

Record Book

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**April 27, 1923-
August 14, 1923
(Pages 101-200)**

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, FEB. ADJ. APRIL 27th. 1923.

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING
ALLOWANCE TO APPRAISER AND OTHER COSTS

In the Matter of the Estate of David Kemp, Deceased, John Kemp and Chas. Scott, Admrs.

Now on this day comes E.G. Knight, hereto fore acting as appraiser, to fix the value of the property, estate, and interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows to the Court so to do filed his written report of appraisement in duplicate, together with all the testimony of witnesses examined, exhibits filed and other evidence taken by him sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said report of said appraiser, and does order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein, or income therefrom, referred to in said report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount or said tax, and party or parties liable therefor are, as follows:

Name and address of Beneficiary	Real estate	Personal property	Interest	Total value	Exemptions for each	Subject to tax	Rate	Amt. of tax
John Kemp, Gallatin, Mo. Bro.	\$109.09	\$3963.63	\$4072.72	\$500.00	\$3577.72	3	\$107.18	
Frank Kemp, Eurich, Mo. Bro.	\$109.09	\$3963.63	\$4072.72	\$500.00	\$3577.72	3	\$107.18	
Martin Kemp, Pasa Denia, Bro.	\$109.09	\$3963.63	\$4072.72	\$500.00	\$3577.72	3	\$107.18	
Chas. Scott, Jamesport, Cal. Nephew	\$54.54	\$1981.82	2036.36	250.00	1786.72	3	53.59	
Lawrence Scott, Salem Oregon, "	54.54	1981.82	2036.36	250.00	1786.72	3	53.59	
Flora Terry, Gallatin, Mo. Nei.	54.54	1981.81	2036.36	250.00	1786.72	3	53.59	
Noami Courtney, Jameson, Mo. "	54.54	1981.82	2036.36	250.00	1786.72	3	53.59	
Mattie Bowen, Great grand N.	10.91	396.27	407.27	50.00	357.28	3	10.71118	
Wm. H. " " " "	10.91	396.27	407.27	50.00	357.28	3	10.71118	
Ona Higgins, " " " "	10.91	396.27	407.27	50.00	357.28	3	10.71118	
James Lowery, " " " "	10.91	396.27	407.27	50.00	357.28	3	10.71118	
Pearl Lowery, " " " "	10.91	396.27	407.27	50.00	357.28	3	10.71118	

The Court having read and examined the sworn statement of said appraiser filed herein, and being fully advised in the preises, it is further ordered and adjudged that said appraiser E. G. Knight, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of \$11.25 dollars; that he was actually engaged (2 1/4) Two and one Fourth days in making said appraisement for which he is allowed the sum of Five dollars per day, making a total allowance of \$12.25, dollars, which, together with \$3.00 dollars, probate fees, is taxed as costs against the persons liable for said tax, and as a lien against the restective interest of said persons.

It is further ordered that said Administrators of said estate, before making their final settlement, pay to the Appraiser the said sum of \$11.25, and said probate fees of \$3.00; also pay to the Treasurer of the State of Missouri, when due, the aforesaid tax, so assessed; provided there is sufficient money in their hands belonging to said persons so taxed, or that may have been advanced by them to him, with which to pay their respective shares of said tax and of said costs; and if they have not such amount on hand, then he is ordered to pay the same out of the proceeds of the sale of any property that may hereafter be ordered sold by this Court to raise funds to make such payment. And a certified copy hereof is ordered mailed to John Kemp and Chas. Scott, Administrators of said estate.

E. G. Knight.

Judge and Ex-officio Clerk of Probate Court.

It is Ordered That Court Adjourn Until May 5th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

In the Probate Court Daviess County, Missouri, February Adj. Term, 1923, May 5th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, Daviess County, Missouri, when the following proceedings were had and made and entered of record therein, to-wit:-

In the Matter of the estate of Otis Johnston, deceased.

Comes now Daisy Johnston, and represents to the Court that she is the widow of Otis Johnston deceased, who died in Daviess County, Missouri on February 19th, 1923, leaving your petitioner, his widow, and two children, Charles, Eleven years old and Lena fourteen years old. That said Otis Johnston died possessed of personal property of the approximate value of \$2000.00 and Real Estate of the approximate value of \$2500.00; that he did not have on hands at the time of his death the meat, provisions and necessary for the support of the family for the year ensuing after his death as the law provides and that your petitioner is entitled to an allowance under the law for a reasonable sum for her years support, the circumstances in life and the habits and manner of living of said deceased, being taken into consideration.

And your petitioner says that One Thousand Dollars would be a reasonable sum and she prays the Court to allow her the sum of One thousand dollars for the years support of herself and family as the law provides.

Daisy Johnston,

State of Missouri,) ss.
County of Daviess,)

Daisy Johnston, the above petitioner, being sworn on oath states that the matters and things set forth in the foregoing application for an allowance for a years support are true as she verily believes.

Daisy Johnston,

Subscribed and sworn to before me this 23rd. day of February,

Maurice H. Wooden,
Notary Public.

Notary Seal.

My commission expires June 21st, 1926.

In the matter of the Estate of Otis Johnston, Dec'd.) Order For One Year's Maintenance.

