Bidlingmaier, Leonard et al v. State of MO to the use of Adolph Kehr, admin. of Catherine Muller (Mueller) 1858 St. Louis 391/11

Old Box 591/26

Filed 1857
March 1858
Rev'd Remanded
Judge Scott

26
483

$8,194.91 Kehr is admin. for both
Kehr says $ is owed to Cath estate from Jacob's
Jacob Muller had been admin. until
his death
Bid. et al are securities in the bond

O = conflict of interest

# The State of Missouri, ss.

**The State of Missouri,** *To the Honorable the* Saint Louis Court of Common Pleas *in said State, GREETING:*

**WHEREAS,** In the record and proceedings in a certain cause lately pending in the St Louis Court of Common Pleas —

wherein The State of Missouri to the use of Adolphe Kehr adm. de bonis non of Catharine Müller was plaintiff and Leonard Bedlingmeier impleaded with Jacob Reinhart et al. was defendant

in ~~an action of~~ a Civil Action manifest error hath intervened, to the great damage of said defendant as by his complaint we are informed.

NOW, we being willing that the error, if any there be, should be corrected, and full and speedy justice done to the parties aforesaid, in that behalf, COMMAND YOU, that you send to us, certified under your seal, the record and proceedings in the cause aforesaid, as fully as the same remain of record before you in said Court, so that we may have them before us at our Supreme Court, to be begun and held in the City of Saint Louis, in the County of Saint Louis, in said State, on the third Monday in March next, so that our Judges of our Supreme Court, on inspecting the record and proceedings aforesaid, may cause to be further done therein, for correcting the error, what of right, and according to law, ought to be done.

**Witness,** WILLIAM S. GLANVILLE, Clerk of our said Supreme Court, at office, in the City of Saint Louis, the twenty seventh day of February in the year of our Lord one thousand eight hundred and fifty seven

Wm S. Glanville

$1.50 paid by Krum & Harding

CLERK.

State of Missouri
County of St Louis } I, Charles M. Hicks Clerk of the St Louis Court of Common Pleas in and for said County in obedience to the within writ do certify the foregoing a true and complete transcript of the record & proceedings in the case therein named as fully as the same remain in my office In testimony whereof I have hereto set my hand and affix the Seal of said Court at office in St Louis this 28th February 1857 Chas M. Hicks Clerk

State of Missouri.
County of St Louis } Be it remembered that heretofore to wit: on the 7th day of August A.D. 1855 there was filed in the office of the Clerk of the St Louis Court of Common Pleas in and for said County a Petition in the words and figures following to wit:

St Louis Court of Common Pleas
October Term 1855.

Petition

The State of Missouri which sues to the use of Adolph Kehr administrator de bonis non of Catherine Mueller Plaintiff —— vs —— Leonard Bedlingmaier Jacob Reinhardt Johanna Finck — Defendants

Plaintiff States that on the twenty Second day of June Eighteen hundred and fifty at St Louis, the said Bedlingmaier, Reinhardt and Valentine Finck made their certain writing obligatory a certified copy of which is herewith filed and thereby bound themselves their heirs, executors and administrators unto the plaintiff in the sum of Thirteen thousand dollars conditioned that if Jacob Müeller administrator of the estate of Catherine Müeller deceased should faithfully administer said Estate ~~and perform all other~~ account for, pay & deliver all money and property of said estate

2. and perform all other things touching said administration required by law then the said bond to be void otherwise to remain in full force. That said Müller took charge of said estate as said administrator and died while in charge of said estate and the said Adolph Kehr was by the St Louis Probate Court appointed administrator of the goods not administered by the said Jacob and upon the settlement of the account of the said Jacob Müller as administrator as aforesaid before the St Louis Probate Court there was by said Court a balance found to be due to said Estate by said Müller as administrator of the sum of Ten thousand ~~dollars~~ four hundred and forty nine dollars thirty five and one half cents which said sum is still due and unpaid by the said Jacob Müller and his representatives. Since the making of said bond the said Valentine Finck has died the administration upon his estate by his widow the said Johanna Finck has been closed and from and from failure of heirs descending and collateral his real estate descended upon his widow the said Johanna Finck who thereby has assets by descent to answer this demand. Plaintiff therefore

3. asks for judgment against the said Bedlingmaier and Reinhardt for the said Sum of Ten thousand four hundred and forty nine dollars thirty five and one half cents with interest from the 21st March A. D. 1855 and against the said Johanna Finck as heir of the said Valentine Finck for the said amount as far as assets may have descended to her. And for such other and further relief as to the Court may seem meet &c. Whittelsey atty p.q.

County of St Louis. Adolph Kehr being sworn says that he believes the above petition and matters & things therein stated to be true

Adolph Kehr

Sworn to & Subscribed this 6th day of August A.D 1855 before me

C. W. Hicks Clerk

Summons. County of St Louis ss. The State of Missouri To the Sheriff of St Louis County Greeting We command you to Summon Bernard Bedlingmaier Jacob Reinhardt and Johanna Finck to appear before the Judge of our St Louis Court of Common Pleas on the first day of the next Term thereof to be held in the City of St Louis on the fifth and for the County of St Louis, on the Second Monday of October next, then and there to answer the Complaint of the

4. The State of Missouri which sues to the use of Adolph Kehr administrator de bonis non of Catherine Mueller as set forth in the annexed petition: and have you then and there this writ. Seal Witness Charles D. Hicks, Clerk of our said Court with the Seal thereof hereto affixed at office in the City of St Louis this Seventh day of August in the year of our Lord Eighteen hundred and fifty five. C. D. Hicks Clerk

Sheriffs Return

Executed on the 15th day of August 1855 by delivering to Jacob Reinhardt a copy of the writ and by reading the petition to the same also on the 16th day of August 1855 by delivering to Johanna Finck a copy of the writ and petition as pursued by the Clerk and by delivering a copy of the writ & reading the Petition to Leonard Bedlingmaier on the 27th day of August 1855.

