

No. 3360

Supreme Court of Illinois

People, William P. Jarboe, et al.

vs.

Elijah Lott et al

(379)  7

State of Illinois to-wit:

Pleas holden by the honorable David M. Woodson Judge of the first Judicial Circuit of said State sitting in chancery for the County of Boone at the October Term 1861 of the Circuit Court of said County in vs

The People of the State of Illinois complainants
vs the use of William P. Jarboe and others
vs In chancery

Elijah Lott and others Defendants

Be it remembered that on the 2nd day of July 1858 said complainants exhibited and filed in the Office of the Clerk of said Court the following Bond for costs. ~~see in~~
A. & B.

For the Circuit Court of Boone County State of Illinois September Term 1858.

The People of the State of Illinois to the use of William P. Jarboe & others complainants
vs In chancery for settlement of administration of Estate of Philip Jarboe dec'd
Elijah Lott and others Defendants.

We do hereby jointly & severally enter ourselves as securities for costs in this case & acknowledge ourselves bound to pay all costs which may accrue to the opposite parties or to any of the officers of said Court pursuant to the laws of this State & especially any costs which may legally accrue & devolve upon Albert C. Blyflew

an infant son & sole heir & distributee of the estate
of Mary R. Clifton dec'd who was one of the heirs &
distributees of the Estate of Philip Jarboe dec'd said
infant without Guardian for whom the undersig-
ned William P. Jarboe sues in this case as next
friend. Carrollton April 13th 1858.

William P. Jarboe
Samuel Armstrong.

State of Illinois Court:

To the Honorable the Judge of the first Judicial
Circuit of said State sitting in Chancery for the
County of Greco.

The People of the state of Illinois To the use
of William P. Jarboe, Elizabeth Thomas her husband
Isakiel Thomas, Malinda Davis, her husband
Robert Davis, Lewis B. Jarboe, Mary Long
her husband Thomas Long, Augustus Jarboe, Benjamin
P. Jarboe, Minerva Jarboe, Jane McKimney her
husband James McKimney, all of whom have assign-
ed & transferred their interests in this case to the
said William P. Jarboe, Albert Clifton an infant
son & sole heir & distributee of the estate of Mary R.
Clifton dec'd who was one of the heirs & distributees
of the estate of Philip Jarboe dec'd, said Infant without
Guardian for whom the said William P. Jarboe
sues in this case as next friend & Alfred. M.
Jarboe complainants,

vs } In chancery for settlement of the estate

of Philip Jarboe decd

Elijah Lott of Ogle County, Amy Ann Stuart her husband Robert Stuart of Pike County, Joseph Rickhart, Anthony S. Seely, & Francis P. Wedder of the said County of Greene & Jas Collins, of the County of Jersey - & all of said state Defendants -

Your Oators, humbly complaining would shew unto your Honor, that the said Philip Jarboe late of the said County of Greene, departed this life intestate on the 8th day of February 1839 him surviving, his widow, who has died since, his children, the said Elizabeth Thomas, the said Malinda Davis, Harvey M. Jarboe, Matilda Lott wife of the said Elijah Lott, Henry R. Clifton, the said William P. Jarboe the said Alfred M. Jarboe, the said Lewis S. Jarboe, the said Emily Long, the said Augustus Jarboe, the said Benjamin F. Jarboe, the said Minerva Jarboe & the said Jane McKimney -

For several years before his death the said Philip Jarboe & the said Harvey M. Jarboe as merchants & partners under the name & style of "P. Jarboe & son" or "Philip Jarboe & son" had been transacting & conducting business to a large amount in the said County of Greene, their last place of business was Whitehall in said County. At the time of the death of the said William Philip Jarboe, there was a stock of goods on hand (or it may have been but shortly before his death) worth several thousand dollars, that appertained & belonged

to said late concern, as also certain real estate of great value that your Orators cannot specify and describe that equitably or legally belonged to said late concern & there was also due to said late concern at that time large sums of money in bonds, notes, bills & accounts, that your Orators have no means of specifying & describing. That all the effects of any nature or kind (which were of the value of several thousand dollars) that appertained to said late concern of &c. survived to & were taken possession of, by the said Harvey. M. Jarboe who utterly neglected & omitted the performance of the duties required of him by law as surviving partner as aforesaid & did not apply, as he ought to have done, the said effects to the liquidation & settlement of the liabilities & debts of said late concern - nor hath any one for him while in life, or for his estate as representing the same since his death herein after referred to -

Your Orators state that on the 5th day of March 1839 the said Harvey. M. Jarboe & Elijah Lott by application to the Probate Court of the said County of Gorme, obtained letters of administration on the estate of the said Philip Jarboe dec'd entering into bond, making oath &c. as required by law, all of which will more fully & at large appear by a duly certified transcript of the Records of said Court herewith filed as Exhibit (A) is so referred & prayed to be

taken as a part of this Bill said transcript being certified by the Clerk of the County Court of said County to be "a full & complete copy of all that appears of record or from the files in my "[this]" office touching the administration of Harvey M. Jarboe & Elijah Lott on the estate of Philip Jarboe deceased." Your Orators state that a very slight examination of the particulars of said transcript of Record will show how flagrantly, unjustly & illegally ~~the~~ said Harvey M. Jarboe & Elijah Lott violated the conditions of their several respective bonds given to secure the faithful execution of their trusts as administrators as aforesaid. More fully to illustrate their mal-administration your Orators respectfully ask the attention of your Honor to the following particulars & with reference to said transcript of Record, ^{Charge} as follows -

1st That said Administrators wholly failed to perform the duties required of them in §§ 95 & 123 Title Bills in Code of 1845. In this Court: That they did not fix on a certain Term of the Court of Probate within 9 months &c & give notice for settling & adjusting claims against their intestate as required by said § 95 & did not exhibit account of their administration at the first Term of Probate Court after the expiration of one year after date of their letters of administration & did not annually thereafter exhibit their accounts of administration as required by said § 123.

2nd In their first settlement August 7th 1841 (for which
vouchers see Record p p 18 to 26) they charge themselves with cash
bill \$ 1751.92 & credit themselves with \$245.20 including
improperly the following items "To cash of John Rose
Gabriel Smith \$4.00 not proven or allowed -
\$ 18.87" Not proven or allowed. Smith Post \$7.35 Not
proven or paid. Wm Batty \$5.63 Not proven nor paid
Chancery Fee \$9.46 Not proven or allowed David Wilson
\$74.64 Not proven or allowed bring demand against
P. Jarboe & Son.

3rd Not until 23rd August 1841 did said administrators
make a return or Inventory of notes & accounts belonging
to their Intestate amounting to the sum of \$ 1150.15 -
By settlement of that date (for which vouchers of which
see Record p p 26 to 33) they charge themselves with that
sum & balance in their hands on last annual settlement
\$ 1506.73 (too little as will appear by settlement of
August 7th 1841) & adding the two sums make them
amount to only \$ 2656.88 which is too little by the sum of
\$ 511.11. & credit themselves \$ 316.57 including improperly
the following items - ^{renter} Charles Swallow \$ 31.57. Not proven or
allowed. A. R. Rankin \$ 200.00 Not presented, proven or
allowed bring demand against P. Jarboe & Son. Isaac
Hodge \$ 3.75. No proof of payment. Wilson S. Smith
\$ 13.67 No proof of payment. B. Silkwood \$ 2.50 No proof
of payment. County & State tax \$ 12.11. Paid by William P.
Jarboe. Aaron Hicks \$ 3.11. charged against intestate
after his death. No proof that Administrators paid same.

4th In settlement of the 15th of February 1842 (for which
vouchers of which see Record p p 32 to 36) said Adminis

-istrators claimed as credits for cash paid to Gideon Brooks
\$411.17.47 to Godard & Gleason \$641.35 to Anna alias Anna
Walker & Co \$1258.41. which are wholly disallowable in
proper adjustment of Administration Account for
the following reasons. - They were not paid in cash
(if paid at all) but in real estate or effects appertain-
ing to the late concern of P. Jarboe & Son. said demands
were against said late concern, & properly adjustable
by the said Harry. M. Jarboe as surviving partner on
Ac of & out of effects of said late concern - said demands
severally & respectively were not paid by said Administrators
as such rightfully if paid at all, & were not paid at
all, by them as such.

8
5th On the 6th of February 1844 which was their last
appearance in said Probate Court, said Administrators
made another attempt at settlement & statement of their
accounts as such, as to which vouchers appertaining thereto, see
Record p p 45 to 53. Said Court suffered their accounts
to be entered of Record but wholly disapproved of the same
as amounting to a fraudulent mismanagement & robbing
of the estate of said Philip Jarboe. decd.

6th Your Prayers herewith file as Exhibit (D) as aforesaid to
prayed to be taken as a part of this bill - lists of notes & accounts
pertaining to the individual estate of said deceased that were
transferred by the said William P. Jarboe to the said Harry.
M. Jarboe on the 25th of February 1839. that ought to be
fully & fairly accounted for, in stating account in this
case, in as far as said Administrators have not accounted
for the same per Record of the ⁱⁿ accounts.

7th On the 2nd day of November 1844 on a writ of 9 months said Administrators made sales of real estate of said decd by order of this Honorable Court as follows to wit: 43 acres part of Stone farm to Haxley for \$433.75 & 1/4 of sec 21 T9 N.R. 4 E in Shoop les. Lills to Wm. Luther Jr for \$100.00 which lands said Adms were duly & punctually paid for & of which they have ^{rendered} ~~account~~ no report or account in the premises. The whole amount of sales of Real Estate that they made pursuant to said order was \$754.25 (for which in due time they received purchase money) & they have exhibited account of ^{proceeds only to the amount of} \$2118.30. see Record p 49.

8th Your Orators state that on a Reformation & Re-Statement of the accounts of said Administrators on the equitable & legal principles indicated in this bill, that there is a Balance of Principal of some \$3111.40 more or less that ought to be decreed to be paid to your Orators use of &c with compound interest on the same from year to year since said moneys were wasted by said Administrators or misapplied to their own uses or purposes of mal-administration as herein before set forth.

9th Your Honor, will by reference to Record p 57.60 see a list of "claims allowed against the estate of Philip Jarboe deceased" much the larger portion of which was an account of demands against the late concern of P. Jarboe & Son (as is annotated in pencil marks on the margin of the Record) which are wholly disallowable in a proper statement of account in this case & very many of which demands are not on file in the County Court of Greene. Of said claims allowed there was one in favor of said Elijah Lott October

25th 1839 for \$134.10 & another August 28th 1840 in favor of
said Harvey Jarboe for \$3703.51. that an ovt on file in
said Court, they are sworn groundless & unjust & there is no
evidence of their having been proven or legally established
in said Court. & they are therefore utterly disallowable
in stating Account in this case as they have never
been proven according to Law. None of the notes &
Accounts that said Administrators have received as
pertaining to the Estate of their intestate are on file in
said Court & in as far as they may not be fully & fairly
accounted for in this case, they with interest & compounded interest
ought to be charged in the account to be stated in this case.

Complainants state that the first bond that was
executed by the said Harvey M. Jarboe & Elijah Lott
conditioned for their faithful administration of the Estate of
said Philip Jarboe decd is copied on pages 37 & 38 of Exhibit A
& that one John Allen since deceased & the said Job Collins
were sureties in said bond.

Complainants ask the careful attention of your Honor to
what appears on pages 37, 38 & 39 of Exhibit (A) as to the second
bond & c as aforesaid conditioned for faithful administration
& as aforesaid - & state that one Chester Swallow (who has de-
parted this life & whose estate turned out to be utterly
insolvent) one B. W. Holliday (who has since
left this state & is utterly insolvent) the defendant Anthony
S. Seely & Charles Gregory (who has since departed this
life) were sureties who joined in the execution of said Bond
with said Harvey M. Jarboe & Elijah Lott as adminis-
trators of & c as aforesaid

Complainants also ask the careful attention of your Honor to what appears on pages 40. 43 & 44 of Exhibit (A.) as to the third bond of &c as aforesaid conditioned for faithful administration of &c as aforesaid & state that the defendant Francis. P. Bedder & one Henry Griswold who has since departed this life were co-sureties, who joined in the execution of said Bond with ^{as said} Harvey. M. Jarboe & Elyah Lott as administrators of &c as aforesaid.

Complainants charge that they have rightfully & according to the true intent & meaning of § 89 statute entitled "Wills" exhibited their Bill in this case to use of &c as aforesaid & that they have a right to a decree against the defendants in this case to use of &c, notwithstanding they, said Complainants, have omitted as defendants in this case the said B. H. Holliday who Representatives of the estates of other sureties of &c as aforesaid, who have died as above alleged.

With full & specific reference to all & singular the Accounts, notes, bills, bonds or claims of any nature or kind referred to in any way in Exhibit (A.) complainants charge that none of them are allowable - due from or ever have been due from or are chargeable or provable or allowable against the Estate of said Philip Jarboe deceased in due administration of the same by his Administrators saving & excepting the following to-wit:

Judge Woodson	9.06 1/2
Drisk & Bledsoe	15.37 1/2
Doets Drisk	14.17
" Hatton	18.11 1/4

	S. F. Fletcher	7.50
	Joseph. A. Cairns	2.50
	John. P. Henderson	12.11
	Samuel Dindal	14.00
	Whitchall Corporation Tax	6.00
	John. P. Wilkinson	218.30
	Robt. L. Doyle's receipts	30.00
	Doct. Heaton	12.30
	Joseph S. Kirk	2.41
	J. P. Henderson	6.00
	Receipts of Messrs. O. Bledsoe & Messrs	
R.	Woodson & Hodges for (w/ all)	30.18
	Paris Meason	13.00
	C. D. Barton	17.38
	C. Hagar	58.51
	J. B. Mcintosh	24.00
	G. B. Robinson.	15.51
	Total amount of claims to estate	<u>\$2422.20</u>

of Philip Garber dec'd that are properly allowable on a fair settlement & administration of the same.

Complainant charge that the following is a list or inventory of effects & assets of the estate of said deceased that the defendants in this case ought to be holden to account for with interest, compound interest, because of the wasting and misadministration of said Administrators twit:

Amount of sale Bill	\$1752.92
Inventory of notes Aug 23 rd 1841	1054.15
" " wheat & hides not appraised	

filed July 23rd 1842

73. " "

Sale of lands in 1843

to Levi Harlan & Oliver Wilkinson

186 " " "

" L. B. Jarboe

35 " " "

" William Götter

10.50

" William Hapley 2nd Nov 1844 9 mos date

433.75

" William Götter " " " " "

1/4 section of land in Knox Co

1000.00

\$5630.32

said assets & effects having gone into the hands of
said Harvey. M. Jarboe & Elijah Götter as ad-
ministrators of all &c of said Philip Jarboe deceased.

The premises considered & for as much as your
Orators are utterly unaided in the same at & by the
strict rules of the common law, & for as much as the
said Harvey. M. Jarboe died intestate in the
County of Pike said State in 1833 & administration
was duly granted upon his estate to his widow Amy
Ann Jarboe (who has since intermarried with the
said Robert Stuart) & Joseph Rickhart May it
please your Honor to grant to your Orators the Peoples
most gracious writs of subpoena ad respondendum
to be issued to the sheriffs of the proper counties
respectively commanding them to summon the Defen-
dants respectively named in the caption of this
Bill to ^{& be} appear at the next Term of this Honorable
Court to be holden on &c at &c & answer in the
premises. May it please your Honor to hold them

to do so (not on their oaths, which are waived as
the statute provides) fully, truly & unreservedly - &
to refer this cause to the Master in chancery of
this County or such other special Master as your
Honor may appoint to hear proofs & state an
account in this case on the principles indicated
in this Bill or on such principles as may seem
right & proper to your Honor & to direct to your Orators
use of &c as above, the payment by said Defendants
according to their relative & respective liabilities, of
what may be due from them in the premises, or to
award to your Orators use of &c as aforesaid such
other & further relief as they may be entitled to in
the premises & as in duty bound your Orators will
ever pray &c

D. A. & P. H. Smith

Solicitors for Complainants

Jacksboro June 30th 1858.

Exhibit "A."

Exhibit (A).

1.

Probate Court, Greene County State of Illinois
March 6th 1839

It being of the March Term of said Court
Present

D. M. Woodson Probate
Justice of the Peace,

Copy of Order

Probate Office, Carrollton March 6th 1839

This day came Harvey M.
Jarboe and Elijah Lott and suggested the death
of Philip Jarboe late of Greene County.

Ordend that proof of the
same be now taken. Thereupon the said Harvey
M. Jarboe and Elijah Lott made affidavit
that the said Philip Jarboe departed this life
on or about the 8th day of February A. D. 1839
and that he died intestate to the best of
their knowledge and belief leaving personal
property in this State.

Ordend that said affidavit be placed
on file. Thereupon the said Harvey M. Jarboe and
Elijah Lott made oath that Catharine Jarboe
the widow of the said Philip Jarboe relinquished
her right to administer on the estate of her deceased
husband and that the former is the son and the
latter the son in law of the said deceased and
therefore prayed that letters of Administration might be
granted to them on the said estate.

Ordend that said

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affidavit of relinquished be received and placed on file and that the said Henry M. Jarboe and Elijah Lott be appointed administrators of the estate of the said Philip Jarboe deceased upon their entering into bond with security according to law.

Ordered that proof of the value of the Personal property belonging to the estate of the said Philip Jarboe be now taken. Thereupon the said Henry M. Jarboe and Elijah Lott made oath that the value of the personal property belonging to the estate of the said Philip Jarboe does not exceed the sum of Twenty five Hundred dollars to the best of their knowledge and belief.

Ordered that the said affidavit be placed on file

Ordered that the penal sum of the administrator's bond be Five Thousand dollars. Thereupon the said Henry M. Jarboe and Elijah Lott presented a bond in the above named penal sum with John Allen and Job Collins as their securities which being examined and approved.

It is ordered that the same be filed and recorded.

Ordered that a warrant of appraisement now issue directed to three disinterested persons, to appraise the personal property belonging to the estate of the said

Philip Jarboe deceased.

Ordered that Beverly W. Holliday, Smith Post and John Peter be appointed said appraisers.

3 Ordered that the oath required by law be now administered to said administrators, which was accordingly done.

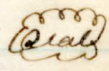
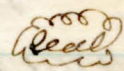
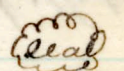
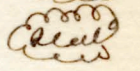
Ordered that said affidavit be placed on file.
D. M. Woodson, Probate
Justice of the Peace.

Copy of Administrators Bond.

Know all men by these presents, That we Harvey M. Jarboe, Elijah Lott, John Allen & Job Collins of the County of Greene and State of Illinois are held and firmly bound unto the State of Illinois in the penal sum of Five Thousand dollars current money of the United States which payment well and truly to be made and performed, we and each of us bind ourselves, our heirs, executors, administrators and assigns jointly, severally, and firmly by these presents, witness our hands and seals this 6th day of March A.D. 1839.

The condition of the above obligation is such, that if the said Harvey M. Jarboe and Elijah Lott administrators of all and singular the goods and chattels, rights and credits, of Philip Jarboe deceased, do make or cause to be made a true and perfect inventory of all and singular, the goods and chattels, rights and credits of the said deceased, which shall come to the hands, possession or knowledge of them the said Jarboe and

4 Lett as such administrators, or to the hands of any person or persons for them and the same so made, do exhibit or cause to be exhibited to the Probate Justice of the Peace for the said County of Lyne, agreeably to law, and such goods and chattels, rights and credits, which shall be found remaining upon the account of the said administrator, the same being first examined and allowed by the Probate Justice of the Peace shall deliver and pay unto such person or persons, respectively as may be legally entitled thereto, and further do make a just and true account of all their acts and doings therein, when thereupon required by the said Probate Justice of the Peace and if it shall hereafter appear that any last will and testament was made by the deceased and the same proved before the Probate Justice of the Peace and letters testamentary or of administration be obtained thereon and the said Henry M. Jarboe and Elijah Lott do, in such case, on being required thereto, render and deliver up the letters of administration granted to them as aforesaid, and shall in general do and perform all other acts which may at any time be required of them by law, then this obligation to be void, otherwise to remain in full force and virtue

Signed sealed and acknowledged	{	Henry M. Jarboe	
in presence of and approved by	{	Elijah Lott	
Witnessed this 6 th day of March 1839	{	John Allen	
D. M. Woodson, Probate, J. P.	{	Job Collins	

State of Illinois }
Lyons County } Sp.

We do solemnly swear or affirm that we
will well and truly, administer all and singular
the goods and chattels, rights, credits and effects
of Philip Jarboe deceased and pay all just
claims and charges against his estate so far as
his goods chattels and effects shall extend and
the law charge us and that we will do and per-
form all other acts required of us by law to the
best of our knowledge and abilities.

5. Subscribed and sworn to before
me this 1st day March 1839 } Harry M. Jarboe,
D.M. Woodson, Probate, J. P. } Elijah Lott,

Copy of Endorsement of the Bond,
P. Jarboe dec. Adminrs Bond.

Filed March 1st 1839

D.M. Woodson

Probate, J. P.

Copy of Administrators Affidavit.
Harry M. Jarboe and Elijah Lott make oath that
Philip Jarboe late of Lyons County, Illinois, de-
parted this life on or about the 8th day of February
1839, and that he died intestate leaving personal
Property in this State to the best of their knowledge
and belief.

Harry M. Jarboe,
Elijah Lott,

Harry M. Jarboe and Elijah Lott make oath that

Catharine Jarboe the widow of Philip Jarboe deceased
relinquishes her right to administer on the
estate of her deceased husband and that the for-
mer is the son and the latter the son in law of
the said Philip Jarboe deceased and therefore
pray that letters of Administration might be
granted to them on the said estate.

Copy of Endorsement on Affidavit Harvey M. Jarboe,
Philip Jarboe ac Admrs affd. } Elijah Lott,
Filed March 1st 1839,

A. M. Woodson Probate. J. P.

6 Harvey M. Jarboe and Elijah Lott make oath that
the value of the personal property belonging to the
estate of Philip Jarboe deceased does not exceed the
sum of Twenty five Hundred dollars to the best of
their knowledge and belief.

Harvey M. Jarboe
Elijah Lott

Copy of Endorsement on the above Affidavit
P. Jarboe Dec. Admrs affd.,
Filed March 1st 1839

D. M. Woodson. Probate. J. P.

Copy of Letters of Administration
State of Illinois }
County of Greene } ps.

The People of the State of Illinois. To All
to whom these Presents shall come Greeting, Know ye
that whereas Philip Jarboe of the County of Greene and
State of Illinois died intestate as it is said, on

or about the eighth day of February A.D. 1839, having
at the time of his decease personal property in this
State which may be lost destroyed or diminished
in value if speedy can be not taken of the same,
to the end therefore that the said property may be
collected and preserved for those who have a legal
right or interest therein, we do hereby appoint Warren
M. Jarboe and Elijah Lott of the County of Greene
and State of Illinois Administrators of all and
singular the goods and chattels rights and credits
which were of the said Philip Jarboe at the time of
his decease, with full power and Authority to secure
and collect the said property and debts where-
7 soever the same may be found in this State and
in general to do and perform other acts which
now are or hereafter may be required by law.

Witness David My Woodson Probate Justice
of the Peace in and said County of Greene
at his office in Carrollton this 1st day March
A.D. 1839

D. M. Woodson. Probate
Justice of the Peace.

Copy of Appraisement Bill.