Comes now Daisy Johnston, widow of Otis Johnston, Dec'd, and shows to the court that at the time of the death of said Dec'd, there was not on hand sufficient meat, grain, vegetables and other provisions for the subsistence of herself and two children of said dec'd, named respectively: Charles, eleven years old and Lena fourteen years old, and the court having read said petition and heard the evidence in relation thereto, and believing that said order should be made, does therefore order and direct said widow to take the sum of Six Hundred (\$600.00) Dollars, for the support of herself and Charles and Lena Johnston for one year. It is therefore ordered by the court that Henry S. Walp, administrator on said estate pay Daisy Johnston, widow of Dec'd, the sum of Six Hundred (\$600.00) Dollars for her support of herself and Charles and Lena Johnston for the year, and that Henry S. Walp, Administrator on said estate, report the same to this court in his 1st. semi-annual settlement, in said estate for which he will be allowed to take credit.

In the Matter Of the Estate of Manley Poe Razy, Dec'd,

I, Ella Razy, being the assigned and legal owner and holder of the following allowed demands against the estate of the said Manley Poe Razy, deceased, to-wit:-

Demand of Ella Razy, dated, Dec. 9, 1920, amount,	\$484.25
" " Mary D. Poe " Apr. 2, 1921. "	100.
" " Dr. T. N. Foster, Oct. 14, 1921, "	74.05
" " W. G. Bennum, Oct. 14, 1921. "	36.50
" " J. A. Burtch, Oct. 14, 1921. "	7.00
" " Dr. W. Elma Sanders, " 14, 1921. "	200.
" " Norris Welden, " 14, 1921. "	3.80
" " W. Guy Weldon, Dec. 2, 1921. "	48.67
" " Omer Landes, Dec. 3, 1921. "	10.50

Do hereby release said estate from any and all liability on account of said claims or any part thereof, and I hereby cancel all of said debts and demand, and waive all my right to all of said claims and demands against said estate.

Ella Razy.

In-re of the Estate of William A. Hooper, Dec'd.) Demand Allowed.

Now comes B. R. Treasure, M. D. and presents an account against said estate in the total sum of Twelve (\$12.00) Dollars, the same being founded upon a claim for medical attention given to Mrs. Mary I. Hooper, on Feb. 22, 23, 24, 25, 1923. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of Twelve (\$12.00) Dollars be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In the Probate Court Daviess County, Missouri, February Adj. Term, May 5th, 1923.

In the Matter of the Estate of Z. E. Clay, deceased.) Petition for sale of Personal Property.

Now at this day comes Lula N. Clay, administratrix of the above estate and represents and shows to the court that of the estate of said deceased there is property of said estate of the appraised value of \$4846.00 which consists of a stock of drugs in the town of Jamesport in Daviess County, Missouri and the fixtures in said drug store, and that, under the law, she as such administratrix has no authority to continue and carry on the business of said deceased which was that of a druggist and that said property is depreciating in value and that it would be for the best interest of said estate and of all persons interested in said estate to sell said property at private sale to the highest bidder for cash, to the end that the proceeds of said sale may be used in the payment of the debts of said deceased and the remainder, if any, after the payment of debts and allowances to the widow, distributed among those who are entitled to the same under the laws of this State.

Wherefore, your petitioner prays that this court make and enter of record an order directing her as such administratrix to sell at private sale to the highest bidder for cash, said stock of drugs and fixtures and report her proceedings under said order to this court.

Mrs. Lula N. Clay,
Administratrix.

State of Missouri,) ss.
County of Daviess,)

This affiant, Lula N. Clay, administratrix as aforesaid, first being duly sworn on her oath states that the facts set forth in the foregoing petition are true as she verily believes.

Mrs. Lula N. Clay,

Subscribed and sworn to before the undersigned Notary Public at his office in said Daviess County, Missouri, this 3rd. day of May, 1923.

C. A. Lewis,
Notary Public.

Notary Seal.
My term as a Notary Public expires 3-29-26.

In the matter of the estate of Zaring E. Clay, Dec'd.) Order for Private Sale.

Now comes Lula N. Clay, Administratrix of said estate, and files her written application for permission to sell books and stationary, sundries, patient medicines, cigar and tobacco, drugs and medicines, wall paper, fountain syrups, paints oils and furniture and fixtures which are described in inventory filed in the Probate Court of Daviess County, Mo., in said estate, the court sees that such admrx. has no authority to continue and carry on the business of said Dec'd which was that it would be for the best interest of said estate and of all persons interested in said estate to sell said property at private sale to the highest bidder for cash. It is further ordered by the court that the proceedings of said sale may be used in the payment of the debts of said Dec'd, and the remainder if any, after the payment of the debts and allowances to the widow distributed among those who are entitled to the same under the laws of the State of Missouri. It is further ordered by the court that said Administratrix report the amount of such sale of above described mentioned property at her 1st. semi-annual settlement.

In the Matter of the Estate of John W. Beesley, Deceased.) Order of sale of Real Estate

Now comes James A. Chambers, Administrator of the Estate of John W. Beesley deceased, and shows to the Court that the order of publication made upon the petition of said Administrator asking for an order of sale of certain real estate of the deceased for the payment of the debts of said deceased has been published according to the law in the Gallatin North Missourian, a newspaper published in Daviess County, Missouri, and due service of said order of publication had on Florence Weldon and Johnson Beesley, the heirs and devisees of said John W. Beesley deceased, residing in Daviess County, Missouri, and prays for an order of sale of said real estate pursuant to said petition and notice, whereupon the Court, having heard such application, proceeds to hear the testimony adduced, and being satisfied that the personal estate of the deceased in the hands of said Administrator is not sufficient to pay the debts due and owing by said estate, and that it would be for the best interest of said estate that the real estate that the real estate described in said petition and in said order of publication, to-wit: The Southwest quarter of the Southeast quarter; and, the South east quarter of the Southwest quarter; and the Northwest quarter of the Southeast quarter of Section Nine (9), Township Sixty-one (61) of Range Twenty-seven (27) in Daviess County, Missouri, be sold as therein prayed, it is ordered by the Court that said Administrator, first having had said real estate appraised according to law, do sell said real estate at private sale for cash in hand for purpose of paying the debts of said estate as aforesaid and that he, the said Administrator, report his proceedings therein to this Court within ten days after such sale is made.