Turner Maddox Sheriff
By Charles Picker Dpty

And afterwards to wit: on the 18th March 1856 the following amended petition was filed by leave of Court

Amended petition

Plaintiff States that on the 22d day of June A. D 1850 at St Louis the said Bedlingmaier Reinhardt and Valentine Finck made their certain writing obligatory

5. a certified copy of which is herewith
filed and thereby bound themselves their
heirs executors and administrators unto
the plaintiff in the penal Sum of Thirteen
thousand dollars conditioned that if Jacob
Mueller administrator of the Estate of
Catherine Mueller deceased should faith-
fully administer said estate account for
pay and deliver all money and property
of said estate and perform all other things
touching said administration required by
law then the said bond to be void other-
wise to remain in full force. That said
as said administrator and died prior to his in charge of said estate
Mueller took charge of said estate, and
the said Adolph Kehr was by the Probate
Probate Court appointed administrator
of the goods of the said Catherine not
administered by said Jacob Mueller and
upon the settlement of the accounts of
the said Jacob Mueller as administrator
as aforesaid before the St Louis Probate
Court there was by said Court a bal-
ance found to be due to said estate
by said Mueller as administrator of the
Sum of Ten thousand four hundred and
forty nine dollars thirty five and one
half cents which said Sum is still
due and has not been paid to said Kehr
as administrator of said Catherine by
the representatives of said Mueller nor
by the defendants. Since the making of
said bond the said Valentine Finck

1. has died the administration upon his estate by his widow the said Johanna Finck has been closed and from partiers of heirs in this County, ascending, descending and collateral his real estate descended upon his widow who thereby has assets real by descent sufficient to answer this demand the real estate thus descending to the said Johanna Finck being described in a deed made by Derrick N. Janvary and wife to said Valentine Finck dated May 1. 1847 as a lot in Block No fifty six of the City of St Louis beginning at a point on the West line of Second Street Sixty five feet eight inches South of Myrtle Street thence running North on the West line of Second Street twenty two feet thence running west parallel with Myrtle Street eighty feet thence North parallel with Second Street forty three feet eight inches thence West on South line of Myrtle Street forty eight feet nine inches thence South parallel with Second Street Sixty five feet eight inches, thence East and parallel with Myrtle Street to the place of beginning. Plaintiff therefore asks judgment against said Bedlingmaier & Reinhardt for the said Sum of Ten thousand four hundred and forty nine 35/100 dollars with interest from the

7. March A. D 1855 less a credit of thirty per cent paid by the Estate of said Mueller since the filing of the original petition and for judgment for the same amount against the said Johanna Finck with execution special against the lots descended to her. And for such other and further relief as to the Court may seem meet &c Whittelsey atty p.p.

County of St Louis } Adolph Keller being sworn upon his oath says that he believes the above petition and the matters therein stated to be true

Sworn to and Subscribed this ——— day of March 1856 ———

Answer of L. Bedlingmaier filed Dec. 22d 1856

Answer of Bedlingmaier

The defendant Leonard Bedlingmaier for himself instanter on being informed that plaintiff has filed an amended petition in this case comes & files his answer to said amended petition & states that he does not know & has not knowledge or information sufficient to form a belief as to whether the certified copy of the Bond filed by the Plaintiff is a copy or not of the Bond that this defendant signed as one of the Securities of Jacob Mueller administrator of the Estate of Catherine Mueller deceased. Nor does this defendant know nor has he knowledge or information sufficient to form a belief as to whether

8. the plaintiff has correctly stated & set forth the condition of the bond that this defendant did sign. This defendant further answering said amended petition states that he does not know & has not knowledge or information sufficient to form a belief or neither upon the settlement of the accounts of the said Jacob Mueller as administrator aforesaid before the St Louis Probate Court there was by said Court a balance found to be due by said Mueller to said Estate of Catherine Mueller of the sum of $10.449.35/c cents or any other sum. Nor whether the said sum last mentioned or any other sum is now due from said Jacob Mueller. This defendant for further answer to said amended petition says that he has been informed and believes his information true & therefore states that there never was any such settlement of the accounts of said Jacob Mueller as administrator of said Catherine Mueller before the St Louis Probate Court as the plaintiff has stated & set forth in the said amended petition nor was there a balance found to be due to said Estate by said Jacob Mueller as administrator for the sum of $10.449.35/c nor any other sum. This defendant denies that said sum of $10.449.35/c or any

9. other Sum is due to plaintiff.
This defendant further answering Said amended petition States that Adolph Kehr to whose use as administrator de bonis non of Catherine Mueller deceased this Suit is prosecuted is the Same Adolph Kehr who was appointed administrator of the Estate of Jacob Mueller deceased. Defendant further answering States that after Said Adolph Kehr was appointed administrator of the estate of Said Jacob Mueller he the Said Kehr as Such administrator made the Said alleged Settlement before the Probate Court & then and there understood to State an account of the administration of the Estate of Catherine Mueller deceased while Said Jacob Mueller acted as administrator thereof to the time of his decease, the Said Kehr having been previously to his Stating Said account appointed administrator de bonis non of the Estate of Catherine Mueller & was then at the time he Stated Said account & made Said pretended Settlement acting as administrator de bonis non of the Said Catherine. This defendant denies that Said Adolph Kehr had any right or authority to make or State any Such account against Said Jacob Miller touching his administration of the Estate of Said Catherine & this defendant Says that Said pretended

10 Settlement before said Probate Court wherein & whereby said Jacob Mueller is charged with a balance against him & his estate of $10.449.35½ was falsely erroneously & incorrectly ~~done~~ made. This defendant further states that said Jacob Mueller in the month of September 1849 married Catherine Jesser who thereupon assumed the name of Catherine Mueller that in the month of February 1850 the said Catherine Mueller died and the said Jacob Mueller obtained letters of administration on her estate and thereupon made an inventory purporting to be an inventory of the effects and property of his deceased wife, but being in fact an inventory of personal property which before and at the time of the death of said Catherine Mueller belonged to said Jacob Mueller & was then in his possession. And this defendant says that said Jacob Mueller by mistake and through mere ignorance included in his said inventory his own personal property, credits and effects. And this defendant says that all of the personal property credits and effects included in said inventory was in fact at the time the property of said Jacob and had been reduced to his possession long before the death of said Catherine. And this defendant says that said Jacob through

11. ignorance and by mistake after filing said inventory continued to administer on and to account for property which in fact belonged to him the said Jacob Mueller That in the last Settlement made by said Mueller as administrator of Catherine Müller he erroneously and by mistake charged himself with the Sum of Eight thousand five hundred and twenty two dollars and thirty five cents on account of property inventoried as belonging to the estate of Catherine Mueller but which in fact belonged to said Jacob Mueller This defendant says that in the account referred to by plaintiff as a Settlement said Jacob Mueller was and is erroneously charged with said last mentioned Sum as the balance for which he was liable to said Estate of Catherine Mueller at the time of his death and in said account said Jacob Mueller is also erroneously and without authority of law charged with the Sum of $376.00 for interest on said first mentioned Sum of $8522.35/100. And this defendant further says that in said account referred to in plaintiffs petition and purporting to be a Settlement made by said Adolph Kehr. said Jacob Mueller is erroneously charged with the further Sum of $1345.27/100 for money alleged to have been received by said Jacob Mueller as administrator