A full & perfect Inventory of the goods, Chattels &
personal Estate Philip Jarboe late of the County of
Greene as presented to the undersigned B. W. Hol-
liday. John Peter and Smith Post appraisers ap-
pointed by the probate Court of said County by Warren
M. Jarboe & Elijah Lott. Administrators of said

Estate this 22^d day of March 1839

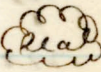
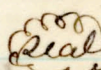
4 Yearlings ea 300	12 00
1 Red & white cow & calf	12 00
1 Blk & white " "	12.00
1 Dun cow	15 00
1 Bay filley 3 years old	55 00
1 " Horse 4 " "	75 00
1 Blk filley 3 " "	50.00
1 Bay Colt 1 " "	30.00
1 White cow	8 00
1 Sow & Shoat	6.00
1 heavy plow	3 00
8 1 Shovel plow	15 0
Chairs & Stretchers	3 00
1 Cow & calf	18.00
1 Heffer	16.00
1 Cow & calf	18.00
1 calf & calves	8 00
1 Cow	15 00
1 Ox Wagon	50.00
1 Log chain	4.00
A lot of Hogs about 120 more or less	300.00
1 Rutia boar	10.00
1 yoke of Brindle oxen	75 00
1 " " Blk "	70.00
1 " 3 year old Steers	80 00
1 Bull	25 00
1 White cow	15 00

	1 Cow & calf	15 00
	1 Cow line Back	18 00
	1 Dapple Gray	15 00
	1 Cow red Neck	15 00
	1 Cow Red	16 00
	1 Speckled Cow	15 00
	1 Cow & calf	18 00
	1 Speckled Cow	14 00
	2 2 year old Steers	35 00
	1 " " " "	9 00
	1 3 " " "	18 00
	1 3 " " "	13 00
9	1 3 year old Steer	18 00
	1 2 " " "	9 00
	1 3 " " "	10 00
	1 2 " " "	8 00
	1 3 " " " Belk	9 00
	1 2 " " " Red	7 00
	1 2 " " " "	7 00
	1 2 " " " "	6 00
	1 2 " " " Heifer	7 00
	1 2 " " " "	11 00
	1 2 " " " "	8 00
	1 2 " " " "	6 00
	1 2 " " " "	7 00
	1 1 " " " Steer	3 00
	1 1 " " " "	2 00
	1 1 " " " "	3 00
	1 1 " " " Heifer	3 00

	1	1 year old Heifer	4 11 11
	1	" " "	2 50
	1	1 " " Steer	3 00
	1	1 " " "	3 50
	1	1 " " "	3 50
	1	1 " " "	4 11 11
	1	1 " " Heifer	3 50
	1	2 " " "	9 11 11
	1	3 " " Steer	12 00
	1	Red Cow 1 Horn Lewis	14 11 11
	1	3 Year old Blk Steer	15 00
10.	2	Stacks Oats	30 00
	1	Wind Mill	15 00
	2	Pitchforks & 1 1/2 Bushel	12 5
	1	Woe	50
	2	Reef Hooks	30
	1	Wrought Chain	5 00
	1	Wire "	3 00
	1	" "	3 00
	1	" "	4 00
	1	Cross Cut Saw	8 00
	1	Woe	75
	1	Scythe & Snathe	17 5
	1	Crib of Corn	45 00
	1	Yoke Ring & Staple	2 00
	2	Axes & Handles	2 50
	1	Wedge	1 00
	1	plow Shear	1 00

	6 pieces Scantling	1 50
	1 Yoke Ring & Staple	1 00
	1 Mattock	1 50
	1 Cradle & Scythe	2 00
	1 Ring & Staple	1 25
	1 " "	1 25
	1 Plow	4 50
	1 Lot of Tools	4 00
	1 Pr Saddle bags	1 50
	1 Saddle	10.00
	1 "	5 00
11.	1 Short Rifle	15 00
	1 Long "	12 00
	4 Beegums	12 00
	1 Narrow-Iron Tooth	1 25
	1 Plow-stock & Shear & Clevis	4 50
	1 Roan Horse - Van Burin	65 00
	1 Bay Man & Colt - 6 years old	100.00
		<u>1742.30</u>

Given under our hands and seals
this 22^d day of March 1839.

B. W. Holliday 
Smith Post 
John Peter 

Appraisers

State of Illinois }
Grune County } Pt. The People of the State of Illinois
to Beverly, W. Holliday, Smith Post & John Peter of
the County of Grune and State of Illinois greeting.
This is to authorize you, jointly to appraise the

goods, Chattels and personal estate of Philip Jarboe late of the County of Grune and State of Illinois deceased, so far as shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an appraisement bill of said goods, chattels and personal estate by you appraised, in dollars and cents and in the said bill of appraisement you are to set down in a column or columns opposite to each article appraised, the value thereof.

12

Witness David M. Woodson
Seal Probate Justice of the Peace for the
said County of Grune at his office
in Carrollton this 1st day of March A.D. 1839
D.M. Woodson Probate J.P.

State of Illinois }
Grune County }

We and each of us do solemnly swear that we will well and truly without partiality or prejudice value and appraise the goods and chattels and personal estate of Philip Jarboe deceased so far as the same shall come to our sight and knowledge, and that we will in all respects perform our duty as appraisers to the best of our skill and judgment.

Subscribed and
sworn to before me this 22^d day of March 1839

Elijah Latt. J. P. } B. W. Holliday Seal
 Smith Post Seal
 John Peter Seal

Endorsed as follows,

Appraisement List of the personal property of P.
 Jarboe Dec, Filed June 19th 1839

D. M. Woodson. P. J. P.

13

Copy of Sale Bill.

A list of the sale of the goods and chattels belonging to the
 Estate of Philip Jarboe late of Greene County, deceased,
 sold at public vendue by the undersigned Adminis-
 trators of said Estate on the 28th day of March 1839.

Purchasers' Names	Property	Price.
William Jarboe	1 lot of Harness	5.62
William Henderson	1 " " "	2.50
William Hart	Grass Scythe & Snath	1.37 1/2
" " "	Scythe & Cradle	1.50
David Wilson	Feed Trough	.25
David Crist	Scythe & Snath	1.37 1/2
John P. Henderson	Ring & Staple	.62 1/2
" " "	" "	.56 1/4
A. S. Seely	Lot of old chains	8 1/4
Wynns Tolman	1 Log chain	2.00
James Williams	Or Yoke	8 1/4
James Ford	1 Log Chain	4.25
Azariah Smitten	1 Log chain	3.37 1/2
William Jarboe	1 Log chain	2.50
Brazilla Silkwood	1 Log chain	3.37 1/2
James Ford	Steel yards	1.25

	Purchasers Names	Property	Price.
	William Hart	1 Shovel	.62 1/2
	Alfred Hinton	Lot of Chains 10	.50
	John P. Henderson	Lot of Tools	3.00
	John Barrow	Iron Wedge	1.00
	William Henderson	1 Whiffletree	18 3/4
14	William Jarboe	1 Nae	.75
	" "	" "	1.00
	Alfred Hinton	1 Rife Gun	8.37 1/2
	William Jarboe	1 Plow	4.00
	" "	" "	4.50
	" "	" "	6.00
	Smith Post	1 Mattock	.75
	Jas Williams	1 Saddle	3.00
	Elijah Lott	1 pr Saddle Bags	1.00
	Jas Williams	1 pr Stratchers	2.12 1/2
	Brazilla Selkwood	1 Saddle	8.00
	William Jarboe	4 Bee Stands	10.50
	" "	3 Axes	1.75
	Isaac Redings	1 Shode plow	.75
	John Barrow	1 Bar Shear plow	.50
	James Ford	1 Ot Wagon	25.00
	William Jarboe	1 Iron tooth Harrow	5.00
	Jas. H. Henderson	Lot No 1, Hogs - 10 head	33.00
	William Jarboe	" " 2 " 14 "	57.50
	" "	" " 3 " 8 "	30.00
15	Jas H. Henderson	" " 4 " 14 "	51.00
	John P. Henderson	" " 5 " 18 "	58.25
	Carrolla Vangerson	" " 6 " 4 "	15.50

"	"	"	" 7 "	8 "	32.25-
B. W. Holliday	"	" 8 "	"	4 "	5.25
J. N. Hodges	1	Stack oats			11.12 1/2
William Cotten Jr	1	" "			13.00
Henry Howard	1	Tanning mill			11.00
A. O. Auten	1	Hay fork			.62 1/2
George Henderson	1	Half bushel measure			.44
Jesse Morrow	1	Hay fork			.25
"	2	Rup Hooks			12 1/2
B. Caldwell	20	bushels corn at No 1. at 27°			5.40
"	"	" " " " " 2 " "			5.40
Azariah Smiten	"	" " " " " 3 " 28			5.60
"	"	" " " " " 4 " "			5.60
B. L. Summers	"	" " " " " 5 " "			5.60
B. Caldwell	"	" " " " " 6 " 28 1/2			5.70
Azariah Smiten	"	" " " " " 7 " 28			5.60
William Jarboe	1	White Sow			11.00
"	"	" " "			6.00
B. Caldwell	"	" " "			12.50
Azariah Smiten	1	lot Hogs			56.00
G. A. Cordin	1	Red Heifer			7.00
Hiram Vangerson	1	White yearling			5.12 1/2
Rescarick Ayres	1	cow & calf			10.00
16. Wm E McColister	1	Red yearling			3.37 1/2
G. A. Cordin	1	Red & white calf			3.87 1/2
"	"	" " "			5.00
D. S. Suley & J. Hodges	1	horn Heifer			9.50
"	1	White cow & calf			13.12 1/2
"	1	Red Steer			12.00

Purchasers Names	Property	Price
D. S. Seely & J. Hodges	1 Cow & calf	15.00
Ezra Blake	1 white cow & calf	16.13
Rescanick Ayres	2 Steer calves	8.25
A. Swinton	1 Cow & calf	21.88
John Morrison	1 Black Cow	16.12 1/2
R. Ayres	2 Red spotted Steers	9.00
John Fowler	1 White Heifer	4.25
D. J. Seely & J. Hodges	1 white & black Cow	17.12 1/2
A. Potts	1 Red cow & calf	17.12 1/2
John Morrison	2 Red Steers	16.62 1/2
D. J. Seely & J. Hodges	1 Red cow & calf	18.62 1/2
A. Potts	1 Bull	20.12 1/2
D. J. Seely & J. Hodges	1 Red Cow	14.25
Henry Robley	1 Yoke Oxen	95.00
John Fowler	" " "	78.00
D. J. Seely & J. Hodges	1 Cow	14.00
H. Gorion	" "	19.25
W. E. M. Colister	4 Yearling calves	22.62 1/2
D. J. Seely & J. Hodges	1 Cow	15.75
" " " " "	3 Blk & Red Steers	23.25
17. " " " " "	2 Red "	37.00
" " " " "	1 Red Heifer	9.00
John Morrison	1 Dun Steer	17.12 1/2
D. J. Seely & J. Hodges	1 White Heifer	12.00
W. E. M. Colister	1 Red Steer	7.00
Wm Jarboe	1 Yoke Oxen	110.87 1/2
John Morrison	1 Red & white Steer	8.75

John Morrison	2 Steers	46.50
Azariah Smitten	1 Red Cow	23.25
D. J. Seely & J. Hodges	2 Red Steers	40.50
" " " " "	1 Black & white Cow	12.25
" " " " "	3 Steers	32.00
Azariah Smitten	1 Bay Horse 4 years old	75.50
John Peter	1 Bay Colt	28.50
D. A. Boroman	1 Blk Filley	61.00
William Jarboe	1 Bay Mare	70.00
" "	1 Roan Horse	63.00
E. Lott	1 Cow & calf	24.00
" "	1 Lot of Scantling	.50
William Jarboe	1 Rifle Gun	15.00
Total Amount of Sales		1751.92

Being \$9.63 cents more than the appraisement.

Endorsed } Harvey, M. Jarboe }
 Sale Bill } + Elijah Lott } Administrators.
 R. Jarboe. Dec. -

Filed June 19th 1839

D. M. Woodson P. J. P.

18. Probate Office, Carrollton August 7th 1840.

This day came Elijah Lott, administrator of the estate of Philip Jarboe deceased and made settlement touching his administration of said estate. The said administrators stand charged as per sale bill on file \$1751.92.

The said administrators are also entitled to the following credits.

To cash paid to in funeral expenses. S. B. Tindall \$14.00

To cash paid John Rose	18.67
O. B. Heaton	12.30
Gabriel Smith	4.00
C. B. Barton	17.38
Calvin Nagar	58.51
D. M. Woodson Probate fees	9.06
Joseph Eakin	2.41
John P. Henderson	12.00
Smith Post	7.25
William Battey	5.62
To cash paid to Chancery Lee	9.46
To cash paid David Wilson	74.64
Total amount of credit	<u>245.50³</u>
Total indebtedness	\$1751.92
From which deduct total credit	<u>245.50</u>
Leaves in hands of A. D. M. the sum of —	\$1506.72

Calvin Sumrell. Probate

Justice of the Peace,

19.

Copy of Samuel Tindall Act,

P. Jarbo's Estate

To Samuel Tindall Dr,

Feb 9th 1839 Making Coffin

\$14.00

Jan 17th 1840. Received payment of E. Lott
Administrator,

Samuel H. Tindall,

Endorsed Samuel Tindall's Receipt

\$14.00.

Copy of John Rose's receipt.

Received Jan 20th 1844 of E. Lott, Adm^r of P. Jarboe
deceased Eighteen $\frac{6}{10}$ Dollars in full of All demands.

John Rose.

Endorsed: J. Rose, Receipt.

Copy of O. B. Heaton, Act

Philip Jarboe,

1838. To O. B. Heaton Dr.

Aug ^t 30	To 1 Hat	4.00
Oct 20	" 1 pr Stockings	.38
" 26	" 1 Bed Cord	.44
Nov 6	" 1 pr Boots	2.50
" 7	" 3 yds White Flannel	2.25
" 10	" 1 Bed Cord	.44
" 27	" 5 lbs Coffee	1.11
" 29	" 2 $\frac{1}{2}$ " candle cricking	.81
Dec 11,	" 1 Doz Buttons	.10
" 12.	" 1 Trunk Lock	.38
	Amount due O. B. Heaton	12.39

20

Endorsed as follows,

1838 May 18th Presented proved and allowed,

D. M. Woodson, P. J. P.

January 16th 1844 Received payment in full of E.
Lott,

O. B. Heaton,

Copy of Gabriel Smith, Receipt.

Received Four dollars from H. M. Jarboe & E. Lott for
work done for P. Jarboe in the year 1838. March 23^d 1840

Gabriel Smith.

Endorsed as follows, G. Smith. Receipt \$ 4 00

Copy of C. B. Barton, Act.

P. Jarboe

April 1st 1838. To C. B. Barton Dr.

To Tuition \$ 15.00

August 7th To Tuition 14.00

To one Reader's Guide .87

Decem. To Tuition 12.33

March 29, 1839 To Tuition 21.00

63.70

Cr. by Cash & Store account 34.94

June 27th 1839 28.76

Cr by Store Account 11.38

17.38.

Jan 28th 1841 Received payment of E. Lott Adm^r in full. Endorsed. C. B. Barton's Receipt 1839 June 19th
C. B. Barton,

The within account was this day presented, proved and allowed,

D. M. Woodson, P. J. P.

21

Copy of Calvin Nagar. Account,

1838

Philip Jarboe

Account with C. Nagar.

Jan 18 To 8 pains Glass 6 $\frac{1}{4}$.50

" 1 pr Boots 2.50 - pr Shoes 1.50 4.00

" 31 " 1 Skins Silt 12 $\frac{1}{2}$ - 1 lb lead 12 $\frac{1}{2}$.25

Feb 11 " 4 Skins Silt 12 $\frac{1}{2}$ - 12 Skins thread .62 $\frac{1}{2}$

March 4 " 1 Set cups & Saucers .75

April 5	" balance on Molasses,	18½
	" 2½ lbs Coffee 50, 1 lb Nails 12½	62½
May 1,	" 1 Palm Nat 75, Ribbed 25	100
	" 1 pr Shoes 150, 1 lb Nails 12½	162½
	" 4½ yds fine linen 100	450
June 1	" 1 lb red lead 25 - qt linseed oil	75
	" 1 Vial Indelible Ink	50
	" Thred 6 ¾ yd Muslin 19	25
" 21,	" ¾ yd Dick 75 - ½ Salcratus 12½	87½
	" ½ quire paper - ½ quire do 19,	37½
	" 1 pr Shoes	125
July 3	" 5 Skeins Dick 12½	62½
	" 6 yds Muslin 25	150
	" 1 Brown 38, 2½ lbs Rice 10,	63½
	" 1 pr Shoes	144
	" ½ yd fine linen 150	75
	" 1 vial Godfrey Cordial	12½
August 10	" ½ lb Salcratus	12½
	" ½ " "	12½
	" 2½ lbs Rice 25, 3 Skeins Dick 37½	62½
	" 1½ doz Buttons	183
	" 1 pr Shoes	137½
August 24	" 3 yds Muslin	75
	balance on tin bucket	12½
	1 pr purnil Shoes	87½
	3½ lbs Rice	37½
	1 Vial Godfrey Cordial	12
	8 yds Rope	50
Sept 5	½ quire paper	883

	1 Bottle ink 12 ¹ / ₂ Brmn 37 ¹ / ₂	50
	1 lb shot 12 ² 1/4 lb Powder 12 ²	25
	Percussion caps	12 ¹ / ₂
	1 lb Sperm candles	50
	3 oz Prussian Blue 25	75
	3 " " " 25	75
	1 qt linseed oil	50
Oct 3	1 lb shot 12 ¹ / ₂ 1/4 Powder 12 ²	25
	1/2 lb Rope 18 ³ 10 panes Glass 6 ¹ / ₄	81 ¹ / ₄
	1 lb Sperm Candles	50
	1 pr Shoes	125
	1 pr do	100
	1 pr do	125
	1 pr do	87 ²
	1 Skin Silek	12 ²
	1 fourch Reader	100
	1 pr shoes 137 ² 1 do 87 ²	225
	2 1/2 yds Twilled cotton 25. 1 Bullon Jar 20	82 ²
	1/2 lb Salceeratus 12 ² 1/2 lb Nails 6 Skin Silek 12 ¹ / ₂ 1 lb	8
	Sperm candles 50	81 ¹ / ₄
		<u>427¹/₄</u>
23	Amount brot forward	427 ¹ / ₄
Nov 8	per order Hired Man	200
	2 lbs Sperm Candles 50	100
	1 quire paper 1/2 lb Starch 25	50
Dec 3	2 Skins Silek 12 ²	25
	1 Doz Buttons 18 ³ Skin Silek 12 ²	31 ¹ / ₄
	3/4 yd Caurass 50	37 ¹ / ₂

	1½ yd. cotton	25	37½
	½ yd black Cambric	25	12
	15 buttons 44	6 Skins Silk 12	118³
	½ yd Padding 3¼	½ do Cambric 25	56
	1 Skin Silk 12	4 panes Glass 6¼	37½
Jan 4	2½ yds Flannel	75	187½
	One plate 6" pr shoes	150	156
	1 set plates 75	balance on shoes 25	109
	½ lb Saleratus 12	½ quire paper 18	31¼
	4 lbs loaf Sugar 25	2 lbs Sticks 12	125
	2 plates 12	¼ lb powder 50	37
	1 lb Shot 12½	1 lb lead 12	¼ lb Pepper 14
Feb 1 st	1 Skin Silk 12	6 yds Muslin 3¼	200
			58 51'

Received Feb 7th 1840 the full amount of the above
account of E. Lott, Administrator,

Calvin Nagar.

Endorsed as follows.

P. Jarboe's Account. Allowed Oct 23^d 1839

C. Tunnell, P. J. P.

24.

Copy of D. M. Woodson Act

1839 P. Jarboe's Admrs (W. M. Jarboe & Elijah Lott)

To D. M. Woodson Dr.

To issuing letters &c

\$9.16¼

1840 Jan 29th Recd the above in full of E. Lott Esq.

D. M. Woodson.

Endorsed, P. Jarboe ac \$9.16¼

Copy of Joseph Eakin Account.

Philip Jarboe

Dr To Joseph Eakin.

This January 15 th 1838	1 Eclectic 2 nd Reader	0.25
" 18 th 1838	1 " 3 rd "	0.38
2 March 19 th "	1 Lott Lasting Buttons	0.31 $\frac{1}{4}$
" " "	2 $\frac{1}{2}$ yds Calico 31 $\frac{1}{4}$ pr	0.78
" " "	$\frac{1}{2}$ yd Silk 137 $\frac{1}{2}$	0.69
		2 41 $\frac{1}{4}$

Feb 3^d 1840 Recieved the above account of E. Lott Admr
Joseph Eakin.

Endorsed, Philip Jarboe, Allowed October 23rd

Calvin Tunnell, P. J. Peace.

Copy of John P. Henderson Act.

Philip Jarboe In Act

with John P. Henderson,

To Horse services rendered 1834 \$12.00

Recieved payment of E. Lott Jan 22nd 1841

Endorsed \$12, P. Jarboe afc } John P. Henderson

John P. Henderson Account } Allowed January 6th 1841

C. Tunnell. P. J. Peace.

25. Copy of Smith Post account vs P. Jarboe.
Philip Jarboe

Dr To Smith Post.

June	To one Boar Pig	\$5.00
Sept	To nine Bushels Oats at 25	2.25
		7.25

Endorsed as follows.

Smith Post Account, Allowed Oct 23 1839

Calvin Tunnell P. J. Peace.

Copy of Chauncey Lee, Receipt,
Received Jan 3^d 1840 of E. Lott Admr of P. Jarboe
deceased, Nine Dollars and forty six cents,
Chauncey Lee,

Endorsed, C. Lee, Receipt \$9.46.

Copy of William Batty, Account,
P. Jarboe

To William Batty Dr

To stacking wheat & oats, 4½ days 562²
Mr Tunnell will allow Mr Batty to swear to the above
account, Nov 28th 1839, E. Lott, Admr

Endorsed as follows.

William Batty, Receipt,

Allowed November 29th 1839,

Calvin Tunnell P. J. Peace.

26.

Copy of David Wilson, Receipt,

Received of E. Lott & H. M. Jarboe, Admr of P. Jarboe
deceased, seventy four Dollars and sixty four cents on
an Execution in the hands of the Sheriff of Grine
County against the Estate of the said Dec^d in my
favor. July 28th 1840.

David Wilson,

Endorsed David Wilson, Receipt \$74.64.
Probate Office, Carrollton, August 23^d 1841.

This day Elijah Lott administrator of Philip
Jarboe presented an Inventory of notes and ac-
counts belonging to the said estate, amounting to
the sum of \$1050.15, signed by said administrators
which being examined and approved, it is ordered

that the same be filed,

Calvin Tunnell, Probate Justice of the Peace,
Copy of Inventory of Notes & Accounts referred to in
above order. Amount of Notes & Accounts due the
Estate of P. Jarboe Dec^d, March 28th 1839.

2 Notes on Smith & Smersten unavailable	1,000.00
One on C. Gregory	300.00
Due Bill on John Westrope	1 86
Acct on D. Wilson (unavailable)	16.81
" " E. Lott	54.11
B. L. Summers (unavailable)	13.63
R. B. Hughes (Do)	17.48
J. S. Benear	1 38
Smersten & Smith (unavailable)	23.59
Smersten & Smith (Do)	70.00
	1050.15

E. Lott, }
W. M. Jarboe } Admr^s

27. Endorsed as follows, to wit.

P. Jarboe, Inventory of Notes Filed August 23^d 1841.

C. Tunnell, P. J. P.

Copy of Settlement.

August 23^d 1841. This day came Navvy Jarboe and
Elijah Lott, administrators of Philip Jarboe and
made a settlement, touching their administration
of the said Estate, whereby the said Administrators
appear to be charged as follows.

