No. 8609

Supreme Court of Illinois

R.F.Wingate,Admr.

vs.

Orval Pool

71641 7

State of Illinois
Jefferson County } ss.

Pleas and proceedings had in the Circuit Court in and for the County of Jefferson and State of Illinois before the Hons. Samuel Scott Marshall, Downing Baugh & Edwin Beecher presiding Judges of the 12th Judicial Circuit; in the case of Orval Pool versus Edward H. Ridgway deceased and Robert F. Wingate Administrator of said Decedent, during the years 1853, 54, 55, 56, 57 & 58.

500.16
170.78
670.94

State of Illinois }
Jefferson County } ss.

Of the September Term of the Circuit Court of Jefferson County State of Ills. A.D. 1853.

To the Honorable Samuel S. Marshall Presiding Judge of the Jefferson Circuit Court sitting in the Court of Chancery.

Unto your Honor respectfully sheweth, your Orator Orval Pool of the County of Gallatin in the State of Illinois that on the 4th day of August 1841 at the County of Gallatin aforesaid at Shawneetown in s.d County one Robert Castles now deceased made his certain promissory note in writing with your orator and one Ephraim H. Gatewood now deceased as his securities by which said note which is in words & figures as follows that is to say "Bank of Illinois Shawneetown August 4th 1841" "900 00/100 – Seven months after date we or either of us promise to pay the President, Directors & Co. of the Bank of Illinois Nine hundred dollars with interest at the rate of eight per cent per annum from due until paid without defalcation, for value received. (signed) Robert Castles, O. Pool, E. H. Gatewood, and on the third day of July 1841 the said Robert Castles made his certain other promissory note in writing at Shawneetown Gallatin County aforesd with your orator, and one William Castles as his securities which said last mentioned note is in the words and figures following, (that is to say)

"$770 00/100 Bank of Illinois, Shawneetown

Seven months after date we or either

Filed September 9th 1853
J. B. Turner Clk
By W. Johnston D.C.

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of his promise to pay to the President, Directors and Co of the Bank of Illinois, seven hundred and seventy $\frac{00}{100}$ dollars with interest at the rate of eight per cent per annum from due until paid, without defalcation for value received.

(Signed) Robert Castles
Wm Castles
O. Pool "

which said notes tho' in terms and in Law joint, and several were both executed by your orator and the Ephraim H. Gatewood whose name is subscribed with your orator to the first of s.d two notes, and William Castles whose name is subscribed to the second of said notes as securities of the said Robert only and not as principals.

That the said notes were delivered by the said Robert Castles deceased to the said Bank of Ills at Shawneetown aforesaid, and the said Robert Castles and your orator & his co-securities became liable to pay the same to the said President & Directors of said Bank according to the tenor and effect of the same respectively, but your orator further sheweth that said Robert Castles principal therein departed this life on or about the 25 day of September A.D. 1846 intestate, and without paying off or discharging said notes or either of them or any portion thereof, and leaving his affairs very much disarranged and in an embarrassed condition and in so much that so far as the balance of debts now due by s.d estate, the s.d estate is hopelessly insolvent and both the said Ephraim H. Gatewood and William Castles two of his securities as

4 aforesaid have since the execution & delivery of the said notes departed this life intestate and both of their estates have since their respective deaths proved wholly insolvent, and wholly unable to pay off or discharge their debts and liabilities as can be made appear.

That on the 1st day of December A.D. 1846 letters of administration on the estate of the said Robert Castles were by the County Court of Jefferson Co. Ills granted to and Walter B. Scates who since then relinquished the administration of said Estate, and on the 1st day of June AD. 1848 one Edward H. Ridgway was appointed Administrator de bonis non of the said Robts estate in place of the sd Scates, and letters were accordingly then and there granted to him as such upon the estate of the sd Robert by sd Co. Court as by reference to letters of admon to him the sd Edward H. Ridgway by the said County Court in due form of law granted and bearing date the 1st day of June A.D. 1848 aforesaid will more fully and at large appear

That the said Robert Castles was at the time of his decease indebted to the said Bank of Ills at Shawneetown in another sum of money by note of the same description as the notes above referred to making in all including the sd 2 notes hereinbefore set forth with the interest due thereon up to the time of their allowance as hereinafter mentioned the sum of $3827.20 cents or thereabouts due the said Bank which said last mentioned sum of money at Court of Probate holden at Mt Vernon for the County of Jefferson before

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35 William S. Dodds Esq sitting as Probate Justice in the County Court of Jefferson County aforesaid on the day of A.D. 18 , being the term of s.d Court was by the order of sd. Court allowed as a valid claim against the said Roberts' estate in favor of the s.d Bank.

That the said Edward H. Ridgway was himself with the s.d Ephraim A. Galewood security for the s.d Robert Castles dec.d upon a portion of the s.d last mentioned sum of money, but your orator was security for the s.d Roberts on the two notes hereinbefore referred to & set forth in this Bill. That the note upon which said Edward H. Ridgway himself was security as afores.d amounted to the sum of $900. or thereabouts and was due on the 31st day of March 1842 as your orator believes.

Your orator further sheweth unto your Honor that at a Court of Probate of Jefferson County before the s.d William S. Dodds Esq sitting in the County Court as Probate Justice as aforesaid for the County of Jefferson on the 26th day of August 1848 at the County aforesaid in the town of Mt. Vernon it was ordered by said Court that the said Ridgway should as administrator as afores.d pay over upon the said two notes hereinbefore described upon which your orator was security as afores.d and the note for $900. upon which the s.d Edward administrator was security as aforesaid being 3 notes in all $2570. exclusive of interest and No. as 7300. 7589 & 7395, the sum of $613.35

in cash — on the day of March A. D. 1850 that is to say, at the March term A. D. 1850 of s.d Court the s.d Ridgway was ordered by s.d last mentioned Court then likewise sitting a Court of Probate as afores.d, to pay on the s.d 3 promissory notes to the s.d president and directors the further sum of $175.96 cents as afores.d and on the day of April 1851, that is to say at the April term of said Court A. D. 1851, the same Court then also sitting as a Court of probate as aforesaid ordered him the s.d Ridgway to pay on the s.d 3 notes to the s.d President and directors as aforesaid the further sum of $389.82 cents as by reference to the s.d orders of the s.d Court certified copies of which are herewith filed will appear.

That at the time the s.d order of Court to pay the s.d sum of $613. Bank Certificates or Certificates on the s.d Bank of Ills at Shawneetown were selling in the money market & could have been actually purchased at 25 cents to the dollar and were really not worth more than the said sum of 25 cents to the dollar and the time the other two several orders were made by s.d Court, Certificates on the s.d Bank were worth little more if any thing than s.d sum of 25 cents on the dollar & could have been purchased at a mere trifle comparatively speaking say 25 cents to the dollar, and your orator avers that the greater portion if not the whole of the s.d 3 notes, prin-

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cipal and interest could have been paid off discharged & satisfied with the said several sums of money so ordered to be paid out by the sd Court on the said debts of which he the sd Edward H. Ridgway being Admr de bonis non had then & there full & perfect notice yet your orator in fact saith that notwithstanding the premises the said Edward wholly unmindful of his duty as admr de bonis non of the sd Robert Castles as aforesaid and as trustee of the sd Castles for the benefit of his the Roberts creditors & next of kin - altho' he the sd Ridgway had in his hands at the time the sd order of Court was made ordering him to pay the sum of $613.35 on the sd 3 several notes of him the sd Robert the sd last mentioned sum of money in cash fraudulently contriving and intending to defraud your orator as the security of the sd Castles and to render him liable as the security of the Robert to pay the said two promissory notes as his the sd Roberts security as aforesaid purchased Bank certificates as aforesd on the sd Bank of Ills at Shawnetown to the amount $613.35 and on the 10th Sept 1848 paid that amount in certificates on sd claim thereby paying on sd notes upon which your orator is security to the sd Bank his proportionate share of sd sum of $613.35 cts in Bank certificates amou

ting to the sum of $50 or thereabouts in cash only, rating Bank Certificates at 25 cents to the dollar as aforesd, whereas in truth and in fact had the said sum of $613.35 been by him the said Ridgway laid out in the purchase of Bank Certificates at their then current price as aforesd & paid on said claim so due the sd Bank as aforesd a very small portion if any would have left unliquidated and your orator would as the security of him the sd Robt Castles deceased have had but a small portion if any of sd two notes upon which he was security aforesaid to pay to the sd Bank, and only may it please your Honor did he the said Edward fail to pay over the sum of money in compliance with the order of the said Court as aforesd but has in truth and fact wholly failed to comply with the two orders of Court subsequently made to the same effect whilst the debts upon which your orator was security as aforesd has been left wholly due and unpaid excepting the small payment made by sd Ridgway in Bank Certificates as aforesd the time for proving claims also against the sd Castles Estate at law, having in the mean expired & your orator being also until recently wholly ignorant of the sd Edwards conduct in the premises, all of which the actings and doings of the sd Edward in the

premises was as your orator does verily submit, contrary to equity and good conscience and to the rules of this Honorable Court.

Your orator charges that the sd Edward was in equity a trustee of the sd Castles Estate for the benefit of all concerned & not for his own benefit alone, and in attempting his band, manage or economize the sd several sums of money that came to his hands as afores as admor de bonis non, if he did so at all he ought to have had an eye to the benefit of your orator as the sd Roberts security as well as singly to his own individual interest and that if he purchased certificates of sd Bank at all he ought in equity and good conscience to have laid out the whole of the sd several sums of money in that way or not at all, and ought either to have paid over the said several sums of money to the said Bank equally on said debts in cash only in proportion to their amounts respectively or paid out the whole of the said several sums of money in certificates and applied the same upon the 3 notes due the sd Bank as as afores.d and thereby liquidated them so far as the several sums of money and more particularly the sd sum of $613.35 would go in that way.

And the fact is may it please your

Honor, your orator has actually in consequence of the inequitable and unjust conduct of the Edward as such administrator in the premises been recently sued by the assignees of s.d Bank and has actually been compelled to as the s.d Roberts security on said two notes to pay the sum of $2274.23 cents and the sum of $30 or thereabouts costs of suit, in full discharge of the balance of principal and interest due upon said promissory notes to the s.d Bank of Ills by the said Robert Castles dec.d as afores.d as can be made appear.

And your orator further charges that the s.d Edward is accountable to your orator in Equity and good Conscience for a proportionate share of the said several sums of money or cash so ordered to paid out equally upon the said 3 notes in proportion to the amount due upon each note at the time the said orders were respectively made, deducting the small payment made on s.d debt in Bank certificates at their real value in cash at or about the time the said orders of Court (or within a reasonable time after) the same were made or about the time said Bank certificates were bought and paid on s.d notes, or is accountable to your orator in equity for the actual amount of loss and damage at least accruing to and sustained by your orator in consequence of his the s.d Edward's

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unjust conduct in the premises to be only ascertained by this Honorable Court on the s^d Edward's rendering a strict account in the premises, and for as much as your orator is without redress in the premises save in this Honorable Court where frauds and breaches of trust of this nature are more particularly cognizable and relievable he humbly prays the aid thereof and the s^d Edward may be made defendant to this Bill and answer upon oath the material allegations therein contained paragraph by paragraph as if the same & each & every part alleged were put to him by way of special interrogatory, and furthermore that the Edward may account with your orator & show what amt of cash he expended in purchasing $613.35 if any in Bank certificates & how much he paid if any upon the 2 notes due by the s^d Castles to the Bank upon which your orator is security for him and when? & how much & what amt he paid on his own debts & when? What Bank Certificates were worth at the time the s^d orders were made for him to pay over $613.35 in Cash on the said 3 notes and when he bot the Bank Certificates to the amount of $613.35 as aforesaid or about the time the said orders were made as aforesaid.

He further prays that the peoples writ of subpoena in Chancery may issue &c and upon a final hearing of this Bill that he the s.d Edward be compelled to pay over your orator the amount which ought to be, have been paid over to the President and directors of the s.d Bank of Ills at Shawneetown on the said 2 notes upon which your orator was security as afores.d deducting the value of the certificates paid over as aforesaid by him the s.d Edward with interest thereon from the date of s.d orders of Court until the present time and for such other and further relief as to your Honor may seem just and equitable in the premises and your orator will ever pray as in duty bound.

Nelson & Montgomery Sol.s
for Complt.

Upon the filing of which said bill, the following summons issued thereon, and which is in words and figures as follows, to wit

Sum.s

"State of Illinois } Set
Jefferson County } "

The People of the State of Illinois, To the Sheriff of Jefferson County Greeting:

We command you to summon

13 Edward H Ridgway. Administrator De bonis non, of the estate of Robert Castles deceased, if to be found in your County, to appear before the Circuit Court of said County, on the first day of the next term thereof, to be holden at the Court House in Mount Vernon on the Third Monday in the month of September 1853 to answer a certain bill in chancery exhibited against him by Orval Port as complainant on the chancery side of said court, and here of make due return to our said Court as the law directs.

