would not sustain~~
~~and said Court would not sustain~~

To which decision of the Court overruling said motion ~~and said administrator to settle at this Term & to~~
~~which decision of the Court deciding that said admin~~
~~istrator was not allowed another Term to make final~~
~~settlement~~ and to which decision of the Court ~~that it had no~~
~~authority to set aside said order~~ the administrator in said motion excepted to
as decided in open Court and prays the Court to allow
& sign this bill of exceptions which is accordingly
done

Julius Higgins P. C. C.
Ezekiel Dugan D. C. C.
John H. Strickland J. C. C.

My Dear Betsy
My affection

Recd. April 28th 1842
Wm. W. W. W.

L Cooley,

Mr Ryan

Mr Graham,

Mathews,

Jas Robertson,

John Keeton,

10.20
 1.55
 11.25

D	m	
1	20	Harmond
1	20	dr
5	20	
7	60	

350
 300

D	m	
2	18	
2	18	
3	18	
2	18	
5	20	
14	92	

3	20	meane
2	20	
1	20	

1 - 18 Skel

3 = 28 Jones

We Johnson H. Alford and Henry P. Bates
acknowledge ourselves indebted to Elias
Bates in the sum of Five thousand dollars
for value received, which we promise
to pay to said Elias Bates or order in
~~five equal annual installments~~ to wit
One thousand dollars, the tenth day of
March 1835. One thousand dollars the
10th March 1836. One thousand dollars
10th March 1837. One thousand dollars
10th March 1838 and one thousand
dollars 10th March 1839

Given under our hands and seals this
tenth day of March One thousand eight
hundred and thirty four -

Johnson H. Alford *Read*

Henry P. Bates *Read*

(13)

Alforce & Bates
To By Bond
Clear Bates

\$5000 Payable in four equal
instalments beginning March
10th 1835.

(No 13)

\$106/3 ²⁵/₁₀₀

On day after date we on either of
us promise to pay Mr. Inge or order one
thousand and fifty seven dollars and
thirty five cents. For value Rec. & Date
Jill 8th 1832.

Wm. H. H. H.
Hampden

Ohio State.
Jill 14th 1832.
W. H. H. H.
Hampden

E. M. P. Bates Note
to
C. B. & W. Inge.

A. 2.

Balance paid by Bates & Alfors
Seven hundred & thirty nine 09/100 Dols

C. B. & W. Inge

(57)

J H Alfred Dr

To Bal^c due on C Bates. Note. to Amy. 409. 93.

" Am your Note. to CSR Jan^y - 1000 - 00

Int on same from June 17th to

December 17th 1835. — } 50. 00

" Am Bates & Alfreds Note

to C & Rankin Aug — } 284. 80

\$ 1,741. 73.

1835

Cr.

Decm 18 By Am assumed for

Wm & Lawrence Esqr — } 500.

" Cash this day — 500 1000 - 00

\$ 741. 73

By Will Sugar & Coffee —

No. 4.

J. H. Alford

Part 16. ~~Some~~ of J. H. Wilson. Do

Out of note _____ \$1000.00

Due _____ 1300-22 mo

Am't. McShay's ac _____ 13.66.

" Ellis' ac for keeping horses. 17.00

" Paid McShay's forward 25

\$1043.91

Alfonse & Marie
acc. M. de
Elen Marie success

(Bachit)
L

Elen Marie success
to M. de
Alfonse Marie

(Bachit)
L

\$3000.

On or before the first day of March one thousand eight hundred and thirty two I promise to pay John W. Honey or order Three thousand dollars without defalcation for value received Witness my hand this 5th March 1831 -