12. from the Estate of Frederick Deaser.
This defendant says that in no Settlement
made by said Jacob Mueller as adminis-
trator as aforesaid did ever ~~he~~ charge
himself with said Sum, nor is the same
charged to him in the inventory made
by him as aforesaid. And this defendant
says that he is informed and so charges
that said Jacob Mueller as administra-
tor of Frederick Deser never did
receive said Sum of money and ought not
to be charged with the same, nor is
said Jacob Mueller chargeable with
the Sum of $161.50 as the interest
on the said Sum of $1345.97. And
this defendant says that the Settlement
referred to in plaintiffs petition
was not made by said Jacob Mueller
but by Adolph Lebo as aforesaid and
has no force or effect against this
defendant. This defendant denies that
the plaintiff is entitled to any judgment
against him. Krum & Harding
atty's for Leonard Bedlingmaier

Proceedings as follows had herein to wit
October Term 1856. January 6th 1857.

Judgment. Now at this day comes the plaintiff
by its attorney and the defendants Jacob
Reinhardt and Johanna Finck having
failed to file their answer herein it is
ordered that the plaintiffs petition be

13. Taken against them as confessed. Whereupon the defendant Leonard Bidlingmaier also comes by his attorney and with said plaintiff waiving a Jury Submits this cause to the Court and the Court being fully advised ~~xxxxxx~~ in the premises doth find that the said defendants Leonard Bidlingmaier Jacob Reinhardt and Johanna Finck are indebted to said plaintiff in the Sum of Thirteen thousand dollars the penalty in the bond set forth in the petition herein and doth assess ~~the~~ its damages by reason of the breaches therein mentioned at the Sum of Eight thousand one hundred and ninety four dollars and ninety one cents. It is therefore considered by the Court that the plaintiff recover of said defendants the debt and damages aforesaid in form aforesaid as found and assessed and that it have execution for said damages viz $8.194.91 and also for its costs and charges herein expended

January 24th 1857.

Motion for a New trial overruled

The motion of the defendant Bidlingmaier for a new trial herein being heard and by the Court fully understood it is ordered that said motion be overruled.

Bill of Exceptions filed February 24th 1857

Bill of Exceptions

Be it remembered that on the trial of this cause the plaintiff offered in

14. evidence the hand Seed upon & also a
transcript from the records of the Probate
Court as follows:

Bond & Transcript

Know all men by these presents that I
Jacob Müller as principal and we Va-
lentine Finck Leonard Bedlingmaier
and Jacob Reinhard as Securities
are held and firmly bound unto the
State of Missouri in the full and just
Sum of Thirteen thousand dollars to
the payment whereof well and truly
to be made we bind ourselves our heirs
executors administrators and assigns
jointly and severally firmly by these
presents Sealed with our Seals and dated
St Louis this twenty Second day of
June 1858. The condition of the above
bond is that if Jacob Müller ad-
ministrator of the Estate of Catherine
Müller deceased shall faithfully ad-
minister said estate account for
pay and deliver all money and property
of said Estate and perform all other
things touching said administration
required by law or the order of any
Court having jurisdiction then the
above bond to be void otherwise to
remain in full force. Jacob Muller (Seal)
Valentine Finck (Seal) Leonard
Bedlingmaier (Seal) Jacob Reinhardt (Seal)
State of Missouri County of St Louis ss.

15. At the Term of the Probate Court begun and held at the City of Saint Louis within and for the County of Saint Louis in the State of Missouri on the first Monday being the fifth day of March in the year of our Lord One thousand eight hundred and fifty five were present Peter Ferguson Judge of said Court. William F. Ferguson Clerk and William H. Timberlake Marshall of the County of Saint Louis Court adjourned from day to day until Wednesday 21st March 1855 Wednesday 21st March 1855 Court met pursuant to adjournment. Present Same Judge.

Adolph Kehr administrator of Jacob Mueller deceased who was administrator of Catherine Mueller deceased = Settlement = Adolph Kehr administrator of Jacob Mueller who was administrator of Catherine Mueller deceased appears and exhibits his account for the Settlement of the administration of said Jacob Mueller on the Estate of said Catherine Mueller up to the time of the death of Jacob Mueller whereupon the Court examined and find that at his last Settlement with this Court there was a balance against him in favor of the Estate of said Catherine Mueller of Eight thousand and five hundred

16 and twenty two dollars thirty five cents that he since received Two thousand two hundred and seventy four dollars fifty and a half cents and that he is entitled to credit in the sum of three hundred and forty seven dollars fifty cents leaving a balance against said Jacob Müller as administrator as aforesaid of Two thousand four hundred and forty nine dollars and thirty five and a half cents.

State of Missouri
County of St Louis } ss. I William H. Ferguson Clerk of the Probate Court of the County of Saint Louis in the State of Missouri certify that the foregoing is a true copy of the bond of Jacob Mueller as administrator of the Estate of Catherine Mueller deceased and a true copy of the Settlement of Adolph Keb administrator of Jacob Mueller deceased who was administrator of Catherine Mueller deceased as the same now remains of record in the office of the Clerk of Probate of the County of St Louis.
Seal In Testimony whereof I hereto set my hand and affix the seal of the Probate Court of the County of

17. Saint Louis at office in said County this Thirtieth day of July in the year our Lord One thousand eight hundred and fifty five

William F. Ferguson Clerk

The defendant Bedlingmaier by his Counsel objected to the admission of said Transcript but the Court overruled said objection & allowed the same to be read. to which ruling said defendant at the time excepted. The plaintiff then rested. The defendant proved that Keber was appointed administrator de bonis non of Catherine Mueller November 6th 1854 & administrator of Jacob Mueller deceased July 6th 1854. and then offered in evidence the inventory of Jacob Mueller administrator of Catharine Mueller

Inventory of Jacob Mueller admr. of Cath. Mueller.

