

Jefferson County Circuit Court
Case Files - Civil
May 1848, No. 2

Box

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Folder 15

Sheel, Samuel; adm
Stong, David;
Stong, Soloman;
Shore, Stephen; et al

v.

Wilkinson, Anthony;
Bates, Henry P.;
Ficht, Andrew

Set Aside Settlement

Defendant improperly administered the
estate of David Stong. Other plaintiff
Jane Shore. Mentions slaves Harriet,
Isaac, George, and Maria. Bill of
Exceptions. Supreme Court

Whereas a suit is now pending in the Jefferson County Circuit Court in favor of Stephen Shore and Jane Shore formerly Jane Strong and Solomon B Strong by Samuel Skel his guardian against Anthony Wilkerson as principal & Henry P Bates & Andrew Hight as his securities, upon the official bond of said Wilkerson as executor of the last will and testament of David Strong dec'd; and whereas the said Wilkerson was displaced as executor of said Estate, and Samuel Skel appointed Administrator with the Will Annexed of said Strong's Estate by the County Court of Jefferson County which Court also displaced the said Wilkerson, And whereas the said suit is brought upon certain orders of the County Court of said County to pay money to the heirs of David Strong dec'd. and upon other orders And whereas the said Wilkerson has never finally settled up his executorship with the County Court of Jefferson County & has many credits which he conceives ought to be allowed to him — Now it is agreed between Stephen Shore and Jane Shore his wife, and Samuel Skel as administrator de bonis non of David Strong, and as Guardian of Solomon B Strong & Anthony Wilkerson as follows. —

1st The said Wilkerson agrees that Judgment may be rendered against him and his securities on the suit in the Circuit Court for the full amount — that may be established against him and he will not claim any credits against said amount in said Circuit Court

2 In Consideration thereof the said Stephen Shore and ~~Steph~~ Jane Shore his wife & Solomon B Strong by Samuel Skel his Guardian and Samuel Skel admr. de bonis non of David Strong dec'd agree that Anthony Wilkerson may establish

his Credits, payments and offsets before the County Court
of said Jefferson County, and upon a ~~settlement~~^{in his favor}
before said Court, whatever balance is allowed ~~into~~^{into}
into Consideration the Judgment rendered in the
Circuit Court, the parties aforesaid agree that
the same shall be credited on the Judgment entered
in their favor in the Circuit Court, and the said
Samuel Skel Admr. de bonis non with the mill
annexed of David Strong agree to waive notice
upon the Claims and demands of said Melson
against the Estate of said dec'd in order to facili-
tate the settling of their differences, & to save exp-
ense it is further agreed that execution be stand
until after the next term of the Circuit Court

In Testimony whereof the parties here-
unto set their hands and seals this 28th May
1847.

Test to the Signatures
of S. D. Shore and Skel
& A. Melson
Mr. Drissell
Thos C Johnson

Stephen D Shore
Jane Shore
Samuel Skel
Admr. with the mill annexed
of David Strong
Solomon B Strong by
Saml Skel as Guardian
Anthony Melson

For A. W. Weston

Copy of Agreement

Shores & Co
as } for the fair heart
Mechanic street

(9)

To the honorable the circuit Court within
and for the County of Jefferson in chambers
sitting

The petition of Samuel Skeel
administrator de bonis non with the will annexed of
David Strong late of the County of Jefferson deceased
Solomon B Strong an infant son of the said David
by his guardian Samuel Skeel of Stephen Stone
and ~~Lessa~~ his wife who with Solomon B Strong one the
only surviving children of the said David Strong
deceased respectfully shew that the said David
Strong departed this life in October 1835 leaving
a will by which Anthony Wilkerson was left his
executor. That the said Anthony gave security as
the law requires in the month of October 1835
and took upon himself the management of said estate
and continued ~~open~~ in the execution of his trust
until he resigned his trust in June 1844. The estate
of the said Strong was ~~considerable~~ large consisting
of two improved farms negroes and other personal
property. Your petitioners further state that the
said Wilkerson at the April Term of the County
court of Jefferson County in the year 1842 settled
with said court all the matters pertaining to his
trust as executor of said estate and was at that
time charged and chargeable with the sum of twenty
three hundred and sixty three dollars and ninety four cents
The said executor had been prior to this settlement
reimbursed expenses incurred in educating the heirs of the
said David as will be seen by reference to the several
annual settlements ^{made} had with said court prior to the settlement
of April 1842. At the August April Term 1841 of
said County Court the said Wilkerson had been ordered
to pay to each of the four heirs then alive of the said

David Strong the sum of three hundred dollars amounting in the whole to twelve hundred dollars, which had not at that time nor has it yet been paid and at the August term 1842 the further sum of fifty dollars was ordered to be paid to each of said four heirs making in all the sum of fourteen hundred dollars which was to be paid to said heirs no part of which has been paid. Your petitioners further shew that at the time of the death of the said David he left four children to wit Susan Strong Lane Strong Solomon B Strong and ~~David B Strong~~ ^{Augustus} Strong that Susan Strong and Augustus Strong died subsequently to the year 1842 and before the year 1845 and that Lane Strong had intermarried with Stephen Phone and at the August Term of the County Court 1845 the ~~above mentioned~~ shares of the said deceased parties were ordered to be paid over to the ~~two~~ living ones.

Petitioners further state that at the August Term of the County Court 1842 the said Wilkerson obtained an allowance against said estate for the support and education of the several heirs of David Strong and for hiring the negroes ~~of said~~ and leasing the land belonging to said estate to the amount of eight hundred and twenty dollars. That from the April Term 1842 to the September term 1847 of the county Court of said County the said Wilkerson neglected and refused to make any settlement of his accounts as executor or to pay over any thing to the said distributees. However on or about the 20th of April 1844 he handed over to Samuel Skell ~~who~~ had been appointed administrator de bonis non of said estate several notes and accounts which ~~will~~ ^{now} amount to some five or six hundred dollars exclusive of interest pertaining to said estate. Your petitioners further shew that at the ^{said} September Term of said Court the said

Wilksom ~~was~~ in the necessary absence of the attorney who had managed for the estate entered into a false and fraudulent settlement wholly omitting to charge himself with the care of negroes or the rent of the farms from the 22^d of October 1841 to the 22^d of October 1845 charging the estate with interest on the allowance in his favor at the August Term 1842 to the amount of two hundred and fifty four dollars and over charging his allowances made at said last mentioned term twenty seven dollars 66 cents and charging interest upon the bonds and notes which he had handed over to Samuel Skeel to the amount of one hundred and seventy seven dollars 63 cents which had never been charged to him. He also charged ^{the estate} in said settlement with seven dollars and forty cents as received of Samuel Skeel of W. Miller and twenty three dollars 33 cts as received of Pully & Parker are judgment also the sum of sixteen dollars and ten cents received of Peckins and Anderson which if chargeable in said account should have been charged on the debit side of said account making a difference in the three last mentioned items ~~in~~ of about ninety four dollars in the final balance. The said Wilksom also charged in said account the sum of two hundred dollars for educating board clothing &c of Solomon B Strong from the 3^d of August 1842 to 1846, without producing any vouchers when during that time the said Solomon had been but very little at school and had labored for the said Wilksom ~~or had~~ sufficient to pay for his board clothing and schooling or had been permitted by the said Wilksom to grow up in idleness. Said Wilksom in said settlement also charged fifty seven dollars 50 cents for education of Susan Strong when he had before that time been allowed for all the time she had been under his charge and the further sum of sixty seven dollars 50 cents