In-re of the Estate of W. C. A. Wynne, Dec'd.) Bond Approved.

It is ordered that the bond of Joseph R. Wynne, Executor, of the Last Will and Testament and of the Estate of W. C. A. Wynne, Dec'd, and Letters Testamentary granted by the Judge and Ex-officio Clerk, In vacation of the Probate Court, to-wit, Mar. 21, 1923 be in all things this day confirmed and approved.

In-re of the Estate of William A. Hooper, Dec'd,) Bond Approved.

It is ordered that the bond of William H. Hooper Administrator, of the Estate of William A. Hooper, Dec'd and Letters of Administration granted by the Judge and Ex-officio Clerk, In Probate Court to-wit: Mar. 29th., 1923, be in all things this day confirmed and approved.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, FEBY. ADJ. TERM MAY 5th. 1923.

In-re of the Estate of Sarah E. Langford Dec'd.) Bond approved.

It is ordered that the bond of W. T. McClure, Administrator, of the Estate of Sarah E. Langford Deceased and letters of Administration, taken by the Judge and Ex-officio Clerk, In vacation of the Probate Court to-wit Mar. 30th, 1923, be in all things this day confirmed and approved.

In-re of the Estate of Martha J. Hollis, Dec'd.) Bond Approved.

It is ordered that the bond of Virgil H. Black, Executor of the last Will and Testament and the Estate of said Dec'd, and Letters Testamentary, taken by the Judge and Ex-officio Clerk, In vacation of the Probate Court, to-wit: Mar. 30th., 1923, be in all things this day confirmed and approved.

In-re of the Estate of Mary E. Meadows, Dec'd.) Bond Approved.

It is ordered that the bond of C. L. and J. E. Meadows, Administrators, of the Estate of said Dec'd, and Letters of Administration Granted by the Judge and Ex-officio Clerk, In vacation of the Probate Court, to-wit April 4th. 1923, be in all things this day confirmed and approved.

In-re of the Estate of Alice Harrison, Dec'd.) Bond Approved.

It is ordered that the bond of Homer Harrison, Administrator, of the Estate of the said Dec'd, and Letters of Administration, Granted by the Judge and Ex-officio Clerk, In vacation of the Probate Court, to-wit: April 5th., 1923, be in all things this day confirmed and approved.

In-re of the Estate of Lizzie Blakely, Deceased.) Bond approved.

It is ordered that the bond of J.H. Robertson, administrator, of the Estate of said Dec'd. and Letters of Administration, taken by the Judge and Ex-officio Clerk, In vacation of the Probate Court April 7 th., 1923, be in all things this day confirmed and approved.

In-re of the Estate of James L. Davisson, Dec'd.) Bond Approved.

It is ordered that the Bond of Mary A. Davisson, administratrix, of the Estate of said Dec'd. and Letters of Administration, taken by the Judge and Ex-officio Clerk, In vacation of the Probate Court, to-wit: April 12 th. , 1923, be in all things this day confirmed and approved.

In-re of the Estate of Zaring E. Clay, Deceased.) Bond Approved.

It is ordered by the Court that the bond of ^{Lula N. Clay Administratrix} ~~the~~ Estate of said Dec'd, and Letters of Administration, taken by the Judge and Ex-officio Clerk, In vacation of the Probate Court to-wit April 12th. 1923 be in all things this day confirmed and approved.

In-re of the Estate of Harvey N. Reynolds, Dec'd.) Bond approved.

It is ordered by the court that the bond of Elizabeth M. Tibbs, Administratrix, of the Estate of said Dec'd, and Letters of Administration, taken by the Judge and Ex-officio Clerk In vacation to-wit: April 13th., 1923, of the Probate Court be in all things this day confirmed and approved.

In-re of the Estate of Alonzo M. Hankins,) Bond approved.

It is ordered by the Court that the bond of John C. Leopard, Admr., of the Estate of said Dec'd, and Letters of Administration, taken by the Judge and Ex-officio Clerk, of this Probate Court, in Vacation to-wit: April 19th. 1923, be in all things this day confirmed and approved.

In-re of the Estate of Reuben Wetzel Dec'd.) Bond Approved.

It is ordered by the Court that the bond of Pauline Wetzel, Administratrix, of the Estate of said Dec'd, and Letters of Administration taken by the Judge and Ex-officio Clerk, of this Probate Court, to-wit: April 21st., 1923, be in all things this day confirmed and approved.

In-re of the Estate of Harriett L. Sutton, Dec'd,) Bond approved.

It is ordered by the Court that the bond of Otis Wise, Administrator, of the Estate of Harriett L. Sutton, Dec'd and Letters of Administration, taken by the Judge and Ex-officio Clerk, of the Probate Court, In vacation to-wit: April 23, 1923, be in all things this day confirmed and approved.