Witness T B Sanner clerk of our said Court, and the Judicial Seal thereof at Mount Vernon this 9th day of Sept. A D 1853

Circuit Court of Jefferson County Illinois

T B Sanner Clerk
By N Johnston D.C.

Endorsed. Served the within Subpoena in chancery by delivering to Edward H Ridgway the within named Defendant a true copy thereof, this 9th day September 1853.

Endorsed

Sept 9 1853. Executed by leaving a true copy with deft. Serv .50 Returns .10 — 60

W Dodds Shiff J.C.
by Jas Westcott D.S.

And afterwards - to wit, On Monday the 26th day of September A D 1853, the following order was made by the said Circuit Court, and which appears of record in words and figures as follows, that is to say,

September Term Jefferson Circuit Court 1853.

Monday 26th

Orval Pool
vs
Edward H Ridgway

Bill in Chancery.

Ordered by the Court that Deft. Answer by Wednesday morning next.

And afterwards, to-wit, On Tuesday the the 27th day of Sept. A D 1853. The following order was made by the said Circuit Court, and which appears of record in words and figures as follows, that is to say,

Sept Term Jefferson Circuit Court 1853

Tuesday 27th

Orval Pool
vs
Edward H Ridgway

Bill in Chancery

Ordered by the Court, That the time for filing the Answer of the Deft. be deferred to the first day of March next.

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Answer

May Term of the Circuit Court of Jefferson County AD 1854

Orval Pool
vs
Edward H Ridgway
} In Chancery.

The answer of Edward H Ridgway to the bill of Complaint filed herein by the said complainant,

This respondent saving and reserving the manifold errors, untruths and misstatements in said Complainants bill contained for answer thereto, or to so much thereof as he is advised, is material for him to make answer unto - Answering says true it is the said Robert Castels departed this life, and letters of Administration were granted to said Walter P. Scates, and letters of Administration de bonis non were granted to this respondent as in said bill alledged as well as this respondent recollects - but whether the said Robert deceased - and the said Complainant with one E H Gatewood, now deceased, as his securities made the said two promissory notes to the said Pool at Shawneetown as in said bill alledged this respondent of his own knowledge knows not, therefore neither admits or denies, but calls for the proof; respondent admits that said Robert died leaving his estate in an imbarrased condition, and that unless your respondent may be enabled to collect the debts due said estate - about which he is wholly unable to state said Roberts deceased estate will be insufficient to pay off and discharge the debts proven and

Filed February 28th 1854
J B Farmer Clk

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allowed against it, but how large will be the deficit this respondant is unable at this time to assertain as the estate still remains in an uncertain and unsettled condition, and respondant admits that said S H Gatewood and Wm Castles have also departed this life and that the estate of the said Gatewood as he is informed, and believes is insufficient to pay off and discharge the debts thereof but whether the estate of the said Wm Castles is insolvent or not this respondant does not know, therefore neither admits or denies, but calls for the proof and in this connection this respondant would beg leave to state, that as he has been informed and verily believes and therefore charges as being the fact the said Complainant has now pending in the Gallatin Circuit Court in this State a suit against the estate of the said William Castles deceased to recover of and from said estate of William Castles deceased, a certain amount, of money which he the said Complainant insists he paid on one of said notes as co security of the said William Castles deceased which suit was instituted and pending prior to the filing of the bill herein, wherefore your respondents submits to this Honorable Court whether the said Compt can maintain said suit against the said estate of William Castles deceased, and also at the same time maintain this suit whereby he may be enabled if his wishes are grattified to have satisfaction twice for the same cause of action if

cause of action he has which this respondent does not pretend to admit or deny but submits for the termination of this Honorable Court – Respondents admits that said notes together with one other purporting to be signed by the said Robert deceased your respondent and said E & G Gatewood were filed and allowed against the estate of the said Robert deceased respondent admits as well as he recollects the amounts of said notes respectively are as in Complts bill set out. Respondent states that when said notes were allowed against his intestates estate the amounts thereof were consolidated and amounted in the aggregate as near as he has been able to ascertain to the sum of $ 3758 00/100 principal and interest up to the allowance thereof which was as appears from the records of said Probate Court on the 23rd day of March 1848 and that said Probate Court August the 28th 1848 in striking a dividend in said estate, Ordered your Respondent as such administrator de bonis non to pay to the said Bank the sum of $ 612, 35
also at the April term of said Probate Court 1850, the sum of $ 175, 96
also at the April term of said Probate Court 1851 the sum of $ 389 82
amounting in all up to this time, to the sum of $ 1178, 13
Respondent admits that he paid the amount of said dividends to said Bank in the paper and scrip of said bank which he purchased in Cincinnati Ohio where he went for that purpose

alone from his residence in said County of Jefferson and that his necessary expences in procuring said paper was as near as he can now recollect about the sum of $30, or but to the best of his recollection at this time he paid the same most altogether in the bills of said Bank, that the means or paper & scrip or paper of said Bank with which he paid off the first dividend so struck in favor of said Bank, cost him & he actually paid out for the same, the sum of fifty cents to the dollar, and that he also paid off the said second dividend so struck in favor of said Bank in the paper of said Bank & mostly, perhaps entirely in the bills of said Bank, which cost him and he actually paid therefore to the best of his recollection the sum of fifty cents to the dollar, And that he also paid off the third dividend so struck in favor of said Bank in the paper of said Bank, And according to his best recollection most entirely in the bills of said Bank which he purchased for that purpose in the City of St. Louis and which cost him according to his best recollection the sum of sixty cents to the dollar and this respondent here denies that he procured the paper of said Bank at any greater depreciation than as he has stated to the best of his knowledge and belief, and this respondent here states that the reason why he purchased said paper of said Bank and paid off the dividends to said Bank in the manner he did, was to make

himself whole and secure, so far as he could as one of the creditors of said estate. for said estate was largely indebted to him in a large sum of money to wit; in about the sum of $646 00/100 on account of debts which he was compelled to pay as the security of his said intestate a large amount of which claims have been transfered to him since they were filed in said Probate Court and are now claims against said estate duly filed and allowed against said estate of R. Castles for the use of this respondant but this respondant wholly denies any the least intent to defraud any one interested in, or the settlement of the said estate of his intestate, and he humbly submits whether he has not the right to act just as he has for his own security in the premises, and in this conection as to whether this respondent paid of entire the said note upon which he is charged with having been security for said Robert deceased he states he as such Administrator has not paid off the said notes upon which he is charged in the Compts bill as being security nor has he as such Admr. nor with the means of said estate or the dividend struck thereon, paid, any grater proportion on the same than he has on the the other debts so allowed in favor of said Bank, upon this allegation of Compt bill as to whether the said Compt was security for the said two notes as in said Compts bill alledged respondant of his own knowledge

knows not, and therefore calls for the proof in this respect. This respondant does not pretend to state the market price of said Bank paper at the time he purchased the said amounts to pay off the dividends as aforesaid but states that he paid for the same the amounts as above stated to the best of his recollection and belief. Respondant further answering states that the estate of the said Robert deceased is still in an unsettled condition and that he has been unable up to this time to make a final settlement of said estate, there still being a large amount of money due said estate sufficient or nearly so, to pay off the debts of said estate, but what amount of said debts due the estate of his intestate he will be able to collect it is impossible for him at this time to state and therefore prays that the said Complt may be staid in the prosecution of his said suit until a final settlement of said estate or until a sufficient time may elapse for him to ascertain what amount of said debts due his intestate can be collected and applied to the liquidation of the debts due by said estate, this respondent here states that so far as he is able to ascertain from the records in said estate and from every other means in his power, the assets of said estate ~~are~~ unappropriated as follows,—

Cash on hand $134,00

Debts, good doubtful and desperate I suppose $2000,00

This respondent states that to the best of his knowledge recollection and belief he has

payed off and satisfied the said dividends so struck upon said notes due said Bank fully in accordance with the order of the said Probate Court in that behalf. and most positively denies that he has failed or acted fraudulently in this or any other respect in the premises, or that he has, or attempted to defraud the said Compt in any way in his management of said estate.

Your respondant further answering sets up charges avers and pleads that the said Compt has wholly failed as he is informed and verily believes to file & have allowed any claim against the estate of his said intestate on account of his paying off and discharging the said two notes as in said Compts bill alledged. And that letters of administration was granted on his said intestates estate more than two years next before the filing of his bill herein, wherefore your respondant submits whether the said Compt has any subsisting claim against his said intestates estate and if not whether he can maintain this suit against your respondent. And now having sufficiently answered said bill or so much thereof as he is advised is material for him to make answer unto, prays to be hence dismissed with his proper costs and charges in this behalf expended he will ever pray as in duty bound &c.

R. T. Wingate Sol
for respondent.

State of Illinois }
Jefferson County } This affiant the defendant

after being first duly sworn deposeth and saith that the matters and this as set forth in the foregoing answer so far as stated from his own knowledge, are true and so far stated from the information of others and other sources he believes to be true to the best of his knowledge and belief.

Sworn to & subscribed before me this 27th day of Feb AD 1854 } E H Ridgway

J B Tanner, clk

General Replication

R S Wilson Sol for Compt.

Filed February 28th 1854

J B Tanner clk

And afterwards, to wit; On Monday the 15th day of May A D 1854 the following order was made in this cause, by the said Circuit Court, and which appears of record, in words and figures as follows, ~~to wit~~ that is to say,

May Term Jefferson Circuit Court, A D 1854.

Monday 15th

Orval Pool
vs
Edward H Ridgway } Bill in Chancery,

Ordered by the Court, That this cause stand Continued,

And afterwards, to wit; On Monday the 2nd day of October A D 1854, The following order was made in this cause, by the said Circuit Court, and which appears of record, in words and figures as follows that is to say;

Sept Term Jefferson Circuit Court A D 1854,

Monday Oct 2nd A D 1854

Orval Pool
vs
Edward H Ridgway } Bill in Chancery,

Ordered by the Court that this cause stand continued to the next Term of this Court,

And afterwards, to-wit; On Tuesday the fourth day of December, AD 1854 at a special term of said Circuit Court, the following order appears of record, which is in words and figures following, that is to say,

Special December Term AD 1854.
Tuesday

Orval Pool
vs } Bill in Chancery.
Edward H Ridgway

This cause is continued by order of the Court,

And afterwards, to-wit; On Wednesday the 9th AD 1855, The following order was made in this cause, by the said Circuit Court, which is in words and figures as follows, that is to say,

May Term Jefferson Circuit Court AD 1855.
Wednesday May 9 – 1855.

Orval Pool
vs } Bill in Chancery.
Edward H Ridgway

This day came the Complainant, by Nelson his Solicitor, And the Defendant by Wingate his Solicitors; And the Complainant by his Solicitor asked leave to amend his Bill, which motion, the Court having fully considered the matter, granted, It is further ordered, by the Court, after hearing, arguments and proofs, that Noah Johnston Esq

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he, and he is hereby appointed special Master in Chancery to take depositions &c, And that this cause stand continued.

And afterwards, to wit; On Monday the 24th day of September A D 1855, the following order was made in this cause, by the Circuit Court, which sd order is in words and figures as follows, that is to say,

Monday, September 24th 1855

Orvil Pool
vs
Edward H Ridgway
} Bill in Chancery.

This day came R S Nelson, Solicitor for Plaintiff, and R. T. Wingate, Solicitor for Defendant, and asks leave of the Court to open Depositions, and leave is granted accordingly.

And afterwards to wit; On Wednesday the 3rd day of October, A D 1855, the following order was entered of record, which sd order is in words and figures as following, that is to say,

September Term Jefferson Circuit Court A D 1855

Wednesday October 3rd 1855,

Orval Pool
vs
Edward H Ridgway
} Bill in Chancery,

This day came the parties by their Solicitors, and on motion of R. T. Wingate, counsel for the Defendant, It is ordered by the court that said above styled cause be continued untill next Term of ~~Court~~,

And afterwards, to wit: On Monday, the 12th day of May A.D. 1856. The said Circuit Court made the following order, and which said order appears of record in words and figures as follows, that is to say,

Jefferson Circuit Court. May Term A.D. 1856.

Monday May 12th 1856.

Orwil Pool
vs
Edward H Ridgway } Bill &c In Chancery.