To balance due on last Annual Settlement, \$1506.72

To Inventory of Notes & Accounts on file 1050.18
 Total Indebtedness 2056.87

The said Administrators are entitled to the following credits,

To cash paid William & James H. Henderson	\$ 6.00
" " " Chester Snallow	31.57
" " " A. R. Rankin	200.00
" " " Isaac Hodge	3.75
" " " John B. McIntosh	20.00
" " " Wilson J. Drisk	13.67
" " " B. Silkwood	2.50
" " " Corporation of Whitehall. Tax	4.00
" " " County & State Tax	12.11
" " " O. B. Neaton	18.00
" " " Aaron Nicks	3.00
	<u>316.57</u>

Leaving in hands of Administrators 1741.30

Calvin Tunnell. Probate
 Justice of the Peace.

28

Copy of W. & J. H. Henderson. Act.

Mr. Philip Jarboe

1838.

To W. & J. H. Henderson Dr

To season 1 Mar. \$ 6.00

Received payment this 12th Septm 1840 of E. Latt.
 James H. Henderson.

Endorsed as follows.

W^m & Jas Henderson's Receipt.

1839 July 29th. The within was this day presented and
 allowed.

D. M. Woodson. Probate

J. P.

Copy of C. Smallon's Receipt.

Rec'd of P. Jarboe (deceased) by Hodges & Jarboe Thirty
one dollars & 57 cents to apply on my a/c against him.
Whitehall Aug 14, 1839

C. Smallon,

Endorsed C. Smallon's Receipt.

Copy of A. R. Rankin's Receipt.

Received of E. Lott, Admr of P. Jarboe Dec^d two
hundred Dollars which is credited on a note I
hold against said P. Jarboe's Estate with H. M.
Jarboe & John Peter security. Nov 10th 1841

A. R. Rankin,

Endorsed A. R. Rankin's Receipt \$200.

Copy of Isaac Hodge's Act.

Philip Jarboe Dr

To Isaac Hodge,

Feb 3 ^d 1837	To mending Son's boat	50
	To making a pair of shoes	62 ²
	carried over	112 ²
29.	Am't brot forward	112 ²
April 8	To a shoe for William	112 ²
18	To mending	37 ²
May 22	To a shoe for William	112 ²
		3.75

Mr Sumner, you can permit Mr Hodge prove
the above account Feb 4th 1841. E. Lott Admr
1841 Feb 27. Proved and allowed.

Due Dodge \$1,38 ³/₃ C. Tunnell.

Endorsed, J. M. Dodge's Receipt \$3,75

Paid on the within,

Copy of J. B. McIntosh Act.

Philip Jarboe,

To J. B. McIntosh Dr.

Coat for William 850

Blue pants for Son Alfred 200

Black Coat for Alfred 750

Pants for William 200

Nov 2nd 1840 Received payment, 20.00

John. B. McIntosh.

Endorsed, P. Jarboe's Account,

Proved and Allowed Oct 20th 1840

Oct 21st 1840 Rec^d of E. Lott on } C. Tunnell,
the within \$13.35 }

The Judge of Probate can permit J.
B. McIntosh ^{to testify} to the within Account Oct 3^d 1840,

E. Lott. Admr

30

Copy of W. J. Drisk Act.

P. Jarboe

To W. J. Drisk Dr.

1834, 7, 8, To amount of School & Medical account
\$13,67²

Endorsed,

P. Jarboe To Drisk, a/c \$13,67²

Proved by the oath of the claimant Feb 11th 1840

Calvin Tunnell, Probate Justice of
the Peace,

Copy of Barzelle Sickmord,
Philip Jarboe

To Barzelle Sickmord Dr.

To wintering one cow 250

Endorsed, B. Sickmord, Receipt \$2.50

Proved and allowed April 7th 1841,

L. Tennell,

Copy of Corporation of Whitehall Tax Receipt,
Received Feb 3^d of E. Lott adm^r of P. Jarboe Dec, six
dollars in full of his corporation tax on $\frac{1}{2}$ of Lot No 10,
93 & $\frac{1}{4}$ of Lot 15 and the whole of Lot No 11,

W. Lott Jr. Collector,

Endorsed,

Estate of P. Jarboe tax Receipt vs Corporation,

31.

Copy of State & County Tax,

State of Illinois } Collector's Office 1840
Grüne County } ^{20.} Received of William P. Jarboe \$12.10
the amount of Taxes due from him on \$2420 the value
of his property taxed, his Real Estate described in the
tax list being as follows to wit,

80 A S $\frac{1}{2}$ N E S 3 T 11 R 12 valued at \$640

84 $\frac{1}{4}$ M A N $\frac{1}{2}$ N W S 3 T 11 - 12 - 640

80 A S $\frac{1}{2}$ N W S 3 - 11 - 12 640

Lots in Whitehall No 40 $\frac{1}{2}$ 10 $\frac{1}{2}$ 93 & $\frac{1}{4}$ 15 500

D. Pinkerton C. C. C.

Endorsed as follows, W. P. Jarboe \$12.10

Rec^d of the within Eight Dollars in city orders paid A. Patto

D. Pinkerton C. C. C.

Received of E. Latt Esqr four dollars and ten cents
of the within April 9th 1841

D. Pinkerton. l. l. l.

Copy of C. B. Heaton. Account.

Philip Jarboe

To C. B. Heaton Dr

February 1th 1839 To night visit to self mileage 100 - 900

" Consultation with Dr. B. B. B. 500

7 " Attention during the day and
visits from Whitehall 400

December 3rd 1840 Received payment in full
by the hands of Elijah Latt. 18.00

Endorsed. Philip Jarboe 18.00 } C. B. Heaton,

Proved and allowed Jan 25th 1840

C. J. J. P. J. Peace,

32.

Copy of Aaron Nicks Account.
Philip Jarboe

Dr To Aaron Nicks,

December 8 1839 for hauling from Bridgeport \$ 3.00

Endorsed

Proved and allowed April 20th 1840

Calvin Tunnell P. J. P.

Probate Office, Carrollton February 12th 1842.

This day came Hanny Jarboe and Elijah Latt. Adminis-
trators of Philip Jarboe and made a settlement as
follows to wit. The said Administrators stand charged as
to balance in their hands on last annual settlement,

\$1740.30,

They also claim the following credits to wit,

To cash paid Gideon Frost & Co \$4017.47
 To cash paid Godard & Gleason 640.35
 To Amos Walker & Co 1258.41

Total credit claimed 5916.23

When deducted leaves in favor of the 1744.39
 said Administrators the sum of 4175.93

Calvin Tunnell, Probate
 Justice of the Peace.

Copy of Note of Gideon Frost & Co.

\$1514.²²/₁₀₀ On or before the fifteenth day of March next
 we promise to pay at the Branch of the State Bank of
 Ips at Alton to the order of Gideon Frost & Co, N.Y. Fifteen
 hundred & fourteen ²²/₁₀₀ Dollars value Recd when paid to
 apply on Note 8th mo 19th 1836. Whitehall Dec Jan'y 27th 1838.
 Philip Jarboe & Son,

33

Upon which is the following Endorsements.
 Pay to the order of S. Ryder & Co.

Gideon Frost & Co
 pr H. N. Seaver.

Alton Dec Jan'y 29th 1838 Recd on the within Note Forty
 Eight ⁴³/₁₀₀ Dollars.

Gideon Frost & Co
 pr H. N. Seaver.

May 3 1838 Received nine Hundred and thirty Dollars,

P. Jarboe & Son.

1514.22
 60 56 Et
1574 78
 cr 48 43
1526 35
 March 15 / 1838

\$930-

S. R. & Co

1840 August 11th Presented
 and allowed

Calvin Tunnell, P. J. P.

\$2337.³⁹/₁₀₀

On or before the fifteenth day of April next
we promise to pay at the Branch of the State Bank of
Alton to the order of Gideon Frost & Co. N.Y.
Three hundred & thirty seven ³⁹/₁₀₀ Dalls. value Recd
when paid to apply on original Note of 8th and 19th 1836,
Whitchall Ills. Jan'y 27th 1838,

Philip Jarboe & Son.

We do hereby promise to arrange the exchange on the above
notes for \$1514.²²/₁₀₀ and \$2337.³⁹/₁₀₀ Dalls between New York
and Alton and forward the same to Gideon Frost & Co
when paid.

Philip Jarboe & Son.

Whitchall Ills. Jan'y 27th 1838.

34 Mr Sparr will please not surrender the above note till
the exchange is duly arranged on both Notes. Amt of which
is 3851.61 & oblige

S. Ryder & Co.

Endorsed as follows to wit.

P. Jarboe & Son
2337.³⁹/₁₀₀
9348
2430.⁸⁷/₁₀₀
April 15, 1838
Not paid

Pay to the order of S. Ryder & Co.
Gideon Frost & Co
for H. N. Seaver.

1841 August 10th Presented and allowed

Calvin Tunnell P. J. P.

Copy of J. D. Fry Shff Receipt.

Godard & Gleason

vs

H. M. Jarboe

Received of E. Latt for H. M. Jarboe Six
hundred twenty eight Dollars and sixty four cts the

amount in full satisfaction of an Execution issued in the
above case, Carrollton September 13th 1839,

J. D. Fry Shff. G. C.

Endorsed Goddard & Gleason Receipt,

Copy of Fee bill,

Goddard & Gleason vs Philip Jarboe & M. Jarboe,

1838 August fel pre & dec 12 $\frac{1}{2}$ tak of filg cast bond 31 $\frac{1}{4}$ - 43 $\frac{3}{4}$

Desq of filg Sums 56 $\frac{1}{4}$ Dak 12 $\frac{1}{2}$ ord for al 25 93 $\frac{3}{4}$

Contn 25 Desq & filg al Sums 56 $\frac{1}{4}$ 81 $\frac{1}{4}$

Nov Dak 12 $\frac{1}{2}$ (1839 April) Dak 12 $\frac{1}{2}$ ord to abate as to

P. Jarboe 25 50

1839 April Sng to filg affdt 18 $\frac{3}{4}$ Ent mto to divs 25 43 $\frac{3}{4}$

ord for al 25 cont 25 Desq & filg al Sums 56 106 $\frac{1}{2}$

35 August filg 2 pleas 12 $\frac{1}{2}$ intq agns for cort to try 25 37 $\frac{1}{2}$

Judgt 25 do cost 25 filg note 6 $\frac{1}{4}$ 56 $\frac{1}{4}$

Desq Ex 50 Dak 12 $\frac{1}{2}$ int Ret 12 $\frac{1}{2}$ filg 6 $\frac{1}{4}$ 81 $\frac{1}{4}$

Ent dat 25 Bill cost 37 $\frac{1}{2}$ 62 $\frac{1}{2}$

6,56 $\frac{1}{4}$

Docket fee 2,50

Shff Wood Serry Sum 50 incl 65 1,15

" Fry al Sums 50 incl 75 Ret 12 $\frac{1}{2}$ 137 $\frac{1}{2}$

A Copy from the Fee Book 11,71 $\frac{1}{4}$

M. O. Bledsoe Clk.

Endorsed

Received the amount in full on the within fee bill.

Carrollton Sept 13th 1839

J. D. Fry Shff. G. C.

Copy of Note of Amasa Walker & Co.

\$1241.77.

Whitehall July 26 1838

On the first day of November next the subscribers jointly and severally promise to pay to the order of Amasa Walker Esq. Twelve hundred and forty one 7/10ths of Dollars at the Branch of the State Bank of Illinois at Alton without defalcation or discount for value received.

Endorsed

\$1241.77

35.17 Int to 20 April 1839

1276.94

Philip Jarboe & Son

George Henderson

Elijah Lott,

P. Jarboe & Son & others

1241.77

No 4/38

36. Credit the within note by Six Hundred Dollars April 18th 1839 by order of Treat & Campbell Attorney.

D. M. Woodson,

Received of E. Lott Esqr seven hundred & nine Dollars & twenty cents the balance due on the within Note.

D. B. Campbell for

Treat & Campbell,

37. Probate Office Carrollton June 20th 1842.

This day Job Collins filed his petition praying that Harry M. Jarboe and Elijah Lott Administrators of Philip Jarboe be required to give counter security or security to bear him harmless,

Ordered therefore that a citation now issue.

Thereupon a citation issued returnable on the 27th day of June 1842 delivered to Petitioner.

1842. June 27th 1842. The said Administrators to wit
Harvey M. Jarboe and Elijah Lott appeared and
acknowledged the service and admitted that on the
trial ^{that} they had not complied with the law in selling
property belonging to the estate which circumstances
connected with others in relation to their neglect
of duty, it is considered that the security has suf-
ficient cause for uneasiness and entitled him to
relief.

Ordered therefore that the said administrators
enter into bond in the penal sum of Three thousand
Dollars with sufficient counter security to bear him
the said Job Collins harmless.

Ordered also that the said bond
be executed within Ten days from this date.

Calvin Sunnell Probate

Justice of the Peace.

Probate Office, Carrollton July 4th 1842.

This day Elijah Lott and Harvey M. Jarboe ad-
ministrators of Philip Jarboe presented a bond in
the penal sum of three thousand Dollars with Chester
Snallow, B. W. Halliday and A. S. Seeley, Charles Ingory
as their securities to bear Job Collins harmless ac-
cording to an order of the Probate Justice of the
Peace made on the 27th day of June A. D. 1842 which
bond being examined and approved it is

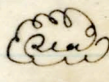
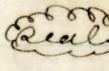
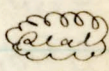
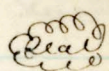
Ordered that the same be recorded and filed.

Calvin Sunnell P. J. P.
+ Elijah Lott, Chester Snallow, B. W. Halliday + A. S. Seeley +

* Copy of Bond filed July 4th 1842. There are all men by their names
that are Harvey M. Jarboe +

Charles Gregory of the County of Greene and State of Illinois
are held and firmly bound unto the People of the State of
Illinois in the penal sum of three thousand Dollars
current money of the United States which payment
will and truly to be made & performed, we & each
of us bind ourselves, our heirs, executors, adminis-
trators & assigns jointly severally & firmly by these
presents. witness our hands & seals this 4th day of July
1842, the condition of the above obligation is such that
whereas the above bounden Harvey M. Jarboe & Elijah
Lott administrators of the goods & chattels, Rights and
credits of Philip Jarboe Dec. has heretofore executed a
bond payable to the People of the State of Illinois
& conditioned for the discharge of their duties as
administrators as aforesaid which said bond bears
date on the sixth day of March, A.D. 1839 and whereas
by an order of the court of Probate made on the 27th
day of June 1842 other bond & security has been
required of the said Administrators, Therefore if
the said Administrators shall well truly keep and
perform the duties of the bond first given as aforesaid
in all respects according to Law and shall in all
respects have performed & shall continue to perform
the duties of their office aforesaid, then this obligation
to be void, otherwise to remain in full force & virtue.

In presence of {
William Carlin }
Alfred Ninton }
W. Catter Jr. }

Harvey M. Jarboe 
Elijah Lott 
Chester Mallon 
B. W. Halliday 

Approved Calvin Tunnell
Probate Justice of the Peace

A. S. Seely Seal
Charles Gregory Seal

39.

Endorsed,

Philip Jarboe bond filed July 14th 1842. Counter Security.
Recorded Book A. page 342.

Calvin Tunnell. Probate Justice of the Peace.
Copy of list of Lands & Lots.

A List of the Lands belonging to the Estate of Philip
Jarboe deceased.

The North East quarter of Section No three
Township Number eleven North Range twelve West, and the
North West quarter of Section No three Township Number
eleven North Range No twelve of the third principal
meridian. Also Lots Number eighteen & forty five in the
town of Bridgeport, Scott County Illinois. Also Lot Num-
ber forty in the town of Whitehall, Greene County Illinois.

Also the North East quarter of Section Number twenty
Township No five North Range four East, being in
the Military tract and owned by Rud from D Rodes
containing one hundred & sixty acres.

E. Latt }

N. M. Jarboe } Administrators.

Endorsed.

A List of Land belonging to the Estate of Philip Jar-
boe deceased.

Filed July 23^d 1842.

C. Tunnell P. J. P.

Copy of Inventory filed July 23^d 1842.

Notes due the Estate of P. Jarboe Dec. and Accounts,

James Beard's Note \$112²

78 bus of Wheat sold to Rickart & Higbee 39 09

40 33 1/2 lbs Hides at 8 cents 34 88

Hides & wheat not appraised.

E. Lott & }
H. M. Jarboe } Admr

Endorsed.

P. Jarboe. Inventory of notes, Hides & wheat filed July
23rd 1842.

C. Tunnell P. J. P.

Probate Office. Carrollton July 18th 1842.

This day came Robert B. Allen, Administrator of John
Allen Esqr and suggested that his Intestate in his life
time was security for ~~Namoy~~ M. Jarboe and Elijah Lott
administrators of Philip Jarboe and that the said
administrators were ^{^a} mismanaging the said estate and
filed his petition for relief praying that they should be
required to give bond de novo. Therefor a citation
issued returnable on the 23rd inst 11 O'clock A. delivered to
petitioner.

1842 July 23rd. Citation and subpoena returned served by S. J.
Mayo Const. fees \$3.53. Witness fee William Jarboe \$100.50

Witness omitted fees. } " Alfred Jarboe " 50

Remittance signed by only one witness for aid } " Lewis Jarboe " 50

The said Administrators also appeared and agreed to give
Counter security by the first day of August 1842.

Ordered that the penal sum in said bond be \$2000.00

Calvin Tunnell. Probate Justice of the Peace.

And that the said Administrators pay the costs,
41. Copy of Inventory Filed July 23^d 1842.
The following is a list of old notes belonging to the Estate
of P. Jarboe, Deceased, that have not been filed before and
are not available,

James Bowen Dated 8 th July 1831	}	\$ 150
William Stubblefield Aug 7 1829		251
Valentine Hampler		50
Josiah Botton Decr 22 nd 1831	}	300
J. T. Elliott Dated Oct 31 st 1834		111.25
J. T. Elliott Dated Nov 29 1834		13.11
		31.06

E. Lott,
Harry M. Jarboe } Administrators
Endorsed,

Old Notes.

Inventory of Philip Jarboe filed July 23^d 1842,
L. Sumrell, P. J. P.

Probate Office, Carrollton July 23^d 1842
This day came Harry M. Jarboe, and Elijah Lott, Administra-
tors of Philip Jarboe and presented an Inventory of Notes and
Accounts amounting to the sum of \$30.06 principal; these are
old Notes, all supposed to be fatal, signed by Elijah Lott,
and Harry M. Jarboe, Admr^s, which being ~~being~~ exam-
ined and approved, it is ordered that the same be filed.
The said Administrators also presented an Inventory of
Lands belonging to their intestate, signed by the said
Administrators which being examined and approved it
is ordered that the same be filed.

Calvin Tunnell Probate Justice of the Peace.

42. Probate Office, Carrollton July 23^d 1842.

This day Harvey M. Jarboe and Elijah Lott presented and Inventory of Notes, Hides and Wheat not appraised, belonging to the estate of Philip Jarboe amounting to the sum of \$75.00, signed by said Administrators, which being examined and approved, it is ordered that the same be filed.

Calvin Tunnell. Probate
Justice of the Peace.

P.S. The above orders should have been entered before the Inventories, but by reference to your Abstract, you overlooked them on the Record - they appear on Book 6, page 261.

43. Probate Office, Carrollton July 23^d 1842

This day Katharine Jarboe, widow of Philip Jarboe, filed her Petition praying that the letters of Administration heretofore granted to Harvey M. Jarboe and Elijah Lott might be revoked and alleges that they have mismanaged and wasted the assets of said estate and by their conduct have endangered their securities. Citation issued returnable on the 25th inst at 11 O'clock A.M. Delivered to William Jarboe July 23^d 1842. Citation returned, served by Hugh Jackson Sheriff. fee \$2.37.

1842 July 25th. The parties appeared and the defendants by their counsel prayed a continuance to enable them to have a fair trial.

Ordered therefore that the trial be continued to the 30th inst at 11 O'clock A.M.

July 30th. The parties appeared -

the Petitioner by her Counsel prayed continuance.

Ordered accordingly that a continuance be granted to August 15th 11 O'clock A.M.

Hugh Jackson fee \$ 237, A. M. Holliday, fee 223, W. P. Jarboe \$ 175

Upon motion of Pet, and on affidavit filed leave is granted to take the deposition of David Nelson in Scott County, David Nelson witness 2 days attendance, James Borden 2 days.

Copy of Bond filed July 31th 1842.

Know all men by these presents that in Harry M. Jarboe
Elijah Lott, J. P. Vedder, Henry Griswold of the County of
44. Boone and State of Illinois are held and firmly bound
unto the People of the State of Illinois in the penal sum of
Ten thousand Dollars current money of the United States.
The payment of which, we and each of us bind ourselves
our heirs, executors, administrators and assigns, jointly
severally and firmly by these presents, witness our hands
and seals this 23^d day of July A.D. 1842.

The condition of the above
obligation is such that whereas the above bound Harry M.
Jarboe & Elijah Lott, Administrators of the goods and chattels
of Philip Jarboe deceased has heretofore executed a bond
payable to the people of the State of Illinois and conditioned
for the discharge of their duties as Administrators as aforesaid
which said bond bears date on the day of A.D. 183
and whereas by an order of the Probate Justice of the Peace
made on the 23^d day of July A.D. 1842 other bond and
security is required of the said Administrators: now

therefor if the said Administrators shall well and truly
have kept and performed and shall well and truly keep
and perform the condition of the bond first given in all
respects according to law and shall in all respects have
performed and shall continue to perform the duties
of their office as aforesaid, then this obligation to be
void, otherwise to remain in full force and virtue.

In presence of

Elijah Latt

Seal

A. M. Halliday

Harry M. Jarboe

Seal

A. Davis

J. P. Vedder

Seal

Endorsed

Henry Griswold.

Seal

Philip Jarboe Counter Bond in case of R. B. Allen, Filed July
31st 1842, Recorded book A, page

Calvin Tunnell, P. J. P.

45.

Probate Office Carrollton February 6th 1844,
This day came Elijah Latt & Harry M. Jarboe Administrators
of the Estate of Philip Jarboe deceased and returned the following
vouchers of payment by them made as such administrators into
an account current which is disapproved, for the reason that
they have devastated and wasted the estate by paying out
the assets of the Estate in paying the debts of the firm of P.
Jarboe & Son, when those debts should have been paid by the sur-
viving partner of the firm and that out of the firm assets
and that it is manifest from a history of this administration
that there has been a design in the part of said Adminis-
trators to mismanage said Estate. Said account current
and vouchers ~~is~~ however ordered to be entered upon this
Record in substance just as they are without any design
on the part of this Court of approving the conduct of said

Administrators.

Administrators credited on last settlement for payments exceeding the assets in their hands as such Administrators made with this Court, February the 12th 1842 the

sum of \$4175.43

To Amount paid John W. Wilkinson Administrator 2118 30

" " paid James A. Spain 21 50

" " " Timothy Ladd 2 00

" " " William Yates 20 00

" Cost bill to Tunnell & others 6 50

" Printer's bill sued on by Esqr Knapp 15 51

" " " E. J. Fletcher 7 50

" " fee bill to G. D. Hodges 10 18 ³/₄

" " Woodson & Hodges fees 20 00

" " R. L. Doyle, Master in Chancery 10 00

46. To Amt paid Taxes for the year 1842 4 16

" " " R. L. Dodge Master in Chancery 20 00

Total Amount of payments as per vouchers filed herewith \$6394.58 ³/₄

and overpayments on last settlement also paid

with me this settlement by said Administrators 2 12 ¹/₂

Total Amount \$6396.71 ¹/₄

The said Administrators charge themselves sale of land \$2118.30

\$4278.41

There ~~is~~ many other charges that in Justice and Equity should have been made by said Administrators against themselves, had the said Administrators a design of accounting fairly according to the stipulations of their bonds, or oath taken; for instance the presumption cannot well be resisted that interest

has been collected by the said Administrators upon debts due the deceased as well as sale debts - there is some recent inventorying that appears to have been omitted in this settlement ^{and} and there have been abstracted from this Office all the Inventories sale & appraisement bills belonging to said Estate and it is supposed those papers would be material in making a final and fair settlement of the Administration of the Estate of Philip Jarboe deceased, it is therefore Ordered by the Court that the said Administrators return to this Office in due form of law a full and perfect inventory of all the property Real & personal belonging to Philip Jarboe at the time of his death with all convenient speed particularly his interest in the firm of P. Jarboe & Son.