IN THE PROBATE COURT DAVIESS COUNTY, MISSOURI, FEBY. ADJ, TERM MAY 5th 1923.

In-re of the Estate of Lora A. Wright, Dec'd,) Letters Testamentary Granted with^{out} bond
approved.

It is ordered that Letters Testamentary without bond granted to J. W. Wright, Executor of the Last Will and Testament and of the Estate of Lora A. Wright, Dec'd, taken In vacation the Judge and Ex-officio Clerk, of the Probate Court to-wit: April 26th., 1923, be in all things this day confined and approved.

In the Matter of the estate of)
P. M. Johnson, deceased.)

Comes now Lucy M. Johnson and represents to the Court that she is the widow of P. M. Johnson, deceased, who died on the 21st. day of January, 1923, seized and possessed of personal estate of the approximate value of \$1000.00 and of Real Estate of the approximate value of Six Thousand Dollars and whose estate is now being administered in this Court by Charles L. Johnson, as Administrator.

And your petitioner further represents that the deceased did not have on hand at the time of his death all the grain, groceries, provisions etc., necessary for the sustenance of the family for twelve months as provided for in Section 105 of the Revised Statutes of the State of Missouri for the year 1919 and that, as such widow is entitled to an allowance of such an amount as to the Court would appear to be a reasonable appropriation out of the assets of the estate to supply such deficiency.

And your petitioner says that the family consists of four persons; that a reasonable allowance to make up and supply this deficiency would be the sum of One Thousand Dollars and she therefore prays the Court to make such an allowance to her on the account thereof as to the Court may appear proper the conditions of the estate and the habits of the parties of their condition in life considered.

Subscribed and sworn to before me this 14th. day of April, 1923.

Notary Seal.

My term expires March 4th, 1927.

Lucy M. Johnson,
L. F. Sellers,
Notary Public.

In the Matter of the Estate of)
P. M. Johnson, deceased.)

Comes now Lucy M. Johnson, and presents her petition praying for an allowance to supply the deficiency in the grain, etc., on hand for the support of the family for her years support as provided in Sections 104 and 105 R. S. 1919, which petition is taken up and considered by the Court and the evidence thereon heard and it appearing to the Court that the said Lucy M. Johnson is the widow of P. M. Johnson, deceased; that said deceased died leaving a personal estate in excess of \$1000. and real estate of the approximate value of Six Thousand dollars, and that said deceased did not have on hand at the time of his death all the grain, provisions etc. necessary for the sustenance of the family for twelve months as provided for in said Section and the Court further finding that the sum of Eight Hundred (\$800.00) Dollars is a reasonable sum required to supply such deficiency, it is therefore ordered by the Court that the amount and sum of Eight Hundred (\$800.00) Dollars be, and the same is hereby allowed to the said Lucy M. Johnson, as and for her years support to make up and supply such deficiency and the Administrator of the estate of said deceased is hereby ordered and directed to pay to the said widow the said sum and take here receipt therefor and file the same and take credit therefor in his settlements in the administration of this estate.

In the Matter of the Estate of P. M. Johnson, deceased.

Comes now Lucy M. Johnson, and represents that she is the widow of P. M. Johnson, deceased, that said P. M. Johnson, died on the 21st. day of January, 1923, seized and possessed of personal estate of the approximate value of \$1000. that he also had certain household kitchen and table furniture etc., as shown by the inventory, of small value, and reference is hereby made to said inventory for the valuation fixed on said household goods by the appraisers when said inventory was made and your petitioner further represents, that she is entitled to have paid to her by the Administrator of said deceased out of the personal property owned by said deceased at his death and turned over to said Administrator, the sum of Four Hundred Dollars, as her special dower as the law provides, and she is entitled to have an order of this Court to pay over to her and to take her receipt for the said sum of Four hundred dollars as her special dower. And your petitioner further says that she is entitled under the provisions of Section 105 of the Revised Statutes of the State of Missouri, for the year 1919, to keep as her absolute property the family Bible and other books, the wearing apparel of the family, all implements and articles of domestic industry, and all household kitchen and table furniture including beds, bedsteads and bedding belonging to the estate of said deceased at the time of his death, not to exceed the value of Five Hundred Dollars, and your petitioner says to the Court that the value of all of the articles of household and kitchen furniture and other things mentioned in said Statute, is less than Two hundred dollars and she prays an order of this Court awarding the same to her and that the Administrator be ordered by this Court to turn the same over to her and take her receipt therefor at the appraised value thereof and have credit therefor in his settlement, or that the Court order said Administrator not to charge himself with the amount for the appraisement thereof in the settlements made by him in the administration of said estate, for the reason that your petitioner is absolutely entitled to said property under the law and that it should not have been inventories or appraised as a part of the estate of said deceased.

Subscribed and sworn to before me this 14th. day of April, 1923.

My term expires March 4, 1927.

Notary Seal.

Lucy M. Johnson,
L. F. Sellers,
Notary Public.

In the Probate Court Daviess County Missouri, InFeb. Adj., May 5th, 1923.

In the matter of the Estate of
P. M. Johnson, deceased.