This day came the complainant herein by Nelson & Johnson his Solicitors - and the Defendant by A J Wingate his Solicitor - Whereupon the complainant moves the Court for leave to open Depositions, which leave is accordingly granted by the Court,

And afterwards, to wit: On Thursday the 15th day of May AD 1856, The following order was made in sd cause, which sd order is in words and figures as follows. That is to say,

May Term Jefferson Circuit Court, AD 1856,

Thursday May 15th 1856, Continued

Orval Pool
vs
Edward H Ridgway
} Bill in Chancery

This day again came the Parties, Complainant and Defendant, by their Solicitors, and on motion, It is ordered by the Court, That this Cause be, and it is hereby referred to the Master in Chancery, to take further Testimony, and that he do report the same to this court at its present sitting.

And afterwards, to wit; On Saturday the 17th day of May. AD 1856. The following order appears of record of the sd Circuit Court, and which sd order is in words and figures as follows. That is to say.

May Term Jefferson Circuit Court AD 1856,

Saturday May 17th 1856

Orval Pool
vs
Edward H Ridgway } Bill in Chancery,

This day again came the Parties, Compt and Defendant, by their Solicitors: and this cause being ripe for hearing is submitted to the Court on Bill and answer, exhibits, Depositions, and proofs, and the court not being advised in the premises, takes the same under advisement.

And afterwards to wit; On Saturday the 26th day of Sept. AD 1856 The following order was made in this cause, by the said Circuit Court, and which appears of record in words and figures as follows, that is to say.

September Term Jefferson Circuit Court, AD 1856,

Saturday 26"

Orval Pool
vs
Edward H Ridgway } Bill in Chancery,

Ordered that this cause stand continued to the next Term of this court,

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And afterwards, to wit; On Saturday the 9th day of May AD 1857. The following order was made in this cause by the Circuit Court, which appears of record in words and figures as follows, that is to say,

May term Jefferson Circuit Court AD 1857
Saturday May 9th

Orval Pool
vs } Bill in Chancery.
Edward H Ridgway

This day come the Complainant by Nelson, and the defendant by R F Wingate his Solicitor who suggests to the court the death of Edward H Ridgway the defendant herein,

And afterwards to wit; On Saturday the 16th day of May AD 1857. The following order was made in this cause by the Circuit Court, which sd order is in words and figures as follows, that is to say,

May Term Jefferson Circuit Court AD 1857
2nd Saturday May 16th continued

Orval Pool
vs } Bill in Chancery.
Edward H Ridgway

This day came again the parties by their Solicitors, and on Motion, It is ordered by the Court, that Robert F Wingate Esq. Administrator of the Estate of Edward H Ridgway deceased, the defendant in this cause, be made defendant, and this cause continued until next term,

And afterwards, towit, One Friday the 29th day of October AD 1857. The following order was made in this cause by the Circuit Court, which said order is in words and figures as follows. That is to say,

October Term of the Jefferson Circuit Court 1857.

2nd Friday Oct 29 - 1857.

Orval Pool
vs
Edward H Ridgway } Bill in Chancery.

Now on this day comes the Complainant by R. S. Nelson his Solicitor, who thereupon suggests to the Court, the death of Edward H Ridgway, the defendant, in this cause, and enters his motion for leave to make the administrator of said Deceased dent a party to this suit, which motion was granted by the Court, and thereupon comes the said Robert L Wingate Administrator of Edward H Ridgway Deceased, and enters his appearance, hereby waiving process of Summons &c

Same
vs
Same } Bill in Chancery.

Came again this day the parties herein, and this cause being ripe for hearing is submitted to the Court, upon Bill, Allegations, and answer depositions, proofs and exhibits, as also the arguments of Counsel, And the Court not being fully advised of-

and Concerning the premises, takes this Case under Advisement.

And afterwards, to wit, On Friday the 14th day of May, AD 1858, The following Decree was made in sd cause, by the Circuit Court, which is in words and figures as follows, That is to say,

May Term Jefferson Circuit Court, 1858.
2nd Friday May 14th 1858. Continued,

Orval Pool
vs
Robert F Wingate
Administrator of
Edward H Ridgway dec'd
} Bill in Chancery.

In the Circuit Court of Jefferson County May term AD 1858,

Came this day the complainant by Nelson & Johnson his Solicitors, and the Deft in proper person and by Wingate his Solicitor, and the Court having been sufficiently advised concerning the premises and having read the Bill, answer, depositions & Exhibits filed herein, and thouroughly examined the evidence adduced on behalf of the respective parties in this cause, It is ordered adjudged and decreed, that the complainant do recover of and from the defendant as administrator of Edward H Ridgway deceased the sum of ($415) Four hundred and fifteen dollars, together with the costs of this suit to be paid out of the goods chattels & estate of Edward H Ridgway deceased in the hands of the Defendant to be administered in due course of administration, And It is further ordered,

that this decree be certified by the Clerk of this Court to the Probate side of the County Court of Jefferson County and State of Illinois.

34

Mr Edward H Ridgway:

Sir Take notice that on Wednesday the 1st day of August next, I shall take the Depositions of John Jones, and William A Locker Esq. residents of Shawneetown Gallatin County Illinois, before John C Hall Clerk of the Circuit Court of Gallatin County aforesaid at his Office in Shawneetown between the hours of 9 o clock in the morning and 6 o clock in the afternoon of that day, which when taken I intend to read as evidence on my behalf, in a certain cause pending on the Chancery side of the Jefferson Circuit Court, wherein Orval Pool is Complainant and you the said Edward H Ridgway are Defendant when and where you can attend and cross examine if you think proper so to do

Richard T Nelson Sol
for Orval Pool Compt

Filed October 2 — 1855
J. J. Bogan clerk

Hall Comm fees $1.50
Jones mileage 50
Locker " 50
$2.50

I do hereby certify that I did on this the day of July 1855 deliver a true copy of the foregoing notice to Edward H Ridgway therein named.

Served July 13th 1855.

John R Allen Shff J.C.

[PL09-23]

35

Interrogatories to be propounded to John Jones & William A Dooley, residents of Shawneetown, in behalf of Orval Pool in the cause in Chancery, pending in Jefferson Circuit Court, wherein ye Pool is Complainant, and Edward H Ridgway is defendant are as follows,

Int 1st

Are you acquainted with Orval Pool and Edward H Ridgway, Complainant and Defendant in the above styled cause, and if so, how long have you known them respectively.

2nd

I wish to know, the value of script or paper of the late Bank of Illinois at Shawneetown in the month of August 1848 - in March 1850, and in April 1851. And if you know it, please state what was its cash value in the money market and what it could be bought for during the months of August March and April aforesaid, and if there was any differance between the value of script and Bank paper at the times above mentioned, please explain it fully and state what all, you know about it, to the best of your knowledge and belief

Filed October 9 - 1855
J. S. Bryan, Clerk

36 The Deposition of John T Jones & William A Docker, taken at the Clerks office in Shawneetown, on the 1st day of August 1855 in pursuance of the attached notice, to be read in evidence in a certain suit pending in the Circuit Court of Jefferson County Illinois, wherein Orval Pool is Plaintiff & Edward H Ridgway is defendant, the taking of which was commenced at the hour of 2 o clock P.M. & closed at 4 o clock P.M.

John T Jones being first duly sworn deposed as follows.

Int 1st Are you acquainted with Orval Pool & Edward H Ridgway complainant & defendant in the above styled cause & if so how long have you known them respectively.

Ans I have known them both at least 20 years.

Int 2nd I wish to know the value of scrip or paper of the state bank of Illinois at Shawneetown in the month of August 1848, in March 1850, & in April 1851, and if you know it, please state what was its cash value in the money market, and what it could be bought for during the months of August, March, and April aforesaid - and if there was any difference, between

37 the value of scrip, and Bank paper at the times above mentioned, please explain it fully and state what all you know about it to the best of your knowledge and belief.

Ans. My best recollection is that Shawnetown money was worth about 40 cents to the dollar in Aug 1848, and about 40 to 45 cents in March 1850, and about 45 to 50 cents to the dollar in April 1851, my recollection and knowledge is based upon transactions in that kind of money about those dates, and there was no difference between the money of Shawnetown Bank and the certificates or scrip of said Bank as could ever perceive.

John S Jones

Sworn to before me this 1st Aug 1855.

J. G. Hall Clerk.

William A Dockes being next duly sworn, deposes & says as follows in answer to interrogatory 1st

I am acquainted with the parties to this suit & have been for 20 years or more.

And in answer to 2nd interrogatory states

My best recollection is, that Shawnetown

money or the money of the state bank of Illinois, at Shawneetown was worth about 40 cents to the dollar, in August 1848, and about 40 cents to 45 cents in March 1850, & about 45 to 50 cents to the dollar in April 1851, and that there was no differance in value between the money of said Bank & the scrip or certificates, as I could perceive

W A Docker

Sworn to before me this 1st August 1855

J E Hall, clk

State of Illinois }
Gallatin County } I J E Hall clerk of the Circuit Court of said County, do certify that the foregoing depositions of John I Jones & William A Docker was taken before me between the hours of 2 o-clock P. M. and 4 o-clock of same day to wit, 1st August 1855, and that the interrogatories & answers were were written down by me in the presence of the Witnesses, and signed in the proper place by the witnesses respectively, in my presence & that Witnesses were each duly sworn by me before deposing

Given under my hand & seal of said Court at Shawneetown this 1st day of August 1855,

J E Hall clk

Circuit Court Gallatin County Illinois

(Endorsed) Executed the within summons by reading and leaving a true copy with Defendant July 13th 1855
John R Allen Sheriff

Filed Aug 1st 1855

[6609-24]

39 Deposition of Joseph Bowles taken at the clerk office of J. E. Hall clerk of the Circuit Court of Gallatin County in pursuance of the attached notice, on Monday the 13th August 1855, between the hours of 9 o-clock A. M. & 5 o-clock P. M. to be read in evidence in a certain suit pending in the Jefferson County Cir. Court, wherein Orval Pool is Complainant & Edward H Ridgway is Defendant, - which witness was first duly sworn before deposing, as required by the statute in such case made and provided,

Filed October 1st 1855
J. E. Bogan clerk

Interrogatories on behalf of Complainant who appeared by Loyd I Posey, his Solicitor.

Int 1st By Complainant, are you acquainted with the parties to this suit,

Ans I am, acquainted with Orval Pool, but not with Mr Ridgway,

Int 2nd Have you or not, been acting as clerk of the Bank of Illinois, at Shawneetown, under William Thomas as Trustee, & also under A. G. Caldwell as assignee,

Ans For about one year previous to the death of Mr Caldwell, I assisted in that

capacity, & all of the time that William Thomas was Trustee of said Bank, I have also assisted as clerk,

Int 3rd Was or not Robert Castles deceased. indebted to the Bank of Illinois at Shawneetown. & if so, state of any, who were his securities, And if said indebtedness is paid & by whom and what Amount.

Ans Robert Castles was indebted to said Bank, by note No 7300 - due July 3rd 1841 upon which William Castles & Orval Poole were securities. Also by note No 7589, due March 7th 1842. Orval Poole & E H Gatewood securities. the balance of principal & interest due on said notes August 5th 1852 was $2272, 23. & was paid by Orval Poole to William Thomas Trustee as aforesaid, the first named note was for $770, 00 & the second was for $900, 00

Joseph Bowles

Bowles Witness fees	$1,00
Hall Coms, "	1,00
	$2,00

State of Illinois
Gallatin County } I J E Hall
clerk of the Circuit Court in & for
said County, do certify that the fore-
going deposition of Joseph Bowles was
taken before me as clerk of the Circuit
Court, as aforesaid, on the 13th day
of August 1855, between the hours of
9 o-clock A.M. & 3 o-clock P.M.
that the witness was by me first duly
sworn as required by the statute - that
the interrogatories & answers respect-
ively were written down by me, as
they were propounded & answered, and
that said witness signed said Deposi-
tion in my presence & immediately after
they were read in his hearing

Circuit Court Gallatin County Illinois

In testimony whereof I have
hereto set my hand & affixed
the seal of said Court at
Shawneetown this 13th day of
August 1855

J. E. Hall, clk

42 Edward H. Ridgway Esqr.

Take notice that on the the 13th day of August next, I will take the deposition of Joseph Bowles a resident of Shawneetown Gallatin County Illinois, before John E. Hall circuit clerk of said County, at his office at Shawneetown between the hours of 9 o-clock in the forenoon, and 6 o-clock in the afternoon of that day, which when taken according to Law I design to read as evidence in a certain cause now pending in the chancery side of the Circuit court of Jefferson County, State of Illinois, wherein Orval Poole is Complainant and you the sd Edward H. Ridgway is Defendant, when & where you attend, & cross examine if you think proper so to do.

Richard S. Nelson Solicitor
for Orval Poole, Compt.

Mt Vernon 28th July 1855

(Endorsed) Executed the within notice by reading and leaving a true copy with the within named Defendant, July 28th 1855.

John R. Allen Shff J.C.