Inventory of all the real and personal estate of Catherine Müller late of the County of St Louis deceased describing the quantity, situation and title of the real estate, the books and papers the debts due or to become due to the deceased the names of the debtors, the date of the contract, the amount of interest due and the rate of interest thereon made Jacob Müller administrator of said deceased and John George Mayer and Jacob Hennecke witnesses appointed to aid in making the same St Louis the

18. Tenth day of July 1850.

Deed of Trust given by Jacob Reinhard and wife to Catharine Seaser to 50 feet front on Second Street to secure his promissory notes.

| | | | |
|---|---|---|---|
| 1) a note given on the 4th April 1849 payable 4th April 1852 | $ | 500 | 00 |
| 2) a note Same day payable 4th April 1850 | | 30 | 00 |
| 3) Ditto ——— 4th April 1851. | | 30 | 00 |
| 4) ——— ——— ——— 4th April 1852 | | 30 | 00 |
| 5) " " " 4th April 1850 | | 20 | 00 |
| 6) " " " 4th April 1850 | | 30 | 00 |
| 7) " " " 4th April 1851 | | 20 | 00 |
| 8) " " " 4th April 1851 | | 30 | 00 |
| 9) " " " 4th April 1852 | | 30 | 00 |
| 10) " " " 4th April 1852 | | 20 | 00 |
| 11) " " " 4th April 1852 | | 500 | 00 |

Deed of Trust given by Charles Raish & wife to Catherine Seaser to 2½ acres in the Commons of Sd. to secure his promissory notes

| | | | |
|---|---|---|---|
| 1) a note given on the 17th August 1849 payable to the order of Catherine Seaser on the 17th Aug. 1851. | $ | 250 | 00 |
| 2) ditto payable 17th Aug 1850. | | 15 | 00 |
| 3) ditto ——— 17th Febry 1851 | | 10 | 00 |
| 4) ditto ——— 17 Aug. 1851. | | 15 | 00 |

Deed of Trust given by Eugene Kiehl & wife to Catherine Seaser to 120 feet in Block No 148.

1) a note given on the 27th January

| | | | |
|---|---|---|---|
| 19 | 1849 payable 27th Jany 1852 | $500 | 00 |
| | 2) a note given do payable 27 July 1850 | 20 | 00 |
| | 3) — — — — 27 Jany 1851 | 30 | 00 |
| | 4) — — — — 27 Jany 1852 | 30 | 00 |
| | Deed of Trust given Leonard Bedlingmaier and wife to Catharine Dieser to 48 feet on Plum Street to Secure | | |
| | 1) a promissory note given on the 29th May payable on the 29th May 1852 | 60 | 00 |
| | 2) ditto —— payable 29th May 1850 | 36 | 00 |
| | 3) a promissory note payable 29th Novr 1850 | 24 | 00 |
| | 4) ditto —— 29th May 1851 | 36 | 00 |
| | 5) ditto —— 29th Novr 1851 | 24 | 00 |
| | 6) ditto 29th May 1852 | 36 | 00 |
| | Deed of Trust by Leonard Bedlingmaier wife to Catharina Dieser to 100 feet on Plum Stand to Secure | | |
| | 1) a promissory note given on the 10th August 1849 and payable on the 10th August 1853 | 900 | 00 |
| | 2) a note payable on the 10 August 1850 | 54 | 00 |
| | 3) ditto 10 Febry 1851 | 36 | 00 |
| | 4) do 10 August 1851 | 54 | 00 |
| | 5) do 10 Febry 1852 | 36 | 00 |
| | 6) do 10 Aug. 1852 | 54 | 00 |
| | 7) do 10 Febry 1853 | 36 | 00 |
| | 8 do 10 Aug. 1853 | 54 | 00 |
| | Deed of trust given by Louisa Nofsinger to Catharine Dieser to 3 acres in the Commons to Secure | | |
| | 1) a note given on the 15th February 1849 payable 15 February 1853 | 750 | 00 |
| | 2) — do payable on the 15th Febry 1850 | 45 | 00 |

| | | |
|---|---|---|
| 3. ditto ——— payable 15 aug 1850 | 15 | 00 |
| 4. ditto ——— 15 Febry 1851 | 45 | 00 |
| 5. ditto ——— 15 aug 1851 | 15 | 00 |
| 6. ditto ——— 15 Febr 1852 | 45 | 00 |
| 7. ditto ——— 15 aug. 1852 | 15 | 00 |
| 8. ditto ——— 15 Febr 1853 | 45 | 00 |
| Deed of Trust given by George Mechling and wife to Catharine Deaver to thirty feet front on Jackson Street in Block No 44 to secure his promissory note | | |
| 1. payable on the 22d March 1851 with 6 p. interest | 108 | 00 |
| Deed of Trust given by Henry Dalde & wife to Catharine Deaver to 33 feet 4 inches on Franklin Avenue to secure his promissory note 1. a note given on the 10th Sept. 1849 payable with 6 p. interest on the 10th Sept. 1851. | 1000 | 00 |
| 6 p. interest each year at $60.00 | 120 | 00 |
| 2. Note payable on the 10th March 1850 | 40 | 00 |
| 3. ——— 10 do 1851 | 40 | 00 |
| Deed of Trust given by George Eberle and wife to Catharine Deaver to lot No 5 Block No 72 containing 30 feet front on Sansom Market | | |
| 1. A note given on the 16th Janry 1849 payable three years after date with 6 p. interest due 16 Jan 1852 | 400 | 00 |
| interest at $24.00 each year | 72 | 00 |
| 2) Note payable 16th Janry 1851 | 32 | 00 |
| 3) ——— 16th Janry 1852 | 32 | 00 |

21. Mortgage deed given by Charles Krieth
baum of Dubuque Iowa to Catharina
Jesser to the North half of lot
No 245 Clay Street to Secure a note
payable on the 28th April 1850 150 00
with 10% interest 15 00
Mortgage deed given by Adam Yaeger
and wife to Catharina Jesser to
outlet No 437 in Dubuque to Secure
a note payable 26th April 1850 226 00
with 10% interest 26 00
Mortgage deed given by Larkin P. Luck
and wife to Catharina Jesser to 40
acres and a half of lot No 250 in
the City of Dubuque to Secure his
3 promissory notes
1. payable 27th April 1851 236 60
2 —— 27 April 1850 23 60
3 —— 27 April 1851 23 60
Mortgage Deed given by J. Christian
Sutge and assigned to Catharina Jesser
to Secure a note
1. payable on the 18th April 1849 70 00
Deed of Trust given by Joseph Brucker
and wife to Jacob Müller administrator
of Catharina Jesser's estate to 19 feet
front on Second Street and 90 feet
deep to Secure his promissory notes
1. a note payable on the 4th Febry 1852 300 00
2. —— 4th Febry 1851 30 00
3. —— 4 Febry 1852 30 00
Deed of trust given by Michael Hetzel