for Mary S. Stong who is wholly unknown to your petitioners and is not an heir of said David Stong and also a further sum of ninety three dollars 75 cents for the education of Augustus B. Stong, who had been dead since a short time after the time of his allowance made at the August Term 1842. This was in addition to a charge of forty dollars made in the same settlement made for education board and funeral expenses for the same person under the name of J. B. Stong. Your petitioners state that all the above mentioned charges in said pretended settlement are false and fraudulent and are such as the estate should not pay and are contained in the account for final settlement of his business as trustee and executor of said estate. The above mentioned charges should be stricken from the account and the ~~Administrator~~ should said Wilkison should be charged with the following items which are wholly omitted to be charged in said settlement or in any manner to the said Wilkison. The hire of the negroes ~~had~~ and the rent of the ~~feaves~~ belonging to said estate for the year ending October 23^d 1842 amounting by the return of said Wilkison to the County Court to four hundred and twelve dollars. There is also an omission to charge the hire of the negroes for the years ending October 23^d 1843 and 1844 amounting each year to the same or nearly the same sum each year ~~and~~ which would amount to between eight ~~and~~ ^{and} a nine hundred dollars more. Your petitioners further shew that the said Wilkison has ~~not~~ made use of the money belonging to said estate and has received interest at the rate of ten per cents ~~interest~~ on the money belonging to ^{the estate} and he has not in any settlement since the April term 1842 charged himself with

any interest whatever when the law requires him to account for all the interest and profit that he may make out of the money belonging to said estate. Your petitioners further shew that the said Wilkison by the use of ordinary diligence might have collected all the money due said estate with the exception of some small sums that he had received credit for prior to the April term 1842 and that all the loss of money belonging to said estate has been occasioned by his mismanagement or negligence and he and his securities are liable to make good any losses from bad debts except as above stated.

Your petitioners further shew that on the 28th day of May 1847 judgment on the above mentioned allowances ^{and the interest thereon} by consent was entered against Anthony Wilkison and his securities Henry P Bates and Andrew Ficht for ^{Solomon Stone &} favor of Stephen Phone and Jane his wife but subject to an agreement for stay of execution and permitting the said Wilkison to obtain proper allowances in the county court for any credit he might be legally or equitably entitled to and that if the said Wilkison upon such settlement should fall in debt to said estate to a less amount than said judgment he should receive credit for the difference. Your petitioners shew that said ~~Wilkison~~ Wilkison has made the false and fraudulent settlement as above mentioned and claims the benefit of the same in behalf of himself and his securities which is contrary to equity and good conscience and inasmuch as your petitioners are without remedy by the strict rules of the common and statute law your petitioners pray that the said Anthony Wilkison Henry P Bates and Andrew Ficht be made parties defendant herein and that the said Anthony Wilkison

1
set out an account of the interest he has received on the
money due said estate which he has received ^{since April 1842} and also
state the rate of interest that he has received for the
forbearance of the payment of money due the estate and that
he state an account of interest on the money he has
had in his hands belonging to said estate which money
he has used and treated as his own, that he state the
amount of the hire of the negroes and the rent of the
lands belonging to said estate for ~~the next~~ of the years
ending in October 1842 1843 and 1844, and generally
that he answer all the allegations in the foregoing bill
as particularly and fully as though the same were
here repeated and he particularly interrogated
therein.

And your petitioners ~~prayer~~ pray that the above
mentioned false and fraudulent settlement be set aside
and and that the said Wilkson be compelled to enter
into a fair and just settlement of all matters relating
to said administration and more particularly in
reference to the matters set forth in the foregoing bill
of complaint, and that ~~a just~~ and the proper balance
be struck and if the said Wilkson should be indebted
to said estate to ~~a~~ a greater amount than said
judgment that the said Wilkson and his securities
be ordered to pay over the same to Samuel Skelton
administrator of said estate and that if he should
be indebted less than the amount of said judgment that
the proper credit may be entered upon said judgment and
for such other and for other relief as justice may
require and to this honorable court shall seem meet
M Tripell solicitor
for complainant

Ms. B.

1141

My

Wm. West
of David Strong
Solomon Strong by his
guardian and
Stephen Strong &
Jane Strong

1853

Shucton M. Thain
W. J. Baer
Andrew Ogilvie

Let a business card
accompanied by a copy
of the rules
McIntyre
collection

Filed January 4 1848
J. W. A. A. A.

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to Summon Anthony Wilkison
Henry P Bates and Andrew Light if
they be found in your bailiwick 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} ~~second~~ Monday
of May next, then and there to answer unto Samuel
Steele adm^r of David Stong dec^d Solomon Stong who
appears by his Guardian Saml Steele, Stephen Shore and
Jane his wife on their original bill in Chancery a
copy whereof accompanies this writ
to the damage of said plaintiff

~~dollars~~

And have you then there this writ

Witness, ^{John W Alford} ~~JOHN S. MATHEWS~~, Clerk of our said Court,
with the Seal thereof hereto affixed, at office in the town of
Hillsboro this ^{fourth} day
of January, in the year of our Lord eighteen
hundred and forty eight

J W Alford Clerk.
By H C Fletcher Depy clk

I Executed the within writ on the 17th day
of Aug 1848 by reading the same to Henry P Bates
in his presence and hearing and delivering to him the
~~within writ~~ And by reading to Anthony
Wilkinson the within writ and delivering to him a true
copy of the Original Declaration herein On the 31st
day of Aug 1848 And by reading the same to
Andrew Wright on the 23rd day of
March A.D. 1848. Frederick Hammond Thurst
By Jo^s Hammond
Deputy Sheriff

700 2.
to the Circuit Court
May Term 1848.
Saml. H. Keel a Sheriff at al.
and } Summon
Anthony Williams, Henry
Peabody & Andrew Wright
Frederick Hammond
with \$3.00

State of Missouri
County of Jefferson.

The separate answer of Anthony Milkson to the bill of complaint of Samuel Skel admr with the will annexed of David Stong ~~and~~ as guardian of Solomon B. Stong, Stephen Shore & Jane Shore his wife formerly Jane Stong exhibited against Anthony Milkson, Andrew Hight & Henry P. Bates.