Serv .50
Retg .60
1.10

Filed October 1. 1855.

State of Illinois, Jefferson County ss.
In the Circuit Court of said County.

Orval Pool
vs
Edward H. Ridgway

In Chancery.

The parties to the above styled cause agree to take the depositions of Joseph Bowles and John Olney to be read in evidence on the trial of the above styled cause on this the 28th day of April 1856 before Angi W. Hamilton Esq. as Commissioner. Each party hereby waiving notice, and all mere formal objections to the said depositions or the certificate of said Commissioner, said depositions to be taken at the office of the Clerk of the County Court of Gallatin County Illinois Shawneetown.

Edward H Ridgway
by Jno Olney his solicitor
O. Pool

Filed May 12 1856.
J. O. Bogan clerk

The Deposition of Joseph Bowles taken before Angi W. Hamilton Esq. as Commissioner, on the 28th day of April 1856, at the office of the Clerk of the County Court of Gallatin County Ills, in Shawneetown, by agreement of the parties and in accordance with their written stipulations hereto annexed, which said deposition is to be read as evidence on behalf of either party on the trial of the suit in Chancery pending in the Circuit Court of Jefferson County, wherein Orval Pool is Plaintiff and Edward H. Ridgway is Defendant said deponent being of lawful age and first duly sworn deposeth and saith in answer to interrog-

[8109-37]

atories of Defendant.

1st. In your answer to the third interrogatory of Complainant in your deposition taken in this case on the 13th August 1853 you state that Robert Castles was indebted to the Bank of Illinois by two notes, on each of which the complainant was security. Please state how you know that said Complainant was security on those notes.

I know by this, that the first name on notes of the said Bank & the name placed the back of the note, together with the amount, were the principals, further the discount Book of said Bank was so arranged as to show principals and securities and in this instance shows Robert Castles to be the principal.

Int. 2nd by Defts.

How do you know that the first name on notes of the said Bank was the principal in the note?

Answer. By the discount book as above referred to, and also in all cases where I have attended to the settlement of these notes the first name has always been recognized as the principal, my information as to the name on the back of the notes is derived from the same sources.

Int. 3rd. How do you know that said Coal Pool paid the said two notes to William Thomas, Trustee and how do you know how much he paid?

Answer. Part, and I think all, of the amount was paid by said Pool to me as agent for Wm Thomas Trustee of said Bank and the whole amount of the $22.12 & 23 cents was by me passed to the credit of said notes on the Books of the said

Trustee, as having been paid by O. Pool.

Int 4th. Did said Pool pay that amount in money or certificates of the said Bank of Illinois?

Answer. In Bank of Illinois notes and Certificates.

Int. 5th. What were those certificates and notes worth at the time said payment was made, and do you know what Mr Pool paid for those notes and certificates as any of them?

Answer. Certificates & notes of the Bank of Illinois were worth Sixty five cents to the dollar about that time. I do not know what Mr Pool paid.

Pat Bowles

The Deposition of John Olney taken before Angi W. Hamilton, as Commissioner on the 28th day of April 1856, at the office of the Clerk of the County Court of Gallatin County Ills, in Shawneetown, by agreement of the parties, and in accordance with their written stipulations hereto annexed, which said deposition is to be read as evidence on behalf of either party on the trial of the suit in Chancery pending in the Circuit Court of Jefferson County wherein Orval Pool is Plaintiff and Edward N. Ridgway is Defendant, said deponent being of lawful age and first duly sworn deposeth and saith in answer to the following interrogatories by plaintiff.

Interrogatory 1st.

What is your name, age and residence?

Ans. My name is John Olney, I was thirty-four years of age the 10th day of January last at 12 o'clock - noon, and I reside in Shawneetown Gallatin County Illinois.

[609-28]

Interog 2nd. Are you acquainted with Orval Pool, complainant and Edward H. Ridgway defendant in the above styled cause, and if so how long have you known them respectively?

Ans. I am acquainted with both, I have lived in the same town with Mr. Pool the greater part of my life, and have been acquainted with the defendant Ridgway, fifteen years or more.

Interog. 3rd Are you an Attorney & Counsellor at Law? If yes, were you or not employed or spoken to by said Orval Pool or the Bank of Illinois at Shawneetown to prosecute or defend a suit or suits against said Pool as security for Robert Castles dec.d on a note or notes made by said Robert with Wm Castles and said Pool as securities to said Bank.

Ans. I am an Attorney and Counsellor at Law and was employed by said Orval Pool to defend for him a suit instituted against him by the assignees of the Bank of Illinois at Shawneetown to recover the amount of two promissory notes, One dated 3rd July 1841 for $770.00 at seven months after date, payable to the President Directors and Co. of the Bank of Illinois with interest at the rate of eight per centum per annum from due until paid, signed "Robert Castles, Wm Castles, O. Pool, the other dated 4th August 1841 for $900.00 due seven months after date payable to same, with same interest signed Robert Castles, O. Pool. E. H. Gatewood.

Interog. 4 Please look at the annexed paper writing marked with the letter (A) and state whether you recollect having anything to do as Attorney

either in defending or prosecuting suits on notes of that description, for or against said Orval Pool, & if so, whether you advised said Pool to pay off such notes, rather than stand a suit.

Ans. I was employed to defend suit on those notes as stated in my answer to 3rd Interrogatory and my advice to Mr Pool was, to pay the notes off rather than have said suit prosecuted further. I knew of no defense to said notes or either of them which could be made available.

Interrog. 5th Do you know whether or not said Pool bought up said notes on speculation?

Ans. I do not, but I know that Mr Pool was opposed to paying the notes until advised by Mr. Montgomery & myself to do so.

Jno. Olney.

State of Illinois, Gallatin County, ss.

I Anzi W. Hamilton, Commissioner appointed by the foregoing agreement hereby certify that the foregoing deposition of Joseph Bowles and John Olney were taken before me at the office of the Clerk of the County Court at Shawneetown in said County on the 28th day of April 1856.

I further certify that the said witnesses were severally sworn by me, before they gave their said testimony, to testify the truth in relation to the matter in controversy in the suit mentioned in the foregoing caption, so far as they might be severally interrogated, and that they severally signed their respective depositions in my presence. That all of said depositions were taken for the purpose mentioned in the foregoing caption, ~~so far as they might be severally interrogated, and that they severally signed them~~ I further certify that the Exhibit which is attached herewith, and marked "A" is the identical paper referred to by said John Olney in his answer to interrogatory No. 4.

Given under my hand and seal this 28th day of April 1856.

Anzi W. Hamilton (seal)
Commissioner.

Commissioners fees.

Taking evidence of John Olney $2.00
Paid by C. A. Ridgway
" " Joseph Bowles $2.00
Paid by C. Pool
A. W. Hamilton Comr.

(H.)

50 "Copy of Notes due Bank of Illinois filed in Probate Court of Jefferson County against estate of R. Castles deceased.

Bank of Illinois

$900 00/100 Shawneetown 4th August 1841.

Seven months after date we or either of us promise to pay to the President, Directors & Co. of the Bank of Illinois Nine hundred 00/100 dollars with interest at the rate of eight per centum per annum from due until paid without defalcation for value received.

(Signed) Robert Castles
O. Pool
E. H. Gatewood

$770 00/100 Bank of Illinois, Shawneetown
3rd July 1841.

Seven months after date we or either of us promise to pay to the President, Directors and Co. of the Bank of Illinois, Seven hundred and seventy 00/100 dollars with interest at the rate of eight per centum per annum from due until paid without defalcation, for value received

(Signed) Robert Castles
Wm Castles
O. Pool

State of Illinois
Jefferson County } The above is a true copy of an instrument in writing on file in my office, with the papers pertaining to the estate of Robert Castles deceased. On the back of which instrument is the following endorsement viz: "Filed March 23rd 1848. W. Dodds P.P." Given at Mt Vernon August 22. 1853. D. F. Watson Clk. Co. Ct.

[P509-30]

Orval Pool
vs } Administrator of.—
E H Ridgway
Rober Castles Decd.

May 15th 1856 this day personally came James Frigell who being sworn according to law upon his oath deposeth and saith that some years back, (date not recollected, he was familiar with the fact, that the Father this affiant, William Frigell Decd loaned to one Robert Castles Decd a certained sum of money, the precise amount not recollected by said affiant for which the said Robert Castles executed to said William Frigell his promissory Note, endorsed by one Edwards H Ridgway as his security, and that afterwards, (to wit after the death of said Castles and before the death of said Frigell, the said sum so loaned by the said William to the said Robert, was fully paid and satisfied by the said E H Ridgway, as security for the said Robert as aforesaid — and further this affiant saith not sworn to and subscribed before me, this day and year above written

J H Watson Ml. C.

James Frigell

State of Illinois
Jefferson County } I hereby certify that James Frigell whose genuine signature appears to the foregoing deposition subscribed the same in my presence

52. and was duly qualified thereto by me.

Given under my hand at my Office this 15th day of May A.D. 1856

J. B. Watson, Ct. C.

Fee .50 c

Filed May 17, 1856, J. S. Bogan Clerk

53

Orval Pool }
vs }
Edward H Ridgway administrator }
of Robert Castles }

May 16th 1856.

Walter B Scates appeared before me and upon oath stated that C Hill for the use of J Harlan, obtained a Judgment for $185.44 cents at the March term 1849 against E H Ridgway and which was afterwards paid to him as Harlans Attorney, The Judgment was obtained on a note given by Robt Castles as principal on which said Ridgway was a surety in fact only and compelled as such to pay said debt, And further saith that the same note was also filed & allowed against said Castles estate in favor of Harlan }

Walter B Scates

I hereby certify that Walter B Scates whose signature appears to the offside-vit - subscribed the same in my my presence, and was qualified thereto by me according to law.

Given under my hand at my Office in Mt Vernon the date above written.

J H Watson, M.C.

Filed May 17 - 1856. J. S. Bogan Clerk

[8609-32]

54

Orval Pool }
vs } Administrator of Robert
E & H Ridgway } Castles Decd.

William P Thorn, being sworn before me upon his oath says that he is in the possession of the means of knowing the expense attendant upon a trip from Mt Vernon Illinois to Cincinnatt Ohio, and that he is safe in saying that it will cost for going to, and returning therefrom under ordinary circumstances on a business trip — somewhere about thirty five dollars, and that such a trip to St Louis under such circumstances & for such purposes would be worth twelve dollars

Mo

} W P Thorn

State of Illinois }
Jefferson County } I hereby certify that William P Thorn whose genuine signature appears to the foregoing affidavit subscribed the same in my presence and and was duly qualified thereto, by me according to law.

Given under my hand at Mo Office in Mt Vernon on the date above written.

J H Watson Mo C.

Fees of Mo C $1,00.

Filed may 17, 1856, J. S. Bogan Clerk

55

Broad Pool
vs } Admr of Robt Castles dec'd
E H Ridgway

May 17th 1856. On this day personally came Joel F Watson Clerk of the County Court within and for the County of Jefferson and State of Illinois, who after being first duly sworn according to law upon his oath says that the amount of claims of the fourth class, against the estate of Robert Castles dec'd due to diverse persons at the time the first dividend was made upon said debts was $5.664.11 which includes $2,827.20 due the Bank of Ills.

And that the amount of the dividend made upon said claims at that time was $926.25 and that the amount of said dividend made upon said Bank debt aforesaid was $612.25 and that the amount of said claims at the time the second dividend was made upon them was $5229.90 and that the amount of the said second dividend was $260.52, and that the amount of said second dividend upon the said Bank debt was $172.90 and that the amount of said claims when the third dividend was made upon them was $5268.03 and that the amount of the said third dividend was $578.41 and that the amount of said dividend upon the said Bank debt was $369.82 which dividends were ordered to be paid by the Probate or County Court of said County from time time and the ~~severals~~ amounts as above stated are correct, as appears from the records of said Court in his

[8209-38]

office. and that said records further show that the first and second class claims against said estate were paid previous to the starting any dividends upon the said debts of the fourth class and that no other dividends have been made upon said fourth class claims than those above referred to so far as he knows or believes, and further this affiant saith not } J. F. Watson

State of Illinois }
Jefferson County } I hereby certify that Joel F Watson Clerk of the County Court within and for said County whose genuine signature appears to the foregoing deposition, subscribed the same in my presence and was duly qualified thereto by me according to law.

Given under my hand at my office in Mt Vernon this 17th day of May A D 1856.

J. H. Watson M.C.

Fees of M.C. $ 1.25

Filed May 17, 1856 J. S. Rogan Clerk

57

State of Illinois }
County of Jefferson } I John S Bogan
Clerk Circuit Court within and for
the county and State aforesaid hereby
certify that the foregoing Record in the
case of Oval Poole vs Edward H
Ridgway dec'd and R F Wingate Admin-
istrator of said Decedant is truly copied
from the Bill, Answer, Summons, orders of
court, Replication, and Depositions on
file in said Cause in the Office of the
Circuit Court aforesaid.