Comes now Lucy M. Johnson, widow of P. M. Johnson, deceased, and represents to the Court that said deceased died leaving a personal estate of the approximate value of Eight Hundred (\$800.00) Dollars now in the hands of the Administrator of said estate and that she is entitled to have and receive out of the same either in cash or in personal property at its appraised value the sum of Four Hundred dollars as her special dower and it appearing to the Court that said P. M. Johnson, did leave at his death personal property of the value of One Thousand dollars or more, and that the same is still in the hands of the Administrator of said estate and that she is entitled to have paid to her the said sum of Four hundred dollars as her special dower, it is ordered by the Court that Charles L. Johnson, Administrator of the estate of said deceased, either, turn over and deliver to her personal property at its appraised value to the amount of \$400.00 or, that he pay to her the sum of Four Hundred Dollars out of the personal estate on hands, as her special dower, as the law allows, and that he take credit therefor in his first settlement filed herein, by filing her receipt with said settlement for said amount as her special dower.

In the Matter of the Estate of
P. M. Johnson, deceased.

Comes now Lucy M. Johnson, widow of said deceased, and files her petition herein representing that she is the widow of Philip M. Johnson, deceased and as such is entitled under the provision of Section 105 of the Revised Statutes of the State of Missouri, for the year 1919, to keep as her absolute property the household and kitchen furniture belonging to said deceased at the time of his death, not to exceed the value of Five Hundred Dollars and represents to the Court that the value thereof is in fact less than two hundred dollars. And said petition is now taken up by the Court and the evidence thereon heard and the Court finds that said petitioner is the widow of said deceased; that she is entitled to keep as her absolute property the Family Bible, and other books, the wearing apparel of the family, all implements and articles of domestic industry and all household kitchen and table furniture, including beds, bedsteads, and bedding belonging to said deceased at the time of his death not to exceed the value of Five Hundred Dollars and the Court further finds the value thereof to be less than Two Hundred Dollars, and that said widow is entitled to have turned over to her as her absolute property all thereof.

It is therefore ordered by the Court that Charles L. Johnson, Administrator, of the estate of said deceased, turn over to the said Lucy M. Johnson, widow, all of the household effects aforesaid, and it is further ordered that said Administrator disregard the inventory and appraisal thereof and that he omit from his settlement any and all items of such household and kitchen furniture to which said widow is entitled under the law.

IN THE PROBATE COURT DAVIESS COUNTY, MISSOURI, IN FEBY. Special Term MAY 12th. 1923.

STATE OF MISSOURI) SS.
COUNTY OF DAVIESS)

IN THE MATTER OF THE ALLEGED INSANITY OF JOHN M. ELLIS

Now on this 4th day of May 1923 comes Elizabeth J. Ellis and gives information in writing to the Judge of the Probate Court of said County in vacation, that John M. Ellis a resident of said County, is a person of unsound mind and incapable of managing his affairs, and praying that an inquiry thereunto be had, and said Judge being satisfied that there is good cause for the exercise of the jurisdiction of said Probate Court in said matter, now calls a special term of said court to be held on the 12th day of May 1923 for the purpose of holding an inquiry whether the said John M. Ellis be of unsound mind or not, and orders that the said John M. Ellis be notified of such proceedings at least five days before said special term of said court.

Court met pursuant to the order of said Judge in vacation for the purpose of holding an inquiry whether John M. Ellis be of unsound mind or not, and notice to John M. Ellis being returned by Frank Gildow, Sheriff of Daviess County, Missouri, served by writing to the said John M. Ellis and also be delivering him a copy of the same on the 5th day of May 1923 in person.

The court finds from the return of said Sheriff that the John M. Ellis has been duly served with the notice of this proceeding as the law directs and the court thereupon appoints J. A. Selby and Attorney at law to represent the said John M. Ellis and now comes the jury duly summoned to-wit:

Bob Miller, Harvey Walton, John Reed, Perry Macy, A. A. Newman, Dan L. Critten, Oat Harlow, W. E. Hathaway, R. E. Swofford, Dick Tolbert, J. W. Cox and R. T. Keck twelve good and lawful men who are duly sworn, to well and truly make inquiry and determine whether the said John M. Ellis is a person of unsound mind or not and the jury having seen and examined and heard the witnesses and the evidence offered touching the mental condition of the said John M. Ellis retired to consider their verdict and after due deliberation returned into court the following verdict to-wit:

" We the jury find that John M. Ellis is a person of unsound mind and incapable of managing his own affairs and transacting his business" J. W. Reed, Harvey Walton, A. A. Newman, Perry Macy, Dan L. Critten, Oat Harlow, W. E. Hathaway, R. E. Swofford, Dick Tolbert, Will Cox, R. T. Kick, Bob Miller.

It is therefore adjudged by the Court that John M. Ellis is a person of unsound mind and incapable of managing his own affairs and the Court hereby appoints R. E. Maupin, Guardian of said John M. Ellis, and it is ordered that the said guardian before entering on the duties assigned him shall enter in bond to the State of Missouri in the sum of Thirty Five Thousand Dollars conditioned as required by law with such security as the Court shall approve.

In the Matter of the Alleged incompetency of John M. Ellis, Appointment of an Attorney

And now this inquiry coming on for hearing and the said John M. Ellis, having been duly notified and failing to appear thereupon the Court proceeded to and did appoint one J. A. Selby, a member of this bar learned in the law to represent the said John M. Ellis, said alleged incompetent person, and the said J. A. Selby, announcing ready for trial for said informant the above cause being submitted to a jury who one J. A. Selby, represented the said John M. Ellis from start to finish before said Jury.

It is therefore ordered by the Court that the sum of \$25.00, be allowed and adjudged to J. A. Selby, said attorney for services in the above stated cause.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, FEBY, ADJ, TERM MAY 12th, 1923.

IN THE PROBATE Court of daviess County Missouri.
To May Term 1923.