22. and wife to Jacob Müller administrator of Catharina Jesser Est to lot No 8 in Block No 20 in Soulard's addition to secure his promissory notes

| | | |
|---|---|---|
| 1. A note payable on the 4th Febry 1852 | 300 | 00 |
| 2. — — — 4th Febry 1851 | 30 | 00 |
| 3 — — — 4th Febry 1852 | 30 | 00 |
| Note given by Hilaire Aland to Soffpts Hartry and assigned to Catharine Jesser | 20 | 00 |
| Note given by Pierre Albin to Soffpts Hartry and assigned to Catharine Jesser | 14 | 00 |
| Cash on hand | 8 | 00 |

| | |
|---|---|
| one toilet table | 1 silk dress |
| 6 Mogahoni chairs | 1 Pettycoat |
| 1 complete featherbed | 1 Merino dress |
| 4 copper candlesticks | 1 alpeoking dress |
| 2 Buckets | 1 ditto |
| 8 cooking tops | 5 petty coats |
| 10 plats 1 waiter | 1 cloat cover |
| 4 smaller plats | 5 lady dresses |
| 4 pieces queensware | 6 sickwals |
| 2 soup plates | 6 table cloats |
| 2 milk tops | 6 shirts |
| 2 sugar boxes | 1 covert & old linen pieces |
| 1 bed quilt | 1 borrorage dress |
| 1 ditto | 1 summercoat |
| 1 ditto | 1 coat |
| 1 ditto | 1 ditto |
| 1 cloak | 2 pr pants |
| | 1 ditto |

23 We the undersigned witnesses appointed by the Judge of the Probate Court of the County of St Louis to accompany and aid the administrator Jacob Müller in opening and examining the papers and money of Catherine Muller deceased and in making an inventory of them assembled at the late residence of said deceased on the tenth day of July 1850 and then and there performed the duty assigned to ~~them~~ us and certify the foregoing to be a full and complete inventory of the same

John Gev: Mayer
Jacob Hennecke

State of Missouri
County of St Louis } Ep. Be it remembered that on this tenth day of July in the year of our Lord one thousand eight hundred and fifty before me Adolph Kehr Notary Public within and for the County aforesaid personally appeared Jacob Müller administrator of Catharine Müller ~~deceased~~ Estate late of the County of St Louis deceased who being by me duly sworn on his oath says that the foregoing is a full inventory and description of all the money goods chattels and estate real and personal books, papers evidences of debt and of title to the deceased and all debts due or becoming due so far as he can ascertain them except the property reserved as the

absolute property of the widow and that he was not indebted or bound in any contract to the deceased at the time of her death except as stated in the inventory. Jacob Müller

Sworn to & Subscribed before me at the County aforesaid this tenth day of July 1850. Adolph Kehr Notary Public

Filed 19th July 1850. William F. Ferguson Clerk

Dr Jacob Mueller Administrator In account current with the Estate of Catharine Mueller deceased Cr

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1852 September Term. | To amount of Notes as per inventory | 8441 | 80 | 1852 Sept Term | By cash paid Letters of administration | 2 | 15 |
| | " Personalty as per appraisement | 93 | 55 | | " A. Kehr for Services | 10 | 00 |
| | | 8535 | 35 | | " Balance in hands of Administrator | 8523 | 20 |
| | | | | | | 8535 | 35 |
| 1852 Sept Term | To balance in hands of Administrator | 8523 | 20 | 1853 Sept Term | By cash paid Probate fees | | 85 |
| | | | | | By balance in hands of Administrator | 8522 | 35 |
| | | | | | | 8523 | 20 |
| 1853 Sept. Term | To balance in hands of administrator | 8522 | 35 | 1855 March Term | By amount of notes returned uncollectable | 330 | 00 |
| 1855 March Term | To interest on balance 1 year 6 Months | 767 | 01 | | By Probate fees | 2 | 50 |
| | To Rec'd from Estate of Frederick L Geiser by order of Court | 1345 | 99 | | " Commission | 15 | 00 |
| | To Interest on 1345.99 for two years | 161 | 50 | | " Balance in hands of Administrator (Settlement made by administrator of Jacob Muller) | 10449 | 35 |
| | | 10796 | 85 | | | 10796 | 85 |
| 1855 March Term | To Balance in hands of Administrator | 10449 | 55 | | | | |

25 State of Missouri }
County of St Louis } I William F. Ferguson
Clerk of the Probate
Court in and for the County of St Louis in
the State of Missouri, certify that the above
is a true copy of the inventory made by Jacob
Mueller administrator of the Estate of Catha-
rina Müller deceased as the same now remains
on file in the office of the Judge of Probate
in said County and also a true copy of the
accounts rendered by Jacob Müller as
administrator as aforesaid as the same
remains of record in the office of the
Judge of Probate aforesaid Seal In
Testimony whereof I hereto set my
hand and affix the seal of the Probate
Court of the County of St Louis at office
in said County this fifteenth day of
March A. D. 1856.

William F. Ferguson Clerk.

The defendant then introduced said Kehr
as a witness, who testified that Jacob
Mueller was the husband of Catherine
Mueller - that Catherine died in 1850
& Jacob in 1854 & that witness after he
had become administrator of both of
their estates made the settlement set out
in said transcripts from the Probate Court.

The plaintiff then offered the following
Marriage contract having first proved
it.