Orders Change Bills found. Mathias S. Link Probate

Justice of the Peace,

47. Settlement of the Estate of P. Jarboe Dec. Feb 6th 1844

Amount rec^d of the adm^r of John P. Wilkinson Dec. on sale of land

\$2118.39

Paid J. P. Wilkinson's Adm^r

2118.30

Rec of William E. McOister for the sale of Real Estate

225.00

Paid James A. Paine

4.50

Paid Timothy Ladd

2.00

" William Yates

211.10

" Cost Bill of G. Tunnell & others fee bill

6.50

" Printers fee to Backnordman ~~quest~~ on before

Esqr Knapp

15.50

" E. F. Fletcher

7.50

" Fee Bill paid G. D. Hodges

10 18³

" Woodson & Hodges fees	20 00
" R. L. Doyle Master in Chancery clerks fee	14 11
" Taxes for 1842	4.16
" R. L. Doyle Master in Chancery	20 00
Amount as above collected for the Estate	\$2343.31
Amount paid out	2238 65
Amount due to estate as above	\$104.65
Balance due on former settlement	4175.93

Elijah Latt }
Harry M. Jarboe } Administrators.

49.

Copy of John P. Wilkinson Admr Receipt,
Decree of Circuit Court of Grinn County, State of Illinois
Oliver Wilkinson & Levi Harlan Administrators of John
P. Wilkinson dec'd Complainants

vs } In Chanc

Elijah Latt & Harry M. Jarboe Admr's of Philip Jarboe
Dec'd Defendants.

For payment of	\$1849.48
open intet to dat from 13 th Augt 1841	242 26
Costs	26.51
	\$2118.39

Carrollton October 10th 1843

Rec'd of Defendants in sundry land Notes of the payment
of the abov sum of twenty one hundred & eighteen Dollars
thirty cents less the Costs (\$26.56cts) to be adjusted by
Defendants.

Endorsed

J. P. Wilkinson Admr Rec \$2118 30 } for Complainants
Copy of Jas A. Paine Receipt.
Mr E Latt,

David A. Smith Solicitor

Sir, Mr Paine requests me to give him an
order to you for running off the sand ridge tract of
land belonging to the estate for \$100 dollars May 10th 1841
Endorsed. Jas. A. Paine Account \$200 } H. H. Jarboe

Received of E. Lott administrator of the estate of P.
Jarboe two dollars & fifty cents in full for surveying
the main's corner of said estate as set aside by com=
missioners duly appointed for the purpose.

Whitchell April 11th 1843 } James A. Paine Deft surveyor
Endorsed Jas A. Paine Rec 250 } Greene County.

50.

Copy of Timothy Ladd Act.
Greene Co Ill Sept 21 1838

Philip Jarboe

Dr to one plough stock \$200

Timothy Ladd,

Endorsed,

Jan 20th 1840 Received payment of E. Lott Adm^r
Timothy Ladd.

Copy of W^m Yates Receipt.

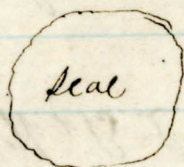
Rec^d Decr 26th 1843 of E. Lott H. M. Jarboe Administrators
of Philip Jarboe Dec^d Twenty Dollars on act.
Endorsed } William Yates for
W. & B. L. Yates Rec \$20.00 } W. & B. L. Yates.

Copy of Tunnell & others last Bill.

State of Illinois } The People of the State of Illinois to any
Greene County } } Constable of said County Greeting.

We command you of the goods and chattels of Harvey
M. Jarboe and Elijah Lott in your County, you make the sum of
six Dollars and eighty seven cents costs which Robert B. Allen Admin^r

istrator of the estate of John Allen deceased returned against said Lott and Jarboe before the Probate Justice of the Peace of said County on the 23^d day of July 1842 in a certain plea against the said Harvey M. Jarboe and Elijah Lott. and herof make return to me within seventy days from this date.



In testimony whereof I have herunto signed my name and affixed the seal of Court at Carrollton this 1st day of September A.D. 1843. M. S. Link

Probate Justice of the Peace.

51.

Endorsed as follows.

Robert B. Allen	}	Ex & fee bill for costs	
20			
Harvey M. Jarboe	}	Elijah Lott,	
Samuel T. Mayo Constable for serving process & ridge			3 53
W ^m Jarboe witness			50
Lewis Jarboe			50
Alfred Jarboe			50
A. Tunnell P.J.P. Examining & filing petition			25
" " Citation 25 Subpoena 25			50
" " Docketing 12 ¹ / ₂ order 25			37 ¹ / ₂
" " Taking bond			75
M. S. Link fees. Ex & fee bill 62 ¹ / ₂ Et mt 50			112 ¹ / ₂

This Execution came to hand Sept 6th 1843 at 7 o'clock P.M.

M. N. Bishop Constable.

We remit our claim to for attending on the within Feby 5th 1844

Lewis Jarboe, William Jarboe, Alfred Jarboe.

Rec'd in full on this fee Bill this 5th of Feb 1844

J. Fisher Cnt.

Copy of G. B. Robertson's Receipt.

Received July 5th 1842 of Elijah Lott Administrator of P. Jarboe
Deceased the sum of fifteen Dollars and fifty one cents in full of a
Judgement on the Docket of Charles St. Knapp against the said E. Lott.
Admr &c for a printers fee for advertising for said Estate.

G. B. Robinson &c.

Endorsed.

G. B. Robinson's Receipt \$15.51 Const.

52

Copy of E. J. Fletcher Act.

Jarboe & Lott (Admr's)

To E. J. Fletcher Dr

To advertising Notice of Petition 3. in.

\$ 3.00

advertising Sale of Real Estate 6. in

4.50

Received Payment

7.50

Curralton June 26 1843

E. J. Fletcher.

Endorsed

Lott - Jarboe \$7.50

Copy of M. C. Bledsoe Court Bill.

Received Nov 28/43 of E. Lott admr of P. Jarboe deceased Ten
Dollars 18³/₄ in full of clerks costs in Greene Circuit Court
in case of John P. Wilkinson against Philip Jarboe Administrator

Moses C. Bledsoe CLK

By G. D. Hodges.

Rec^d Nov 28/43 of E. Lott Twenty Dollars in full of our fee in
suit in Greene Circuit Court in suit wherein John P. Wilkinson
was plaintiff and the administrators of P. Jarboe deceased were
defendants.

Woodson & Hodges Attorneys.

Endorsed Hodges Rec 20.00.

Copy of R. L. Doyle Master in chy Repts.
Received of Elijah Lott ten Dollars in full of the clerks costs in
the case of Jarro & Lott adm^r of P. Jarro vs Smitten & Smith Nov 28th
1843.

R. L. Doyle M. in chy. L. C.

No Endorsement.

53.

Copy of R. L. Doyle Master in chy Repts.
Received of Elijah Lott Esqr the sum of twenty dollars in full of
my costs as Master in chancery in the case of Jarro & Lott Adm^rs
of P. Jarro against Smith & Smitten & of Wilkinson &c against
Jarro & Lott adm^rs of P. Jarro Nov 28th 1843

R. L. Doyle Master in chy
for L. C.

Endorsed DoYLES Receipt \$ 20.00

Copy of Tax Receipt

State of Illinois }
Greene County } ^{ps.} } Collectors Office 1842

Received of Levi Harlan \$ 3.69. 9 Mills. the amount
of Taxes due from him on \$ 822 the value of his property taxed
his Real Estate described in the tax list as follows to wit.

186 part of N 1/2 S. E. T11. R12 822.

Received payment by E. Lott.

D. Pinkerton C. L. C.

Endorsed L. Harlan \$ 3.39. 9
77
416.

Copy of Vouchers & other papers not referred to heretofore
United States Circuit Court Dist Illinois.

Amasa Walker Elijah Emerson } Summons issued in trespass

& Nathaniel Plams

vs

} on the case upon promises
} Sept 9th 1839

Philip Justor George Henderson & Elijah Latt } S. H. Treat Plff Atty.

Entering appearance of plff 16. fily preipe 8 24

Bond 66. filing same & Summons 66 140

filing Narration 8

54. Entering Marshall return on Summons 16 fily same 8 24

Docketing Cause 16 Continuance 33 49

alias Summons 66 Entg Marshall return on same 16 fily same 8 90

June term 1840 Docketing cause 16 dismissed 33 49

3 824

Marshall fees serving and returning Summons 212

Mileage on same 250

A true copy from my last Book 8246

James F. Orings CLK.

U. S. C. C. Dist Del.

Recievd of Elijah Latt the above Bill of Costs Ferry 10th 1840

D. B. Campbell for

Treat & Campbell.

Endorsed.

Amasa Walker & Co Reciept in full & Note.

Copy of Irish & Bledsoe. Act.

P. Justor Dr

To W. J. Irish & Bledsoe

To amount of account \$15.37²

Recievd payment of the above account of E. Latt administrator
of P. Justor's estate this 16th of January 1840.

W. J. Irish.

Endorsed prom & allowed December 6th 1841.

L. Tunnell P. J. P.

55.

Copy of W. J. Drish Act.

1837

P. Jarver

1838

To W. J. Drish Dr

To amount of School account

517

To amount of Medical account

700

Received payment of the above account of E. Latt.

14.17

Administrator of the Estate of P. Jarver this the 16th of January 1841

W. J. Drish

Endorsed. J. W. Drish Receipt allowed Decr 1841.

L. Tunnell P. J. P.

Copy of Printers Bill.

Grafton Feb 25th 1841.

Messrs Elijah Latt & Harry M. Jarver administrators to the
Estate of Philip Jarver deceased.

To Paris Mason Dr

March 21st 1839 To Advertising Administrator's Notice 3 weeks

eighteen lines 2 squares

\$4.00

March 21st 1839 To advertising administrators sale

3 weeks twenty lines 2 sqs

4.00

June 20th 1839 To advertising administrators Notice

4 weeks fifteen lines 2 squares

5.00

Mr Latt. Sir, In advertising, I had made it a

\$13.00

rule to give twelve lines for one square and if there was but one
line over the twelve it counted two squares. therefore you will
perceive by referring to the above Bill that each advertisement is
two squares which for the first insertion one dollar per square
and 50 cents for each subsequent insertion as is stated in the

rates of advertising, with respect to.

R. M. Ritchie

56.

Endorsed.

Elijah Lott Admr Estate of P. Jarboe Rec^d

Prm and allowed April 19th 1841.

Calvin Tunnell. P. J. P.

P. Mason's Receipt \$13.00

Rec^d the within ac. Sept 23rd 1841.

C. Smallow.

Copy of Tax Receipt.

State of Illinois }
Greene County }²⁰

Collector's Office 1842.

Received of Chester Smallow \$11.77.4 with the amount of
Taxes due from him on \$172 the value of his property taxed.
His Real Estate described in the tax list being as follows to wit.
43 part N & q of N $\frac{1}{2}$ S 3 Tm R 12 — 172

Received of E. Lott.

D. Pinkerton C. L. C.

Endorsed. C. Smallow \$11.77.4

Copy of last Bill.

Annasa Walker & Co }
vs }
Philip Jarboe & Co }

vs

J. C. on promises.

Philip Jarboe & Co }

1839 April. Filg pro & decd 12 $\frac{1}{2}$ state of lg court bond 31 $\frac{3}{4}$

43 $\frac{3}{4}$

Issy of lg sums 56 $\frac{3}{4}$ dock 12 $\frac{1}{2}$ Enty appor 12 $\frac{1}{2}$ duty atty 12 $\frac{1}{2}$

93 $\frac{3}{4}$

ora to dis 25 Juagt for costs 25 Jazg Ex 50

100

Dock 12 $\frac{1}{2}$ Ent Rev 12 $\frac{1}{2}$ filg 6 $\frac{3}{4}$ Ent dat 25 Bill costs 37 $\frac{1}{2}$

93 $\frac{3}{4}$

Docket fee

250

~~250~~

331 $\frac{3}{4}$

Shff Jny living sums 100 20 125 Rev 12 $\frac{1}{2}$ 237 $\frac{1}{2}$

487 $\frac{1}{2}$

888 $\frac{3}{4}$

A copy from the fr Book Just M. Q. Blodur clk.

57.

Endorsed.

Walker & Co }

25

Bill costs \$818 ³/₄

P. Jarboe } Received in full on this for bill this 21st day of
Sept. 20. 1839.

J. D. Fry Shff by

Hugh Jackson.

Copy of Note of S. Frost & Co.

\$5501 ⁹⁴/₁₀₀ New York August 19th 1836

Twelve months after date we promise to pay to the order
of Sideon Frost & Co, Fifty five hundred & one ⁹⁴/₁₀₀ Dollars, value
received

P. Jarboe & Son.

Endorsed as follows,

Recd 7 mo 25th 1837 by H. N. Seavin One hundred fifty five
Dollars on acc of within Note \$155.

Recd 12 mo 5th 1837 from S. Ryder & Co Five hundred thirty five
⁹²/₁₀₀ Dollars by debt together with the amt recd & paid for exchange
\$14 ⁹²/₁₀₀ \$550.

Recd 11 mo 4th 1836 Five hundred sixty one Dollars on acc of
within Note pd debt \$561.

Recd Three hundred Dollars on acc within pd H. N. Seavin 1 mo
15th 1836 \$300.

\$2249 ³⁴/₁₀₀ New York Sept 19th 1836.

One day after date we promise to the order of Sideon
Frost & Co Five hundred forty nine Dollars ³⁴/₁₀₀ value received.

P. Jarboe & Son.

No Endorsement,

58.

Copy of Amasa Walker Recd.

\$600-

Received Whitehall April 18th 1839 from Philip Jarboe & Son,
Geo. Henderson & Elijah Lott six hundred Dollars to be credited
upon a Note in favor of Amasa Walker & Co and against said Jarboe
& Son, Henderson and Lott,

Endorsed	}	Amasa Walker & Co By
Amasa Walker & Co		Tras & Campbell their
Receipt \$1,000.00		Attorneys in fact.

Statement of a settlement of Jarboe, Henderson & Snallow.

Jarboe Henderson & Snallow Dr To P. Jarboe & Son	1054.37
--	---------

Or :

By Cash at sundry times	1245.00
-------------------------	---------

190.63

Jarboe H. & Snallow Dr To Geo. Henderson	518.52
--	--------

Or

By Cash at sundry times	880.48
-------------------------	--------

361.96

Jarboe H. & Snallow To G. Snallow Dr to amt of acct	4667.09
---	---------

Or

1

By Cash &c	4289.69
------------	---------

377.40

Balance due on Pegram Note	180.00
----------------------------	--------

197.40

Amt due from G. Henderson	243.55
---------------------------	--------

" " " P. Jarboe & Son	72.24
-----------------------	-------

Endorsed,	315.79
-----------	--------

Statement of a settlement between Jarboe Henderson & Snallow

Due Snallow

\$68.91

Claims allowed against Estate of Philip Jastor Deceased.

June 19 th	L. B. Barton account	28 76
July 1 st	W. B. L. Yates account	3 69
	Same	17 09
29	Mr J. H. Henderson account	6 11
Sept 28	O. B. Keaton	12 30
	E. B. Ayers account	28 50
Oct 3	John Sonsten account	30 11
Oct 22	Joseph Eakin account	24 17
Oct 23	Aaron Reno claim	1 00
Oct 23	Calvin Nagars claim	58 51
Oct 23	Smith Post claim	7 25
Oct 23	John Rose	18 67
Oct 25	Elijah Latt claim	134 00
Nov 29	William Batty act	5 62
Dec 7	David Wilson act	147 11
Dec 31	Lehancey Lee account	9 46
1840 Jan 6	John P. Henderson act	12 00
25	O. B. Keaton Medical Bill	18 00
	H. Blanford act	117 00
Feb 11	W. J. Drish	13 67
March 9	Gabriel Smith act	15 00
April 11	Sinthe Rose act	3 00
" 26	Aaron Hicks act	3 00
August 10	Gideon Frost & Co note dated Jan'y 27 th 1838	*
	payable on the 15 th day of March 1838 for	1574 32
	Credited by \$4843 cts Jan'y 29 th 1838,	

60. also by \$930 May 3^d 1838

Same note dated June 27th 1838 payable April 15th 1838
for the sum of

2337.39

August 28 Harry Janta account current 3703.51

Sept 18 Trustees of McKendree College on Note 500.00
dated 10 March 1840, 10 per cent per ann 10 Sept 1838

One hundred dollars due on 10th Sept 1840 100.00

Oct 20 J. B. McIntosh act 20.00

Dec 17 Godfrey Gilman & Co act 2442.64

1841 Feb 20 Asahel North on Note credit \$25 711.11

1841 Feb 20 Asahel North on Note of Wm Wyatt 1111.11

27 Isaac H. Hoag act 3.75

April 7 Barzilla Siltwood act 2.50

19 Paris Mason printing fees 13.00

August 9 Asa R Rankin Note November 17, 1838 200.00

Asa R. Rankin Note dat Nov 17th 1838 300.00

Wilson J. Drish act 12.17

Wilson J. Drish & Bledsoe 28.36

April 9, 1842 C. Smallen's act ins 4th class promiss & allowed 264.45

The above allowances not referred to in your notes and appears
on allowance Book 39. 71.
^{14 has}

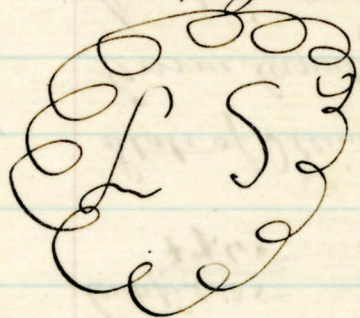
Feb 17. 39

Certificate 35
1765

61. State of Illinois

Grune County }^{ss.} I, Francis P. Vedder, Clerk of the County
Court in and for said County do hereby certify that the
for going is a full and complete copy of all that appears of
record or from the files in my office touching the adminis=

62. *tribution of Harry M. Jarboe and Elijah Latt on the estate of Philip Jarboe deceased.*



In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Carrollton this 27th day of April A.D. 1858

Francis P. Vedder Clerk.

Exhibit (B).

February 25th 1839

A List of accounts due the Estate of Philip Jarboe.

<i>Feby 9th 39</i>	<i>David Wilson 10 Bu Wheat 1.00</i>	<i>\$10.00</i>
<i>" "</i>	<i>6 Sacks 31st</i>	<i>1.86</i>
<i>Decr 26, 38</i>	<i>" " 5 Bus Wheat</i>	<i>5.00</i>
<i>" 7th 38</i>	<i>E. Latt 33rd Tallow 12¹/₂</i>	<i>6.88</i>
<i>Jan 2. 39</i>	<i>B. L. Summers 109th Tallow 12¹/₂</i>	<i>13.62¹/₂</i>
<i>" 5 39</i>	<i>John S. Bonebr 11th " 12¹/₂</i>	<i>1.37¹/₂</i>
<i>Nov 15. 38</i>	<i>John Westrope 10 Bu Wheat 1.00</i>	<i>10.00</i>
<i>Decr 15, 38</i>	<i>" " 5 " " "</i>	<i>5.00</i>
<i>Nov 10, 38</i>	<i>" " 9 " Corn</i>	<i>2.25</i>
<i>Sept 10 "</i>	<i>Robt B. Hughes 3 Loads Hay</i>	<i>17.47</i>
<i>Oct 27, 38</i>	<i>C. Lee. Lumber</i>	<i>39.54</i>
<i>The above was handed to</i>		<i>\$113.00</i>

H. M. Jarboe on the 25th day of Feby 1839 by

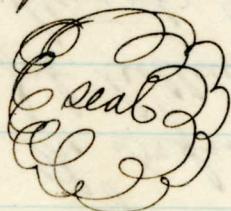
H. P. J. c

13.

The following is a copy of subpoena ad respondendum issued against the said Elijah Lott with return thereon:

State of Illinois } ss. { The people of the state of
Greene County } Illinois, Is the Sheriff of Cgle
County-greeting:

We command you to summon Elijah Lott Administrator of the Estate of Philip Jarboe deceased if he can be found in your County to appear before the Judge of our Circuit Court on the First day of the next Term to be holden at Carrolton within for the County of Greene on the 14th Monday of July 1858 to answer unto a bill in Chancery exhibited against him & others for settlement of said Estate by the People of the state of Illinois to the use of William P. Jarboe & others. And of this writ make legal service and due return at the time & place aforesaid



Witness A. Spencer clerk of our said Court at Carrolton this 3rd day of July A.D. 1858 the Seal of said Court being hereunto affixed
A. Spencer Clerk.

Return on the above:

I have duly served the within on the within named Elijah Lott by reading the same to him in his presence and clearing & by delivering to him a true copy of the same this 14th day of July 1858

W. ~~W.~~ C. Stoddard Deft

Sheriff of Ogle County Illinois. S. R. Tyler principal
being dead.

The following is a copy of an order had made
in our court in the above entitled cause on the 15th
of September 1839.

The People of the State of Illinois to the use of
William P. Jarboe & others Complainants.

vs & In Chancery.

Elijah Lott & others Defendants.

The Defendants Anthony S. Lerly, Francis P. Redder
Job. Collins, Amy Ann Stuart her husband Robert
Stuart & Joseph Rickhart by their Solicitors Hodges
& Palmer filed several Demurrers to the Bill in
this case on this 15th day of September 1839. The
Defendant Elijah Lott having been duly served
with process in this case & having failed to plead
answer or demurr, being called came not but made
default & the Bill was taken pro confesso as to
him. The Court not being advised as to the
Demurrers takes time to consider & by consent of par-
ties by their respective Solicitors Demurrers are to
be disposed of in vacation as of this Term & any
order or decree that the Court may make in this
cause in vacation touching the disposition of said
Demurrers may be recorded as of this Term & to be as
effective for purposes of appeal or proceeding in
any way, as if made & recorded during this Term
of the Court.

The following is a copy of an order had made in

15 our Court in the above entitled cause on the 5th of April 1861

The People of the State of Illinois to the use of
William P. Foster & others Complainants

vs } In Chancery

Elijah Lott & others Defendants.

At the last Term of this Court the Defendants Anthony S. Seely, Francis P. Prader, Job Collins, Amy Ann, Stuart & her husband Robert Stuart & Joseph Rickhart by their Solicitors Hodges & Palmer filed several Demurrers to the Bill in this case. At the same Term of the Court it appearing to the satisfaction of the Court that the Defendant Elijah Lott had been duly served with process in this case & having failed to plead answer or demurr, being called came not but made default & the Bill was taken pro confesso as to him. The Court not being advised as to the Demurrers took time to consider. And now on this 5th day of April 1861 the Court being sufficiently advised as to said Demurrers doth order, adjudge & decree that the same be overruled. Said Demurrers were severally withdrawn & the Defendants demurrant asked for 60 days time to answer the Bill which is allowed them in default of so answering, ~~the~~ Bill shall be taken pro confesso against defaulters. After the lapse of that time this cause is referred to the Master in Chancery for the time being of this county to take evidence & state an account Provided always that that service may be performed by any special Master that may be chosen & agreed

upon his writing between John. M. Palmer & David. A. Smith of counsel in this case & this cause is continued. The following is a copy of the Answer filed by the Defendants Robert Stuart, Amy Ann his wife and Joseph Rickart: June 2nd 1860.