Elias Bates

Witness

Sam^l Woodson

Elias Bates	Note to John W. Honey due 1 st March 1832	3000.00
	By Cash	66.35
	Balance due this day	\$ 3933.65
Int from March 1 st to June 20 th 1832	at 6 per cent	53.60
		\$ 3987.25
June 20 th 1832	By Cash on the above	1000.00
	Balance due June 20 th 1832	\$ 1987.25
Int from June 20 th 1832 to Nov ^r 30 th 1833	at 6 per cent	3 167.51
		\$ 2154.81
Nov ^r 30 th 1833	By Cash on the above	242.44
	Balance due Nov 30 th 1833	\$ 1912.57
Int on \$1745.11 from Nov 30 th 1833 to March 4 th 1834	at 10 per cent	3 27.83
		\$ 1940.40
Int on the above balance from March 4 th 1834 to March 16 th 1835	at 10 per cent as per Agreement with J. H. Alford & E. Bates	3 200.41
		\$ 2140.81
March 16 th 1835	By Cash rec ^d of J. H. Alford	1000.00
	Balance due March 16 th 1835	\$ 1140.81
Int on \$940.40 from March 16 th to Nov 16 th 1835		69.69
	Balance due Nov 16 th 1835	\$ 1203.50
Int on \$940.40 from Nov 16 th to Decm 4 th 1835	21 days @ 10 per cent	5.43
		\$ 1208.93
Decm 4 th 1835	By Cash rec ^d of J. H. Alford	800.00
		\$ 408.93
Interest on \$340.81 from Decm 4 th to Decm 18 th 1835	at 12 per cent	1.00
		\$ 409.93
Decm 18 th 1835	By Cash of J. H. Alford	409.93

Dec 9 on the within note duly
paid ³⁵/₁₀₀ Nov 2 1831

Jan 20 1832. John W. Hensley

Dec 2 on the within note. One hundred
dollar -

Nov 30 1833. Dec on the within note two
hundred and forty two dollar & 24 Cts 24

W. J. Hamilton claims

March 16 1833. Dec on the within note.

One hundred dollar and 10 Cts 10 10 10 - 100
to 14 dollar - W. J. Hamilton claims

Dec 9 1833. Dec 17 14 dollar on
the within note. Eight hundred
dollar. W. J. Hamilton
claims

Dec 18 1835. Dec 17 14 dollar
on the within note. Two hundred
and nine dollar and ninety
three Cts. W. J. Hamilton
claims

8810 10
5138
2209 22

Ranham
To 3/3 rect.
Walter Adams

101

Rec^d from Elias Haskin by the hands of W^m McPhee
Payment in full for all amounts due me by the
late firm of W^m B. & Son also all dues, debts and
other effects belonging to said firm including debts
and indebtedness due ~~the~~ said firm

Decr. 24. 1835.

W^m B. & Son

Amount of Balances due on the Books of Bates & Jones \$1791.44

Deduct: Bad debts included 83.60
1707.84

Am't. E. Bates a/c \$428.98
" A. Jones a/c 256.93
\$172.05 185.91
1021.93

add difference between E. Bates
& A. Jones a/c 172.05
\$1193.98

Amount of Note \$2100.00
Int 1 yr 11 mo 189.00
2289.00

Ex? \$250.00
Int 15.00
265.00
2124.00

Dep't half of above Bue 600
\$1424.00

Deduct clearing
H. Abbott Factory 424.00

By note 1000

Settlement with
the Son, &
to be as stated in his
last time by Johnson
at all once agent

(Exhibit
A)

1

Ant of Lloyd-Cyamel Alm.	day	1100.00
" " Dennis & Crumhorne	3 mcs	1000.00
" " Maitland's Land		500.00
		<u>2300.00</u>
	day	

Deduct

Shops in for Cadwallader	200	200.00
" " " (for mcs)	500	500.00
	<u>700</u>	<u>700.00</u>
		1600.00

A

State of Missouri
County of Jefferson) ss

Whoseon J. H. Alfred moves
the court to allow an appeal and order
the clerk to transmit a transcript of
the record to the next circuit court

J. H. Alfred by
James A. Bell

Noted for office

filed April 28th 1842

Wm. C. C. C.