Marriage Contract. This Indenture made and entered into

at the City and County of St Louis in the State of Missouri this Sixth day of September in the year of our Lord Eighteen hundred and forty nine by and between Jacob Müller of the first part and Catharina widow of Frederick L. Lesser dec. of the Second part both of said City and County of St Louis Witnesseth. That whereas the said parties are about to consummate marriage between them in due form of law and the said parties are desirous to have previous to such consummation of their marriage certain matters between them as to their property Stipulated and regulated for future time and as it is likewise the wish of said parties fairly and lawfully to have every thing pertaining to property and estate understood and Settled between them now in consideration of the premises it is hereby convenanted and agreed between the said parties, that in as much as the the said Catharina widow Lesser brings to her future husband a considerable property, made over to her by her former husband Frederick Ludwig Lesser by his Testament, now she the said Catharina widow Lesser, reserves to her as her own property the right and privilege to Sell any of the real estate belonging to her, to her Sole benefit and

27 behave and ordains further that out
of her and her former husband's Estate
the Step Sons of Frederick Seffer dec.
Sopts Frederick Bear and her own
Child Louise Seffer each shall have
the Sum of five thousand dollars and
that in so much as to this ten thousand
dollars, her future husband have no claim
or any right or hatever. and the the said
Catharina widow Seffer reserves further
to her the right to sell and dispose as
her Sole property, over all her real and
personal property. In the case of any
death before the death of any future hus-
band, I give and bequeath, grant Sell
and alien convey and confirm unto Jacob
Müller my intended husband all my personal
property and give and bequeath to him
all the income, rents profits and use of
all my real estate during his natural
life, with Sole power to use and consume
the rents and profits and income to his
own benefit and after his death all
this property has to fal back to the
forenamed children Sopts Frederick
Bear and Louise Seffer to equal parts
I, the aforesaid Jacob Müller party
of the first part in consideration of the
disposition of Catharina widow Seffer
and accepting the covenants, do hereby
give and bequeath grant alien, Sell and
Confirm unto Catharina widow Seffer

28. the future wife of mine all my property
real and personal and mixt and whatever
I may possess, and make her and her
Children my only heirs, if I should die
before her. In Witness whereof the said
parties have hereunto set their hands
and Seals in presence of the undersigned
witnesses this Sixth day of September Eigh-
=teen hundred forty nine
Signed Sealed and Jacob Müller (L.S.)
delivered in presence Catharina Seffer (L.S.)
of the requested Witnesses
and in presence of each other
Jacob Nemnecke, Michael Witty Adolph Kehr.
State of Missouri } ss.
County of St Louis } Be it remembered that
on this tenth day of September eighteen
hundred and forty nine before me the under-
=Signed Recorder within and for the County
aforesaid came Jacob Nemnecke and
Adolph Kehr who are personally known
to me to be the same persons whose names
are Subscribed to the foregoing instrument
of writing as Witness who being by me
first duly Sworn on their oaths Say that
Jacob Müller and Catharine Seffer whose
Names are Subscribed to the foregoing
instrument of writing as parties thereto
are the same persons who executed the
same that they executed & delivered the same
in their presence, presence and
Severally acknowledged the same to be

29. their act and deed for the purposes therein
mentioned & hereupon they witnesses at the
request of said Jacob Müller and Ca-
therine Jeger subscribed their names as
witnesses thereof. Seal In Testimony
whereof I have to set my hand and
Seal of office the date last aforesaid
Stephen D Barlow Recorder
County of St Louis ss. I S.D. Barlow
Recorder for the County aforesaid certify
that the foregoing instrument of writing
was filed in my office Sept 10th 1849
and is truly recorded in Marriage Records
Book No 4 page 344 & folg. Seal
Witness my hand and official Seal the
date last aforesaid S. D. Barlow Recorder

To the admission of which de-
fendant objected but the Court overruled
said objection & permitted said contract
to be read. to which ruling defendant
at the time excepted. This was all the
testimony. The Court then filed it's
decision in the case & rendered judgment
for the plaintiff as follows viz:

Decision of the Court. The Court finds the facts to be as
follow: That on the twenty second
day of June 1850. the defendant did
execute the bond set out in the petition
that Jacob Müller was appointed admi-
nistrator of the Estate of Catherine
Müller (deceased) as charged, that he en-
tered upon the discharge of his duties

30. as administrator aforesaid and that whilst
administrator of said estate he died
leaving said administration still pen-
-ding. That said Jacob Müller
died on the third day of July 1854
That on the Sixth day of said July
Adolph Kehr was duly appointed
administrator of the Estate of said Jacob
Muller deceased). That on the Sixth
of November 1854 said Kehr was
also appointed administrator de bonis non
of the estate of said Catherine Müller
That at the March Term of the
St Louis Probate Court in the year 1855
and on the 21st day of said March
said Kehr as administrator of said Estate
of Jacob Müller appeared before said
Court and that a final Settlement
was then had before and by said Court
of the accounts of said Jacob Müller as administrator of said Catherine Muller
and that said Court found a balance
due to said Estate of Catherine Müller
by said Jacob Müller as administrator
of the Sum of Ten thousand four
hundred and forty nine dollars and thirty
five and one half cents of which said
Sum there is still due and not been paid
to the administrator de bonis non or
to the legal representatives of said
Catherine the Sum of $7.314.57 the interest
on which to this date is $880.34 the

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total Sum being $8.194.91. Whereupon the Court doth declare that the plaintiff is entitled to recover the Sum of thirteen thousand dollars, the same being the penalty of the bond and that the damages occasioned by the breach charged amount to the Sum of Eight thousand one hundred ninety four 91/100 dollars $8194.91.

Afterwards & in due time defendant filed his motion for a review as follows:

Mo for a Review

The defendant Leonard Bedlingmaier comes and Moves the Court for a review of the finding of the Court as to the facts & for this purpose said defendant makes a case containing so much of the evidence as is material to said motion - which evidence is as follows: / Inventory made by Jacob Müller called for in the bill of Exceptions and inserted in this transcript on Page 17. & following. C.W. Hicks Clk.

The grounds of said defendants motion are; 1st That the Court omitted to find that the property and effects of the Estate of Catherine Müller deceased & for which said Jacob Müller stands charged consisted of personal property Notes, Credits, effects & Money. 2d That the Court omitted to find that the Settlement before the Probate Court

at the March term 1855 by Adolph Kehr was made without any notice to the defendant Bedlingmaier. The said Bedlingmaier moves the Court further for a review of its finding & decision for the reasons following 1st That the Settlement made in the Probate Court by Adolph Kehr administrator of Jacob Mueller in March 1855 is not binding on the securities of said Jacob Müller & gives the plaintiff no right of action against said defendant Bedlingmaier. 2d That the evidence does not show a balance due to the estate of Catherine Muller from Jacob Muller her administrator of $10.149.35. on the 21st March 1855. 2d That the evidence does not show a balance due from said Jacob Müller at the time of the trial of $7.314.57. 3d That the decision and judgment upon the evidence should have been for defendant

Kamm & Harding for
Defts Bedlingmaier

Which Motion the Court overruled & defendant at the time excepted and that the matters aforesaid may appear of record he prays that this his bill of Exceptions be Signed & Sealed. which is accordingly done. Samuel Treat Judge

State of Missouri
County of St Louis ss. I Charles N. Hicks
Clerk of the St Louis
Court of Common Pleas in and for
Said County certify the foregoing to
be a true and complete transcript of
the record and proceedings in the case
of The State of Missouri Suing to
the use of Adolph Kehr administrator
de bonis non of Catherine Mueller
against Leonard Bedlingmaier impla
=ded with &c as fully as the same remain
in my office

In Testimony whereof I have hereto
Set my hand and affix the
Seal of Said Court at
office in Saint Louis
this 27th day of February
A. D. 1857

C. N. Hicks
Clerk

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March. T. 1858

The State of Missouri
use of Adolph Kehr
admr. de bonis non of
Catherine Müller D.E.
vs & Transcript
Leonard Bedlingmaier
impleaded &c P.C.