In Supreme Circuit Court Vacation

After April Term A.D. 1860-

The People of the State of Illinois are &c
vs } In Chancery

Elijah Lott & others

The answer of Robert Stuart and Amy Ann his wife and Joseph Rickart administrators of all & singular the goods &c of Harvey. M. Jarboe deceased.

These defendants for answer to the said Bill of Complaint of the said Complainants or unto so much thereof as they are advised is material for them to make answer unto, say that they admit the death of said Philip Jarboe, the appointment of said Elijah Lott & Harvey. M. Jarboe as his administrators and that the persons named are his heirs at law as is alleged in said Bill.

And these defendants further answering admit the death of said Harvey. M. Jarboe and the appointment of the said Amy. Ann Jarboe now Stuart & Joseph Rickart as his administrators and the subsequent intermarriage of the said Amy Ann & Robert Stuart as stated in said Bill.

And these defendants further answering say that they have no personal knowledge as to any of the facts alleged in said Bill in regard to the settlement of the Estate

of Philip Jarboe by said Elijah Lott & Harvey M. Jarboe but they charge upon information & belief that taking into account the debts & expenses paid by them who just claim of said Lott & Jarboe against the Estate of said Philip Jarboe dec'd there is a balance due the estate of said Harvey M. Jarboe from the estate of said Philip Jarboe.

And these defendants upon information & belief admit, that before the death of said Philip Jarboe the said Philip & Harvey M. Jarboe were engaged in business as merchants & partners at White Hall & that there were due to said concern debts to a considerable amount, but these defendants say, that the firm was hopelessly insolvent, that from the best information they can obtain, its indebtedness was at the death of said Philip Jarboe about Fourteen Thousand Dollars and its available means amounted to about \$2157.59 & that said Harvey M. Jarboe was compelled to pay the balance, and is entitled to a large credit against the estate of said Philip Jarboe which from memorandums made by himself he estimates at upwards of Five Thousand Dollars, which sum these defendants insist, as they are advised to do, is a proper credit to his estate against the Estate of said Philip Jarboe in this Honorable Court.

And these defendants further answering say that they do not know, whether the said Lott & Jarboe did or not give notice for the adjustment of claims against the Estate of said Philip Jarboe dec'd as required by law, nor whether they made report of their actings & doings &c as required by § 123

of revised statutes, but they insist that whether they did or not, this Honorable Court has no authority to grant any relief to the said Complainants in respect thereof, nor can this Honorable Court as they are advised render any decree against these defendants in respect to the said pretended breach of the conditions of said Bonds by the said Lotb Jarboe.

And these defendants further answering as to so much & such parts of said Bill as questions the correctness of the first settlement made by said Lotb Jarboe of 7th August 1841 say, that they have no personal knowledge of the facts, but upon information & belief, they charge that each & all the credits so claimed were & are just & proper charges against the estate of said decd. & that the said credits were allowed to them by the said Probate Justice of the Peace upon said settlement, as he had full power & authority to do.

And these defendants further answering as to so much & such parts of said Bill as questions the correctness of the settlement made by said Lotb Jarboe on the 23rd of August 1841, say they have no personal knowledge of the facts therein stated, but that it does appear from the papers exhibited, that there was an error of five hundred dollars in the sum to be charged to the said administrators upon that settlement, but they insist upon information & belief, that each and all the credits claimed in that account were & are just & proper credits & were then & there allowed to them by

the said Probate Justice of the Peace, who had full & complete jurisdiction & authority for that purpose.

19

And these defendants further answering as to so much & such parts of said Bill as questions the correctness of the settlement made by the said Lot & Jarboe on the 12th day of February 1842, say that as appears from a statement made by said Harvey M. Jarboe, in their possession the total indebtedness of the firm of P. Jarboe & Son at the death of said Philip Jarboe was about

\$14876.66-

and the whole available means of said firm including debts, goods & lands only \$ 5305.34
which left that concern insolvent \$ 9371.32
which amount was paid by said Harvey M. Jarboe and therefor left a balance of \$4687.66 to be charged to the separate Estate of Philip Jarboe besides costs & expenses, which was a large sum of money say \$111111 & that such balances & costs are fairly chargeable to the estate of said Philip Jarboe and in addition thereto all of said credits were allowed to the said Lot & Jarboe by the Probate Justice of Greene Co. duly on the said 12th day of February 1842, he then & there having full power & authority so to do.

And these defendants further answering as to so much & such parts of said Bill as alleges and charges that certain notes were handed by said William P. Jarboe to the said Harvey M. Jarboe of the individual Estate of P. Jarboe and insists that the same ought to be accounted for, these

defendants say, that they have no personal knowledge of the delivery of said notes or of the Collection thereof & therefore deny that the proceeds of the same were received by said administrators further than they have already accounted for the same & they in same manner deny that any other monies remain unaccounted for or unpaid to those legally entitled to the same, which belongs to the estate of said deceased, and they insist that there is no balance due the estate of Philip Jarboe deceased, from said administrators and that all the claims allowed against the estate of said deceased in favor of said Lott & in favor of said Harvey M. Jarboe were just & legal claims & have been allowed by the Probate Justice of the Peace of Greene County as he had full power & authority to do.

And these defendants further answering say, that they are advised & therefore charge to be true, that by virtue of a certain agreement in writing herewith filed marked (A) signed by ^{a said} William P. Jarboe one of the persons for whose use this suit is brought, he the said William P. Jarboe released to the said Lott & Harvey M. Jarboe all his interest in the estate of said Philip Jarboe for a certain good & sufficient consideration, & they set up said release in bar of all claim by him in this suit & they further charge that they find amongst the papers of the estate

of said Harvey M. Jarboe deceased a certain promissory note dated on the 29 day of July 1835 made by the said Elijah Lott who said Philip Jarboe for the sum of Five Thousand dollars due one day after date bearing 12 per cent interest from date, which they charge to be still unpaid and amounts now to about twenty thousand dollars and if unpaid leaves a large balance against the estate of said Philip Jarboe deceased upon which note these defendants only ask simple interest, said note is made part of this answer marked B.

And these defendants having now fully answered all & singular the allegations of said Complainant's Bill pray to be hence discharged &c
 Palmer & Hodges
 for defts.

The following is a copy of exhibit A filed with the above answer:

Harvey. M. Jarboe, Elijah Lott on their part as Administrators of P. Jarboe dec'd vs heirs at law of said Jarboe & Catharine Jarboe, William Jarboe, Alfred Jarboe & J. Collins agree with each other that the judgment which the said Harvey. M. Jarboe & Elijah Lott hold against the said Catharine Jarboe & William Jarboe, shall not in any way interfere with or affect the dower interest of the said Catharine Jarboe in the land of her deceased husband as allotted to her by a decree of the Supreme Court

Court & the said Harvey M. Jarboe & Elijah Lott
 hereby also release all claim whatsoever which they
 may hereafter have in & to said down interest & the
 said Katharine & William Jarboe, Alfred Jarboe &
 Job Collins on their part hereby agree to withdraw
 all interference whatsoever now & hereafter with the
 said Administrators in the settlement of the estate
 of the said P. Jarboe dec'd & further agree that
 the proceedings instituted against said Adminis-
 trators, before the Probate Court as also the notice
 is set aside the sale of the real estate made by
 R. L. Doyle Esq. Master in Chancery of the
 partnership property of P. Jarboe & Son be with-
 drawn & the sale confirmed. And it is further
 agreed between said parties, that the said
 Administrators in their capacity of heirs agree
 whenever the estate is wound up to release all
 of their right & interest in & to the said down
 to the said widow or her heirs: & if the said
 administrators resign their appointment as
 Administrators then they are to pay & satisfy the aforesaid
 Judgement?

In Testimony whereof the said parties
 have hereunto set their hands & seals this 15th
 day of August 1842.

In presence of
 R. L. Doyle.

Harvey M. Jarboe. (seal)
 Elijah Lott (seal)
 Katharine Jarboe. (seal)
 William P. Jarboe (seal)
 Job Collins. (seal)

73.

The following is a copy of exhibit B.

One day after date we or either of us promise
to pay Harvey. Jarboe a order Five Thousand
Dollars for value received To draw Twelve per
cent from date untill paid July 29th 1835.

Attest
Peter Sauter } Elijah Lott.
Philip Jarboe.

The following is the separate Answer, Plea and
Demurrer of Francis P. Redder one of the defendants.
Filed 2nd June 1860.

In Supreme Circuit Court.

Vacations after April Term A.D. 1860.

The People of the State of Illinois to the use &c
vs } In Chancery

Elijah Lott and others

The separate Answer, Plea & demurrer of
Francis P. Redder one of the defendants in this entitled
cause.

And this defendant saving & reserving
to himself all manner of benefit and advantage
of exception to the many errors, insufficiencies and
mistakes in the said complainants said Bill
contained for Answer, unto so much thereof as he
is advised is material for him to make answer
unto, says, that as to so much & such parts
of said Bill as alleges & charges to be true, that
said Philip Jarboe died on the 8th day of February
1839. intestate & that Elizabeth Thomas, Melinda
Davis, Harvey, M. Jarboe, Melinda Lott, Mary

R. Clifton, William D. Jarboe, Alfred Jarboe, Lewis D. Jarboe, Emily Long, Augustus Jarboe, Benjamin F. Jarboe, Minerva Jarboe, Jane McStumery named in said Bill are from his only children theirs at law he admits to be true as is in said Bill alleged

And this defendant further answering as to so much such parts of said Bill as alleges & charges to be true that the said Elijah Lott & Harvey. McJarboe were by the Probate Court of Greene County appointed Administrators of all &c of the said Philip Jarboe deceased & gave bond & were qualified as such on the 6th day of March 1839, he admits the same to be true as alleged in said Bill.

And this defendant as to so much such parts of said Bill of said Complainants as alleges & charges it to be true that a very slight examination of the particulars of said transcript of Record will show how flagrantly, unjustly & illegally the said Harvey, McJarboe & Elijah Lott violated the conditions of their several & respective bonds given to secure the faithful execution of their trusts as administrators as aforesaid more fully to illustrate their maladministration refers to the following particulars with reference to said transcript of Record. 1st That said Administrators wholly failed to perform the duties required of them in §§ 95 & 123 of the Acts in Code 1845 in that they did not fix on a certain Term of the Court within 9 months &c & give

notices for settling & adjusting claims against their
 intestate as required by § 95 & did not exhibit
 account of their administration at the first Term
 of Probate Court after the expiration ^{one year} from
 the time of their appointment & did not annually
 thereafter exhibit their accounts of administration
 as required by § 123 he doth demur thereto & prays
 the judgment of this Honorable Court, whether
 he shall make ~~for~~ answer thereto for cause of
 demurrer, says, that this Honorable Court has no
 right jurisdiction or authority to grant to the said
 Complainants any relief in respect thereof.

And this defendant further as to so much
 each part of said Bill of Complaint as alleges &
 charges to be true, that the said Lot & Harvey, M.
 Jarboe administrators &c as aforesaid in their first
 settlement of August 7. 1840. charged themselves
 with the sale Bill \$1751.92 & credited themselves with
 \$245.20. including improperly certain items to wit:
 "To cash paid John Rose \$14.67 not proven & allowed"
 "Gabriel Smith \$4.00 not proven & allowed" "Smith
 Post \$7.25 not proven & paid". "Wm. Batty \$5.62
 not proven & paid" "Chauncey Lee \$9.46 not proven
 or allowed" "David Wilson \$74.64 not proven or
 allowed & being demands against P. Jarboe & now says,
 he pleads thereto & says that the said account &
 the said several items of credit above mentioned
 was sworn by the Probate Justices of the Peace of
 Greene County on the 7th day of August A.D. 1840.

the said Probate Justice of the Peace having then & then full & competent Jurisdiction & authority in that behalf severally & respectively allowed to the said Lot & Harbor &c as will appear of record in said Court & this defendant therefore prays judgement of this Honorable Court whether he shall make other answer to that part of said Bill above pleaded to.

And this defendant as to so much & such parts of said Bill as charges, that there was an error in the addition of the sums to be charged to the said Lot & Harbor in their account of August 23rd 1841. of five hundred dollars admits the same to be true as charged in said Bill and as to so much & such parts of said Bill as alleges that said Lot & Harbor obtained or claimed credits in & by said account of divers sums of money in that part of said Bill mentioned improperly & illegally doth plead thereto that on the said 23rd day of August 1841 at the County of Greene aforesaid the said several items of credit above mentioned were adjudged & allowed to the said Lot & Harbor by the Probate Justice of the Peace of said Greene County, he the said Probate Justice of the Peace then & then having full & competent authority & jurisdiction in that behalf all of which will more fully & at large appear of record in said Court & this defendant therefore prays judgement whether he shall be compelled to make any further

answer to so much of said Bill as is above pleaded to &
 And this defendant ^{further} pleads to so much such parts
 of said Bill ~~as charges~~ as charges sets forth
 that " In the settlement of the 12th February 1842
 said Administrators claimed as credits for cash paid
 to Gideon Frost \$4177.47 to Godard & Glisson
 \$6411.35 to Amasa Walker \$1258.41 which
 are wholly disallowable in proper adjustment of
 administration accounts for certain reasons therein
 alleged & stated, doth plead thereto, that the said
 Probate Justice of the Peace of Grane County did on
 the said 12th day of February 1842 decree & adjudge
 to the said Lot & Harber the said several credits in
 that part of said Bill above mentioned, the said
 Probate Justice of the Peace thus & then having full
 & competent authority so to do as will appear of
 record in the Probate Court &c & this defendant
 prays judgment &c.

And as to so much such parts of said Bill
 as alleges & charges to be true, that on the 8th day
 of February 1844 said administrators made another
 attempt & statement of their accounts as such &
 the Probate Court of Grane County suffered their
 accounts to be entered of record, but wholly disapp-
 roved of the same as amounting to a fraudulent
 mismanagement & wasting of said Estate & prays
 relief on account of such allegations & statements
 doth demur & for causes of demurres sheweth, that
 the said allegations, charges & statements are wholly

superfluous & impertinent, wherefore this defendant prays the judgment of this Honorable Court whether he shall be compelled to make any answer.

And as to so much & such parts of said Bill as alleges & charges that notes mentioned in a paper styled in said Bill "Exhibit B" pertaining to the individual Estate of said deceased were handed by William P. Jarboe to the said Harvey M. Jarboe on the 25th day of February & that the same ought to be fully & fairly accounted for in stating accounts in this case as far as said administrators have not accounted for the same & pray relief on account thereof, doth demur & for cause of demurrer sheweth, that said allegations and statements, are too vague, uncertain, irrelevant & impertinent to be answered unto by this defendant, wherefore this defendant prays judgment &c.

And this defendant further answering as to so much & such parts of said Bill as charges that said administrators made sale of said lands of said deceased for the sum of Twenty Seven hundred & fifty four Dollars & Seventy five cents & have only accounted for \$2118.30, therefore says, that he has no knowledge, information, remembrance or belief, in relation thereto, except what he has learned from the allegations of said Bill & the exhibits therewith & he therefore denies the same to

be true as therein stated.

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And this defendant further answering as to so much such parts of said Bill as alleges & charges it to be true, that the claims mentioned in a certain chapter mentioned in said Bill as "a list of claims against the estate of Philip Jarboe deceased, or much the larger part thereof were on account of demands against the late concern of P. Jarboe & Son & are disallowable in a proper statement of accounts herein & that very many of them are not on file in the County Court of Greene County & of said demands allowed, there was one in favor of said Elijah Lott October 25th 1839 for \$134.00 & another in favor of said Harvey M. Jarboe for \$3713.51. & that they are groundless & unjust & that they are not on file in said Court & that there is no vestige that they were legally established in said Court & are therefore not to be allowed, says that the said Probate Court of Greene County at the said time &c had full & complete power & authority to adjudicate upon claims against the estate of said deceased & to exercise of its just jurisdiction & authority allowed said claims & this defendant further charges that the same were then & when upon his information & belief just claims against said estate & this defendant therefore insists, that they are all proper allowances in the settlement of said Estate.

And this defendant further answering as to so

much such parts of said Bill as alleges & charges that the first bond that said Lott Harbor gave conditioned for the faithful performance of their duties &c was made with John Allen since deceased & Job Collins as ^{rec} sureties he admits the same to be true & further says that the said Bond was in the penal sum of Five Thousand Dollars & that afterwards, that is to say on the 27th day of June A.D. 1842 the Probate Justices of the Peace of Grune County "ordend that the said Lott Harbor enter into Bond in the penal sum of Three Thousand Dollars with sufficient counter security to bear him Job Collins harmless & that under the pursuance of that order the second Bond in complainants Bill was made by said Lott Harbor. Swallow, Holliday, Seely & Gorgory to the People of the state of Illinois for the use of & for the protection of said Job Collins & not of the persons, to whose use this suit is commenced.

And this defendant further answering says that on the 23rd day of July 1842 at the instance of one Robert B. Allen administrator of John Allen deceased, the following entry & order was made by the said Probate Justices of the Peace of Grune County to-wit: "The said Administrator (meaning said Lott Harbor) also appeared & agreed to give counter security by the 1st day of August 1842"

"Ordend, that the penal sum in said Bond be \$2000. 00."

0 said Robert B. Allen
said he as appearing,
died for the benefit or
protection of the

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And the said Lot & Jarboe with this defendant
who said Harry Grievold since deceased made
their Bond in pursuance of said order in the said
sum of Two Thousand Dollars & delivered the same
to the Probate Justice of the Peace of Greene County
who ^{the same} stands as this defendant is advised of binding
upon him in Law or in equity for the security &
protection of the persons to whose use this suit
is commenced.

And this defendant further answering as to so
much & such parts of said Bill as charges & alleges
that the said complainants have rightfully &
according to the true intent of § 69 Statute entitled
"Wills" exhibited their Bill in this cause to the use
& have a right to a decree & against this defen-
dant & he says that he is advised, he is not liable
to the said complaints in this cause under or by
virtue of the provisions of said law or otherwise
nor hath this Honorable Court jurisdiction hereof.
And this defendant as to so much & such parts
of said Bill as alleges & sets forth that for several
years before his death the said Philip & the said
Harvey. M. Jarboe as Merchants Partners under the
name & style & what then were large sums be-
longing to said firm, which came to the hands
of Harvey. M. Jarboe as surviving partner & to the
value of several Thousand Dollars for which the
said Jarboe failed to account & he says that he
doth demur thereto & for cause of demurrer alleges

that the same are not proper matters for adjudication in this suit & in this Honorable Court can grant to said Complaint no relief in respect thereof & this defendant prays judgement &c without that any other matter or thing material or necessary for this defendant to make answer unto not herein or hereby well or sufficiently answered unto is true & all which matters defendant is ready to aver &c & prays to be hence discharged &c.

Palmer & Hodges for deft.
The following is a copy of the answer of Anthony S. Serly & Job Collins two of defendants, filed in above entitled cause: June 2nd 1860

In Greene Circuit Court.

Vacation after April Term A.D. 1860.

The People of the State of Illinois vs &c

vs } In Chancery

Elijah Lott & others.

The joint several answers of Anthony S. Serly & Job Collins two of defendants in above entitled cause.

Said defendants say that they adopt as their answers in this cause the answers herewith filed of Francis P. Redder, Amy Ann Stuart Robert Stuart & Joseph Rickhart & ask that said answers may be received as the answers of these Respondents & having fully answered

Palmer & Hodges
for defendants.

The following is a copy of Replication to the
aforesaid answers filed July 18th 1860.

In the Circuit Court of Greene County State of Illinois

The People of the State of Illinois to the use
of William. P. Jarboe & others complainants.

vs } In chancery for Account.

Elijah Lott & others Defendants.

For Replication to the answers of the Defendants
all having answered excepting said Elijah Lott
severally on file in this case complainants say
that said Answers severally are untrue, evasive &
unsufficient & that the Bill of complainants is
true & they will prove it so.

D. A. & P. W. Smith

Solicitors for complainants

July 18th 1860.

The following is a copy of Cross Bill
filed in this cause on the 23rd April 1861.

In the Circuit Court of Greene County
State of Illinois April Term 1861.

The People of the State of Illinois to the use
of William. P. Jarboe & others complainants

vs } In chancery

Elijah Lott & others Defendants

Job Collins complainant

vs } In chancery, Cross Bill

Anthony. S. Lerly & Francis P. Vedder defendants

To the Honorable the Judge of said Court

the said Complainant Job Collins represents that he & the defendants Anthony, S. Seely & Francis, P. Vedder are defendants in the above entitled cause & as such are making common cause of defence against the claim of the People to the use of &c as aforesaid & have filed answer or answers denying any liability to pay them any thing in the premises.

Said Job Collins referring to the facts & statements of Exhibit A. in Bill of Complainants as to the execution of bonds respectively by the said Anthony, S. Seely & Francis, P. Vedder as a part of this Gross Bill, - says that if the Complainants are entitled to any decree or relief in the above entitled case, that before the said Job Collins can rightfully be subjected to pay anything by virtue of ~~the~~ condition of his bond & any decree that may be rendered in this case, that the liability of said Anthony, S. Seely & Francis, P. Vedder severally & respectively to the amount of the several respective penalties of their several respective bonds in said Exhibit (A) be exhausted & so the said Job Collins prays your Honor to decree in this case - & for a rule upon the said Anthony, S. Seely and Francis, P. Vedder severally & respectively to plead answer or demurr to this Gross Bill by a short day to be appointed by your Honor, and as in duty bound said Job Collins will ever pray &c

D.A. ~~and~~ J. W. Smith Solicitors
for said Job Collins -

The following is a copy of the Demurrer to said Cross Bill filed 18th May 1861.

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State of Illinois Grove County
In the Circuit Court of said County
To October Term 1861.
Job. Collins Complt.

vs ~~the~~ Cross Bill

Anthony S. Seely & Francis P. Vedder defts

And now come the said defendants Seely & Vedder & demur to the Cross Bill of said Collins & say that they ought not to be because they say that the matters & things therein are insufficient &c

The following are assigned as causes of demurrer-

- 1st Because there is neither equity or justice in said Cross Bill.
- 2nd Because if, in any event said defendants are liable the same must depend first upon a recovery against said Collins & a satisfaction by him of whatever ^{judgment} ~~payment~~ may be recovered
- 3rd Because said Seely & Vedder are not proper parties either to the original or Cross Bill
- 4th Because said Seely & Vedder or either of them have not entered into any bond or contract which renders them liable in either of said actions
- 5th That said original Cross Bill is imperfect & insufficient & does not entitle Complainants to any relief
- 6th That there is no equity in said Cross Bill.
- 7th That said Cross Bill is in other respects informal & insufficient

Hodges for Defts.

The following is a copy of the Deposition of Linus C. Worcester in this cause.

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In the Circuit Court of Greene County State of Illinois

The People of the State of Illinois to the use of
William P. Garboe & others Complainants
vs } In Chancery for Account.

Elijah Lott & others Defendants.

The deposition of Linus C. Worcester taken by
consent for the Complainants on the following inter-
rogatories.

- 1st Were you or not acquainted with Philip Garboe & his
son Harvey M. Garboe? If yes when & how long
& if they have died state when?
- 2nd Were they or not partners in a mercantile concern at
Whitehall at the time of the death of the said Philip
Garboe under the name & style of P. Garboe & son?
If yes how long had they been such partners
Had they or not done business on the credit system
to the amount of many thousands of dollars?
- 3rd Had they or not partnership effects on hand at
the time of the death of the said Philip Garboe
to a large amount consisting of goods & merchandise
accounts, notes & Real Estate that survived to &
went into the hands of the said Harvey M. Garboe?

D. A. & T. N. Smith Solicitors for
Complainants

Hodges & Palmer

Solicitors for the defendants

Carrollton July 18th 1860 - excepting Elijah Lott

Cross Interrogatories.