In the matter of the Alleged insanity of John M. Ellis.

Comes now Elizabeth J. Ellis and gives the said court now here to know and be informed that John M. Ellis, who is a resident of the said County of Daviess, and state of Missouri a person of unsound mind and incapable of managing his affairs; that he is the owner of a large amount of real and personal property to-wit: about 900 acres of and \$12,000. of personal property, all of which is liable to waste and deterioration and loss by exposure and want of care, and that he is likely to squander and waste his said property, and have the same taken from him, unless the care and management of said property be placed under the care of a suitable person as Guardian of the said John M. Ellis, and you informant prays that an inquiry therein be had by a jury, whether the said John M. Ellis be of unsound mind or not and that witnesses be subpoenaed in that behalf.

S

Elizabeth J. Ellis

State of Missouri
ss.
County of Daviess

Elizabeth J. Ellis. of lawful age, being duly sworn, upon her oath deposes and says that she has read the above foregoing information and petition; knows and fully understands the contents thereof and avers that the matters and things therein set forth are true in substance and in fact, as she verily believes.

Elizabeth J. Ellis

Subscribed in my presence and sworn to before me this 4th day of May 1923

My Term Expires Aug. 16th., 1926

J. B. McDonald
Notary Public of said County.

(Seal)

Notice.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI.
TO MAY TERM, 1923.

IN THE MATTER OF THE ALLEGED INCOMPETENCY OF JOHN M. ELLIS.

TO JOHN M. ELLIS:

You are hereby notified that on the 5th day of May 1923 there was filed in the Probate Court of Daviess County, Missouri, an information signed by Elizabeth J. Ellis, alleging among other things therein stated that you are a person of unsound mind and incapable of managing your affairs, and that you are the owner of Nine Hundred acres of land and about twelve thousand dollars in personal property, that said property is liable to waste and deterioration and loss by exposure and want of care, unless the care and management thereof be placed under the care of a suitable person as guardian said information asking that the facts alleged in said information be inquired into, and you are therefore notified that on Saturday the 12th day of May 1923 at the hour of ten O'Clock A. M. at the office of the probate County, Missouri, the matters and things alleged in said information will be inquired into by a jury at which time and you are entitled to be present and to be heard if you so desire and that at said time and place you are also entitled to be assisted by counsel at said hearing.

Given under my hand and seal of the Probate Court at my office in Gallatin, Mo. this 5th. day of May 1923.

E. G. Knight
Judge and Ex-officio Clerk of Probate.

(SEAL)

I hereby certify that I Executed the within and foregoing notice and summons on the 5th day of May 1923 at the county of Daviess and state of Missouri by delivering a copy thereof into the hands of the within named John M. Ellis in person.

J. Frank Gildow
Sh eriff of Daviess County, Missouri.

It is ordered That Court Adjourn Until Court In Course.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court Daviess County, Missouri, May Term, 1923, May 14th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made and entered of record therein, to-wit:-

Judgment Establishing Will.

State of Missouri,) ss. In The Probate Court:-
County of Daviess,)

Be it remembered that heretofore, to-wit, on the 14th. day of May, A. D. 1923, at a regular term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 14th. day of May, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:-

In the matter of the Estate of) Judgment Establishing Will:
Martha C. Pate, deceased.)

It being shown to the Court now here, that in vacation of this court, to-wit, on the 31st. day of March, 1923, an instrument of writing purporting to be the last will and testament of Martha C. Pate, deceased, and attested by James A. Chambers and W. T. Siple as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Martha C. Pate deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of James A. Chambers and W. T. Siple said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 31st. day of March, 1923.

And the Court having inspected said will, and seen and heard the testimony of James A. Chambers and W. T. Siple, the attesting witnesses, so taken in vacation, as to the execution of said will, and being sufficiently advised:--It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Martha C. Pate, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

In-re of the Estate of David J. Brown, Dec'd (1st. semi-annual settlement

Comes now Susan Brown Admrx. with will annexed of the Estate of David J. Brown, Dec'd, and presents her accounts and vouchers duly verified by affidavit for her 1st semi-annual settlement which is by the court examined approved and ordered to be recorded.

ORDER OF COURT

In the Matter of the Estate of Otis Johnston, Deceased Henry S. Walp, Administrator.

Charles C. Wright.

Plaintiff, VS.

The Estate of Otis Johnston, deceased, Henry S. Walp, Administrator,
of the Estate of Otis Johnston, deceased and Daisy Johnston, widow,
and Charles Newton Johnston, son, and Lena Belle Johnston, daughter of Otis Johnston, deceased.

Defendants.

ORDER FOR THE SPECIFIC PERFORMANCE OF CONTRACT FOR SALE OF LAND.