Filed 28 February 1857
Wm. S. Glanville
Ck.

Exd
$11 00/100 Krum & Harding paid

Appt. Mt. 57/ Sureen Mt. 58/ apts stmt. bfrs Mt. 58/
Sub Mch 29/58/ Rev. & Rem. 24 June 58 — B pr 454

State to use of Kehr adm^r &c, deft in error
vs.
Biddingmaier ~~et al~~.
plaintiff in error

In the Supreme Court
March Term 1857

And now comes the plaintiff in error and says that there is manifest error in the record, proceedings & judgment of the Court below, in this towit:-

1st The Court erred in admitting illegal & incompetent testimony offered by the ~~defendant~~ plaintiff below & in excluding legal & competent testimony offered by defendant below -

2d The Court erred in it's finding of the facts -

3d The Court erred in it's judgment upon the facts as found -

4th The Court erred in overruling the defendants motion for a review -

Krum & Hardesty
for plff in error

41.

~~77.~~

State to use of Kehr

vs:

Bidlingmaier

Appeal of errors

Knun Harding

Filed 28th March 1857

Wm S Glanville

Clk

To the Hon Samuel Treat Judge of the District Court of the Eastern District

State to use Kehr
v
Bedling maierstab

Plaintiff says there is no such error in the record as is alleged by the defendant.

S Whittelsey
Atty p. q.

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State to use

v

Bedling meier &c

Joinder in Error
Whittelsey
Atty p. q.

Filed 17 March 1858
Wm S Glanville
Ct.

State to the use of Kehr
deft in error
vs.
Leonard Bidlingmaier
plff in error

In the Supreme Court

Statement on behalf of Plaintiff in error.

This was a suit brought by & on the relation of Kehr as administrator de bonis non of Catharine Müller deceased against Bidlingmaier & others ~~as~~ securities in the administration bond of Jacob Müller, deceased, who was the administrator of said Catharine, up to the time of his death and prior to the appointment of Kehr. The breach assigned was the alleged non-payment to said Kehr of a balance found to be due, on settlement of said Jacob's account with said estate, by him to said estate.

The case was tried by the court and the facts set forth in its decision are substantially as follows. On the 22d of June 1850, the bond sued upon was executed and Jacob Müller appointed administrator of said Catharine Müller - He died on the 3d day of July 1854, leaving his administration unsettled - On the 6th day of July 1854, said Kehr was appointed his administrator and on November 6th 1854, said Kehr was also appointed administrator ~~of sa~~ de bonis non, of said Catharine Müller - On the 21st day of March 1855, at the March Term of the St Louis Probate Court, said Kehr as administrator of Jacob Müller, made final settlement of said Jacob's administration of said Catharine's estate and a balance of $10.449.35, was adjudged to be due from said Jacob's estate to said Catharine's estate - The Court further found that the amount due at the date of the trial was $8194.91.

and rendered judgment for the penalty of the bond, assessing the damages at the sum last above named. –

It appeared by plaintiff's amended petition that thirty per cent of the original balance had been paid ~~by Kehr~~ Jacob Müller's estate after suit brought; but there was no evidence as to whether the demand had been proved as a claim against said estate or whether said estate was solvent or insolvent. –

The defences set up were that said pretended final settlement was unfair, false & erroneous; that it was invalid & of no force or effect as against said securities; that said securities were not notified of said settlement & had no opportunity to defend against the same & that said Jacob Müller was the owner of the property, (except the real estate) and that it was inventoried by him as belonging to said estate by mistake & through ignorance –

After the plaintiffs prima facie case was closed the defendant introduced the said inventory in evidence, whereby it appeared that a large proportion of the property inventoried was personalty, notes &c – He also proved the fact, found by the Court as aforesaid, that said Kehr was the administrator de bonis non of said Catharine when he made said final settlement of the administration of ~~said~~ his predecessor –

The plaintiff then introduced in evidence, under the objection & exception of defendant, a marriage contract between said Catharine & said Jacob

by which it appeared, among other things, that if said Jacob survived said Catharine, all the peirsonal property belonging to her, at the time of the decease, should become the property of said Jacob; that he should enjoy the rents & profits of her lands for life & the remainder should go to her son & step son. It also made provision for the payment of a sum of money to her son & step son.

The defendant filed his motion for a review of the decision of the Court, for the reasons that the Court omitted to find that the property was chiefly personalty, notes &c – or that no notice of the settlement was given to the defendant; that the settlement was not binding on the securities; that the evidence did not show the balances found by the court & that the judgment should have been for the defendant –

This motion was overruled & the defendant, taking due exception, brought his case here by writ of error

Rives & Harding
for plff in error.

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State to use of
~~Bedlingmaier~~

vs.

Bedlingmaier

Statement by pltff
in error

Krum & Harding
p.q.

Filed 22 March 1858
Wm S Glanville
Ch

State to use of Kehr, d.e. } Supreme Court.
vs:
Bidlingmaier. p.e.

Points on behalf of plaintiff in error.

1st The Court below omitted to find that a large portion of the balance, charged against the estate of Jacob Müller, was the appraised value of property for which his estate was not properly chargeable, he being the owner thereof in his own right.

This defence can be made by securities.

1 McMullan p 100 —

2d The Court below should have given judgment for the defendant.

1st because the alleged settlement was unfair, irregular, false & void as to the securities - The policy of the law should not permit an administrator of one estate to make a settlement charging the estate with indebtedness to another estate of which he is also administrator, - thus occupying the position of plaintiff and defendant.

3d because, if such a course be permitted at all, enough is shown in this case, to impeach the settlement for fraud.