Given under my hand
and Seal at Office in Mount
Vernon this 25th day of October
AD 1859. John S. Bogan Clerk
C. C. J. C. Ills.

R F Wingate adm'r of
the Estate of E H Ridgway
deceased

vs

Oval Poole

} In the Supreme
Court of the first
district of
the State of Illinois
November Term 1860

Error to Jefferson

And the said plaintiff in Error comes
and for the assignment of Errors upon

[8609-24]

58

The above record says
1st The Court Erred in Rendering
a decree in favor of the deft
and against the Appellant

2d The decree of the Court
was for more than the deft
had a right to recover of
the Appellant R. F. Wingate
Adm'r
Sureties in error

3d a Reversal as against the deft
in error requiring a bond with W.
Duff Green or Zadok Casey
or his Security in the sum
of Eight hundred and thirty dollars
conditioned according to law. Judgt Oct. 10. 1860

Sidney S. Reese
Indr for

Transcript
19
vs.
O. H. Ridgway
Ex'r &c
Robert F. Wingate
Administrator &c

Original Bond

Filed 11th October 1860
N. Schweitzer Clk
By

Clerk's fees
Record & postage $13.40

Prop

The relation of trustee and cestique-trust, from any-thing appearing from the record, did not exist between the deft and the said E. H. Ridgway deceased; and unless such relation existed, the deft could have no pretence of claim against the pltff.

If the acts of the pltffs intestate, as appears from the record made him liable to any one, it was to those who had claims allowed by the proper authority against his intestate's estate and the deft not occupying that position no cause of action existed in his favor, against the pltffs intestate

[9609-05]

If the deft had any demand against the Estate of R Castles deceased he should have presented, and had the same allowed against said Estate before he could legally claim to be a creditor of said Estate, as against those, who had demands allowed against said Estate; ~~[illegible]~~ hence we affirm that if the pltffs intestate was liable to any one, on account of his conduct as presented by the record, it would be to those who had demands allowed against his intestate's Estate

[8609-35]

That if the Court below properly held the plaintiffs intestate liable, that liability would exist in favor of all the Creditors of said R Castles deceased in proportion to the amount due them respectively.

The debts of the Estate at the time the first dividend was struck amounted to $5664.$\frac{11}{100}$, which includes $3827.$\frac{20}{100}$, due the Bank of Illinois, upon which debt due the bank the first dividend amounted to $612.$\frac{35}{100}$ – which Ridgway paid off with money & scrip of the Bank for which he gave 50 cents to the dollar thereby making the sum of $306.17

At the time the second dividend was made the debts of the Estate amounted to the sum of $5229,80 = including bank debt upon which bank debt was then ordered to be paid $175.96 – which Ridgway paid with paper of said bank for which he gave 50 cents to the dollar, thereby making $87.98

When the third dividend was struck the debts of the Estate amounted to the sum of $5268,08 including the bank debt upon which Bank debt was then ordered to be paid $389.83, which Ridgway paid with the paper

[p609-37]

of the Bank which cost him 60 cents to the dollar, thereby making $155.93
making in all so saved by Ridgway $550.08
~~of which sum of $ so saved by said Ridgway, the defendant would be entitled to only his proportion according to the amount of his debt which compared with the amount due the other creditors of said estate which would be only the sum~~
from which sum should be deducted Ridgways expenses amount to $42.00 which would leave the sum of $508.08, profits made by Ridgway
~~Pro rata proportion~~
~~The deft paid for the Estate as~~ ~~The deft paid as security for costs $1476.94~~
The deft paid off for the estate $2272.23 with scrip of the bank which was worth 65 cents to the dollar, making money paid by him for the estate $1476.94

No 19

In the Supreme Court
pt Division

R F Wingate
Admr of the Estate
of E H Ridgway
deceased
vs { Error to
Jefferson
Orval Pool

Abstract

Assignment of Errors

1st The Court Erred in rendering a decree in favor of the Deft and against the Appellant

2d The decree of the Court was for more than the Deft had a right to recover of the Appellant

R F Wingate
Adm'r

Due to divers persons at the time the first dividend was made upon said debts, was $5664.11 which included $3827.21 Due the Bank of Illinois, and that the amount of the dividend made upon said claims at that time, was $986.25, that the amount of said dividend made upon said Bank debt was $612.35, and when the second dividend was made upon said debts the amount was $5229.81, and the dividend $260.52 upon said Bank Debt $175.96, and when the third dividend was made, the Debts of the estate were $5268.08, and that the amount of the third dividend upon all of the debts was $578.41 including $389.82 to ~~the~~ said Bank, all of which were ordered to be paid by said Ridgeway as administrator of R. Castles decd, that the first and the second Class Claims against said R. Castles estate were paid previous to the declaring of any dividends upon the said debts of the fourth Class, and that no other dividends had been made upon said fourth Class Claims, and those referred to by him.

[8609-41]

after the death of said Castles and before the death of his father the same was fully paid by Ridgeway as said security.

By Walter B Scates. that E. Hill for the use of J. Warlins at the March term A.D. 1849. obtained a Judgement against E. H. Ridgeway for one hundred and eighty five Dollars forty four Cents the same was paid to him by Ridgeway as Warlans Attorney. the Judgement was obtained on a note given by Robert Castles as principal and on which said Ridgeway was security in fact only and compelled as such to pay said debt.

By William B. Thom — that it would cost in going to, and returning from Mt. Vernon Illinois to Cincinnati Ohio under ordinary circumstances, on a business trip, somewhere about thirty five Dollars and that a trip to St Louis Missouri under such circumstances, would cost twelve dollars

By Joel F. Watson. Clerk of the County Court, within and for the said County of Jefferson. that the amount of Claims of the fourth Class allowed against the estate of Robert Castles dec^d

November Term of the Supreme Court. held at Mt. Vernon. for the grand division of the State of Illinois. A.D. 1840

R. F. Wingate admr. of the estate of E. H. Ridgway decd. versus. Orval. Pool

Error to Jefferson County.

Abstract of Record.

The Complainant below. September the 6th A.D. 1853. filed his bill. against E. H. Ridgway. since Decd. substantially as follows.— That Robert. Rattles with compt. as his security executed. to the Bank. of Illinois, at Shawneetown. two notes. one dated. July 3rd A.D. 1841.- payable. seven months after date. for $770.-/100 the other dated August 4th A.D. 1841. payable seven months after date for $900.-/100.- that Rattles died intestate, about the. 25th of September A.D. 1846. leaving said notes unpaid. and his estate in an. embarrassed, and insolvent Condition,- that Walter B. Scates. by appointment of the Probate Court. of Jefferson County. Illinois. became admr. of his estate and afterwards resigned. and on the 1st day of June. A.D. 1848. said. Ridgway decd. by appointment

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of said Probate Court: because administrator of said estate, that Castles also at the time of his death, owed said Bank by note, due 31st of March A.D. 1842 for $900. upon which said Ridgeway with E. H. Gatewood, since decd. were securities,

That said E. H. Gatewood was Co-security, with said Compt. upon said note dated August the 4th A.D. 1841. and one William Castles since decd., was his co-security on said note, dated July 3rd A.D. 1841

That said three notes, amounting in the aggregate, principal, and interest, to $3827. 00/100 were filed in said Probate Court, and allowed, against said estate, upon which indebtedness Ridgeway was ordered to pay, the following sums

Aug- 26th	1848.	$613.35
March.	1850.	175.96
April.	1851	389.82 = $1179.13.

That, at the time said orders were made, the Certificates of said Bank, could have been bought, at twenty five cents to the dollar, and such was their market value, and the greater part, if not the whole of said three notes, could have been paid off, with the money so ordered to be paid, but that Ridgeway, unmindful of his duty, and intending to defraud the Compt. as the security of the said R. Castles, and under him

liable to pay the notes on which he was security, purchased the Certificates of said Bank, which Cost, and were of the value, of about fifty dollars, and paid therewith, the said, dividend of six hundred and thirteen dollars and thirty five Cents. and also the other dividends in like manner.

That the Compt. was sued on the two notes, for which he was security, and compelled to pay, $2274. 23, and thirty dollars Cost.

That Ridgeway is accountable to Compt. for a proportionate share, of the sums of money so ordered to be paid on the three notes, in proportion to the amount, due upon each note, at the time the orders were made, deducting the small payments made in Bank Certificates, at their real value. The bills prays that Ridgeway answer the same under oath, and for judgement, for the amount, which ought to have been paid, over to the Bank, on the two notes upon which the Compt. was security, deducting the value of the Certificates paid by Ridgeway, and for interest &c.

Ridgeway filed his answer, which he admits the death of Rosetes under oath, February, 28th 1854, and that administration on his estate was had, as alleged; ~~that he paid off as stated~~ but that he had no knowledge, of the Compt. being security, as in his bill, alleged, and called for the proof

That his intestate's estate was in an embarrassed condition at the time of his death and that unless he should be able to collect the debts due his estate, about which he was wholly unable to state, the estate would insufficient to pay the debts proven and allowed against it but the amount of the deficit he could not then ascertain, as the estate then remained in an uncertain, and unsettled condition.

That E. H. Gatewood and William Castles died and the said Gatewood insolvent as alleged, but whether said William Castles' estate was insolvent he did not know and called for proof.

That the notes in Compt. bill mentioned were filed, and on the 28th day of March A.D. 1848 allowed against said R. Castles' estate; that the amounts of said notes when allowed were consolidated, and amounted in the aggregate as near as he could ascertain, to the sum of $3758. on principal and interest; upon which sum in striking dividends upon his intestate's estate, he was ordered by said Probate Court to pay, as follows:

August 28th	1848.	$612.85	
April	1851.	175.96	
April	1851	389.82	= $1178.13.

That the said first and second

dividends amounting to the sum of $788.31. he paid with the scrip and paper, of said Bank, which he purchased in Cincinnati, Ohio, where he had gone for that purpose, alone from his residence in Jefferson County, Illinois, at an expense of thirty dollars: that he actually paid, for the said paper and scrip, with which he paid off the said sum of $788.31, the sum of fifty cents to the dollar: he also paid said dividend of $389.82, with the scrip and paper of said Bank, for which he actually paid, in the City of St Louis, the sum of sixty cents to the dollar.

That he acted, as he did not with the intent to defraud anyone interested in said estate, but to make himself whole, and secure, so far as he could; for his intestate's estate was largely indebted to him, on account of debts he had been compelled to pay as security for his intestate, amounting then to $646, a large amount of which debts were transferred to him, since they were filed and allowed against his intestate's estate, and were submitting claims in his favor against the same.

That he knew nothing of the Compt., being security as alleged, but called for proof

That the estate of his intestate is still in an unsettled condition, and

that he has been unable to make a final settlement of the same. there being a large amount of money due said estate. sufficient. or nearly so. to pay the debts allowed and proven against the same. but what amount he would be able to collect he was unable to state

That so far as he has been able to ascertain from the records in said estate and from every other means in his power the assets of the same. unappropriated. are as follows.

Cash on hand. $154.

Debts due the estate. $2000.

That, he pays off the dividend so struck in favor of the Bank. fully in accordance with the orders of said Probate Court. and denies, that he acted fraudulently. or attempted to defraud the Compt. in the management of said estate.

That the Compt. has not filed or had allowed. against his said intestate's estate. any claim or demand whatever. and has no subsisting claim. against his intestates estate.

At the October term A.D. 1857. of the Court below the death of Ridgeway was suggested and leave granted to Nath. R. T. Wingate his admr. a party, who came into Court waived process and entered his appearance in said Cause, and said Cause being finally submitted to the Court at the May term of said Circuit Court on the 14th day of May A.D. 1858. it was decreed that the Complt. recover of the dfts. as admrs of E. H. Ridgeway dec.d the sum of $415.10 together with the Costs of suit, to be paid out of the estate of said Ridgeway to be administered in due course of administration.

Evidence =

Complt. proved by John T. Jones that in August A.D. 1848. the scrip of said Bank was worth about forty cents to the dollar and that in March A.D. 1850 about forty, or five fifty cents to the dollar and that his recollection was based on in that kind of money about those dates, and that there was no difference between the paper and certificates of said Bank.

By N. A. Decker the same.

By Joseph Bowles that he was acting as clerk for the Bank of Illinois at Shawneetown under William Thomas as trustee and also under A. G. Caldwell as assignee; and that about one year previous to the

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death of said Ballance, he assisted in that Capacity. and all the time that William Thomas had been trustee of said Bank. that Robert Castles. was indebted to said Bank. by note dated July 3rd. A.D. 1841. upon which William Castles and. Orval Pool. were securities and also by note. due March. the 4th A.D. 1842. Orval. Pool. and E. M. Gatewood securities, and that the balance of principal and interest due on said notes. August. the 5th A.D. 1852 was. $2272.23. and was paid by Orval Pool to William Thomas. as trustee of said Bank.