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If you have any knowledge or information in relation to the subject of the Complainant's Interrogatories how was it acquired? Will you in your answers be as specific as possible state the sources from which your knowledge of each fact of which you may speak is derived viz from Books or papers of any description specify them and tell when they were when you last saw them & where they are now.

Hodges & Palmer for depts.

Answer to

1st Interrogatory. I was acquainted with Philip Jarboe & his son Harvey. Mr. Jarboe was acquainted with them about four years. Philip Jarboe died in the year 1839 I think Harvey. Mr. Jarboe died in the year ~~1853~~ 1854.

2nd They were partners in a mercantile concern at White Hall at the time of the death of the said Philip Jarboe under the name & style of P. Jarboe & Son. They had been partners most of the time during my acquaintance previous to the death of Philip Jarboe. They had business on the credit system to some considerable amount as I believe.

3^d They had partnership effects on hand at the time of the death of P. Jarboe, but to what amount I can not state, which I believe survived, went into the hands of Harvey. Mr. Jarboe.

L. C. Worcester.

Answer to Cross Interrogatory.

I lived in White Hall at the time of the existence of

the firm of Philip Jarboe & son & dealt to some extent with them.

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Was also clerking for Chester Swallows from the Spring of 1841 to the Spring 1843 during that time, said Swallow sold to Harvey. M. Jarboe or Elijah Lott some lands & took in part pay a stock of goods probably from \$1000 to \$2000. in value, which I believe to have been the effects of Philip Jarboe & son which is all the knowledge I have, of books & papers, I last saw inventory of goods among Chester Swallows & said papers & presume they are among said papers now.

L. E. Worcester.

The following is a copy of the Report of Henry E. Sumner Special Master in this case & Exhibits A to F inclusive filed 28th October 1861.

State of Illinois } ss.

Greene County

The People of the State of Illinois }
vs. }
to the use of H. P. Jarboe et al }
n. }
Court in Chancery

Elijah Lott et al — To the Hon. D. C. C.
Judge of the first Judicial circuit
The undersigned respectfully reports that he has executed the interlocutory order of the Court "to state & report the account" of Harvey. M. Jarboe & Elijah Lott Adm^{rs} of Philip Jarboe with said State.

The parties upon notice appeared before me at Carrollton by their solicitors & some of them in

person.

On the part of the Complainants the following evidence has been submitted

1. A Transcript of the record of the Grane County Court of the papers & proceedings in the case of the administration of the estate of Philip Jarboe.
- 2^d copies of the following deeds from the adms of Philip Jarboe - offered to prove the amount of the proceeds of sales of that estate, together with an affidavit, as the basis of using secondary evidence

Deed of H. M. J & C Lott adms of P. Jarboe to Wm Lotters Jr.

Deed same to H^m Hasley.

Copy of Deed of Adms of P. Jarboe to Adms of J. P. Wilkinson.

Copy Deed same Lewis Jarboe.

" Mortg Deed Hasley to Jarboe & Lott

3^d Deposition of Worcester

The evidence submitted on the part of the Respondents is

1st The oral testimony of C. Lott one of the administrators, offered as a witness on behalf of Fiddler & Leely two of the securities stated subject to exceptions.

2. His papers connected with the testimony of C. Lott and marked "A." "B." "C." "D." "E." and "F."

3^d Copy of Deed of Doyle to McColister and Hodges offered to prove the amount collected by the administrators of P. Jarboe of Smith & Switzer by foreclosure of mortgage.

4. Note of H. M. Jarboe & Co. Lotb offered to prove a payment of purchase money of land by Adams which land was conveyed as alleged to D. Frost in settlement of their claim (D. Frost) against the firm of P. Jarboe & Son.

all of the above testimony is herewith submitted.

In addition to this it was mutually admitted by the parties through their solicitors.

1st That the proceeds of the sales of Real Estate sold by the Adams of Philip Jarboe, were as follows.

From sale to Adams of Jas P. Wilkinson	1806.90
Do " Wm. Cotton Jr	100.00
Do " same	10.80
Do " Hayby	446.12
Do " Lewis Jarboe	350.00

2nd That the following claims inventoried & charged against the Adams of P. Jarboe as part of the personal assets of said Estate were not collected through the insolvency of the debtors.

Part of the claim against Smith & Shorten	468.59
Claim against Jno Westbrook	1.86
Do " R. B. Hughes	17.48
Do " B. L. Summers	13.63

Testimony of Elijah Lotb, taken as a witness on behalf of Ordder & Orly, subject to exceptions, said Lotb being one of the Respondents.

Elijah Lotb having been duly sworn deposes: I am one of the administrators of Philip Jarboe was clerk for P. Jarboe & Son. I came to the state of

Illinois in 1834 in the month of May. P. Jarboe & Son were then in business. From about nine months after I came to the state until Philip Jarboe's death I was employed by them as clerk - not exclusively - I was a Justice of the Peace & Postmaster at Whitehall & excepting the time I was engaged in my duties as Justice & Postmaster. I was acting as clerk in the store of P. Jarboe & Son.

Witness testifies as to the following papers exhibited to him.

1. Paper marked "A" entitled "list of the indebtedness of P. Jarboe estate". "The indebtedness of the Co of P. Jarboe & Son" is proven to be in the handwriting of Harvey M. Jarboe.

2. Papers marked "B." "C." "D." "E." proven to be in the handwriting of Harvey M. Jarboe.

3^d Paper marked "F" proven to be in the handwriting of witness E. Lott.

Witness states that P. Jarboe & Son were in business at Whitehall & also at Bridgeport on the Illinois River first at Whitehall & afterwards at both places. Harvey M. Jarboe died in March 1853 or 1854. Witness cannot state of his own knowledge whether the contents of the above papers, "A." "B." "C." "D." "E." & "F" were true or not but believes they are substantially true except paper "F."

There were some goods at Whitehall at the time of Philip Jarboe's death, the stock however was a good deal run down. Whether there were goods also at Bridgeport witness cannot state. Goods belonging

to the firm of P. Jarboe & Son were left at the death Philip Jarboe worth at cost price two thousand three hundred & eighty five dollars & twenty five cents (\$2385.25) which were sold to S. Robb of Winchester. The whole or part of these goods or their proceeds were subsequently turned over to Chester Swallow in part payment for lands which lands were subsequently conveyed to Gideon Frost & Co in payment of a debt due them by P. Jarboe & Son. In further explanation of the payment due G. Frost & Co. witness states that certain land was bought of C. Swallow for \$3300.00 of this sum, part of the purchase money was paid as above by goods \$600.00 was paid by note of A. M. Jarboe, witness (which note was subsequently settled by A. M. Jarboe) & the balance of the purchase money was paid in some manner not recollecting by the witness. This land so bought & paid for was conveyed to G. Frost & Co or one of the firm for \$4000.00 on the 4 March 1841.

As to the insolvency of P. Jarboe & Son at the date of the death of Philip Jarboe, witness states that his impression & belief is that the firm of P. J. & Son was insolvent but can not recollect apart from the papers heretofore referred to any thing about the amounts of debts or credits.

As to the accounts against Smith & Shorten witness thinks they were insolvent & that nothing could have been made out of them after the maturity of their notes except so far as there was a lien on Real Estate. Witness states that the claim of Messrs Godfrey Gilman & Co (\$2442.64) was paid by conveyance of land

belonging to P. Jarboe & Son, but the manner & time of payment witness cannot recollect. The claims of Goddard & Gleason & H. Walker & Co were paid but whether from the private funds of H. M. Jarboe or the partnership funds of P. Jarboe & Son witness cannot state. The claim of witness for \$134 ^{two} was for boarding clerks as nearly as now recollected. It was paid out of the funds of the estate.

As to the claim of H. M. Jarboe - witness states that six hundred & twenty nine ^{27/100} (a cash item in the account) was understood to be the profits made in a flat boat expedition to New Orleans. The boat load was purchased on a credit & the profits amounted to \$629.27 which on the return from New Orleans was paid into the firm.

Philip Jarboe in his life time stated repeatedly to witness that he intended to give one half of the Jarboe farm to Harvey M. Jarboe, because he had remained with Philip J. his father & helped him to raise the younger children. The Jarboe farm was sold in the life time of Philip J. at about \$11 - per acre -

Witness states that for some time before the death of P. Jarboe, witness was only occasionally at the store. W. P. Jarboe was acting as clerk during the last part of the business of P. Jarboe & Son.

With reference to the account of H. M. Jarboe (the paper marked "P.") witness states that it is in his hand-writing, but he has no recollection about the paper or the items in it, except the item of \$629.27 heretofore spoken of. Witness does not recollect anything about H. M.

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Jarboe's connection with the making out or filing this acct. With reference to this view, witness does not state that the amount was definitely \$629.27. He is certain it exceeded \$5000 ~~the~~. knows nothing about the filing or proving this acct before the Probate Court or whether anyone was appointed to represent the estate in the allowance of this claim. Witness thinks the contents of the paper marked "F" are not just items except \$5000 ~~the~~ heretofore testified about. Witness does not know how this account (Paper F) got into the Probate Court. Does not know anything of the circumstances under which witness's account was allowed - but supposes ~~that~~ H. M. Jarboe took it to the Probate Court & had it allowed; does not know ^{of} its being sworn to.

Witness states that Jas. Swerten in whose favor an acct for \$30.44. is allowed, is the same Jas. Swerten whose notes are held by the estate.

With reference to the claim allowed in favor of McKendree College, witness has no knowledge how it was allowed always understood the subscription to McKendree College was a nullity.

Witness states that the claims of J. B. McIntosh has been paid & that the claims of Chester Swallow (\$204.45) has been settled. As to the \$5000 ~~the~~ note purporting to be executed by S. Lott the witness & Philip Jarboe & payable to H. M. Jarboe, witness states he did not sign it. It is in the handwriting of H. M. Jarboe knows of no transaction on which such a note could be based, does not think the note an intentional forgery.

but that it was written in just accidentally preserved.

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- The parties by their solicitors admit
1. That the items of proceeds of real estate as stated in the acct are correct.
 2. That Smith & Swinton were insolvent & that the only amt collected of them was \$225 ⁷⁰⁰ collected on sale under foreclosure of mortgage.
 3. That the acct of B. L. Sumner (\$1363) was not collected through his insolvency.
 4. Same admission as to claim of R. B. Hughes 17.48 & Jno Westbrook 1.86.

H. C. Dummer
Special Master

The chief difficulty in the statement of the account arises from the claim of the administrators, that certain payments made by them in liquidation of claims against the firm of Philip Jarboe & Son (a firm composed of the decedent) & H. M. Jarboe one of the administrators) should be allowed as credits in their administration account.

P. Pl. 640 17.47	-	These claims are	Gideon Frost & Co
289 640.35	-		Goddard & Gleason.
Att & Gen 1258.41	-		A. Walker & Co
H. J. 3703.51	-		H. M. Jarboe one of the Administrators
C. L. 134.111	-		Elijah Lott Es.

In the progress of the reference the following points have been made.

1. Is the testimony of Elijah Lott admissible as evidence for Ordder & Seely?

As Lott is one of the principals in the administration bond would be liable over to the securities for any decr against the Respondents jointly & reject his testimony.

2^d Has the action of the Probate Court of Grune County been such as will legally bar the complainants from contesting the question of the propriety of the application of the funds of the estate of Philip Jarboe to the payment of the debts of the firm of P. Jarboe & Son.

The point arises on the claim for a credit in the administrator's acc^t for payment on the claims of Gedron

Prost & Co \$4117.47. Goddard & Gleason \$6411.35. Amos

(see pages 39 Walker & Co \$1258.41. H. M. Jarboe \$3713.51 Elijah Lott \$134.00

40 of the the last two being the Administrators. There were all claims against the firm of P. Jarboe & Son. The claims of G. Prost & Co of H. M. Jarboe & Co Lott, were all allowed by the court, but in the cases of Jarboe & Lott they being administrators, no one was appointed to represent the estate.

The claims of Goddard & Gleason & of A Walker & Co were not allowed, but in an account of the date of the 13th Feby 1842 (see page 32 of transcript of Record) the payment of these claims (G. Prost & Co Goddard & Gleason & A Walker & Co) was claimed as a credit & this account current was audited & admitted to record by the Court apparently without objection. On the 6th Feby 1844 another account current was presented still claiming credit for payment of the claims of G. Prost & Co. Goddard & Gleason & A Walker & Co. The Court disallowed this account current. (see page 45 of the transcript of Record) & the point

seems to have been directly made, whether the claims against the firm of P. Jarboe & Son should be paid out of the assets of the estate of P. Jarboe upon this point the decision was against the allowance of such payments as a credit.

The question then arises whether the action of the County Court previous to the action & judgment of the Court on the 6th Feby 1844 was conclusive & barred any further inquiry. I am of the opinion that

1. Given in the Probate Court the heirs at any time before final settlement, could contest the allowance of these payments as a credit what the County Court of Greene County acted within its powers, in entertaining that question on the 6th Feby 1844. I cannot find that the Courts of any of the States have gone further than to hold an upstate settlement as "prima facie" correct.

2nd. The power to inquire by bill in chancery into the correctness of the items of an administrators acc't in cases of alleged misapplication of funds - or frauds is - according to adjudged cases, unquestionable -

3^d. The adjudication of the Greene County Court on the 6th Feby /44 which was the last action of the Court reversed, was that the payments of the debts of P. Jarboe & Son should be disallowed.

Assuming then that this is ^{now} an open question - shall the payments on debts of P. Jarboe & Son be now allowed as credits in the acc't of the administrators of P. Jarboe.

The statutory rule is in substance that payments

by administrators should be allowed, although made on claims never allowed, if it can be shown at the time credits are contested, that payments were made, & that the claims were just against the estate. Now the claims under consideration (the debts of P. Jarboe & Son) would not in the first instance be claims against the estate of Philip Jarboe, but would have to be prosecuted against the surviving partners. Upon proof of the insolvency of the firm of P. Jarboe & Son, it would be proper to allow them. In this case there is no proof of insolvency. There is evidence (See Deposition of Worcester) that the firm of P. Jarboe & Son at the death of P. Jarboe had assets real and personal. The Administrators (one of whom was surviving partner of the firm of P. Jarboe & Son) have never rendered, & do not now offer to render any acct of the assets of said firm or the interest of Philip Jarboe in such assets. Wherefore disallow all credits claimed for the payment of the debts of P. Jarboe & Son.

The following is the statement of the account of H. M. Jarboe & Co. Lath Administrators of Philip Jarboe with said Estate. On the margin of the account are references by numbers to notes, in which are given, so far as seemed necessary the reasons for admitting or rejecting the several items of debit & credit.

The Admins of Philip Jarboe in account with the estate of Philip Jarboe.

See Note 1. To proceeds of sale bills due 28 th Decr 1820	1751.92
" Do. 2. " amt of notes & acct's inventoried	1454.15

"	Do. 3.	"	amt charged in supplementary Inventory	75. 00
"	Do. 4.	"	proceeds of real estate sold to Admrs Jas P. Wilkinson	1806. 90.
"	4.	Do.	" William Cottle	100. 00
"	4.	Do.	" William Cottle	10. 80
"	4.	Do.	" Harley	446. 12
"	4.	Do.	" Lewis Harbor	350. 00
				\$5590 89

99

Mem^d mark. "p —" is a reference to the page of the Transcript of the record of the Court, containing evidence as to the items credited below.

See Note 5.	By amt of Smith & Switzer claim uncollected	468. 59
Do. 5.	" of claim on John Webster Do-	1. 86.
Do. 5.	" " " " R. B. Hughes not collected	17. 48.
" 5.	" " " " B. L. Summers Do.	13. 63.
1839 July 29.	" p ^d on claim of W. J. Henderson (p 28)	6. 00
" August 14.	" " C. Swallow (p 28)	31. 57.
" Oct 23 ^d	" " Smith Post (p 25)	7. 25.
" Nov. 29.	" " Wm Batty (p 25)	5. 62.
1841 Jan 3 ^d	" " Chauncy Lee (p 25)	9. 46.
" " 16.	" " C. B. Barton (p 20)	12. 30.
" " "	" " Drisk & Bledsoe (p 54)	15. 37.
" " "	" " H. J. Drisk (p 55)	14. 17.
" 17.	" " S. H. Fiddall (p 19)	14. 00.
" 20.	" " Jno Rose (p 19)	18. 67.
" " "	" " Timothy Ladd (p 50)	2. 00.
" 22.	" " John P. Henderson (p 24)	12. 00
" 28.	" " C. B. Barton (p 20)	17. 38.
" 29.	" " S. M. Worden (p 24)	9. 06.

1841 Feb 3 ^d	By amt pd on claim of Joseph Bakui (p 24)	2. 41.
" "	" William Better taxes (p 30)	6. 00.
" 100	" D. Pinkerton taxes (p 31)	12. 10
" 7.	" Caloni Hagar (p 23)	58. 51.
" 11.	" H. J. Drisk (p 30)	13. 87.
Mar 23 ^d	" Gabriel Smith (p 20)	4. 00.
July 28.	" David Wilson (p 26)	74. 64
Oct 21.	" Jno B. McIntosh (p 29)	13. 35
Nov. 10.	" A. R. Rankin (p 28)	200. 00.
Dec. 3.	" C. B. Horton (p 31)	18. 00.
1841 Feb 27.	" Isaac Hodge (p 29)	3. 75.
" April 7.	" Bessie Silwood (p 31)	2. 50.
" Sept 23.	" Paris Mason (p 58)	13. 00
1842. July 5.	" G. B. Robertson (p 51)	15. 51.
—	" Per Receipt (p 53)	4. 16.
—	" Do (p 56)	77.
1843. April 11.	" James. A. Paine (p 49)	2. 50
" June 26.	" E. Fletcher (p 51)	7. 50
" Oct 19.	" Adams of Jno P. Wilkinson (p 49 & 52)	2118. 30.
" Nov 28.	" Woodson & Hodges (p 52)	20. 00
" "	" R. L. Doyle (p 52)	10. 00.
" "	" R. L. Doyle (p 53)	20. 00.
Dec 26.	" A & B. L. Yates (p 50)	20. 00
	" Probate fees estimated	50. 00.
	" Commissions on personal estate 6 p cent on ^{451.} 2325.	139. 53.
	" Do on real estate 3 p cent on 2713. 82	81. 41.
	" Amt to balance.	2002. 87.
		5590. 89. 5590. 89.

See Note 6

Is amt in the hands of the Adms
Interest at 6 p.c. on 2002.87

2002.87

for 17 years & 2 mos. to 15 Sept 1861.

2003.91

101

amt chargeable against the

adms including interest to 15 Sept 1861.

\$ 4065.88.

See also notes from 7 to 14 inclusive.

Note 1.

See pages 13 to 18 inclusive of Manuscript of Record of Probate Court of Monroe County, for copy of sale bill of personal estate filed June 19, 1839 showing the aggregate amount of sales to be \$ 1751.92.

Note 2. See page 28 of Manuscript of Record for Inventory of notes and accounts.

Note 3. See pages 39 (at bottom) & 44 (at the top) of Manuscript of Probate Record.

Note 4. Apart from the evidence furnished by the copies of the deeds of land sold & conveyed by the administrators it is admitted by the parties that the amounts charged for proceeds of Real Estate in the account are correct.

Note 5. Each of the four items to which Note 5 relates was charged against the administrators in the Inventory of notes & accounts belonging to the estate. It is admitted by the Complainants that the four items credited as uncollected, were lost not through any neglect of the Adms but through the insolvency of the debtors.

Note 6. With respect to interest it appears that the administrators have paid interest on only one

the Melkison claims. If an exact calculation should be made of the interest that might have been collected on the personal assets, from the dates when they would draw interest, to the respective payments of claims, there would be an item of perhaps \$250⁰⁰ or \$340⁰⁰ chargeable on acct of interest on the personal assets. Such a calculation would probably do injustice to the Administrators. It is very possible that the administrators collected no interest as they paid none with one exception. I therefore charge no interest on the personal assets.

Of the proceeds of Real Estate \$1111⁰⁰ became due from W^m Colter 2 Nov^r 1845; \$446.12 from Hayley 2^d Aug^r 1845; \$350⁰⁰ from Lewis Jarboe 12 June 1845; \$111.80 from W^m Colter 12 June 1844; and \$1495.95- from Melkison (I say 1495.95- because the balance of the sum rec^d from the land sold to Melkison's Adm^r was necessary to pay the debts which the personal assets were insufficient to pay.) Averaging then the time, I allow interest on the balance (\$2442.87) from 15 July 1844.

Interest at 6 pr. ct. on \$2442.87- for 17 yrs 42 mos is \$2463.91.

Note 7. All the payments on claims made by the administrators (excepting those against R. Jarboe & Lou & some fee-bills which are rejected for reasons which are more particularly stated hereafter) have been allowed by me as proper credits.

In some cases no receipts have been filed, but they are claimed to be paid in accounts current which have been filed, audited & admitted to record by the Probate Court. There is no evidence intrinsic or other to show they were not properly allowed or not paid & I have regarded the auditing as prima facie evidence, presuming that the receipts have been lost, rather than that the Court would approve the account without evidence of payment.

Note 8. Claim of Sam Hicks. This claim ~~originated~~^{is} for \$3.00 is a claim for hauling which originated some eight or nine months after the sale of the personal estate & does not in any way appear to be connected with the expenses of Administration.

Note 9. Fee-bill in case of Allen vs. Administrators. This exhibit \$6.87 (see pages 50, 51 of the Transcript of Record) is rejected because it is a cost bill originating in a proceeding by Allen against the Administrators, charging them with a devastavit, in which proceeding the judgment of the Court was that the charge was sustained.

Note 10. Fee-bill paid Bledsoe. This is rejected on the ground that it is part of the costs in the case of Wilkinson's Administrators against the Administrators of Jarboe all of which costs are included in the receipt of Wilkinson's Solicitor D. A. Smith Esq for which see page 49 of Transcript of Records.

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Note 11. The note of Lott & Jarboe for \$5111.11 in favour of the Adm^r & P. Jarboe is rejected as a credit. More than twenty years elapsed after the maturity of the note & before the institution of the present suit. During all this time this note has not been filed nor has any claim been asserted on account of it in any of the accounts of the Administrators, nor is there any evidence of any transaction on which such a note could be based.

Note 12. In stating the account, I attach considerable importance, to the fact that the same objections to their accounts were raised in the Probate Court of Ipswich Co. in 1844 as now (see Manuscript of Record page 45) & although the evidence must at that date have been at hand to have explained the whole transaction, no attempt was made to remove the objections.

Note 13. I have not considered the effect of the paper claimed to be a release, not understanding that that question was referred to me.

Note 14. If the testimony of C. Lott were admitted it does not remove the objections to allowing the payments on the debts of P. Jarboe & Son as credits in the administration account. The testimony shows that there was a large amount of partnership assets belonging to P. Jarboe & Son.

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Enough to liquidate most of the claim of S Post
Hes - to pay the claims of Godfrey Gilman Hes of
Goddard & Fleeson & probably of A Walker & Co, but his
testimony does not show that Parbor & Son were
insolvent or that the assets of the firm were all
applied to the payment of partnership debts
or accounted for in any other way.

All of which is respectfully submitted
Sept^r 2^d 1861- Henry. C. Sumner.

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The following is a copy of Exhibit "A." filed 28th Oct 1861.