4th because, an administrator, de bonis non, cannot sue the securities of his predecessor for a balance due by the predecessor to the decedent's estate. The administrator, de bonis non, can only

administer the goods & assets remaining unadministered – Creditors, legatees and distributees are the only parties who can sue upon the bond. –

~~5th because~~ 6 Ala - 36 –

6. Smedes & Marshall Rep 323 –

See also 20 Mo R. 99 –

Administration act Sec 6. Art 7. Rev Stat & note.

5th because it does not appear that the estate of Jacob Müller was insolvent or that any attempt has been made to collect the balance claimed, from his estate – or judgment rendered in favor of Catharine Müllers Estate against him

3. Brevard 530. 6 Ala 36 . 2. Blackf. 52

4. The Court below erred in admitting the transcript from the Probate Court, offered by ~~defendant in~~ the plaintiff below, – because it was evidence made by Kehr, in his own favor. –

Kunn & Harding

& A. Hamilton for pltff in error

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State to use of
Kehr — d. e
vs.
Bidlingmaier
p. e

Brief
Krum & Harding
& A. Hamilton, for plff in corr

Filed 22 March 1858
Wm L Glanville
Ck

State to use &c
v
Billingsley et al

Error to St Louis Com Pleas

This was a suit against sureties to recover the balance found due upon the administrators settlement in the Probate Court.

At the trial the defendant attempted to go behind the settlements, and to show that the administrator had wrongly charged himself with monies belonging to himself as husband of the intestate.

The plaintiff offered ~~testimony~~ evidence to prove that the account was correct. The court excluded all the evidence on both sides and gave judgment for plaintiff on the settlements.

The settlements of an administrator before the Probate Courts, are judgments and conclusive in all collateral suits upon the bond.

State to use v Roland 23 Mo R. 95 Jones v Brinker 20 Mo R. 87 Whittelsey v Dorsett 23 Mo R 236 Caldwell v Lockridge 9 Mo R 358

Whittelsey
Atty p. q & p. r.

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State to use &c

v

Billingmaier sal

Pltffs Brief
Whittelsey
Atty p.q.

Filed 24 March 1858
Wm S Glanville
Ct.

State, to the use of A. Kehr
vs.
Bedlingmeier & al

Error to the St. Louis Court of Common Pleas.

There seems to be a ~~[illegible]~~ departure from correct principles in the ~~man~~ ~~conduct~~ management of this suit. This is to be attributed to the action of the Probate Court in permitting the same individual to represent interests hostile to each other :: The record offered in evidence shows that Adolp Kehr as adm^r. of Jacob Muller who was adm^r. of Katharine Muller, voluntarily appeared in court and made a settlement of his account as such adm^r. he the said Adolph Kehr being also the administrator of Katharine Muller: Adolph Kehr as adm^r. of Katharine Muller could not settle an account with the same Adolph Kehr as adm^r. of Jacob Muller: As the claims of the two estates were antagonistic they should have been represented by different persons As this dilemma, was produced by the taking upon himself the administration of two estates, ~~which~~ the interests of which were conflicting Kehr should have resigned one of those administrations, when this conflict of interest appeared. Fair dealing required such a course and it was necessary to preserve the ~~[illegible]~~ proceedings from ~~all~~ suspicion. If any error had been committed

in such a proceeding to the prejudice of Jacob Miller's estate, who was then, to protect it by an appeal? The ~~adm~~ adm'r was interested in the way of commissions in making the settlement. There is no other mode of treating such irregularities, than by regarding the proceeding in which they ~~appear~~ occur as nullities. This is in accordance with the principle of Caldwell vs. Lockridge 9 Mo. 358 which maintains that where a proceeding was had in the County Court under such circumstances, that a party affected by it had no opportunity of appealing, the proceedings would be regarded as a nullity.

The real plaintiff Kehr not yet satisfied ~~with the settlement~~ brings this suit by which he would reap the fruits of his conduct in the ~~circuit~~ Probate Court. Although this action is brought in the name of the State nominally, yet the real party in interest for whose use the suit is brought. That party is A. Kehr as adm'r of Katharine Muller. The suit is brought on a bond in which Jacob Muller is the principal, and the same A. Kehr is his adm'r. This true, it is only against the sureties to the bond :: But have not those sureties a right to all the defense that the adm'r of Jacob Mueller could make to the action. All the books papers & accounts to the

use of which the securities are entitled are in the hands of him who is prosecuting this suit. So in effect A Kehr as admr. is prosecuting of one estate is prosecuting a suit against A. Kehr as admr of another estate: How is the defendant estate to be protected. Is not for Kehr with the bias on his mind to determine whether it is indebted or not. That estate should be defended by one who has not an interest That it should so be defended. By holding on to the administration of J. Muller estate, he puts it out of the power of these defendants to make a defense. Had this suit been brought against the admr. of Muller as well as against the securities, the irregularity of the proceeding would have been apparent but Kehr availing himself of the statute which allows any one or more of the parties to a contract to be sued, omits suing himself only sues the securities he himself representing the principal in the bond. A party by his own act should not obtain this undue advantage: There is no reason nor necessity for making the law the instrument of such injustice: There is no want of persons to be willing to become administrators. The interests of estates should not be sacrificed that one man may administer many of them. The whole difficulty would have been obviated if Ld. Kehr. as soon as it was apparent that

the interests of the estates of Jacob & Katharine Muller were hostile to each other, had yielded up the administration of one of them. The securities of J. Muller have just cause of complaint against such proceedings; and when there is no necessity for it, the law should not tolerate them. It was not in the power of the sureties of J. Muller to have had his admr. Kehr removed, that they might have had the benefit of a defense, supported by such evidence as might have been in the hands of the admr. The power in the Court to compel a production of papers had nothing to do with the case. Nor her undue desire for administrations Kehr could not impose on the defendants any such burden, who had a right to ask the aid in their defense that a lawful & faithful admr. of Muller could give them.

The case does not involve the question whether in this State an action can be brought against an heir on the bond of his ancestor before the administration is settled & the debts are paid. It is averred in the petition that the administration on the estate of Finke was closed, from which we infer there was no other debt than this as there was no point made in relation to it in the Court below.

Rev & Rem? W. Scott

The other judges concur

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State To the use of Kehr

vs

Bedlingmeier et al

Opinion

Rev. & Kerr.
Scott.

Filed 24 June 1858.
Wm S Glanville Ck.