Comes now Charles C. Wright and presents his petition heretofore filed in this Court on April 3rd, 1923, together with the notice of intention to present the same, together with Sheriff's return of service of a copy of said petition and notice on Henry S. Walp, Administrator of the estate of Otis Johnston, deceased, and on Daisy Johnston, widow, and Charles Newton Johnston and Lena Belle Johnston, the children of said deceased, on the 6th day of April, 1923, in Daviess County, Missouri, showing to the Court by his said petition verified by affidavit that said Otis Johnston, now deceased, entered into a contract in writing on the 6th day of February, 1923. in connection with Wm. S. Hudson, R. O. Strong, A. A. Heldenbrand and Charles C. Wright, which contract was dated on the 16th day of February, 1923, for the conveyance to the said Charles C. Wright of the following described Real Estate, in the County of Daviess, and State of Missouri, to-wit: The West half of the North East quarter of Section Two (20), Township Fifty-eight (58) of Range Thirty (30) and the Southwest quarter of the Southeast quarter section (35) in Township Fifty-NINE (59) of Range Thirty (30) of DeKalb County, Missouri and did not execute said contract for the conveyance of said land in his life time, nor give any power by will or otherwise to any person to execute the same, and taht he, the said Charles C. Wright, has complied with the terms of said contract on his part, during the life time of the said Otis Johnston, by paying the full amount of the purchase price of said land to the said Otis Johnston and as directed by said Otis Johnston and as required by said contract during the life time of said Otis Johnston and that allof the purchase price of said land and all the obligations to be performed under said contract by said Charles C. Wright were done and performed during the life time of the said Otis Johnston, and praying the Court to make and order on the Administrator of the estate of said Otis Johnston, deceased, requiring said Administrator to specifically execute such contract by executing to him the said Charles C. Wright, a deed for said land;

And on the presentation of said petition the evidence concerning the same was presented to the Court and by the Court duly seen, heard and considered, and it appearing to the Court from the evidence that said petition was filed in this Court on the 3rd day of April, 1923; that notice that said petition would be presented to this Court for hearing on Monday, the 14th day of May, 1923, at 10 O'clock A. M. of that day, or as soon thereafter during the session of said Probate Court as the matter could be heard and a true copy of said petition have been duly served on Henry S. Walp, Administrator of Otis Johnston, deceased, and Daisy Johnston, deceased, and Daisy Johnston, widow, and Charles Newton Johnston, and Lena Belle Johnston, daughter and children of said Otis Johnston Deceased, and it further appearing to the Court that the said Daisy Johnston widow, and Charles Newton Johnston and Lena Belle Johnston, children are the sole and only heirs of said Otis Johnston, deceased, and that they together with said Administrator reside in Daviess County, Missouri, and that they were served with reside in Daviess County, Missouri, and that they served with a true copy of

said petition and notice of intention to present the same at Daviess County, Missouri, on April 6th. 1923, more than twenty days before the first day of the May Term, 1923, of this Court, and more than twenty days prior to said 14th day of May 1923 when the time was fixed for the hearing of said petition and it appearing to the Court from the evidence presented and the Court finds from the evidence presented that said contract for the conveyance of the interest of the said Otis Johnston in said real estate was entered into on the 16th day of February 1922, by the said Otis Johnston; that by the terms of said contract the sum of two hundred dollars was to be paid at the signing of the contract; that \$7000. was to be paid by the said Charles C. Wright assuming and agreeing to pay a first mortgage of \$7000. on said land and the accreted interest thereon to the amount of \$275.00 and that the balance of \$3625.00 was to be paid in cash and it further appearing to the court that all of said payments of cash required to be made were paid during the life time of said Otis Johnston and applied in accordance with the terms of said contract and that said mortgage of \$7000. has been assumed by said Wright as said contract provides; that all of the terms of said contract have been met and fully complied with by the said Charles C. Wright, as set forth in said petition the Court therefore finds that specific execution of said written contract for the sale and conveyance the interest of the said Otis Johnston in the land sforesaid, ought to be Made.

It is therefore ordered by the Court that Henry S. Walp, Administrator of the estate of Otis Johnston, deceased, execute said written contract specifically, by executing and delivering to the said Charles C. Wright, a deed, as such Administrator, on behalf of the estate of the Otis Johnston conveying to the said Charles C. Wright all the right, title, interest and estate of the said Otis Johnston in and to the land in this order heretofore described and all of said land, saving and reserving to infants, married women, persons of unsound mind, and persons absent from the United States, the term of five years after their disabilities are removed to appear and file their petition in the Circuit Court to set aside this order for fraud or otherwise.

In-re of the Estate of Elisa Joseph Browning, Dec'd.) 1st. Semi-annual Settlement.

Comes now Elva Browning, Administratrix of the Estate of Elisa Joseph Browning, deceased and presents her accounts and vouchers duly verified by affidavit for her 1st Semi-annual Settlement which is by the court examined approved and ordered to be recorded.

Application for Order to sell at Private Sale.

Estate of Lena Garvin, Dec'd.)
Edgar Black, Administrator.

I, Edgar Black, Administrator of the estate of Lena Garvin, Dec'd, shows to the court that the interest of said estate requires that (2) two cows, 3 hogs, and fifty chickens, belonging to said estate, should be sold at private sale. He therefore asks an order permitting him to sell the same at private sale.

Edgar Black
Admr. of the Estate of Lena Garvin, Dec'd.

Subscribed and sworn to before me, this 10th. day of May, 1923.

Seal

E.G. Knight
Judge and Ex-officio clerk of Probate Court.

ORDER FOR PRIVATE SALE.

In the matter of the estate of Lena Garvin deceased(

Now comes Edgar Black, administrator of said estate, and files his written application for permission to sell 2 cows, 3 hogs, and fifty chickens belonging to said estate at private sale, and the court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interested therein, to sell the same at such sale, it is ordered that said administrator sell said property at private sale for not less than its appraised value for cash in hand and that he report the same to this court.

In-re of the estate of Phillip Allen Abbett, Minor)

Comes now Eugene B. Russell, Guardian and Curator of the person and estate of Phillip Allen Abbett, Minor and presents his accounts and vouchers duly verified by affidavit for his third annual settlement which by the court examined approved and ordered to be recorded.