This respondent saving ~~and~~ reserving to himself the full benefit of exception to the many errors inaccuracies & mistakes in complainant's bill contained ~~and~~ for answer thereto or to so much thereof as he is advised it is material for him to answer. Saith -

That true it is as alleged in the bill that David Stong departed this life in 1835 ~~and~~ that in October 1835 this respondent took out letters testamentary ~~and~~ gave security as the law required but his securities in his first bond were not the same persons who are now joined with him in this suit. The other defendants did not become his securities until the 30th of January 1839 when he was required to give a new bond. Your respondent will here take occasion to remark, that he has been needlessly from time to time harassed by the present complainants. All kinds of artillery have been called into use against him. For several years past hardly a term of the county court has ~~passed~~ ^{elapsed} without some proceeding being gotten up against ^{him} whilst at the same time they were being in the circuit court. These children that he raised ~~and~~ treated as his own ~~and~~ upon whose comfort ~~and~~ well being he had bestowed so much care ~~and~~ attention, now as they grow up ~~and~~ come under other influences endeavour to harass him as it would seem for their own amusement - a fit return for all his former care & solicitude for their welfare. Under the guidance of an astute lawyer, they have succeeded in several instances in taking advantage of this respondent's ignorance of law.

which this respondent hopes he will be able to show in the sequel of this ~~answer~~. The will of David Stong decd while it appointed your respondent executor also made him guardian of the children. Various attempts were made to displace him as guardian before the children arrived to 14 years of age which failed, and under the advice of others having chosen other guardians when arrived to this age, some were compelled to return and seek that protection which they had abandoned & which they found not in their new friends. As early as the 21st Novmbr 1842 suits were commenced in the circuit court on the official bond of this respondent which suit was not tried until the May term 1847 of said court. Your respondent owing to various causes had not made settlement with the county court since the April term 1842 and since that time he had never received any credits for the large disbursements, outlays and expenditures which he had made in his capacity of executor. He was preparing to prove these credits in the circuit court, when at the May term 1847 of said circuit court an agreement was entered into between these complainants as plaintiffs & your respondent defendant in said suit as follows 1st that said respondent should let judgement go against him & his securities on the suit in the circuit court for the just amount that may be established against him and he stipulated not to claim
x any credits against said amount in said circuit court.
2nd In consideration thereof it was agreed that said respondent might establish his credits payments and offsets before the county court of Jefferson and upon a settlement whatever balance was allowed in his favour taking into consideration the judgement rendered in the circuit court, the parties aforesaid agreed that the same should be credited on the judgement entered in their favour in the circuit court. And the said Saml Steel Admr de bonis non of David Stong with the will annexed agreed to waive notice upon the claims and demands of said Wilkson against the estate of said

Along in order to facilitate the settling of their differences
and to save expense. This agreement ~~which~~ further pro-
vided for a stay of execution untill after the ensuing Novem-
ber term of the court. The court is referred to the original
agreement on file among the papers of this court and ~~for~~
your respondent prays that the same may be taken &
considered as part of this answer. In pursuance of this agree-
ment your respondent claimed no credits or offsets in the cir-
cuit court but suffered judgement to go upon the breaches
in the declaration. At the September term of the county court
of Jefferson county 1847 your respondent attended for the settling
of his accounts. There he found Saml Skel & Stephen Shore
ready with their counsel and the court proceeded to the
settlement of his accounts. After being engaged for nearly
two days and every item thoroughly canvassed, the court
found that on the 27 April 1842 your respondent was chargeable
with the sum of \$2363.94 and that your respondent was
chargeable with the further sum of \$187.85 on account of
notes taken by him which were unavailable making the
aggregate sum of \$2551.79. And from the accounts & vouchers
and satisfactory evidence produced to the court the court found
that your respondent was entitled to receive a credit for the
sum of \$2375.06 on account of disbursements made by
him and allowances made him against said estate leaving
a balance at said settlement due said estate from your
respondent amounting to the sum of \$176.73. The court
is referred to this settlement for greater certainty & your respondent
prays that it may be taken and considered as a part of this
answer. When this judgement was rendered by the county ^{court} no
objection was made either by Saml Skel who stood in the
double capacity of Admr of the estate and guardian of Solomon
B. Dong nor by Stephen Shore the husband of the other heir.
On the contrary they seemed satisfied with the settlement. No
attempt was made to procure a reconsideration of the accounts
nor an appeal or application therefor. Your respondent

insists, that a settlement made under these circumstances in fact under a contract by the Admr to waive notice on your respondent's demand with full notice to these complainants and in their presence & hearing without objection, ought not now to be disturbed. Your respondent insists that if any errors or omissions crept into the settlement made in the county court, it could only be corrected by an appeal to the circuit court. The county court has as large a jurisdiction over the settlement of the accounts of executors & administrators as the circuit court sitting as a court of chancery. This was a final settlement of your respondent - so expressed on the records of the county court and so regarded by the parties and your respondent claims it as a full and complete bar to complainants re-opening the settlement.

Your respondent further answering says that at the settlement made at the April Term 1842, he was charged with interest amounting to the sum of \$619.87. By a synopsis of the settlements herewith filed it appears that the amount really chargeable against your respondent was \$1744.06. but the said complainants & their counsel, got the court to charge your respondent interest in the large amount above stated. The items of interest charged are preserved among the papers on file in the office of the county clerk. Interest is charged on the balance found at the 1st Annual Settlement amounting to \$1094.95 $\frac{3}{4}$ increased by \$222.75 the amt in addition making \$1317.71 - @ 6 per cent \$79.06
 Int on balance on hand at 2nd Annual Settlement increased by same sum amounting \$1364.28 81.85
 Int on bal on 3rd Annual Settlement increased by \$560.75 at 6 per cent - 100.10
 Int on balance on 4th Annual Settlement increased by last named sum \$1708.20 102.49
 Int on 5th Annual Settlement increased by above named sum \$1957.88 117.47

Int on 6th Annual Settlement increased by \$357.12
in addition to the above -

138.90
\$ 619.87

Making in the whole -

Your respondent represents that this charge of interest was unjust and illegal and oppressive. Interest is charged upon the amount found against him at the first annual settlement and upon the hire and rent of farms which was omitted to be charged in that settlement. The property was sold & the negroes hired upon a twelve months credit and the notes had only been due a short time when the first settlement was made. Your respondent never understood that it was the duty of an executor to bring suit upon the notes due an estate immediately that they fell due and indeed he is satisfied that such a course would often prove very hurtful to the interest of estates. He is allowed a reasonable time after the claims fall due to collect them personally and if after making attempts in good faith to do so, he fails, his only course is to resort to legal proceedings. Some of the very notes upon which interest is charged were sued upon & the money has not been made to this day. Besides at the very time the interest is charged against your respondent he was boarding clothing & educating Susan, Mary, Jane, Augustus D. & Solomon B. Strong. This was a very ^{heavy} expense to your respondent and of course he had to use the means of the estate to do so and yet up to the time that the interest is charged no allowance was made him by the court for these expenses. Your respondent during this time was in good circumstances & treated these children as he did his own & tho' the court afterwards made him an allowance it by far fell short of the actual amount to which he was entitled to. Your respondent further insists that the county court had no right to charge interest upon the notes uncollected, but only upon

cash in hand. They took no measures to find out the amount of cash on hand, but blindly made an order charging interest without those data which the law requires them to have. Your respondent prays that, if the court refuses the settlement, your Honor would strike out this item because it is unjust and illegal.