By Joseph Bowles And. that by agreement of the parties. on the 28th day of April A.D. 1856. the depositions of said Bowles. was again taken to be read. in said Cause. on behalf of either party. on the trial of said suit. ~~who~~ testify who testified that he knew that Pool. was security on said notes. by this the first name on notes of said Bank. and the name placed on the back of the notes together with the amount were the principals, and that the discount book of said Bank. was so arranged, as to show principals and securities. and that, in this instance shows Robert Castles to be the principal.

Did that, on Cross examination by Defendant he knew, by the discount book referred to, that the first name on notes of said Bank was da principal in the note, by the discount book as above referred to. and also, in all cases where he had attended to the settlement of such notes, the first name had always been recognized as the principal and that his information as to the name on the back of the note was derived from the same source: that part, and witness thought all: the amount of said notes was paid Pool to him, as agent of William Thomas. and that he passed the same to the credit of said notes, on the books of said Thomas as trustee of said Bank. that Pool paid the same in Certificates and notes of said Bank of Illinois, which were worth about sixty five cents to the dollar. at that time.

By John Olney Esq. that he was an Attorney and Counsellor at Law. and was employed by said Orval Pool. to defend for him a suit instituted against him. by the assignees of the Bank of Illinois at Shawneetown to recover the amount of two Promissory Notes, one dated July 3rd A.D. 1841 for seven hundred

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and seventy Dollars. seven month after date. with interest at the rate of eight per cent. from Date until paid. signed Robert Castles. W. M. Castles and O. Pool. the other dated August the 4th 1841 for nine hundred Dollars. Due seven months after date. and payable to said Bank with the same interest and signed. Robert Castles. O. Pool. and E. M. Gatewood. and that his advice to said Pool, was to pay said notes off rather than have said suits prosecuted further, he knowing of no defense to said notes. or either of them which could be made available. that Pool was opposed to paying the notes until advised by Montgomery and myself to do so. which was all the evidence on the part of Complt.

Defendant - Ridgway proved by James Trigg. that some years back date not recollected. he was familiar with the fact that his father William Trigg decd. had loaned to Robert Castles decd. a sum of money. amount not recollected. for which said Castles executed to his father his note endorsed by E. M. Ridgway. as his security and that

State of Illinois,
SUPREME COURT,
First Grand Division. } SS

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of Jefferson Greeting:

Because, *In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of* Jefferson *county, before the Judge thereof between*

Orval Pool *plaintiff and* Robert F. Wingate Administrator of the estate of Edward A. Ridgway deceased *defendant it is said manifest error hath intervened to the injury of the aforesaid* Robert F. Wingate as Administrator as aforesaid *as we are informed by* his *complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given; you distinctly and openly without delay send to our Justices of our Supreme Court the record and proceedings of the plaint aforesaid; with all things touching the same; under your seal, so that we may have the same before our Justices aforesaid at* **Mount Vernon,** *in the County of Jefferson, on the* 1st Sunday after the 2d Monday of November *next, that the record and proceedings, being inspected, we may cause to be done therein; to correct the error, what of right ought to be done according to law.*

WITNESS, *the Hon.* John D. Caton *Chief Justice of the Supreme Court and the seal thereof, at* MOUNT VERNON, *this* Ninth *day of* October *in the year of our Lord one thousand eight hundred and* Sixty.

Noah Johnston
Clerk of the Supreme Court.

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19

SUPREME COURT.

First Grand Division.

Robert R. Wright - Admr of the estate of Edward H. Ridgway deceased

Plaintiff in Error,

VS.

Orval Pool

Defendant in Error.

WRIT OF ERROR.

Issued and made a Supersedeas and FILED October 11th A.D. 1860 -

Noah Johnston Clk

This writ of error is made a Supersedeas, bond with bond accordingly - October 11th A.D. 1860 -

Noah Johnston Clk

NOVEMBER TERM of the SUPREME COURT, held at Mt. VERNON, for the GRAND DIVISION of the STATE of ILLINOIS, A. D. 1860.

R. F. WINGATE adm'r of the Estate of E. H. RIDGEWAY, dec'd, versus ORVAL POOL	Error to Jefferson County.

ABSTRACT OF RECORD.

1 The complainant below, September the 6th A. D. 1853, filed his bill against E. H. Ridgeway, since dec'd, substantially as follows: That Robert Castles with comp't as his security, executed to the Bank of Illinois, at Shawneetown, two notes, one dated July 3rd A. D. 1841, payable seven months after date, for $7,70,00, the other dated August 4 h A. D. 1841, payable seven months after date, for $900, that Castles died 3 intestate, about the 25th of September A. D. 1846, leaving said notes unpaid, and his 4 estate in an embarrassed, and insolvent condition; that Walter B. Scates, by appointment of the Probate Court, of Jefferson County, Illinois, became adm'r of his estate, 5 and afterwards resigned, and on the 1st day of June, A. D. 1848, said Ridgeway dec'd by appointment of said Probate Court, became adm'r DE BONIS NON of said estate, that Castles also, at the time of his death, owed said Bank by note, due 31st of March A. D. 1842, for 900, upon which said Ridgeway, with E. H. Gatewood, since dec'd, were securities.

That said E. H. Gatewood was co-security with said comp't, upon said note dated August the 4th A. D. 1841, and one William Castles, since dec'd, was his security on said note, dated July 3rd, A. D. 1841.

That said three notes, amounting in the aggregate, principal and interest, to $3827, 20, were filed in said Probate Court, and allowed against said estate, upon which in- 6 debtedness Ridgeway was ordered to pay the following sums:

Aug. 26th; 1848,	$613,35
March 1850,	175,96.
April 1851,	389,82,---$1,179,13.

That, at the time said orders were made, the certificates of said Bank could have been bought at twenty five cents to the dollar, and such was their market value, and the 7 greater part, if not the whole of said three notes, could have been paid off with the money so ordered to be paid; but that Ridgeway unmindful of his duty, and intending to defraud the comp't, as the security of the said R. Castles, and render him liable to pay the notes on which he was security, purchased the certificates of said Bank, which cost, 8 and were of the value of about fifty dollars, and paid therewith, the said dividend of six hundred and thirteen dollars and thirty five cents and also the other dividends in like manner.

That the Comp't was sued on the two notes, for which he was security, and compelled to pay $2274,28, and thirty dollars cost.

That Ridgeway is accountable to comp't for a proportionate share of the sums of mon-
9 ey so ordered to be paid on the said three notes, in proportion to the amount due upon each note, at the time the orders were made, deducting the small payment made in Bank certifieates, at their real value. The bill prays that Ridgeway answer the same under
10-11 oath, and for judgment for the amount which ought to have been paid over to the Bank on the two notes upon which the comp't was security, deducting the value of the certificates paid by Ridgeway, and for interest, &c.,

16 Ridgeway filed his answer under oath, February 28th 1854, by which he admits the death of Castles, and that administrationon his estate was had. as alleged, but that he had no knowledge of the comp't being security, as in his bill alleged, and calls for the proof.

16 That his intestat's estate was in an embarassed condition, at the time of his death, and that unles he should be able to collect the debts due his estate, about which he was
17 wholly unable to state, the estate would be insufficient to pay the debts proven and allowed against it, but the amount of the deficit he could not then ascertain, as the estate then remained in an uncertain and unsettled condition.

17 That E. H. Gatewood and William Castles died, and the said Gatewood, insolvent, as alleged, but whether said William Castles' estate was insolvent he did not know, and called for proof.

18 That the notes in comp't bill mentioned were filed, and on the 23rd day of March, A. D. 1848, allowed against said R. Castles' estate, that the amount of said notes when allowed were conselidated, and amounted in the aggregate. as near as he could ascertain, to the sum of $3753,41' principal and interes, upon which sum. in striking dividends upon his intestate's estate, he was ordered by said Probate court to pay as follows:

August 28th 1848,	$612,35
April 1850,	175,96
18 April 1851.	389,82,---$1,178,13.

19 That the said first and second dividends amounting to the sum of $788,31, he paid with the scrip and paper of said Bank, which he purchased iu Cincinati, Ohio, where he had gone for that purpose, alone from his residence in Jefferson County, Illinois, at an expense of thirty dollars, that he actually paid for the said paper and scrip, with which he paid off the said sum of $788,31, the sum of fifty cents to the dollar. he also paid said dividend of $389,82, with the scrip and paper of said Bank, for which he actually paid, in the city of St. Louis, the sum of sixty centy to the bollar.

19-20 That he acted as he did, not with the intent to defraud any one interested in said estate, but to make himself whole, and secure as far as he could, for his intestate's estate was largely indebted to him, on account of large debts he had been compelled to pay
20 as security for his intestate, amounting then to $646, a large omount of which debts were transferred to him since they were filed and allowed against his intestate's estate, and were subsisting claims in his favor, against the same.

20 That he knew nothing of the comp't being security as alleged, but called for proof.

21 That the estate of his intestate is still in an unsettled condition, and that he has been unable to make a final settlement of the same, there being a large amount of money due said estate, sufficient, or nearly so, to pay the debts allowed and proven against the same, but what amount he would be able to collect, he was unable to state.

That so far as he has been able to ascertain from the records in said estate, and from every other means in his power, the assets of the same unappropriated, are as follows:

21 Cash on hand, $154.

Debts due the estate, $2000.

22 That he paid off the dividend so struck in favor of the Bank, fully in accordance with the orders of said Probate Court, and denies that he acted fraudulently, or attempted to defraud the comp't in the management of said estate.

22 That the comp't has not filed or had allowed against his said intestate's estate, any claim or demand whatever, and has no subsisting claim against his intestate's estate.

At the October term A. D. 1857 of the court below, the death of Ridgeway was suggested, and leave granted to make R. F. Wingate his adm'r, a party who came into court waived process, and entered his appearance in said cause, and said cause being finally submitted, to the court, at the May term of said circuit court, on the 14th day of May A. D. 1858, it was decreed that the comp't recover of the def't as adm'r of E. H. Ridgeway dec'd the sum of $415,00, together with the cost of suit, to be paid out of the estate

22 of said Ridgeway, to be administered in due course of administration.

EVIDENCE.

37 Comp't proved by John T. Jones that in August A. D. 1848, the scrip of said Bank was worth about forty cents to the dollar, and that in March A. D. 1850 about forty five or fifty cents to the dollar, and that his recollection was based in that kind of money, about those dates, and that there was no difference between the paper and certificates of said bank.

37-38 By W. A. Decker, the same.

37-40 By Joseph Bowles, that he was acting as clerk for the Bank of Illinois, at Shawneetown, under William Thomas, as trustee, and also under A. G. Caldwell, as assignee, and that about one year previous to the death of said Caldwell. he assisted in that capacity, and all the time that William Thomas had been trustee, of said Bank. That Robert Castles was indebted to said Bank by note dated July 3rd A. D. 1841, upon which William Castles and Orval Pool were securities, and also by note due March the 7th, A D. 1842, Orval Pool and E. H. Gatewood securities, and that the balance of principal and interest due on said notes, August the 5th A.D. 1852 was $2272,23, and was paid by Orval Pool to William Thomas as trustee of said Bank.

[8109-52]

43-44 And that by agreement of the parties, on the 28th day of April, A. D. 1856, the deposition of said Bowles was again taken to be read in said cause, on behalf of either party., on the trial of said suit, who testified that he knew that Pool was security on said notes, by this the first name on notes of said Bank, and the name placed on the back of the notes together with the amount were the principals, and that the discount book of said Bank was so arranged as to show principals and securities, and that in this instance shows Robert Castles to be the principal, and that on cross examinatiun by defendan', he knew by the discount book referred to, that the first name on notes of said Bank was the principal in the note, by the discount book as above referred to, and also in all cases where he had attended to the settlement of such notes, the first name had always been recognized as the principal, and that his information as to the name on the back of the note was derived from the same source; that part, and witness thought all the amount of said notes was paid by Pool to him, as agent of William Thomas, and that he passed the same to the credit of said notes, on the books of said Thomas as trustee of said bank, that Pool paid the same in certificates and notes of said Bank of

45 Illinois, which were worth about sixty five cents to the dollar at that time.

46 By John Olney Esq. that he was an Attorney and Counsellor at Law, and was employed, by said Orval Pool to defend for him a suit instituted against him by the assignes of the Bank of Illinois, at Shawneetown, to recover the amount of two promissory notes, one dated July 3rd, A. D. 1841 for seven hundred and seventy dollars, seven months after date, with interest at the rate of eight per cent from due until paid; signed Robert Castles, W. M. Castles and O. Pool, the other dated August the 4th, 1841 for nine hundred dollars, due seven months after date, and payable to said Bank, with the same interest, and signed Robert Castles, O. Pool and E. H. Gatewood, and that

47 his advice to said Pool was to pay said notes off rather than have said suits prosecuted further, he knowing of no defense to said notes, or either of them which could be made available, that Pool was opposed to paying the notes until advised by Montgomery and myself to do so, which was all the evidence on the part of comp't.