State of Missouri }
County of Jefferson }

In the County Court
April Term A.D. 1842

John John H. Alford administrator of
Elias Bates deceased comes & moves the court to
set aside and vacate the order made by this court
at its January Term 1841 ^{and give said administrator until} wherein it was ordered
~~July 1842 that said administrator make distribution~~
by the court that said administrator make distri-
butions of part of the assets in his hands to wit
the sum of two thousand dollars as follows To Mary
Bates \$400 To James C. Bates \$400 To Mrs
Moriah Woodson \$400 To Adeline Alford \$400 & To
Elias Honey \$400 ^{and give said administrator until July Term 1842} For the following reasons

- 1st Because the order was illegal
- 2^d Because the administration papers did not
show any assets in said administrators
hands with exception of about \$36 dollars
- 3^d Because said administrator had not then nor
has he any assets now to distribute
- 4th Because said ~~court~~ administrator did not at any time
fail to make his annual settlement
- 5th That said administrator never was cited
or attached or in any manner notified to
appear and make settlement or render an
account to said court of his administration
^{nor at its last January Term 1842}
- 6th Because said administrator made his regular
annual settlement at the July term of this
Court A.D. 1841 and that his next annual
settlement is not yet come
- 7th The said administrator cannot make a settle-
ment this term for reasons filed in a statement
of the situation of said estate which he prays
to be a part of this motion marked (A)

- 8th Because this term is not the regular term for said administrator to be called on for a settlement
- 9 Because said administrator has shown a good cause for a continuance until the regular term as appears by the statement ~~filed~~ of the situation of said estate marked (B)
- 10 Because the order is void and irregular against all law
- 11 Because the administration papers filed do not nor did they when this order was made show anything in the administrators hands for distribution
- 12 Because said administrator has not given an advertisement that he would make a final settlement
- 13th Because said order should have been made upon final settlement and no final settlement ~~has yet~~ ^{has yet} ~~been made~~ ^{been made} ~~of Elias Bates~~
- 14th Because the administration of said estate is not yet fully completed
- J. N. Alford admin-
istrator of Elias Bates

Filed for file 28th/84
J. N. Alford

Attest to the
order and continuance
of the
settlement
of Elias Bates

By virtue of the instrument of the 21st day released and registered under
Henry and Stanton Dooty from any further security on 24th of
Administration Bond as Administrator of the Estate of John
Dec^d and from all liability do for as me or my heirs may
be concerned in said Estate.

In presence of
Stephen Woodward

Given under my hand this
20th day of Feb. 1843.
(Signed) Amos A. Woodward

Amn Hooker
to the
Boats' Room

16th May 1836 Vetus granted to Alford, bond given
with Bailey Martin & Isaac Cadwalader as
Security -

14th Oct. 1836. first appraisement filed Amt. \$80.50

26th Apr 1838. first Annual Settlement Bal. - \$42.82

23 July 1839. Second do do - do \$192.82

24th Apr 1838. Petition for sale of Real Estate filed

28 July 1840. Third Settlement Balance - \$909.08

28th Apr. 1841. Notice for further Security given & petition filed
for further Security, Notice given 21st March 1841

28th Oct. 1841. Further Inventory filed - Amt. \$7010.00

26 July 1841. Fourth Settlement. Balance. \$601.15 -

7 May 1841. New Bond with Cooley & Henry Security

Decr Term 1838. Suit vs Alford, Martin & Cadwalader filed

Apr 9. 1839. Declaration Amended -

Aug Term 1839. Referred to Cooley, Rankins & Matthews

March Term 1841. Award made & Motion to set aside

do do do Recommitted to same referees.

May 1st 1841. Amended Award filed for 1 Cent damages

July Term 1841 - Judgment on Award

22 March 1842 - Suit by Bates & Honey vs Alford & Compts filed

July Term 1842. Appearance & pleas filed & Replication

Nov Term 1842. Judgment for \$419.77 -

Henry Harris
at
John H Casey

The Dypt. Harris. makes
2 points.

1. The consideration is
illegal. against public pol-
icy and void. to sustain
this see void

4. Johns Rpts Bond 426.
12 Johns Rpts Bond 376
1. Bal Ac — 267
2. Starkie 900.

George Corbett

Second point

An action can not
be sustained for money
had & recd. or paid as in
this case - unless the
money was actually paid

the giving of a note
or Bond for the debt in
satisfaction of it - will
not be sufficient.

see - 8. John Rep. 202

In this case Casey
gave his notes. first to
Perry. And also to Byrd
whether these notes have
been yth is uncertain.

Brinkley Atty

13.14
3.25
2.62
7.26
1.20
5.56
11.13
1.20
12.83

4.38
13.13
3.25
2.62
7.26