By a synopsis of the annual settlements herewith filed it appears that leaving out the charge of interest, the amount due the estate April 1842 was \$1744.06 1/2. Your respondent in answer to the interrogatories of complainant states that the hire of the ^{rent of farm} ~~negroes~~, for the year ending October 1842 was \$412.00. - That the hire & rents for the year ending October 1843 was \$274.50 - That the hire & rents for the year ending in 1844 October was \$134.50. These items were not charged in the settlement with the court at September term 1847. because being displaced as Exr he turned over the notes for these hires to Saml Skel his successor the present complainant. It will be observed however, that your respondent is charged with the amount of Coatsworth & Tuckers note which with interest amounted to \$149.00. This note was originally \$130 and formed a portion of the \$412.00 the hire & rents for 1842. On this note judgement was obtained but your respondent never made any thing. After Skel became a debtor Coatsworth paid him \$40.00 which amount he returned in his inventory. This judgement was ^{turned over to Skel} not included in ~~Skels~~ ^{this} inventory and this is the reason why the same was charged to your respondent. But now since he charges himself with the whole amount of the hire & rents for 1842 he is entitled to be credited with \$90 the difference between \$130 & \$40. At the August term 1842 the County Court made the following allowances in favour of your respondent for Boarding clothing & Washing for Susan Stony 3 years & 10 months \$156.66

For boarding clothing & washing for Mary Jane Stong 4 years & 6 months	150.00
" Same do do for Augustus Stong 6 yrs & 4 months	231.00
Same do do for Solomon B Stong 6 yrs & 4 months	270.00
~~For hiring~~ Making in the whole -	\$ 807.66

The Court will perceive that no allowance was made for educating & schooling the children. While the children were with him, he educated them partly at home & partly abroad. When they were boarded out, he paid their board & tuition & got a credit for it in his settlements. And the court will perceive in the a/c which he presented against the heirs that they are credited for all the time they were away. For several years he employed teachers & they went to school from his house with his own children & for this he never was allowed any thing until the settlement in September 1847, the allegations of complainants to the contrary notwithstanding. The a/c for educating the children were admitted in the county court by both Saml Shub & Stephen Shord & were accordingly allowed. As to the allegation of Complainants that \$67.50 was allowed for Mary S Stong who is unknown to your petitioners & is not an heir of said David Stong your respondent states that is mere idle verbiage & the Complainants know very well that Mary J. Stong was intended. It was a mere slip of the pen made by the county court who drew up the paper as the result of the settlement made before them. The court also allowed your respondent for the boarding clothing & educating of Solomon B Stong 50¢ per year from the 3rd Aug 1842 to 1846 a period of 4 years amounting to \$200.00. This respondent states was a very reasonable charge because a part of the time he boarded Solomon at the Va Mines & paid his tuition for six months. Tho' this board was much higher than he charged, he asked nothing extra therefor. Your respondent also sent him to school while he lived at home with him. Nor did the said Solomons as alleged by complainants work enough to pay for his board. Your respon-

dent thinks that this allegation was furnished by Complainants with a view of embellishing the bill. At the August term 1842 the court allowed your respondent \$10 per year for hiring ~~the~~ ^{the} slaves for the years ~~at~~ 35, 36, 37, 38, 39, 40, 41. amounting to \$70.00. At the settlement at the September term 1847 the court by mistake put down this item at \$40.00. This item of \$40.00 added to the \$807.66 amt allowed for board clothing &c of the four children at that term, make the sum of \$847.66 ~~credits~~ ^{credited} at the September term 1847. These allowances if made in favour of any other person than the Exⁿ would carry interest and the difference is not perceivable between an allowance in favour of a third person & in that to the Exⁿ. For these and other reasons the court allowed your respondent interest at 6 percent amounting to \$254.00. But in passing your respondent begs the court to recollect that he only got credit for \$40.00 when it should have been \$70.00 thus making an error of \$30.00 for which he is still entitled to be credited. The Complainants themselves admit that your respondent did turn over to Saml Skel notes to the amount of five or six hundred dollars but the amount actually turned over was \$740.85 of principal. Of these notes some were for hire prior to 1842 upon which your respondent had been charged ^{interest} and the interest that had accrued upon those notes due prior to 1842 amounted to something like \$150. This interest there is no question he is entitled to be credited by, if he is to be charged with interest on the ~~same~~ ^{principal}. Thus principal & interest of these notes turned over to Skel amount to \$895.85 (and yet the court only allowed \$713.32 which is some \$283 less than he was entitled to. Your respondent insists, if the settlement be reopened, that he be credited by this difference in addition to the former credit. As to the item in the settlement of \$740 rec'd of McMullen by Skel, this was proved

before the county court by McMullen & admitted by Skel himself. The sum of \$23.33 as rec^d by Skel of Pally & Parker was a balance on an old judgement which Skel himself also admitted. The same is thro^w of the item of \$16.10 rec^d by Skel of Perkins & Anderson. All these items are not included in the amount of notes turned over to Skel ~~and~~ therefore your respondent is entitled to receive credit for them. In the management of this estate, your respondent has made very few bad debts. With a small exception, all the notes turned over to Skel have been ~~and~~ can be collected. Your respondent has used due diligence in the collection of all the notes due the estate ~~and~~ the wonder^{is} that there were not more bad debts than there is considering the revolution in public affairs that has taken place since this estate first came into his hands. In addition to ~~and~~ exclusive of the credits allowed by the county court, your respondent claims some in addition. For the year ending in October 1838 the negro boy Isaac was hired by J Farley & Parker at the price of \$71.00. Various attempts were made to collect this note which failed, until finally suit was instituted ~~and~~ judgement obtained on the 3rd July, 1841 for \$90.22. Executions were issued at different times ~~and~~ nothing made & nothing has been made to this day. Parker has been dead 3 or 4 years & Farley is insolvent. For the year ending in October 1843 one Wm Brundle hired the negro man George for the sum of one hundred fifty dollars upon the promise to give Stephen T. Dunklin as security. The said Brundle had hired the boy before & Dunklin had entered his security. At the date of this hiring, the said Dunklin told respondent that he would go security if the negro did not go beyond \$125.00. At the hiring which was by public outcry the negro was run up to \$150 ~~and~~ struck off to Brundle at that sum. ~~to come~~ ^{bring} ~~the hire~~ within the limits, so that Dunklin should not be bound beyond the amount which he agreed to guarantee Brundle proposed ~~I shall~~ ^{to} pay your respondent ~~the difference between \$150 & \$125~~ ~~on the bond~~, & the bond was ^{drawn} left with Brundle to procure

the signature of Dunklin. Brundle told your respondent that Dunklin had promised several times to sign the bond but had not done it yet. In the summer of 1843 before the hire was due Brundle who was a miner fell sick and died. Respondent went to see him on his death bed & Brundle then told him that Dunklin now refused to sign the bond. Brundle left no property out of which the hire could be made and Dunklin now refuses to pay any portion of it. The year for which George was hired lacked some two months of expiring at the date of Brundle's death. The ^{hire for the} ~~unexpired~~ time & some two or three dollars which Brundle paid, make about twenty five dollars for which this bond ought to be credited: for the undue \$125,00 respondent thinks he ought to be credited. The transcript of the judgment against Tarpley & Parker & Brundle's bond are herewith filed marked

In 184 Mary Jane Stong left respondent & went to live with Helen G. Hill. Some time in 1843 the said Mary Jane wrote to respondent to come after her, that she was abused & very badly treated. Some of the neighbors with whom respondent conversed confirmed her statement. In September 1843 she came down in the stage from Herculaneum to Polaris & went to live again with respondent. She remained at his house & made it her home until August 1844 when she married a period of eleven months. At this time she was verging into full womanhood & her board was worth a good ^{deal} more than it had been before. Respondent paid Brickey & Hickman \$200 for her stage fare; she also bought clothes on his acct of Criswell amounting to some \$8 or \$9.00: her board was worth \$5.00 per month, making \$55.00. ^{which respondent has allowed} For these three items, amounting to between \$65 & \$66 your respondent also claims credit against the claims of the present complacents.