51 Defendant, Ridgeway proved by James Frizell that some years back, date not recollected, he was familiar with the fact that his father, William Frizell, dec'd loaned to Robert Castles dec'd a sum of money, amount not recollected, for which said Castles executed to his father his note endorsed by E. H. Ridgeway, as his security, and that after the death of said Castles, and before the death of his father, the same as fully paid by Ridgeway as said security.

53 By Walter B Scates, that E Hill for the use of J. Harlin, at the March term A. D. 1849, obtained a Judgement against E. H. Ridgeway, for one hundred and eighty five dollars & forty-four cents, the same was paid to him as Harlan's Attorney by Ridgeway The Judgement was obtained on a note given by Robert Castles as principal, and on which said Ridgeway was security in fact, only and compelled as such to pay said debt.

By William B. Thorn, that it would cost in going to, and returning from Mt. Vernon Illinois, to Cincinnatti Ohio, under ordinary circumstances, on a business trip, somewhere about thirty-five Dollars, and that a trip to St. Louis Missouri, under such circumstances, would cost twelve dollars.

55 By Joel F. Watson, Clerk of the County Court, within and for the said County of Jefferson, that the amount of claims of the fourth class allowed against the estate of Robert Castles dec'd due to divers persons, at the time the first dividend was made upon said debts, was $5664 11, which included $3827,20 due the Bank of Illinois, and that the amount of the dividend made upon said claims at that time, was $906,25, that the amount of said dividend made upon said Bank debt was $612,25, and when the second dividend was made upon said debts, the amount was $5229,80, and the dividend $200,-52 upon said Bank debt $175,96, and when the third dividend was made, the debts of the estate were $5268 68, and that the amount of the third dividend upon all of the debts was $578,41, including $389 82 to said Bank, all of which were ordered to be paid by said Ridgeway, as administrator of R. Castles dec'd, that the first and second class claims against said R. Castles' estate, were paid previous to the striking of any dividends upon the said debts of the fourth class, and that no other dividends had been made upon said

56 fourth class claims, and those referred to by him.

ERRORS ASSIGNED.

1st. The Court erred in rendering a decree in favor of the deft. and against the appellant.

2nd. The decree of the Court was for more than the def't had a right to recover of the appellant.

R. F. WINGATE, Adm'r.

[8609-52]

BRIEF.

The relation of trustee and cestique-trust, from anything appearing from the record, did not exist between the deft., and the said E. H. Ridgeway deceased, and unless such relation existed, the deft., could have no pretence of claim against the plff.

If the acts of the plffs. intestate, as appears from the record, made him liable to any one, it was to those who had claims allowed by the proper authority against his intestate estate, and the deft. not occupying that position, no cause of action existed in his favor against the plffs. intestate.

If the deft had any demand against the estate of R. Castles deceased, he should have presented, and had the same allowed against said estate before he could legally claim to be a creditor of said estate, as against those who had demands allowed against said estate. Hence we affirm that if the plffs. intestate was liable to any one on account of his conduct, as presented by the record, it would be to those who had demands allowed against his intestate estate.

That if the Court below properly held the plaintiffs intestate liable, that liability would exist in favor of all the creditors of said R. Castles deceased, in proportion to the amount due them respectively.

The debts of the estate at the time the first dividend was struck, amounted to $5664, 11 100, which included $3827, 20 100, due the Bank of Illinois, upon which debt due the Bank, the first dividend amounted to $612, 35 100, which Ridgeway paid off with money & scrip of the Bank, for which he gave 50 cents to the dollar, thereby making the sum of $306,17.

At the time the second dividend was made, the debts of the estate amounted to the sum of $5229,80 including Bank debt, upon which Bank debt was then ordered to be paid $175,96, which Ridgeway paid with paper of said Bank, for which he gave 50 cents to the dollar, thereby making $87,98.

When the third dividend was struck the debts of the estate amounted to the sum of $5268.08, including the Bank debt, upon which Bank debt was then ordered to be paid $389 80, which Ridgeway paid with the paper of the Bank, which cost him 60 cents to the dollar, thereby making $155,93, making in all so saved by Ridgeway $550.68, from which sum should be deducted Ridgeway's expenses, amount to $42,00, which would leave the sum of $508,08, profits made by Ridgeway.

The deft. paid off for the estate $2272.23, with scrip of the Bank, which was worth 65 cents to the dollar, making money paid by him for the estate $1476,94.

Pool actually paid $1476.94

Ridgeway made by the transaction 11 cents and 3 Mills to the dollar on the sum of $4486.98. which was the whole amount of the debts of the Estate after deducting the amount paid by Pool. 11 cents and 3 Mills per cent should be collected on the said sum of $1476.94 which would make the sum of $166.89.

R. F. Wingate
admr.

It seems to me that Ridgeway was only allowed to chg the estate the actual cash which he paid for the paper so that in fact the profit which he made by the operation was remanded in his hands as administrator the same as if that amount of money had come to his hands from the sale of property or any other assets. Could this bill be maintained to reach such

(8609-53)

assets remaining in the hands of the admr.?

It may be that Ridgeway had no right to take more money than to buy up this scrip, than the aforesaid amounted to on this bank debt. If he has appropriated more money than the aforesaid amounted to, then he may be responsible for not delivering the funds as he was ordered to do.

No 19 –

Wright & Ogden
vs
Jefferson Co
& Porter
Abstract
Breck

Filed Nov. 12th 1860
A. Schuster Clk

State of Illinois,
CLERKS OFFICE OF THE SUPREME COURT.
First Grand Division. } SS

I hereby certify that a writ of error hath ifued from this Office for the reversal of a Judgment obtained by Orval Pool

Against Robert R. Wright as Adm. of Edward H. Ridgway in the Circuit Court of Jefferson County at the May Term, in the year of our Lord one thousand eight hundred and fifty eight in a certain ~~action of~~ Bill in Chancery for which writ of error is to operate as a Supersedeas, and as such is to be obeyed by all concerned.

Given under my hand, and the seal of the said Supreme Court, at MOUNT VERNON, this eleventh day of October in the year of our Lord one thousand eight hundred and Sixty-

Noah Johnston
Clerk of the Supreme Court.

[3609-54]

19

SUPREME COURT.

First Grand Division.

Robert R. Wingate Admr of the estate of Edward H. Ridgway deceased. Pltff in error.

vs

Orval Pool Deft in error

WRIT OF SUPERSEDEAS.

FILED.

NOVEMBER TERM of the SUPREME COURT, held at MT. VERNON, for the GRAND DIVISION of the STATE of ILLINOIS, A. D. 1860.

R. F. WINGATE adm'r of the Estate of E. H. RIDGEWAY, dec'd, versus ORVAL POOL	Error to Jefferson County.

ABSTRACT OF RECORD.

1 The complainant below, September the 6th A. D. 1853, filed his bill against E. H. Ridgeway, since dec'd, substantially as follows: That Robert Castles with comp't as his security, executed to the Bank of Illinois, at Shawneetown, two notes, one dated July 3rd A. D. 1841, payable seven months after date, for $7,70,00, the other dated August 4th A. D. 1841, payable seven months after date, for $900, that Castles died 3 intestate, about the 25th of September A. D. 1846, leaving said notes unpaid, and his 4 estate in an embarrassed, and insolvent condition; that Walter B. Scates, by appointment of the Probate Court, of Jefferson County, Illinois, became adm'r of his estate, 5 and afterwards resigned, and on the 1st day of June, A. D. 1848, said Ridgeway dec'd by appointment of said Probate Court, became adm'r DE BONIS NON of said estate, that Castles also, at the time of his death, owed said Bank by note, due 31st of March A. D. 1842, for 900, upon which said Ridgeway, with E. H. Gatewood, since dec'd, were securities.

That said E. H. Gatewood was co-security with said comp't, upon said note dated August the 4th A. D. 1841, and one William Castles, since dec'd, was his security on said note, dated July 3rd, A. D. 1841.

That said three notes, amounting in the aggregate, principal and interest, to $3827, 20, were filed in said Probate Court, and allowed against said estate, upon which in- 6 debtedness Ridgeway was ordered to pay the following sums:

Aug. 26th; 1848,	$613,35
March 1850,	175,96.
April 1851,	389,82,---$1,179,13.

That, at the time said orders were made, the certificates of said Bank could have been bought at twenty five cents to the dollar, and such was their market value, and the 7 greater part, if not the whole of said three notes, could have been paid off with the money so ordered to be paid; but that Ridgeway unmindful of his duty, and intending to defraud the comp't, as the security of the said R. Castles, and render him liable to pay the notes on which he was security, purchased the certificates of said Bank, which cost, 8 and were of the value of about fifty dollars, and paid therewith, the said dividend of six hundred and thirteen dollars and thirty five cents and also the other dividends in like manner.

That the Comp't was sued on the two notes, for which he was security, and compelled to pay $2274,23, and thirty dollars cost.

That Ridgeway is accountable to comp't for a proportionate share of the sums of mon-
9 ey so ordered to be paid on the said three notes, in proportion to the amount due upon each note, at the time the orders were made, deducting the small payment made in Bank certificates, at their real value. The bill prays that Ridgeway answer the same under
10–11 oath, and for judgment for the amount which ought to have been paid over to the Bank on the two notes upon which the comp't was security, deducting the value of the certificates paid by Ridgeway, and for interest, &c.,

16 Ridgeway filed his answer under oath, February 28th 1854, by which he admits the death of Castles, and that administrationon his estate was had, as alleged, but that he had no knowledge of the comp't being security, as in his bill alleged, and calls for the proof.

16 That his intestat's estate was in an embarassed condition, at the time of his death, and that unles he should be able to collect the debts due his estate, about which he was
17 wholly unable to state, the estate would be insufficient to pay the debts proven and allowed against it, but the amount of the deficit he could not then ascertain, as the estate then remained in an uncertain and unsettled condition.

17 That E. H. Gatewood and William Castles died, and the said Gatewood, insolvent, as alleged, but whether said William Castles' estate was insolvent he did not know, and called for proof.

18 That the notes in comp't bill mentioned were filed, and on the 23rd day of March, A. D. 1848, allowed against said R. Castles' estate, that the amount of said notes when allowed were consolidated, and amounted in the aggregate, as near as he could ascertain, to the sum of $3753,41 principal and interes, upon which sum, in striking dividends upon his intestate's estate, he was ordered by said Probate court to pay as follows:

August 28th 1848,	$612,35
April 1850,	175,96
18 April 1851.	389,82,---$1,178,13.

That the said first and second dividends amounting to the sum of $788,31, he paid
19 with the scrip and paper of said Bank, which he purchased in Cincinati, Ohio, where he had gone for that purpose, alone from his residence in Jefferson County, Illinois, at an expense of thirty dollars, that he actually paid for the said paper and scrip, with which he paid off the said sum of $788,31, the sum of fifty cents to the dollar, he also paid said dividend of $389,82, with the scrip and paper of said Bank, for which he actually paid, in the city of St. Louis, the sum of sixty centy to the bollar.

19–20 That he acted as he did, not with the intent to defraud any one interested in said estate, but to make himself whole, and secure as far as he could, for his intestate's estate was largely indebted to him, on account of large debts he had been compelled to pay as security for his intestate, amounting then to $646, a large omount of which debts
20 were transferred to him since they were filed and allowed against his intestate's estate, and were subsisting claims in his favor, against the same.

(2609-56)

20 That he knew nothing of the comp't being security as alleged, but called for proof.

21 That the estate of his intestate is still in an unsettled condition, and that he has been unable to make a final settlement of the same, there being a large amount of money due said estate, sufficient, or nearly so, to pay the debts allowed and proven against the same, but what amount he would be able to collect, he was unable to state.

That so far as he has been able to ascertain from the records in said estate, and from every other means in his power, the assets of the same unappropriated, are as follows:

21 Cash on hand, $154.

Debts due the estate, $2000.

22 That he paid off the dividend so struck in favor of the Bank, fully in accordance with the orders of said Probate Court, and denies that he acted fraudulently, or attempted to defraud the comp't in the management of said estate.

22 That the comp't has not filed or had allowed against his said intestate's estate, any claim or demand whatever, and has no subsisting claim against his intestate's estate.