List of the indebtedness of		The indebtedness of the Co of	
P. Jarbo's Estate,		P. Jarbo & Son,	
O. B. Heaton	28 76	Gideon Frost & Co	42 00, 00
W. B. L. Yates	3 69	Godfrey Gilman	26 32, 00
" " "	17 09	A. Rankin	6 00, 00
Wm J. N. Henderson	6 00	Godard & Gleason	6 40, 00
O. B. Heaton	12 30	Amasa Walker	13 18, 16
E. B. Ayers	28 50	Hinch & Leroy	6 09 34
J. Smitten	30 00	H. M. Jarbo	37 03, 59
J. Eakin	2 40	"	\$ 13 103, 09
A. Rens.	1 00	Available Assets	2 157, 59
C. Nagan	58 57		10 946, 50
S. Post	7 25	Estate is due H. M.	
J. Rose	18 76	Jarbo	
E. Lott	134 00		5473, 25
Wm Batty	5 62	Wilkinson's claim say	12 00, 00
D. Wilson	147 00	Deficiency on personal as.	726, 96
C. Lee	9 46		\$ 74 00, 21
J. P. Henderson	12 00	Besides debts of Court,	
O. B. Heaton	18 00	Lawyers fees, &c.	
H. Blanford	157 00		
H. J. Drish	13 67	Available assets of the Estate as	
G. Smith	15 00	per Bill Sale	15 00, 00
S. Rose	3 00		
A. Hicks	3 00		
M. Kendra College	5 00 00		
Interest on the claims	2 00 00		
J. B. McIntosh	20 00		

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A. North	1 40 00	220 acres of Land in the Home =	
" "	3 50 00	stead to say it will fetch \$8.00 pr	
J. Hodges	3 75	acre which it is that doubtful -	
B. Silkmord	2 50	\$1760 Valuation of the	\$1760
P. Mason	13 00	other lands belonging to the	
Dish + Bledsoe	44. 67	Estate	<u>450</u>
C. Snallow	<u>2 65 00</u>		\$2210.00
	\$2226.96		

The following is a copy of Exhibit "B" filed 28th ^{Oct} 1861.

Amount of assets belonging to the Company of P. Jarboe & Son on the 1st March 1839, is as follows as per Inventory taken on the 6th March 1839,

of Notes and Accounts due said Company	6482 43
Am't of Goods as pr Bill of Sale	1800 00
June 1842 Money made on Execution against D. Hodges	200 00
Am't of Real Estate sold by R. L. Doyle, Master in Chancery by order of Court at the April Term 1842,	
133 1/2 acres in Pike Co., at 50 cts per Acre	66 75
92 acres at 25 c. pr. 4 Lots for	97.00
Sale of one House + Lot to Gilman also for 400 Dollars,	
Deduct 12 Dollars for first best leaves	388 00
1/2 the Interest in House + Lot sold Gilman	600 00
	<u>\$ 9634.18</u>
Unavailable assets \$4328.84	<u>4328.84</u>
	\$5305.34

Indebtedness of the Company of P. Jarboe & Son as pr Receipts since the dissolution of said Company is \$14676.66, Which leaves a balance against the Company that the surviving partner principal settled of \$9371.32, which makes the

Estate of the Deceased partner in default \$4685.66.

The following is a copy of Exhibit "C" filed 28th Oct 1861.

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Account of Money paid to the credit of P. Jarboe & Son by
H. M. Jarboe.

6 th 1839 Apr paid Rider	4 67	2 Notes on J. Elliott for		
18 th P. Jarboe & Son's Tax	10. 00	10. 25 + 13 00		23 25
18 th Amasa Walker's do	6 00. 00	Dec 30 1834 120 Blacksmith Tools		63 07
Mar. 6 th Cost at Court	2 00	Pd. Asa H. Rankin		135 09
Aug 8 Godfrey Gilman's do	10 00. 00	E. Little for Receipt		38 66
" 16. Recording deed	2 75	S. Rider's do by E. Lott.		
" 21 Langyrs fees	10. 00			
" " Publication	3 50			
" " Expenses at Court	3 75			
Sept 13. Godard & Gleason	64 00. 50			
Dec 3 rd Cost on Bernan's Suit	5 25			
1840 A. Hicks Error	3 44			
For 10. Amasa Walker's do	7 18 16			
May 24/39 Godfrey Gilman's do	208 55			
Cost Bill at Winchester	9 88			
Sept 3. 1841. Jarvis Pike's do	15 73			
Henr K. Lamy. Note dated				
Aug 19. 1836 against P. Jarboe & Son, 1836. at 7 per ct, 8				
mo for	434 53			
1840 Aug 28 Prom a/c before				
the Judge Probate against				
the do	3703 59			
Oct 1841. Cost on Suit with Blake	30 00			
May 31 st " Cost for Printer for				

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Advertisement to sell Land	7 11 0
1839 Woodson on Antony suit	5 00
June 6, 1842 lost in Chancery	
Per Doyle	10 00
20 th Expenses of Court for	
selling Hodges Land	25 00
Do Lawyer fee on the above	14 11 0
For time in attending Court	
sale of Land	6 11 0

The following is a copy of Exhibit "D" filed 28th Oct 1861.
Philip Jarboe account with the Company of
P. Jarboe & Son.

\$ 5506 13

Cr

as per account \$ 5256.30

Harvey M. Jarboe account with the Company
of P. Jarboe & Son

1254 19

Am't of Goods on hand as per Inventory \$ 2298.00

Sold for \$ 1800.00 on account of being Damaged

1800 00

\$ 3054.19

Cr

as per a/c on Book for cash

advanced and services as clerk

\$ 6338.93

3054.19

3284.74

The Balance struck from P. Jarboe a/c

249.83

\$ 3534.57

The one half of the above Balance is due H. M. Jarboe
as proven and allowed with the Judge of Probate.

July 1st 1842.

The following is a copy of Exhibit "E" filed Oct 28th 1861.

Account of Money Received for the Co. of P. Jarboe & Son since
Feb 8th 1839, up to Dec 11th 1840.

\$1898 89

May 31. 1842 A sale of Land belonging to P. Jarboe & Son sold by
Master in Chancery & Bat by H. M. Jarboe.

80 acres in Pike bid off at 50^c pr acre

40 00

53 1/3 " " " " " " 50^c " "

26 87

" " Scott " " " 25^c " "

2 Houses & Lots bid off at

34 00

Lot 15, 93 Bid off at

25 00

" 14 and all the land adjoining at

25 00

June 20th Land sold by Execution belonging to D. Hodges and
Bat by H. Jarboe for

200 00

The following is a copy of Exhibit "F" filed 28th Oct 1861.

Philip Jarboe's Estate

To Harry M. Jarboe Dr

May 2nd 1834 To cash advanced to firm

1000 00

May 1841 " Interest at 6 per cent

360 00

April 1836 To cash advanced to firm

629 20

" " " Interest at 6 per cent

151 00

" " Amount of Book acct for Mdz.

4477 27

" " E. Lotts acct for Clerkings & Board

1142 43

Mar 1834 Services Rendered as Clerk to the
firm of P. Jarboe & Son to April 15th 1839

5 Years & 15 Days at \$200. per day

3160 00

\$10919 91

Per

1834 to 1839 By Cash on account

\$39.36 31

Apr 1849 " Cash & Goods

1800.00

111	" Assistant Clerk 2 years	900.00
"	" " 8 months	50.00
		950.00
		7216 31
		3703 59

1840 August 28th paid & allowed G. Tamm & P. J. P.

The following are copies of Exceptions of Complainants and Defendants F. P. Vedder & A. S. Seely to the Report of said Special Master - filed 21st November 1861.

In the Circuit Court of Greene County, State of Illinois,

The people of the State of Illinois to the use of
William P. Jarboe & others

vs } In

Elijah Latt & others,

And now come the said Complainants by their Solicitors D. A. & J. W. Smith and except to the allowance & approval of the Special Master's Report for the following reason -

Because of the allowance of any other or further claim or claims, demand or demands against the estate of the intestate than those admitted in the Bill in this case - & because the claims & demands thus allowed & excepted to severally & respectively, have been allowed without sufficient proof of the justice or payment of the same - & without the Distributors of the said Estate ever having had any day in court to allow or contest the same.

D. A. & J. W. Smith,

Solicitors for Complainants.

The People of the State of Illinois to the use of

112 W^m P. Jarboe & others }
vs } Chancery.
Elijah Latt & others }

The Defts Veaders & Seely except to Master's Report.

- 1 The Master errs in approving of the action of subsequent courts in disturbing the judgment of the County court allowing partnership claims vs decedent.
- 2nd Master erred in not regarding the release of William Jarboe and his Mother in stating said account.
- 3rd Master erred in refusing to allow claims against the estate which had been previously allowed by the Probate Court.

Knapp & Hodges
for Defendants.

And the following is a copy of the Final Decree in this case.

The People of the State of Illinois complainants. who sue to the use of William P. Jarboe & others.

vs } In Chancery

Elijah Latt & others defendants.

During the October Term 1861 of the Circuit Court of Grove County, State of Illinois - the parties to this case, (excepting the defendant Elijah Latt) by their respective solicitors stipulated & agreed for the hearing of this cause before the undersigned Judge of said Court at Dec. 20th on the 21st day of November 1861. reserving right then to file exceptions, appeal &c. the same as in Term time - And this cause coming on then & there to be heard on the Bill & Exhibits of the Complainants - the answers & Exhibits of the

113

Defendants, excepting the Defendant, Elijah Lott. Replication
 of Complainants - the cross-Bill of defendant Job Collins
 against his co-defendants Anthony S. Lerly & Francis
 P. Vedder - their demurrer thereto, the Depositions of
 Louis E. Worcester, Report of Henry E. Sumner Esquire
 Special Master selected by the parties in this case - filed
 28th of October 1861 - & the Exceptions of Complainants &
 Defendants severally & respectively thereto filed 21st
 November 1861. - And the parties (excepting the defendant
 Elijah Lott) having been heard in argument by their
 solicitors - & the court being now sufficiently advised
 of & concerning the premises doth order, adjudge
 & decree as follows - without prejudice to the rights of
 the parties ^{respectively} 1st That said Exceptions be severally overruled
 2nd. That said demurrer to said cross Bill be sustained
 & that it be dismissed - & 3rdly That the Bill of com-
 plainants be dismissed in this case. By agreement of
 Counsels of the parties in this case (excepting the defendant
 Elijah Lott) the Decree in this case may be ^{revised} ~~renewed~~ at
 the next Term of the Supreme court of this state, 2nd
 Grand Division - as in case of appeal by any of them - on
 transcript of Record, if filed within the three first days of
 the Term, & this Decree to be recorded as of the last day of
 the last Term of said Circuit Court.

A. M. Woodson,

Judge of the 1st Judicial circuit of
 the State of Illinois.

State of Illinois Green County sctd

114 In re The People of the state of
Illinois complainants to the use of
William P. Parker & others in chancery
against Elijah Lott & others defendants -
I James S. Vedder clerk of the Circuit
court of said county do hereby certify
that the foregoing is a just full & true
transcript of 1st Bond for costs - Bill &
Exhibits (A) & (B) of complainants - 2nd
Subpoena ad respondendum issued against
said Elijah Lott & others thereon. 3rd & 4th
Orders made in said court in said cause
15th September 1859 & 5th of April 1860 -
5th, 6th, & 7th answers of defendants filed
in this case 2nd Term 1860 (excepting the
said Elijah Lott,) & Exhibits (A) & (B) refer-
red to in the answer of the Administra-
tion & Administration of Henry M. Par-
ker decd. 8th Replication of complainants
to said answer - 9th Prop Bill of John
Callins against A. S. Seely & J. P. Vedder
10th Their answer to said Prop Bill
11th Deposition of Simon E. Worcester -
12th The Report of Henry E. Worcester
Special Master in this case & Exhibits re-
ferred to in same (A) to (H) in do. v. re
13th & 14th The Exceptions of complain-
ants & said A. S. Seely & J. P. Vedder re-

pectively to said Report - & 15th The
final Decree in this case.

In testimony whereof, I
hereunto set my hand & my
seal of office at my
office in Hannattan this
14th day of December
A. D. 1861

J. S. Hedder

Clk C. C. & Co.

Clk's fee for Examining Record & Certificate \$15.00

Decr 14th 1861 Received of C. D. Hodges
(\$15.00) Dollars my fee J. S. Hedder, Clk

N.B. I procured the making of the fore-
going transcript which consists of say 27.95¢.
\$27.95 - clks certificate & seal 35 cts in all
\$28.30 to which I am entitled including the \$15.
above paid by C. D. Hodges Esq for our
Jacksonville Dec 18th 1861. W. A. Smith.

For The Supreme Court of the State
of Illinois January Term 1862.

The People of the State of Illinois to the
use of Wm. P. Parker & others Plaintiffs
vs } Error to be error
Elijah Loh & others Defendants.

Said Plaintiffs say that in the
Record & proceedings aforesaid are the

following Errors to wit -

1st That the Court below overruled the
Exceptions of the Plaintiffs to the lower
Court Report.

2nd That the Court below dismissed
the Bill of the said Plaintiffs

And the said John Collins one of
the Defendants in the foregoing case says
that in the Record Proceedings afore-
said there is the following error -
to wit

That the Court below sustained the
Demurrer of his co-Defendants A. S. Seely &
J. P. Vidden to his the said John Collins
Cross-Bill against them & dismissed
the same -

Wherefore said Plaintiffs & John
Collins severally pray correction of said
error to

D. A. & J. W. Smith attys
for said Plaintiffs &
John Collins - severally
respectively.

Jacksonville Decr 18th 1841.

And now comes the defendant and
says that there is no such error
in the Record as alleged and
of this he

C. D. Hedges
Knap & Berry

The People to
use of Wm. P.
Isaac Lottum
vs

Elijah Lott &
Others.

Filed 18th of
December 1861.

William A. Turney
Clerk.

Filed Dec 3-61

Wm A Turney
Clerk

the book

SUPREME COURT OF ILLINOIS.

JANUARY TERM, 1862.

THE PEOPLE, to use of Wm. P. Jarboe, and
others, distributees of the estate of P. Jarboe,
deceased, plaintiffs,

vs.

ELIJAH LOTT and others, defendants.

Error to Greene.

[N. B.--The pages of the Bill in this case are referred to by letters, and the pages of Exhibit (A) are referred to by figures, preserving the original paging referred to in the Bill and Master's Report.]

B The plaintiffs filed their bill on the 2nd July, 1858, for settlement of the estate of the deceased, making Lott surviving administrator the administrator and administratrix of H. M. Jarboe, deceased, the other administrator of P. Jarboe, deceased--Job Collins, surety on first administration bond, A. S. Seely, surety on second administration bond, and F. P. Vedder surety on third administration bond, defendants, stating that P. Jarboe died intestate 8th Feb. '39, naming thirteen distributees of his estate; and that at the time of his death he was in partnership with H. M. Jarboe, as P. Jarboe & Son; that partnership effects survived to him (H. M. J.) as surviving partner, to the amount of several thousand dollars--consisting of merchandise, notes, accounts and real estate, that the plaintiffs had no means of describing. That H. M. Jarboe, as surviving partner, took possession of the same, neglected the performance of his duty as surviving partner, had not applied the partnership effects to the partnership debts, nor had his representatives after his death. That, 6th March, '39, letters of administration were granted to H. M. J. and E. L., on their application; for particulars referring to Exhibit (A) as a full transcript of all that appeared touching their administration in the county court, and charging breach of the conditions of the administration bonds, in the following particulars:

F 1st. Had not complied with requirements of §§ 95 and 123 Statute of Wills.

2nd. That they claimed and were allowed improper credits, specifying them, in settlement of 7th August, 1840.

3d. Also, 23d August, 1841, in which mistake was made against the estate of \$500 by erroneous subtraction and improper credits allowed, specifying them.

G 4th. In settlement, 12th February, 1842, some \$6,000 of demands against late partnership, specifying them, were improperly claimed, as credits.

5th. That on 6th February, 1844, which was last appearance of the administrators in the county court, they exhibited their last account and vouchers; that the Court suffered the account to be recorded, but wholly disapproved of the same as amounting to a fraudulent mismanagement and wasting of the estate.

6th. Exhibit (B) referred to, and charging that administrators had not accounted for what was therein contained.

H

7th. That administrators had sold real estate for \$2,754 25, and had rendered account for only \$2,118 30.

8th. That on fair statement of account, there is a balance of \$3,000 principal that ought to be accounted for, with compound interest, because of mal-administration.

I

9th. Claims allowed against the estate, larger portion of which were on partnership account, which are disallowable on proper statement of account, many of which are not on file in the County Court; and amongst those not on file one in favor of H. M. J., August 28th, '40, for \$3,703 51; and one in favor of E. L., allowed 25th October, '39, for \$134, charged to be groundless and unjust, no vestige of there having been proven or legally established in the Court, and are charged to be disallowable, never having been proven according to law.

The first bond that was executed by H. M. J. and E. L., as administrators, is on pages 3 and 4 of Exhibit [A], one John Allen, deceased, and J. C., sureties on the same.

Second bond, and what pertained to it, is referred to pages 37, 38 and 39 of Exhibit [A]. C. Swallow, since deceased, his estate wholly insolvent; B. W. Holliday, who has since left the State, wholly insolvent; the defendant A. S. S., and C. Gregory, who has since departed this life, sureties to this bond.

J

Third bond, and what pertains to it, is referred to pages 40, 43 V and 44 of Exhibit [A], the defendant F. P. X, and one Henry Griswold, who has since departed this life, being co-sureties. Plaintiffs charge that they have rightfully, and according to the true intent and meaning of § 69 Statute of Wills, exhibited their bill in this case against defendants in this case, and have right to decree against them, notwithstanding omissions of B. W. H. and representatives of estates of deceased sureties.

With full and specific reference to all and singular the claims referred to in Exhibit [A], Plaintiffs charge that none of them are allowable, due from, or ever have been due from, or are chargeable, or provable, or allowable against the estate in due course of administration, excepting twenty, that are specified and amount to \$2,422 20.

K

L

Inventory of effects is given, \$5,630 32.

Answer on oath waived. Prayer for reference and statement of account on right principles, and for payment to the Plaintiffs' use of, &c., or for such other and further relief as they may be entitled to.

EXHIBIT [A.]

3, 4

The condition of the 1st bond is in full legal form. Penalty \$5,000.

37

June 20th, '42, Job Collins petitioned Probate Court that administrators be required to give counter security to bear him harmless. Citation issued, returnable 27th June, '42, when administrators appeared and confessed themselves in fault, and the Court adjudged that the security had sufficient cause for uneasiness, and that he was entitled to relief.

38

"Ordered, therefore, that the said administrators enter into bond in the penal sum of \$3,000, with sufficient counter security to bear

the said Job Collins harmless," and that bond be executed in ten days. Accordingly, referring to the premises and with apt condition the second bond was executed 4th July, '42, in penalty of \$3000, C. S., B. W. H., the defendant, A. S. S., and C. G., sureties ; and of that day filed as "counter security" and recorded, and it is expressly stated in the Record, preliminary to the filing and recording of this bond, that it is "to bear Job Collins harmless, according to an order of the Probate Justice of the Peace, made on the 27th day of June, 1842," and is so approved.

40 On July 18th, '42, R. B. Allen, administrator of John Allen, suggested to the Probate Court that his intestate, in his lifetime, was security for administrators of P. J., deceased; that they were mismanaging the estate, and filed his petition for relief, praying that they should be required to give bond *de novo*. Citation issued, returnable 23d July, '42, when administrators appeared and agreed to give counter security by the 1st of August, '42, and it was ordered that the penal sum in that bond be \$2,000.

43 Probate office, July 23d, '42, widow of intestate filed her petition and complaint against the administrators, praying that their letters be revoked for mal-administration. Citation issued, returnable two days afterwards. Continued to 30th July, '42, and then to August 15th, '42.

44 July 30th, '42, bond in penalty of \$2,000, dated 23d July, '42, conditioned that the administrators had kept and would keep the condition of their first bond—signed by defendant, F. P. V. and H. G., as securities. Philip Jarboe's counter bond, in case of R. B. Allen, filed July 30th, 1842, recorded in book A, page ----

CALVIN TUNNEL, P. J. P.

45 Feb. 6th, '44, administrators tendered their account, which was
46 utterly disapproved by the Court, but was allowed to be recorded, and they were ordered to return into Court certain papers that it was supposed they had abstracted, and to state an account as to the interest of intestate in the affairs of P. Jarboe & Son. This they never did, and this was their last appearance in the Probate Court.

62 Exhibit (B). No proof in the case as to this, and it is abandoned.

63 Defendant, E. Lott, summoned.

64 Defendants in the case, excepting E. Lott, generally demurred to bill, taken for confessed as to him. Demurrers taken under advisement, 15th September, '59.

65 April 5th, '60, demurrers severally overruled and withdrawn, and the parties demurrant asked and were allowed 60 days to answer.

66 June 2d, '60, administrator and administratrix of H. M. Jarboe, deceased, answer, admitting deaths of P. Jarboe and H. M. Jarboe, and administrations, as charged in bill. Say they have no personal
67 knowledge of facts alleged in the bill as to settlement of estate of P. Jarboe, deceased, but charge, on information and belief, that it is indebted to the estate of H. M. Jarboe, deceased; admit partnership of P. Jarboe & Son; say it was hopelessly insolvent; owed \$14,000; its means \$2,157 59; that H. M. Jarboe paid, and that

68 there is due to his estate, from that of P. Jarboe, \$5,000; don't know whether the administrators gave notice of day for adjustment of claims *vs.* estate, nor made settlements annually; insist that Court can grant no relief in case for such breaches of condition of bond; insist on validity of settlements in August '40 and '41, admitting error of \$500 in last *vs.* the estate.

69 As to settlement, 12th February, '42, they say that
firm of P. Jarboe & Son, at death of P. Jarboe,
owed : : : : : \$14,676 66
And means, of firm debts, goods and lands, amounted to
only : : : : : 5,305 34

Which left that concern insolvent : : : \$9,371 32

which was paid by H. M. Jarboe, and left balance of \$4,687 66, to be charged to the separate estate of P. Jarboe, and which was so properly charged in said settlement.

70 Insist that there is no balance due from the administrators to the estate of P. Jarboe, deceased, and that the claims allowed *vs.* it, in favor of H. M. Jarboe and E. Lott, were just and legal.

71 Referring to Exhibit [A], say, that by that Wm. P. Jarboe released to the administrators all his interest in the estate of P. Jarboe, for good and sufficient consideration, and rely upon this as a release and in lieu of his claim in this case. And that they find, among papers of the estate of H. M. Jarboe, deceased, promissory note dated 29th July, '35, made by E. Lott and P. Jarboe, for \$5,000, at one day's date and 12 per cent. interest, and if unpaid, amounts to about \$20,000, and leaves a larger balance *vs.* the estate. Respondents only ask simple interest on the note, and refer to it as Exhibit [B].

72 Exhibit [A], contemplated to be signed by Alfred Jarboe. (who did not sign it,) is a compromise of the administrators of P. Jarboe, deceased, with his widow and certain of his children, and Job Collins, as to a judgment that the administrators had *vs.* the widow and Wm. P. Jarboe, as to the dower interest of the widow in the lands of the decedent, and she and Wm. and Alfred Jarboe and Job Collins, were to withdraw any interference with settlement of estate by administrators. And proceedings instituted against the administrators in Probate Court, and notice to set aside sale of partnership real estate of P. Jarboe & Son, to be withdrawn, and sale confirmed. And the administrators were to do certain other things. This agreement was dated 15th Aug., '42, which was the last day to which Mrs. Jarboe's proceeding *vs.* the administrators, in the Probate Court, was continued, and which was then doubtless abandoned. Nothing released in the paper by Wm. P. Jarboe.

73 Answer, plea and demurrer of F. P. Vedder filed 2d June, '60.

74 Admits death and intestacy of P. Jarboe, and names of distributees of his estate and administration on estate, as charged in bill.