For the year ending October 1844 Jane Stong hired negro girl Maria for \$200 which she has never paid. She also received the sum

of 4,50 from John O'Neil for the hire of Harriet during the same year which she has never paid over. For these two items amounting to \$6,50 respondent has never received credit & he now claims the same on his settlement.

By inspecting all the settlements of respondent made in the county court of Jefferson it will be seen that the only allowance for commissions & hiring out the slaves was made at the April Term 1842. Since that time nothing has been allowed for disbursements or hiring out the negroes. The court allowed \$10 per year for hiring out the slaves & your respondent is now entitled to claim for hiring them out for the years ending ^{1842,} 1843 and 1844 making \$30.00. The court also allowed him in 1842 6 per cent upon his disbursements. Upon his disbursements since that time amounting to \$ he claims the same rate of commission which entitles him to a further credit of \$. The law also allows an ex or adm^r commission upon the whole amount of the personal estate. In 1845 the negroes were divided among the heirs and were appraised to \$2300.00. Respondent also claims commission on this amount, which will be a further credit of \$138.00. Prior to 1842 Augustus & Jane Strong was boarded out & went to school to E. H. Saucier. Respondent made two payments ~~two payments~~ towards the board & tuition, the first payment amounting to \$75.37 for which he had taken a receipt was allowed at his settlement made at the April term 1842. In April 1841 Respondent paid the balance & then Saucier executed a receipt in full for \$130. At the settlement in September 1847 the county court intended to allow respondent the balance of the payment but by mistake put it down at \$8.00 when they should have credited \$54.63 thus allowing less than they ought to have done by \$46.63. Respondent prays that this may be corrected & the just amount credited. Your respondent thinks there are other credits to which he is entitled which

in the hurry of the preparation of his answer may have slipped his memory. If however he discovers others, he prays that the court would receive them & that he may not be precluded by not having mentioned them here. From facts furnished in the foregoing part of this ~~answer~~ ^{petition}, the court will perceive by a little calculation, that if respondent receives all his just credits he will not fall in debt to the estate of Stong as much as was found by the county Court.

As to the interest on notes received by Respondant he cannot now state how much. He recollects a few dollars but nothing certain or definite as to the exact amount (and for this reason he cannot state an account. At most the amount is trivial. Respondent has often advanced money out of his ^{own} pocket to creditors & legatees but he never thought of charging interest therefor to the estate.

Respondent recollects no other allegation which he has not answered. And now having answered to the best of his knowledge & belief he prays to be hence dismissed with his reasonable costs most unjustly incurred and as in duty bound he will ever pray.

Johnson & Deard Sol. for
Milkson -

State of Missouri Washington County

Anthony Milkson being duly sworn upon his oath says that the facts set forth in the foregoing answer so far as stated upon his own knowledge are true & so far as stated upon the information of others he believes them to be true

Sworn to & Subscribed before me this
27th June 1848.

Anthony Milkson

G. W. Bailey - J. J. - 3

Synopsis of the Settlements of Anthony Wilkison exr. of David Strong dec'd & the State of Ala.

		Amts. chargeable to Wilkison		Amts. credited to Wilkison	
January 1. 1837	Am't chg'd in that Settlement as follows				
	Sale bill of Sale, made Oct 19 th 1835.	950	20 ³		
	Other charges in that Settlement.	144	78		
	Am't allowed for payments made --			69	17
		1094	95 ³		
			69 17		
	Am't due the estate --	\$1025 78 ³ / ₄			
April 1. 1838	Am't of negro girl Harriet for 1836.	54	00		
	" " " boy George for 1836	136	00		
	" " " " Isaac for 1836.	40	00		
	" " " girl Maria 1836.	40	00		
	Rent of land for 1836.	85	00		
	Am't Sale of lot Negro Timber.	31	18 ³ / ₄		
	By Am't payments allowed.			270	44
		1411	97 ²		
		270	44		
	Am't due the estate --	\$1141 53 ²			
January 30 1839	To promissory note heretofore omitted	20	00 ^x		
	" bal of note of \$16.25	6	45 ^x		
	" Am't due by Robinson for Corn.	12	50		
	By Am't payments allowed.	1180	48 ²	72	52
		72	52		
	Am't due the estate --	\$1107 96 ²			
Jan'y 31 st 1840	Am't of Geo to Oct 21 st 1839	156	50		
	" " Isaac to same time	50	00		
	" " Harriet do	30	50		
	" " Maria do	40	00		
	Rent of farms to Feby 1839	36	00		
	" " Parker farm to Feby 1839.	25	00		
	32 Apple Trees -- 12 ² each --	4	00		
	Payments allowed this Settlement.			305	24
		1449	96 ²		
		305	24		
	Am't due the estate --	\$1147 72			
	Carried over --				

		Dr.	Cr.
	Am't brok forward as due the estate	\$ 1447 72	
Jan'y J. 1841	To Hire of George to Brundh -	173 00	
	" " of Isaac to Tarply -	95 00	
	" " " Harriet to Hopson -	20 00	
	" Rent of home farm to Croft -	50 00	
	" " of Parker farm -	36 00	
	" Hire of Maria to Shore -	25 00	
	By payments Allowed -	1546 72	149 42
	Am't due the estate -	\$ 1397 40	
April J. 1842	To Comptons in as' for 1836 -		
	Hire of George for 1835-6 ending Oct 20 th 105.00		
	Hire of Harriet Same time 35.25		
	Rent of home farm for year ending Feb. 3 rd 50.00		
	Rent of Parker farm Same time 32.50	222 75	
	Comptons in Settlement for 1839.		
	Hire of George - \$ 156.00		
	" " Isaac - 50.50		
	" " Maria - 40.00		
	" " Harriet 30.50		
	Rent of farms - 61.00	338 00	
	Rego's Hire for 1841. Oct 20 th		
	George - 180.00		
	Isaac - 91.00		
	Maria - 16.12 ²		
	Harriet 5.00		
	Rent of farms. 65.00	357 12 ²	
	By Am't allowed as payments & Comptons	2315 27 ²	571.21
	Am't due the estate -	\$ 1744.06 ²	571.21
	Interest ch'g at this Settlement -	619 87 ²	
	Due the estate ch'ging interest -	\$ 2363.94	

Samuel Hill et al

v.

Anthony Hill et al

Census of Anthony Hill et al

Filed Aug 21st 1848

J. D. Hill et al
Cens

State of Missouri
County of ~~Jefferson~~ ^{Jefferson}

The separate answer of Henry P Bates (and) Andrew Hight to the bill of complaint of Saml Steel Admr with the will annexed of David Stong dec'd (and) as gdw of Solomon B. Stong, Stephen D Shore & Jane Shore his wife exhibited against Anthony Wilkison & them.

