No. 8436

Supreme Court of Illinois

R. F. Wingate, Admr.

vs.

Orval Pool

71641 7

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 appoint-
5 ment of the Probate Court, of Jefferson County, Illinois, became adm'r of his estate, 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.

[8436-1]

That Ridgeway is accountable to comp't for a proportionate share of the sums of money 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 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.,

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10—11—

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 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.

16

14

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.

14

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 $3758,41' 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.

18

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

18

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 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

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 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.

19—20

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[2431-2]

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.

38-40 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.

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

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.

[8 436-5]

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
Ridgway actually 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 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. J. Wingate
adver

No 19

Wingate adm'r
vs } Error to
Jefferson
O Pool

Abstract and
Brief

Filed Nov. 14. 1865 —
N. Johnston Clk

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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-
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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.

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[8436-7]

That Ridgeway is accountable to comp't for a proportionate share of the sums of mon-
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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 $3758,41' 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
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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 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
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

That he paid off the dividend so struck in favor of the Bank, fully in accordance with

22 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.

35-40 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.

[8436-9]

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

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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 Monigomery 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.

53 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.

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.

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 $550.08, 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
Ridgeway actually 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 debt 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 cal=
culated on the said sum of $1476.94
which would make the sum of $166.89

R. F. Wingate
admr

[8482-12]

No 19

Wrigate adm'x
vs
Error to
Jefferson
C Pl

Abstract and
Brief

Office

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Filed Nov. 14, 1866.
N. Schlenker Clk