75 Demurs to first breach of condition of bond alleged in bill; admits
76 \$500 error in second settlement, and pleads validity of the various
77 settlements made by the Probate Court, as having jurisdiction; de-

78 murs to allegations of bill as to attempted settlement February, '44;
 79 denies allegations of bill as to amount of sales of real estate, and
 inadequacy of account; insists that accounts of Lott, \$134, and H.
 80 M. Jarboe, \$3,703 51, *vs.* estate of P. Jarboe, were just and properly
 81 allowed by the Probate Court; admits statements of the bill as
 to the 1st, 2nd and 3d bonds, and insists that conditions of 2nd
 and 3d bonds were for indemnity and protection of Job Collins and
 R. B. Allen, administrators of estate of John Allen, and not the
 persons to whose use this suit is brought; denies that he, respondent,
 is liable to complainants' use of, &c., on the conditions of his
 bond, and denies jurisdiction of the Court in the premises; demurs
 to the allegations of the bill as to partnership relations of P. Jarboe
 & Son, and the liability of H. M. Jarboe, as surviving partner, to
 account, because these are not proper matters of adjudication in
 this suit.

82 The Defendants, A. S. Seely and Job Collins, adopt the answers
 of their co-defendants, as their answer, June 2d, '60.

83 Replication to answer, filed July 18th, '60.

84 Cross bill of Job Collins *vs.* his co-defendants, Seely and Vedder,
 filed April 23d, '61. Says that he and his said co-defendants are
 making common cause in the defense of this case. Referring to
 statements of Exhibit [A] in complainants' bill, says, that if they
 are entitled to any decree or relief in the case, that before he (Col-
 lins) can be rightfully subjected to pay anything by virtue of the
 condition of his bond, that the liabilities of the Defendants, Seely
 and Vedder, should be severally and respectively exhausted to the
 amount of the several penalties of their bonds, and prays for such
 decree, and for rule to answer.

85 Demurrer to cross bill filed May 18, '61.

87 L. E. Worcester testifies to the partnership of P. Jarboe & Son
 at the time of the death of P. Jarboe. Had done business on credit
 system to considerable amount, and the partnership effects survived
 to Harvey M. Jarboe and C. Swallow, in spring of '40, sold lands
 to H. M. Jarboe, or E. Lott, for a stock of goods that had belonged
 to the partnership.

88 to 111 Master's Report and Exhibits, A. to F., inclusive. He has stated
 account on most liberal terms for the defendants, and reports bal-
 91 ance to 15 Sep., '61, in favor of complainants, \$4,065 88. Lott
 (whose testimony was rejected by the Master) testifies that Exhib-
 its A to E., inclusive, are in the handwriting of H. M. Jarboe, and
 93 that F is in handwriting of witness. The claim of the witness, \$134,
 was for boarding clerks of the concern of P. Jarboe & Son, and was
 94 paid out of funds of the estate of P. Jarboe. Does'nt recollect any
 thing about H. M. J.'s connection with or making out his account,
 or filing same. Witness knows nothing about filing or proving this
 account before Probate Court, or whether any one was appointed to
 represent the estate in the allowance of this claim. Witness thinks
 the account, except \$500 of the item of \$629 27, not just. Don't
 know how it got into the Probate Court. Knows nothing of the
 circumstances under which his (witnesses' account) was allowed, but

supposes H. M. J. took it to Probate Court and had it allowed; does
110 *not* know ~~not~~ of its being sworn to. The account of H. M. J., Exhibit
111 E.F, shows that it app~~er~~tains exclusively to partnership affairs.

Exception of complainants to Master's Report. Because of the allowance of any other or further claim or claims, demand or demands, against the estate of intestate, than those admitted in the bill, and because the claims and demands thus allowed and excepted to severally and respectively, have been allowed without sufficient proof of the justice or payment of the same, and without the distributees of said estate ever having had any day in Court to allow or contest the same.

112 Exceptions of Vedder and Seely to Master's Report—

1. The Master errs in approving of the action of subsequent Courts, in disturbing the judgment of the County Court, allowing partnership claims *vs.* decedent.

2. Master erred in not regarding the release of William Jarboe and his mother, in stating said account.

3. Master erred in refusing to allow claims against the estate, which had been previously allowed by the Probate Court.

113 Decree without prejudice to the rights of the parties respectively :

1st. Overruling, severally, exceptions to the Master's Report.

2nd. That demurrer be sustained to the cross-bill, and that same be dismissed.

3rd. That bill of Complainants be dismissed.

Plaintiffs assign for error the 1st and 3rd provisions of said decree.

Job Collins assigns for error the 2nd provision of said decree.

B R I E F .

In the progress of the case in the Court below, the defendants, excepting Lott, severally demurred to the bill, and on elaborate argument, as to jurisdiction of the Court, parties, and equity of the bill, the Court overruled the demurrer, which was withdrawn, and the demurrant parties obtained leave to answer. This, we supposed, settled the merits of the case, if we proved our bill to be true. Notwithstanding this, on the final hearing below, the *Court* suggested lack of proper parties in the case, and said that we might accept the alternative of bringing all the living sureties on the three bonds and representatives of the deceased sureties on the bonds, before the Court, by amendment of the bill, so that the Court might charge the sureties, and representatives of deceased sureties, in fellowship proportions, viz: Job Collins and the estate of John Allen, dec'd, with 5-10ths, those on 2nd bond with 3-10ths, and those on last bond with 2-10ths, (thus putting the bonds on footing of equal obligation, subjecting us to all chances of insolvency of sureties,) *or*, we might submit to decree that was rendered in the case without prejudice, and go to the Supreme Court to have the principles of the case settled. We preferred the last alternative, and are here seeking direction of this Court to the Court below, to enter a decree for

what is due us, on principles of proper accounting in the case, with proviso that administrator and administratrix of H. M. Jarboe pay in due course of administration, and that sureties, respectively, be not charged beyond the penalties of their bonds, and that liabilities of Seely and Vedder, severally and respectively, be exhausted before collecting anything out of Collins.

We refer to code of '45, title "Wills," §§ 69, 79, 80, 95, 121, 122 and 123, 11 Ills., 341—The People, use of, &c., *vs.* White—to show iniquity of allowing administrators, one of whom was surviving partner, to charge the estate of decedent with the *whole, or any part*, of partnership liabilities of P. Jarboe & Son, without showing a full and fair settlement of partnership accounts. Exhibit [A], in one of the answers, shows that there was partnership real estate, and so does the deposition or statement of L. E. Worcester, and that there was also a stock of goods, large amount of business done, &c. Propst *vs.* Meadows, 13 Ills., 157, is authority as to the point of the invalidity of the accounts, that the administrators settled, or attempted to settle, with the Probate Court. On the points of attack made by the bill, the accounts ought to be thoroughly overhauled and adjusted with reference to what appears in Exhibit [A] of the bill, which is a full transcript of what appears in the Probate Court. On the last three pages of the bill, we make specific allegations as to the allowable, or provable, or proven and paid demands *vs.* the estate, and the assets to be charged and accounted for.

There being no pretense of notice, actual or constructive, in the record to bind the distributees of the estate as to allowance of claims, especially claims in favor of the administrators, and others, not filed and duly proven, we do not see how it is possible, with reference to a full and fair application of the principles of the case of Propst *vs.* Meadows to the issues in the case under consideration, that any other claims can be allowed to the administrators, on statement of the account, than those that appear to have been proven, allowed and paid; and we find none such but those we have specified on pages J and K of the bill. How can the distributees be called on to allow, or disprove negatively, the claims that are not specifically stated and on file in the Probate Court? That would be to require of them a legal impossibility.

On a fair construction of §§ 69, 79, 80 Statute of Wills, we suppose that we have a right to proceed at our election *vs.* any one or more of the obligors of the bonds referred to in the record, "in any court of law or equity having jurisdiction thereof in this State. But for the intervention of the sureties on the 2nd and 3rd bonds, the mal-administration of the estate of P. Jarboe, deceased, would have been arrested, and the estate settled up some twenty years since. Although these bonds are spoken of as counter security to the original sureties, yet, in a court of chancery, which discourages multiplicity of suits and circuitry of action, and which encourages the benign doctrine of subrogation, we submit to the Court that Seely and Vedder, who are the last sureties on these 2nd and 3rd bonds, are bound on the "principles of natural equity, independent of con-

tract," to respond to any proper decree that may be rendered in the case, to the extent of the penalties of their respective bonds, before Job Collins, their co-defendant, is called upon. Why should the sureties on the first bond be held to pay, and then turn them round to sue for indemnity on the 2nd and 3rd bonds? See 2 Freeman's Dig., 1476, and cases there cited; 1 Leading cases in Equity, Hare & Wallace's notes, 120 and 121, and cases there cited.

D. A. & T. W. SMITH,

Atty's for Plaintiffs and Job Collins

[Faint handwritten notes in the left margin, possibly a list of names or dates.]

[Faint handwritten notes in the right margin, possibly a list of names or dates.]

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Abstract & Brief
The People to use of re-
ady Error to prove-

Elijah Lott et. al
" "

Filed Jan 9-62
Wm. A. Smith
cl

D. A. & T. W. SMITH

1844's for Plaintiff's and Job Collins
and 1845, there & Wallace's notes, 130 and 131, and cases there cited.
Freeman's Dig. 1416, and cases there cited; 1 Leaching cases in
round to one for indemnity on the 3rd and 3rd bonds. See 3
the surties on the first bond be held to pay, and then turn them
tore Job Collins, their co-defendant, is called upon. Why should
case, to the extent of the penalties of their respective bonds, be
trial, to respond to any proper decree that may be rendered in the

Supreme Court of Illinois. January Term 1862.

The People of the State of Illinois to the use of H^{on} P.
Jarboe et. als. Plaintiffs

vs } Error to Supreme.

Elijah Lott & others - Defendants.

According to our understanding & interpretation of §§ 69, 79 & 80 statute of "Wills" the bonds given by the defendants A. S. Seely & F. P. Vedder respectively are "as effectual in every respect, as if the same had been executed before letters had been granted" & may be sued upon just as the original bond, suing one or more of the obligors. But if in this construction we are mistaken, then the doctrine of substitution or subrogation in behalf of creditors comes into requisition. "Privity of contract between the parties is not necessary to the right of substitution, which is founded on the mere principle of equity." *Kyner v. Kyner* 5 Watts 221. See *Hopewell et. al v. Bk of Cumberland* 14 Leigh 206, 226 Mc; *Collum v. Struckley* et. al 9 Vermont 143. - 149.

N.B. If the court shall be of opinion we are entitled to any decree in this case, we desire the most especial direction as to the form of it because of Judge Woodson's proclivity in this case to decree according to suggestions in our printed briefs. In another case we had before him (which he decided at the same time of this case) involving the liability of several Heirs to the amount of \$1400. each - under the statute as to fraudulent ^(devises) ~~devises~~ he accorded us a decree for say \$400. to be paid by the Heirs in several fellowship proportions - some of the defendants being insolvent & some in Texas - thus devolving upon us, risk of going unpaid for the most part. We declined accepting this decree with the hope that in this case now before your Honors, the principle would be established that a decree or judgment must be for a specific sum - & may be with proviso that a party should pay in due course of administration, or when he had assets, or to the extent of the penalty

of his bond, or assets need by an heir.
D. A. & J. H. Smith.
Atty P. R.

Jacksonville Jan'y 27th 1862.

Supreme Court of Illinois.

January Term 1862.

The People of the State of Illinois to the use of
Wm. P. Jarboe et als. Plaintiffs

vs. Error to Grantee

Elijah Lott & others - Defendants -

According to our understanding & interpretation
of §§ 19, 79 & 81 Statute of "Wills" the bonds
given by the defendants A. S. Lerly & J. P. Vedder
respectively are "as sufficient effectual in
every respect, as if the same had been execu-
ted before letters had been granted", & may
be sued upon just as the original bond,
suing one or more of the obligors. But if
in this construction we are mistaken, then the
doctrine of substitution or subrogation in behalf
of creditors comes into requisition. "Priority of con-
tract between the parties is not necessary to
the right of substitution, which is founded on
the mere principle of equity." *Ryder vs Ryder*,
6 Watts 221. See *Hopewell et al vs BK. of Cum-*
berland 10 Leigh 206, 226. *McCollum vs*
Henckley et al 9 Vermont 143-149.

A. B. If the court shall be
of opinion we are entitled to any decree in this
case, we desire the most especial direction as to
the form of it - because of Judge Woodson's pro-
clivity in this case to decree according to
suggestions in our printed brief. *Wm. P. Jarboe*. In

another case we had before him (which he decided at the same time of this case) involving the liability of several Heirs to the amount of \$1000. each - under the statute as to fraudulent ~~devises~~^{will} - he acceded us a decree for say \$400. to be paid by the Heirs in several fellowship proportions - some of the defendants being insolvent - & some in Texas - thus devolving upon us risk of going unpaid for the most part. We declined accepting this decree with the hope that in this case now before your Honors the principle would ^{be} established that a decree or judgment must be for a specific sum - & may be with proviso that a party should pay in due course of administration, or when he had assets, or to the extent of the penalty of his bond, or assets rec'd by an Heir.

D. A. + J. W. Smith,

attys P. 2,

Jacksonville Jan'y 27th 1862.

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Sup. Ct. Ill. Jan'y 9th '62

The People to use
of Wm. T. Jackson & others
vs Eamon Burns
Elijah Sell et al

Supplement to
Brief of D. A. & J. W.
Smith

Jackson Ill Jan'y
27th 1862.

Filed Jan 28/62
W. T. Jackson
AL

People we
of Mr. J. J. J. J.

by

Elijah J. J.
J. J. J.

Argument-
of J. J. J. J.

Supreme Court Spring
Term A.D. 1862.

People vs. of Wm P Jacob et al vs
Elijah Lott et al } Error to Supreme

This cause was submitted to be
argued in vacation, no limit being
fixed for filing argument.

On behalf of defendants, particularly
Vedder and Suley, we propose, in brief
to present reasons why the decree of the
court below should be sustained. This
Bill is filed, at the instance, and princi-
pally for the benefit of William P. Jacob,
one of the Distributors, who as appears, has
absorbed most if not all other interests,
by purchase. His release of all error in
Administration is set up in the answer of
defendants Exhibit "A", wherein for a con-
sideration, which he cannot repudiate,
he covenants not to disturb the settlement
and his subsequently acquired interests are
upon principle, brought under the oper-
ation of his covenants. Therein contained
as they were acquired in full contempla-
tion of their legal effect. It is said this
is a contract as to the dower interests of the
widow in certain lands sold. It is evident
by no release of dower, no matter what the

the intent; it was however a contract to release them from and to satisfy a judgment against the said Widow & said William R. Jarboe, obtained against them for property bought at Administrator's sale to a large amount, of which release they received the benefit, and are by that fact estopped from complaining of the settlement. They contracted them never to disturb the settlement. No one but Alfred Jarboe, who never signed the paper, has any right to complain. But the suit is not well brought for his benefit.

This is a Suit in Chancery on the bond of the "Coventor Sureties" of ~~an~~ Administrator to make them respond directly to the heirs for alleged mal-administration; we think it is not well brought. The jurisdiction of Courts of Chancery to settle Estates in a proper case is not disputed. But this is not such a case. It is argued that we demurred to the bill, and that demurrer was overruled and withdrawn, and that therefore the amount of the ^{alleged} devastavit is the only open question. Not so. The same questions raised by the demurrer might have been raised on hearing, and when demurrer was withdrawn the case stood as though it had not been decided, and it was overruled.

simply because the Court determined to reserve all questions to final hearing and all that suggestion was withdrawn.

The complainants claim the right to proceed in this case ^{in Equity} against part of the obligors whose bonds have been given in course of this administration by virtue of the "69th & 80thth Sections of Statute of Wills". Upon what ground we cannot see. The 69th section has reference to Bonds given by the Administrator in regular course of Administration, but not to "Counter bonds" given to Sureties to indemnify them. This section also contemplates primarily a suit at law and does not contemplate a concurrent jurisdiction of Law and Equity to be resorted to by the mere Election of the party. It simply provides that where for any reason a remedy in a court of law becomes impossible or inadequate Equity may proceed against a part of the obligors as well as a court of Law. But we apprehend a resort to a court of ~~Law~~ ^{Equity} would not be tolerated, where the remedy at law is perfect, and no reason is

shown for resorting to the Equity ^{side} of the Court. Under our Statute to sur-
cein an Administrator's Bond it is not
necessary to first establish a devastator
but all the causes, and acts of misman-
agement which could be engrained
into in a Court of ~~Law~~ Equity may
be alleged as constituting the breach
of the Bond, [&] may ~~may~~ be proven
on the trial by exhibition of records
and by witnesses; So that it can-
not be contended here that it was
necessary to go into Chancery to es-
tablish a devastator, and that the
suit upon the Bond is an incident
to prevent a multiplicity of suits.

Equity practice requires that when
a party goes into a Court of Chan-
cery, all persons whose interests
and liabilities are directly relat-
ed to and interwoven with the sub-
ject matter of controversy, shall
be made parties to the suit, that
there may remain ^{no understanding} ~~room~~ for fu-
ture determination: So, that if
Complainants had a right here to
resort to Equity, they should
have made parties, all the obligors

of the General bonds set up, and, in case of decease, their legal representatives, that complete justice might have been done between all parties concerned and all future litigation prevented. This was the view taken by the Court below, and there seems to be no good reason against it. The 79th section provides for a new Bond in case of insufficient security, or in the alternative "counter security" to the first security to indemnify him in case of loss from enforced liability. Sec 80 simply gives a form of Bond in case "new security" is given, but it is not perceived what bearing these sections have ~~up~~ to uphold an original Bill in Equity against a part of the counter securities of deft Job Collins at the suit of these complainants as amalgams See *Freeland Exr* or *vs Dazzy et al* XXV. Ill. p 294. That was an attempt to transfer the Administration of an Estate into a Court of Equity, which the Court would not tolerate without good cause

The reasons alleged in this case why the Court should take jurisdiction were stronger than in this; the reasons given are similar in both cases, but this case is an attempt to sue on an Administrator's Bond in a Court of Equity & under cover of that suit to review a judgment of the Probate Court, at the instance of a party who might have had his remedy by appeal at the time the Probate Court rendered judgment, & who was then competent in law to act for himself. One ground on which the Court of Equity is invoked is that the Probate Court acted without Evidence. How can this Court say that. The law does not require Evidence to be recorded in that Court, and the presumption is that the Court acted on sufficient Evidence. Judgments of that Court are conclusive. 2^d Gilman 663. And the Supreme Court has decided that the allowing a claim in that Court is a judgment.

A Court of Equity will not go behind a judgment. 3^d Gilman 631. The case of Propst vs Meadows does not maintain the ground taken by plffs in Error, but is rather

an authority ~~of~~ for Defendants
See bottom of page 168 & page
169 13th Minis.

But this is a suit in which the
complainant sues upon three
bonds, & sues to establish or de-
stroy in Equity to sustain a breach
of these bonds at once, and sues
to establish such destruction by
reviewing & reversing the judg-
ment of the Probate Court!

Sec 68 Stat. Wills confers certain
by no more power upon a court
of Equity in that behalf than it
does upon a court of law,
& surely they could not all
be sued together in one suit
at law! Again all are not
dead, Halliday, one of the obligors
is still living, & Charles Gregory
another has heirs.

No action can be obtained on
all these bonds in the same suit
because the parties are not the
same.

No action will lie on any ex-
cept first bond, the other bonds
are between other parties, and dif-
ferent penalty and are for
counter security.

If the ^{last} two bonds had been intended
as "Additional Security" they should
have been for the same sum as
the first and executed under the
order of the Probate Court, see sec
79. Stat Wills.

If defendants Velder and Sully are
liable at all it is not to the heirs
of the intestate but to Job Collins
security on the Administrator's Bond.
Before they can be liable his lia-
bility must first be determined.

The Circuit Court rightly de-
cided that co-securitors were lia-
ble to mutual contribution, and
should therefore be all brought
before the court if the suit can
be maintained ^{at} all in this form.
Leading Cases in Equity page 96
at top.

Suit might be instituted possibly
all, or one, or more, on a single
Bond when the judgment would be
the same, but not when the judg-
ment must be different.

The allowances against the Es-
tate exceed the assets.

Arm Knapp
Chas D Hodges
for depts in error

State of Illinois,

SS.

SUPREME COURT.

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of Ogle County:

Because in the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Greene County, before the Judge thereof, between The People of the State of Illinois Com plainants in chancery to the use of William P. Parker Sather and Elijah Sath Sather

Defendants it is said that manifest error hath intervened to the injury of the said

Complainants

as we are informed by their complaint, the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court of the State of Illinois, at Springfield, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county you give notice to the said Elijah Sath

that he be and appear before the Justices of our said Supreme Court, at the next term of said Court to be holden at Springfield, in said State on the first Tuesday after the first Monday in January next, to hear the records and proceedings aforesaid, and the errors assigned, if he shall think fit; and further to do and receive what the said Court shall order in this behalf; and have you then and there the names of those by whom you shall give the said Elijah Sath notice, together with this writ.

Witness, the HON. JOHN D. CATON, Chief Justice of our said Court, and the seat thereof at Springfield, this

3

day of December

in the year of our Lord, one thousand eight hundred and

sixty-

Wm. C. Cuneo

Clerk of the Supreme Court.

This scire facias duly served upon the writ
in named Elijah Lath by sending the same to
him this 14th day of December 1861

Serving this 50 cts
under hand 40 " *John H. Hughes Sheriff of Ash County*
Returning 10 " *By E. P. Sexton Deputy* *Illinois.*
\$1.00 Paid by David A. Smith
of Jacksonville
Illinois.

Supreme Court,
SECOND GRAND DIVISION

The People of the State
of Illinois to the use
of David J. Jackson - Defendants

Plaintiffs in Error.

vs.

Elijah Lath Plaintiff

Defendant in Error.

SCIRE FACIAS.

Filed

Clerk D. C.

With \$1. to be served
according to David A.
Smith, Jacksonville
Illinois, by 14th Dec
1861 - otherwise he
will be served a con-
scient of David A.
Smith.

State of Illinois,

SUPREME COURT.

SS.

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of *Ogle* County:

Because in the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of *Green* County, before the Judge thereof, between *The People of the State of Illinois (to the use of William P. Jarboe Dolher) Plaintiffs & Elijah Lath Dolher*

Defendants, it is said that manifest error hath intervened to the injury of the said *Plaintiffs*

as we are informed by ~~the~~ complaint, the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court of the State of Illinois, at Springfield, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county you give notice to the said *Elijah Lath*

that *he* be and appear before the Justices of our said Supreme Court, at the next term of said Court to be holden at Springfield, in said State on the first Tuesday after the first Monday in January next, to hear the records and proceedings aforesaid, and the errors assigned, if *he* shall think fit; and further to do and receive what the said Court shall order in this behalf; and have you then and there the names of those by whom you shall give the said *Elijah Lath* notice, together with this writ.

Witness, the HON. JOHN D. CATON, Chief Justice of our said Court, and the seal thereof at Springfield, this

1874 day of *December*

in the year of our Lord, one thousand eight hundred and

sixty-one

Wm. F. Carney Clerk of the Supreme Court.

This scire facias duly served upon the
within named Elijah Solt by reading the same
to him this 23^d day of December 1861.

Served this 20th John A. Hughes
8 miles here 40. By E. P. Sexton Deputy Sheriff of 0th
returning 10 County Illinois.
\$1.00 Paid by D. A. Smith
of Lucks and Co
Illinois

Supreme Court,
SECOND GRAND DIVISION

The People of the State
of Illinois the one of
them J. J. Parker teller

Plaintiff in Error.

vs.

Elijah Solt &
others

Defendants in Error.

SCIRE FACIAS.

Filed

Clark B. G.

with \$1. to be served
returning to Darius A.
Smith Jackson in the 14th.
as soon as possible. Last
day of December serv-
ice being 28th December
1861