These respondents saving & reserving to themselves every advantage which may now or hereafter be taken to the many mistakes (and) inconsistencies of complainants' bill (and) for answer thereto or so much thereof as they are advised it is material for them to answer - saith that personally they know very little about the general management of the estate of Stong (and) they therefore refer the court to the answer of Anthony Wilkison their co defendant. For the facts & reasons set forth at large in said answer they also insist that the settlement of said Wilkison made in the County Court at the September term 1847 when all the parties interested were present & consented thereto, should not now be rescinded, & that said settlement is a complete bar to ^{the} bringing the present bill. The complainants as your respondents humbly think, have not shewn such a state of facts as entitles them to come into this court. They do not allege a want of notice, or that the settlement was made in their absence, or that they had no opportunity to contest the items of the settlement, or that they were debarred from examining the papers on file or that they were without counsel, but the only fact mentioned is that the settlement was made in the necessary absence of the Attorney who usually managed for the estate referring as is supposed to Mason Hupfel Esqr. Your respondents are informed & believe the same to be true that the Attorney who did appear in the County Court on the part of the complainants, appeared there at the particular request of Mr Hupfel as his substitute. The County Court had a right to correct their own mistakes upon a proper suggestion by

affidavit (and if upon motion to reopen the settlement, the court refused to grant the same, the complainants might have appealed to the Circuit Court. In the county court complainants were defendants & there they were bound to defend themselves (and they cannot now ^{bring} ~~file~~ their bill in equity. The course of complainants if persisted in & tolerated would render litigation interminable.

It appears from the papers in the county court that in the month of October 1835 Anthony Wilkison took charge of the estate of David Strong dec^d and gave bond with Samuel Woodson (and Nathan Pinson as his securities. On the 30th January 1839 the said Wilkison gave a new bond with your respondents as securities. The first bond was a guarantee for the ex^r's good conduct from Oct 1835 to 30 Juny 1839 a period of three years (and two months & the latter ~~is~~ a guarantee for the time elapsed since that date. The first bond does not relate to the acts of the ex^r since the 30th Juny 1839 nor does the second extend to acts of the ex^r in his official capacity prior to the date of its execution. Your respondents beg the court to recollect this date, because their liability only commences from the date of this bond (and all moneys received by the ex^r before this date (and all balances found against him (and all items with which he was properly chargeable before this date are covered by the first bond (and the securities in that bond ~~only~~ are liable & not the securities in the second bond. By reference to the settlements of said Wilkison it appears that he made his first annual settlement at the January Term 1837 of the county court of Jefferson and that the balance found against him was \$1025.78³/₄. This balance is carried into the next settlement which was made at the April Term 1838 (and the balance found against him at this time is \$1141.53¹/₂. On the 30th Juny 1839 which was the very day on which your respondents entered his security, Wilkison made his ~~third~~ annual settlement, & he was found indebted to the estate of Strong after allowing payments made

Howard — \$1668.71²

Interest at 6 percent for one year on \$1094.95³/₄
increased by \$222.75 the amount in addition properly
chargeable in first Annual Settlement \$1317.71.

79.06

Int on balance on hand at 2nd Annual Settlement
increased by same sum amounting to \$1364.28.

81.85

Int on balance on third Annual Settlement increased by
\$560.75 the amt omitted at that date.

100.10

These respondents further contend, that not being liable for
the sum of \$1107.96² the amount found against Wilkeson
on the 30th June 1839 (the very day respondents became his se-
curities), they are not liable for the interest charged on
this amount as carried into succeeding annual settle-
ments but only upon the assets that came into his hands
after the 30th June 1839. Respondents by becoming security
did not guarantee any amount that Wilkeson previously
owed the estate. The court proceeded to charge interest for
three more years as follows. Int. on balance on 4th Annual
Settlement increased by last named sum \$1708.20 = \$102.49.

Interest on 5th Annual Settlement increased by above named
sum \$1957.88 = \$117.47. Int. on 6th Annual Settlement increased
by \$357.12 in addition to the above \$138.90. Now this
balance of \$1107.96² found at the January Settlement 1839 is
carried into all the succeeding settlements and constitutes
a part of the balances on which interest is charged. The
securities in the former bond are therefore liable for interest
for three years on \$1107.96². One years interest on this
sum amounts to \$66.50 & for 3 years it amounts to -

199.50

Thus out of the sum of \$619.87 the amount of interest charged
against Wilkeson the securities in the first bond are liable
for the payment of \$460.51.

\$2129.22²

Respondents further insist that they are not responsible for the rent of farms received or which ought to have been received by Wilkerson. Upon the death of David Stong the title to the real estate descended upon his heirs (and the Ex^r has nothing to do with the real estate unless it becomes necessary for the payment of debts. There were negroes & other personal property in the hands of the Ex^r for this purpose (and even they were not necessary ~~but~~ they have been divided among the heirs. The rents follow the title (and the securities of the Ex^r are not liable for them. It will be seen from the synopsis attached to the answer of the Ex^r that he charges himself with the rent of farms as follows

Settlement April 5. 1838	Rent of land for 1836.	\$85.00	
Settlement Jan'y 5. 1840	Rent of farms to Feb. 1839.	\$36.00	
	Rent of Parker farm to Feb. 1839.	25.00	61.00
Settlement Jan'y 5. 1841	Rent of home farms to Crop.	\$50.00	
	Rent of Parker farm	36.00	86.00
Settlement April 5. 1842	Omissions for 1836		
	Rent of home farm for year ending Feb. 1837.	\$50.00	
	Rent of Parker farm same time	32.50	
	Omissions in Settlement for 1839.		
	Rent of farms -	61.00	
	Rent of farms.	65.00	\$ 208.50
Additional Inventory -	Rent of farms for the year ending		
October 23 rd 1842 - viz			
Upper farm to E. S. Perkins.	\$55.00		
Lower farm to V. Pully.	18.00		73.00
Taking the average of the above amounts as the rents for			
the years ending Oct. 1843 & 44. say \$60 per year make		120.00	
		\$ 633.50	

This shows the astounding fact that the sum of six hundred & thirty three dollars (and fifty cents) is sought to be charged against your respondents who are mere securities & for which they are

not responsible. They do most solemnly protest against these items of rents (and) they pray that the court in settling their liability may entirely disregard them.

Respondents are further informed that Wilkison, after he was displaced as Exr. continued to hold on to the negroes & rent the farms ~~for~~ as agent of Saml Skel (and) took the notes for the hires (and) rents in his own name. They are not advised for what years he hired them as such agent but presume it was for the years ending in 1843 & 44. The hires & rents for these years are stated by said Wilkison as amounting to \$274.50 for 1843 & \$134.50 for 1844. Should this be supported by facts at the hearing they will insist against being held accountable for the hires of these years & they do contend that in no event are they responsible for the rents.

Your respondents refer the court to the answer of Anthony Wilkison for a list of the credits to which he is entitled in the settlement of his accounts as Exr. (and) they pray that the same may be allowed. They will not in this place specify them particularly, but refer to them as set out in the answer of their co-defendant.

Respondents beg leave to call the attention of the Court to the fact that during the time covered by the first bond, Wilkison was properly chargeable with the sum of \$2129.22½ for which the securities in that bond are liable and which amount carried into successive settlements is sought to be charged against respondents. Altho during the time covered by the first bond no orders were made upon Wilkison to pay over money, yet the true breach of the bond was committed during this time by the failure of Wilkison to wind up the estate within three years. Had he complied with the law, the estate would have been wound up before the date of Respondents bond because Wilkison took out letters in 1835. So soon as the three years elapsed each heir could maintain an action for his distribution share.

of the estate without any orders of the county court. The right of action on the part of the heirs accrued against the Securi- in the first bond and that right of action is not shifted against Respondents because in 1841 & 42 the county court made orders upon Wilkison to pay as we have seen that no orders of the County Court were necessary to give the right of action in the first instance. So far as settling the relative liabilities of the sureties in the two bonds are concerned, the orders of the County Court can have no bearing because none of the sureties were parties to them & they were made without notice, but Respondents insist that the responsibility remains upon the first sureties because ^{them} against the liability first attached.