At the October term A. D. 1857 of the court below, the death of Ridgeway was suggested, and leave granted to make R. F. Wingate his adm'r, a party who came into court waived process, and entered his appearance in said cause, and said cause being finally submitted, to the court, at the May term of said circuit court, on the 14th day of May A. D. 1858, it was decreed that the comp't recover of the def't as adm'r of E. H. Ridgeway dec'd the sum of $415,00, together with the cost of suit, to be paid out of the estate
22 of said Ridgeway, to be administered in due course of administration.

EVIDENCE.

37 Comp't proved by John T. Jones that in August A. D. 1848, the scrip of said Bank was worth about forty cents to the dollar, and that in March A. D. 1850 about forty five or fifty cents to the dollar, and that his recollection was based in that kind of money, about those dates, and that there was no difference between the paper and certificates of said bank.

38-38 By W. A. Decker, the same.

39-40 By Joseph Bowles, that he was acting as clerk for the Bank of Illinois, at Shawneetown, under William Thomas, as trustee, and also under A. G. Caldwell, as assignee, and that about one year previous to the death of said Caldwell, he assisted in that capacity, and all the time that William Thomas had been trustee, of said Bank. That Robert Castles was indebted to said Bank by note dated July 3rd A. D. 1841, upon which William Castles and Orval Pool were securities, and also by note due March the 7th, A D. 1842, Orval Pool and E. H. Gatewood securities, and that the balance of principal and interest due on said notes, August the 5th A.D. 1852 was $2272,23, and was paid by Orval Pool to William Thomas as trustee of said Bank.

43-44 And that by agreement of the parties, on the 28th day of April, A. D. 1856, the deposition of said Bowles was again taken to be read in said cause, on behalf of either party., on the trial of said suit, who testified that he knew that Pool was security on said notes, by this the first name on notes of said Bank, and the name placed on the back of the notes together with the amount were the principals, and that the discount book of said Bank was so arranged as to show principals and securities, and that in this instance shows Robert Castles to be the principal, and that on cross examination by defendant, he knew by the discount book referred to, that the first name on notes of said Bank was the principal in the note, by the discount book as above referred to, and also in all cases where he had attended to the settlement of such notes, the first name had always been recognized as the principal, and that his information as to the name on the back of the note was derived from the same source; that part, and witness thought all the amount of said notes was paid by Pool to him, as agent of William Thomas, and that he passed the same to the credit of said notes, on the books of said Thomas as trustee of said bank, that Pool paid the same in certificates and notes of said Bank of

45 Illinois, which were worth about sixty five cents to the dollar at that time.

46 By John Olney Esq. that he was an Attorney and Counsellor at Law, and was employed, by said Orval Pool to defend for him a suit instituted against him by the assignes of the Bank of Illinois, at Shawneetown, to recover the amount of two promissory notes, one dated July 3rd, A. D. 1841 for seven hundred and seventy dollars, seven months after date, with interest at the rate of eight per cent from due until paid; signed Robert Castles, W. M. Castles and O. Pool, the other dated August the 4th, 1841 for nine hundred dollars, due seven months after date, and payable to said Bank, with the same interest, and signed Robert Castles, O. Pool and E. H. Gatewood, and that

47 his advice to said Pool was to pay said notes off rather than have said suits prosecuted further, he knowing of no defense to said notes, or either of them which could be made available, that Pool was opposed to paying the notes until advised by Montgomery and myself to do so, which was all the evidence on the part of comp't.

51 Defendant, Ridgeway proved by James Frizell that some years back, date not recollected, he was familiar with the fact that his father, William Frizell, dec'd loaned to Robert Castles dec'd a sum of money, amount not recollected, for which said Castles executed to his father his note endorsed by E. H. Ridgeway, as his security, and that after the death of said Castles, and before the death of his father, the same as fully paid by Ridgeway as said security.

53 By Walter B Scates, that E Hill for the use of J. Harlin, at the March term A. D. 1849, obtained a Judgement against E. H. Ridgeway, for one hundred and eighty five dollars & forty-four cents, the same was paid to him as Harlan's Attorney by Ridgeway The Judgement was obtained on a note given by Robert Castles as principal, and on which said Ridgeway was security in fact, only and compelled as such to pay said debt.

54 By William B. Thorn, that it would cost in going to, and returning from Mt. Vernon Illinois, to Cincinnatti Ohio, under ordinary circumstances, on a business trip, somewhere about thirty-five Dollars, and that a trip to St. Louis Missouri, under such circumstances, would cost twelve dollars.

55 By Joel F. Watson, Clerk of the County Court, within and for the said County of Jefferson, that the amount of claims of the fourth class allowed against the estate of Robert Castles dec'd due to divers persons, at the time the first dividend was made upon said debts, was $5664,11, which included $3827,20 due the Bank of Illinois, and that the amount of the dividend made upon said claims at that time, was $906,25, that the amount of said dividend made upon said Bank debt was $612,25, and when the second dividend was made upon said debts, the amount was $5229,80, and the dividend $260,-52 upon said Bank debt $175,96, and when the third dividend was made, the debts of the estate were $5268 08, and that the amount of the third dividend upon all of the debts was $578,41, including $389 82 to said Bank, all of which were ordered to be paid by said Ridgeway, as administrator of R. Castles dec'd, that the first and second class claims against said R. Castles' estate, were paid previous to the striking of any dividends upon the said debts of the fourth class, and that no other dividends had been made upon said fourth class claims, and those referred to by him.

612.25
175 96
788 21
3.941 0
42

56

ERRORS ASSIGNED.

1st. The Court erred in rendering a decree in favor of the deft. and against the appellant.

2nd. The decree of the Court was for more than the def't had a right to recover of the appellant.

R. F. WINGATE, Adm'r.

382,80
191.40
3828
229.68
394 10
621.78

788:21
382 80
1171.01
621.78
549.23
42 00
507.23

BRIEF.

The relation of trustee and cestique-trust, from anything appearing from the record, did not exist between the deft., and the said E. H. Ridgeway deceased, and unless such relation existed, the deft., could have no pretence of claim against the plff.

If the acts of the plffs. intestate, as appears from the record, made him liable to any one, it was to those who had claims allowed by the proper authority against his intestate estate, and the deft. not occupying that position, no cause of action existed in his favor against the plffs. intestate.

If the deft had any demand against the estate of R. Castles deceased, he should have presented, and had the same allowed against said estate before he could legally claim to be a creditor of said estate, as against those who had demands allowed against said estate. Hence we affirm that if the plffs. intestate was liable to any one on account of his conduct, as presented by the record, it would be to those who had demands allowed against his intestate estate.

That if the Court below properly held the plaintiffs intestate liable, that liability would exist in favor of all the creditors of said R. Castles deceased, in proportion to the amount due them respectively.

The debts of the estate at the time the first dividend was struck, amounted to $5064, 11-100, which included $3827, 20-100, due the Bank of Illinois, upon which debt due the Bank, the first dividend amounted to $612, 35-100, which Ridgeway paid off with money & scrip of the Bank, for which he gave 50 cents to the dollar, thereby making the sum of $306,17.

At the time the second dividend was made, the debts of the estate amounted to the sum of $5229,80 including Bank debt, upon which Bank debt was then ordered to be paid $175,96, which Ridgeway paid with paper of said Bank, for which he gave 50 cents to the dollar, thereby making $87.98.

When the third dividend was struck the debts of the estate amounted to the sum of $5268,08, including the Bank debt, upon which Bank debt was then ordered to be paid $889 80, which Ridgeway paid with the paper of the Bank which cost him 60 cents to the dollar, thereby making $155 93, making in all so saved by Ridgeway $550,08, from which sum should be deducted Ridgeway's expenses, amount to $42,00, which would leave the sum of $508,08, profits made by Ridgeway

The deft. paid off for the estate $2272.23, with scrip of the Bank, which was worth 65 cents to the dollar, making money paid by him for the estate $1476,94.

Pool actually paid $1476,94 – Ridgway actually made by the transaction 11 cents and 3 mills to the dollar on the sum of $4486,94, which was the whole amount of the debts of the Estate after deducting the amount paid by him, and to ascertain the proportion on the amount paid by Pool = 11 cents and 3 mills per-cent should be calculated on the said sum of $1476,94 which would make the sum of $166,89

R F Wingate
pltff

Pool & Ridgeway were securities to Carter on the bank debt & Pool on two notes & Ridgeways on one –

[8469-60]

Was it not the duty of the adm. to pay over the paper at its lowest rate in payment of the debts & was not the profits after in his hands for the payment of the debts allowed & subsisting against the estate as far the heirs. And as Paul had not filed his account or claim against the estate how does he get the right to hand those profits applied to his claim. How does Paul acquire a better right than other creditors of the estate even if the filing of the claim by the bank against the estate upon which Paul was security does not bar his claim. He would thereby in no event be entitled to more than a pro rata share of the profits. If the adm. had the right to make this speculation by using his individual means he must hand a right to those profits & Paul has no right to appropriate the profits to his use. Those profits must made for the benefit of the creditors heirs or distributees, or legatees of deceased. If creditors may be negligent to file their claims & have the fair allowance & claim profits as residuum as trust funds the first taxon law would be inoperative.

No 19

Brief of Appellees

Appellees Brief

Appellant's Brief

Filed Jan. 14, 1860

J. Lottman Clk

November term — Supreme Court A.D. 1861.

Robert F. Wright — Adm't of Edward H. Ridgway deceased — Plaintiff in Error — vs. Orrel Pool — Deft in Error

19.

Error to Jefferson — Dem. Reversed & Bill Dismissed at Cost of Defendant in Error.

Received March 4. 1861, of Noah Johnston, Clerk of the Supreme Court, Six Dollars and thirty cents — part of the Costs due me for Making & Certifying Transcript of Record of Circuit Court in the above Entitled Cause —

John S. Bogan
Clerk

$6.30.

[illegible]

J. S. Bogan Esq

$6.30

Robert F Wingate adm of the Estate of E. H. Rodgers deceased

vs

Orval Pool

In the Supreme Court of the State of Illinois
Nov Term 1860
Error to Jefferson

I do hereby enter my appearance for Costs in the above styled Cause and agree to pay or Cause to be paid all Costs that may accrue therein either to the officers or the said Defendant, in pursuance of the laws of this State

Dated this 11th day of Oct 1860.

R F Wingate Plaintiff
Chas. Pace

[2609-63]

No 19

On the Supreme Court 1st Division

November Term 1860

R J Mulgale
appt
vs
Elvira
Jeffries
Appeal Bond

Filed Oct. 11. 1860 -

A Johnston Clk

Know all men by these presents, that we Robert H. Wingate of the City of Saint Louis, State of Missouri, Administrator of the estate of Edward A. Ridgway deceased, and Willis D. Green of Jefferson County Illinois, are held and firmly bound unto Orval Pool of the County of Gallatin and State of Illinois, in the penal sum of Eight Hundred and thirty Dollars - for payment whereof, well and truly to be made, we bind ourselves, our heirs &c. jointly, severally, and firmly by these presents - Witness our hands and seals this 17th day of October A.D. 1860 -

The Condition of the above obligation is such that whereas, the said Orval Pool did at the May Term A.D. 1858, of the Circuit Court of Jefferson County, Illinois, recover a Judgment or Decree against the above bound Robert H. Wingate - as Administrator as aforesaid, for the sum of Four Hundred and fifteen Dollars - with costs of suit - upon which said Judgment or Decree, the said Robert H. Wingate - as such administrator as aforesaid, has prosecuted his writ of error to the Supreme Court of said State of Illinois - and which said writ of error so sued out and prosecuted as aforesaid, upon application to - and by order of one of the Justices of said Court, is made to act as a Supersedeas, and stay all further proceedings on said Judgment or Decree, till said Cause can be heard and determined by said Supreme Court, upon his entering into bond, with Willis D. Green as Security, in the penal sum of eight Hundred and thirty Dollars - Now if the said Robert H. Wingate - Admr as aforesaid, shall well and truly prosecute his said writ of error without delay and with effect - and shall well and truly pay or cause to be paid unto the said Orval Pool or to his legal representatives, the said Judgment or

Dem, interest and costs and all Damages that shall be awarded against him in case the said Judgment or Decree shall be affirmed, then this obligation shall be void – otherwise it shall be and remain in full force –

R. J. Nugent adm^r (Seal)

W. Duffield (Seal)

Signed – Sealed and delivered in presence of
N. Johnston

19

Robert F. Wingate —
Admr of the estate of
E. H. Ridgway dec'd
vs
Orval Pool

Supersedeas bond

Filed 11th October 1860.
N. Johnston Clk

No 19

Nov. Term 1860

Wingate - Admr of
Redgrave
vs
Pool

Error to Jefferson

Drew Newsell &
Bill Dennisell

Plaff