Your Respondents pray your Honor to settle Wilkison's accounts and give him his just credits - They pray that they may not be made to bear burdens that belong to the sureties in the first bond - That in settling their liability the charges for rents may be stricken out of the two last years hires should it appear that Wilkison was agent for Skel. And now having answered to the best of their knowledge & belief they pray to be hence dismissed with their costs most unjustly incurred and as in duty bound they will ever pray.

Johnson & Beal Sol for
Respondents -

State of Mo County of Jefferson S.D.

Henry P. Bates being duly sworn upon his oath says that the facts set forth in the foregoing bill so far as stated upon his own knowledge are true and so far as stated upon information derived from others he believes them to be true Sworn & Subscribed before me this
31st day of July 1848
J. H. Alford Clerk
for the Court

Henry P. Bates

State of Missouri }
County of Jefferson } Andrew Ficht, being by me
duly sworn upon his oath says, that the facts set
forth in the foregoing answer so far as stated
from his own knowledge are true, and so far
as stated from information derived from
others he believes them to be true.

Sworn to and Subscribed

before me this 27th 1848,

J. H. Alford C. W.

A - Ficht

Saml Shiel et al

v.

Anthony Wilkerson et al

Answer of Henry P. Bates
to Andrew Ficht

Filed July 31st 1848

709 aeqm
C. W.

COUNTY OF JEFFERSON, SCT.

THE STATE OF MISSOURI,

To Geo. B. Hale and Michael Lynch

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 Irish day of December at the town of Stillbore, then and there to testify and the truth to say, in a certain matter of controversy now pending in our said Court, wherein Saml Stral et al are plaintiffs and A. Johnson et al are defendants on the part of the Defence

Witness, JOHNSON H. ALFORD, Clerk of our said Circuit Court, at the town of Stillbore, this 8 day of November A. D. eighteen hundred and forty six

J. W. DeFord CLERK.
By M. C. Stetson Deem

Served the within plea upon Michael Lynch by reading
the same in his hearing in Washington County Mo.

George B Hale not found in the County

November 20th 1848

J W Burris Shff
B J Mc Burris Shff

To Jefferson Circuit Court
Nov Term 1848,

Samuel Steel admr

vs Spa

A Wickison et al

for Defence

Geo B Hale

Mc Lynch

2^d day

Burris Sheriff Ha 60

Filed Nov 29. 1848
J S-1, Clifford ceh

COUNTY OF JEFFERSON, SCT.,

THE STATE OF MISSOURI.

Doanthen
William Murphy

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 *third* day of *December* at the town of *Wellborn*, then and there to testify and the truth to say, in a certain matter of controversy, now pending in our said Court, wherein *Saml Israel et al* are plaintiffs and *P. McClinton et al* are defendants on the part of the defence

Witness, JOHNSON H. ALFORD, Clerk of our

said *Circuit* Court, at the town of *Wellborn*, this *8th* day of *November* A. D., eighteen hundred and *forty eight*

J. H. Alfords CLERK.

Wm. Murphy
seen

Served by reading to and in the presence of
of the within named Franklin Murphy in
St Francis County on 28th Apr 1848.

J. D. Boyce Esq
Att. in C.

In Jefferson Cir Court
Nov Term 1848.

Saml. Reed adm.
vs
A. Weirison et al

for Defences
vs
Franklin
Murphy

5th day

Serviced by
J. D. Boyce Esq

The replication of Samuel Skel
adme with will annexed of David Stone
deceased to the answer of Anthony
Wilkinson former executor of said estate
and others

This replant saving and
reserving to himself all manner of benefit
of exception to the errors and inconsistencies
of the said answer with that he will now
maintain and prove his said bill to be
true and sufficient to be answered unto
and that the answer of the said defendant
is ~~not~~ ~~an~~ evasive and insufficient
to be replied unto and the said complainant
now prays ~~that~~ as he in his said bill has
already prayed

M. Trisell solicitor

Wm. L. F. H. H. H.

W

Wm. L. F. H. H. H.

Wm. L. F. H. H. H.

Wm. L. F. H. H. H.

Wm. L. F. H. H. H.

Samuel Shul et

Anthony Wilkison, Andrew Fight, & H P Bates } Chauncy

Henry P. Bates on the part of himself & his co security Andrew Fight asks leave to amend his answer. (and being duly sworn upon his oath says that within a half an hour ago he has discovered new matter of defense which he did not know before - that when he filed his first answer he stated distinctly that he did not know personally much about the facts set forth in the complainant's bill that he would have to rely mainly upon the answer of his co defendant Wilkison or words to that amount. - This affiant states that he has just learned a fact that he did not know until within half an hour ago - that there never was a will of David Strong Dec'd upon which letters testamentary could be issued - that there was a paper purporting to be a will of David Strong dec'd but that no efforts were ever made to prove said ^{pretended} will ~~which~~ which ~~was dated~~ was dated in August 1835 until the 8th Sept. 1843 when a citation was ordered by the County Court to issue to the subscribing witnesses - that on the 6th Nov. 1843 one of the witnesses appeared & made his affidavit & the other has never appeared to this day. This respondent is advised that there being no will of said Strong and being none to this day that all his acts as Exr are void - that his letters are void & this respondent and his co defendant Fight are in no wise liable for his acts. ~~affiant~~ affiant is advised

further that he cannot make a defense on
this point unless he relies upon it in his answer.
He further states that this amendment in no
wise conflicts with his former defense but
is entirely consistent with it. - He further states
that when he drew his first answer he did
not know that Wilkison was acting under a
void authority - Affiant further states that
he wishes to make defense upon another point
from the record - that he has been searching
the same this morning looking to the fact
that the record contains no index he has been
unable to find it. That he was assured
by a person now dead that such an order
as he relies on was made but he cannot
now find it. He is advised that if it be
as was represented that it will avail him
perhaps in his defense - That it will in
no wise conflict with his former answer
but will be added in addition thereto.
Affiant is advised by his counsel that
this will be most important matters of
defense & he states that to force him to
trial without leave to amend & bring in
these additional facts would be ruinous
to his interests. Affiant further states
that he is really anxious to have the matter
settled & has during the whole court been
willing to go to trial but having made
these discoveries he thinks it would be
selfish to go to trial without amending
his answer -

Moved to & Subscribed
in Open Court Dec 8 1848,
J. S. Alford Clerk

Henry P. Bates

Steel Adv^r

at

Millington, Bates and

App^r for leave to
amend answer

Filed Dec^r 8/1848
per Alfred

This motion to amend
the answer was overruled,
& the cause Dec^r 8/1848
per Alfred
C. H.

Samuel Shiel admr
of David Stong
S B Stong &
Stephen Shome &
Lane Shome his wife

¹⁰⁷
A Wilkison
H B Bates &
Andrew Ficht-

Be it remembered that upon the
hearing of this cause the court rendered the
following decree

Be it inserted a copy of
the decree

And the plaintiffs thereupon ^{accepted to the opinion of} ~~the court~~ ^{and} prayed an
appeal to the supreme court which was granted
and thereupon the plaintiffs prayed that the
evidence in the cause may be preserved which
was as follows on the part of complainants

1st The final settlement Sept-23^d 1847
and the vouchers filed in support of
that settlement-

2 ~~Record of Allowances at the August Term 1842~~
~~as is shown by the record of the Co Court~~
~~at that term~~

2^d Record of A Wilkison's settlement - at April Term
1842 showing a balance of \$ 2363.94

3^d Record of Allowances to A Wilkison August-
Term 1842 for the aggregate sum of \$820

4 Record of Order of County Court - April Term 1841
distributing \$300 to each of Stongs heirs being four

5 Record of Order of County Court - Aug 1842 to
pay to guardian \$50 for each heir

It was admitted that F G Hill was appointed guardian of all the heirs of David Strong June 10th and qualified June 10th 1840. That Wilkerson never filed any bond or qualified as guardian that he was removed from his executorship by the County Court and Samuel Skeels appointed down with the will annexed in the fall of 1844 and that he had given bond as guardian

6th The inventory of Samuel Skeels of file among the papers in the case

Here insert a copy with the indorsements The court refused to permit the same to be read in evidence to which likewise the complainants excepted.

7 The will of David Strong
Here insert a copy of the will with the probate.

It was further admitted that Augustus Strong died in in the fall of 1842 and Susan Strong died in The settlement filed Aug 31st 1840 with the voucher of No 7 receipt of Sancier
~~The receipt of Sancier for \$420.00~~

6th The settlement of A Wilkerson filed Apr 27 1842 with a voucher in said settlement No 2 it being a receipt of Sancier.

7 The will of David Strong with the probate which was objected by defts but overruled by the court & excepted to

8 The inventory of Samuel ~~Skeels~~ Skeels found on file among the papers of the estate

Here insert a copy (A) (H)

~~The court refused to permit this to be read in evidence to which the complainants excepted~~

And this was all the evidence offered by the complainant -

Whereupon the defendant to sustain the issue on their part offered the following testimony

- 1 The ~~defendant~~ ^{plaintiff} admitted that Skeels & Stone were both present ^{at the County Court.} ~~in the~~ during the progress of the settlement and that they employed J. L. Wyatt an attorney at law to attend to the settlement for them. ~~Skeels & Stone were both~~
- 2 The following paper and agreement ~~for~~ in behalf of ~~the~~ complainant's counsel was also admitted ~~to be~~
(Here insert a copy of a paper marked A A endorsed Agreement of Fairpell to admit some allegation in the bill)
- 3 Copy of agreement between Shore wife and Skeels as Gen Ladd & Anthony ^{Wilkinson} in regard to the suit in Circuit Court marked (9) & the allegations ~~of~~ the answer of Wilkinson in regard to the settlement in the County Court at the September T. 1847 was admitted to be true.
- 4 Aps of settlement made in County Court April T. 1842 marked (9) (true copy)
- 5 Items of interests charged marked (9)
- 6 The original ap^s filed Aug 3rd 1842 of Anthony Wilkinson v. the estate (5 in number) marked ~~it~~ ~~it~~ ^{it} ^{it} ^{it} ^{it} (true copy)
- 7 Transcript of judgment v. Tarpley & Parker on note for \$11.00 marked (K) (true copy)
- 8 It was admitted that the ~~slaves~~ ^{belonging to the estate} were turned over to Skeels & Stone valued at \$2300 & shortly after were divided among the heirs. ^{in 1844}
- 9 It was admitted that the synopsis attached to Wilkinson answer of his statements in the County Court is correct & may be used in evidence

Additional inventory showing the rent of farms & here of
for year ending 23rd Oct 1842. (See copy)
Negroes for year ending 1842

And this was all the evidence
offered by defendants. All the
evidence in the case.

John H. Stone (Sd)

Steel & Shore

as
William et al

Will & exp (Sd)

Filed June 29 1849

Pratt

In the Supreme Court Mo., at St. Louis, Oct. 29th 1850.

Solomon B. Stong

vs.

Wilksow Bates & Ficht

} Appeal from Jefferson Circuit Court.
Now at this day come again the parties
aforesaid by their respective Solicitors and the Court being
sufficiently advised of and concerning the premises, do adjudge,
order and decree that the decree of the Circuit Court, be
reversed, annulled and for nought - held and esteemed, and
that said appellant be restored to all things which he
has lost by reason of said decree; and this Court, proceed-
ing to enter up such decree as the Circuit Court should
have done, do adjudge order and decree that said appellant
recover against the said appellees the sum of Eleven
Hundred and ninety Eight Dollars and Fifty Two Cents, and
that they also recover their costs and Charges herein
expended, and have thereof Execution.

State of Missouri S.

I, William B. Clarke, Clerk
of the Supreme Court of the State of Missouri, Certify that
the foregoing is a full, true and perfect transcript of the
Last Decree of said Supreme Court in the Case of Solomon
B. Stong vs. Wilksow, Bates and Ficht.

Witness, my hand and private
Seal, there being no Seal of Court yet provided, at Office,
in the City of St. Louis this Twenty first day of July 1851

Wm B Clarke, Clerk, by
W. H. Lawrence, D.C.

Strong vs. Wilham, Bates & Light
Decree of Sup. Court

Filed July 23^d 1857.
Thos. E. McPherson
Clerk in ch.

John C. [unclear]
Nov-22

2-

{ Clark Circuit Court
Jefferson County
Missouri

These are the items that we rely upon
the absent witnesses to prove in case of David Skeel
at all by A. Wilkerson et al -

Founders note -	\$125.00	
11 Months board of Mary Jane Stong	\$55.00	
Stage fare of Jane Stong to Potosi	2.00	
Clothes bot of ~~William~~ Creswell on Wilkersons acct	8.50	\$15.50
Ant used by Jane Stong for hire of Maria -	\$2.00	
" " of John Dmeal.	4.50	6.50

Thos. L. Johnson Atty

The statements of Wilkerson & co. will be
admitted as true relative to the above items
liable to exceptions as to relevancy &c) unless
Skeel or Stone should come before we go to
trial and refuse to sanction this arrangement
All F. Spelt atty

Handker

v.

William

agreement of
the field to admit
some alligation
in the field -

at at

Order of Co. Court. to distribute \$1200; Apr Term 1841.
Sett^d Apr Term 1842; Ball \$2363.94.

Sett^d Aug 5; 1842 - Allowance for support of heirs Truitt

Susan Strong \$157.25 -

Lanc Strong 137.50

Sol^r B Strong - 253.00

David Aug Strong 234.25 -

Aug. 1842 Service in hiring Slaves. rents &c - 40.00

Aug. 6. 1842 Ordered to be paid to Hill

To each heir 50.00

\$ 200.00

Oct. 1842 real Affair - Entered Oct. 1842 -

274.50

Heirs & rents for yeards Oct. 1844 -

134.50

Hill appointed Guardian 10 June 1840 -

Copy of the statements made in at at April 7 1842
marked G. The items of interest at? marked (G')

The original also filed May 30 1842 (5 in number) marked H, H'
H'' H''' H'''' H''''' H''''''

I have since a Unit of Execution is the weight of
Depression County per the count of the decree as herein expressed.
As that we not regret your voice raised forthwith from your
office.

Wm. A. Lawrence.