In-re of the estate of Grace L. Doak, Minor.)

Comes now Creola A. Doak, Curator of the estate of Grace L. Doak, a minor and presents his accounts and vouchers duly verified by affidavit for her first settlement which by the court examined approved and ordered to be recorded.

In-re of the estate of Martha Rose Cline, a minor)

Comes now Georgia (Cline) Platt, Guardian and Curator of the Person and estate of Martha Rose Cline, a minor and presents his accounts and vouchers duly verified by affidavit for

IN THE PROBATE COURT OF DAVIESS COUNTY, MAY 14th 1923.

her eight annual Settlement which by the court examined approver and ordered to be recorded.

Inre of the estate of Rowera Edith Duffey, Ralph Everett Duffey minors)

Comes now Clara Duffey, Curator of estate of Rowera Edith Duffey and Ralph Everett Duffey, minors and presents her accounts and vouchers duly verified by affidavit for the fourth annual settlement which by the court examined approved and ordered to be recorded.

In-re of the Estate of James L. Black, Dec'd.) Final Settlement and Order of Distrubtion and discharge.

Now comes Edgar Black, Admr. of the Estate of James L. Black, Dec'd, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administrator of said estate, together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement. Upon examination whereof the court finds that after having paid all the debts due and owing by said Dec'd there is remaining in the hands of said Administrator for distribution the sum of \$73.92.

Whereupon the court orders that said settlement be approved and recorded and that said admr. distribute the balance to Mrs. J.L. Black widow of said deceased and per order of this court already made at the Feby. Term, 1922 on Feby. 13th 1922, ordering and allowing the sum of \$400.00 as a special dower and the sum of \$600.00 for a years, maintance, there having been paid widow reasons of said orders to this date the sum of \$400.00. And said Admr., asks to be discharged herein upon filing in this court the proper receipt for the above amount of \$73.92 And now comes the said Edgar Black, Admr. and files receipt for the above amount ordered to be distributed by court which is \$73.92 to Mrs J. L. Black, widow of said deceased now by this order said administrator with his bondsmen is fully and are finally discharge as such.

In-re of the estate of Emma T. Railsback, Dec'd)

Comes W. Glen Smith Secand Treas. of Gallatin Granite Works, and presents an account against the estate of Emma T. Railsback, deceased for the sum and total of \$150.00 the said demand being founded upon a claim for a monument place at the head of said deceased to mark her last resting place. And service of notice being waived in writing and affidavit and proof being made it is ordered by the court that the said sum of \$150.00 be allowed and adjudged against said estate with interest ant the rate of 6% from date allowance is by this order placed in class No. 2.

In-re of the Estate of E

In-re of the Estate of Zaring E. Clay, Deceased

Now comes Ethel Lacy and presents an account against said estate in the sum of \$1000. the same being founded upon a note, the following of which is a copy Jamesport, Mo. Jan 30 1923 Twelve months after date, we promise to pay to the order of Ethel Lacy \$1000. dollars For value received, payable at the commercial Bank, with 8 percent interest per annum from date together with an attorney's fee of ten percent of the whole amount due if collected by attorney or process of law. The makers hereof and the endorsers hereon waive demand, notice and protest, and consent that the time of payment may be extended without notice thereof.

Z. E. Clay

And service of notice being waived in writing and affidavit adjudged against said estate with interest at the rate of 8% thereon it is by this order placed in class No. 5.

In-re of the Estate of Zaring E. Clay, Deceased.

Now comes Commercial Bank and presents an account against said estate in the sum of \$1500. the same being founded upon a note, the following of which is a copy Jamesport, Mo. Mar. 14, 1923, 180 days after date we promise to pay to the order of Commercial Bank, Jamesport, Missouri, \$1500. for value received, payable at the Commercial Bank, Jamesport., Missouri, with eight per cent interest from maturity, and if not paid annually, interest to become part of the principal and bear the same rate of interest, together with an attorney's fee of ten per cent of the whole amount due if collected by attorney or process of law. The makers and endorsers of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and consent that time of payment may be extended without notice thereof.

Due

Zaring E. Clay

And service of notice being waived in writing and affidavit adjudged against said estate with interest at the rate of 8% thereon it is by this order placed in class No. 5.

In-re of the Estate of Elizah R. Dungan Dec'd) Final Settlement and Discharge.

Comes now administratrix of the estate of Elizah R. Dungan deceased and exhibits her accounts and vouchers duly verified by affidavit for the final settlement of her admr. in said estate, to gether with the proof of due publication of notice given by her as required by law of her intention to make such settlement upon examination whereof the court finds after having paid all the debts due and owing by said estate there is remaining a balance due the said admrx. in the sum of \$357.88 and now comes the said Lenora M. Dungan admrx, and in open court waves any and all claim, for said balance and hereby receipts said es estate in full.

Whereupon the court orders that said settlement be approved and recorded and that said admrx be by this order fully and finally discharged as such.

IN THE PROBATE COURT OF DAVIESS COUNTY, MAY TERM, MAY 14th, 1923.

DECLARATION OF ELECTION

KNOW ALL MEN BY THESE PRESENTS, THAT, Pauline Wetzel, widow of Reuben Meyer Wetzel, Dec'd, late of the County of Daviess, State of Missouri, Dec'd, having by my said husband, one child living do in lieu of dower of the one third part of all lands whereof my said husband died seized of an estate of inheritance, or in which he had an interest in such lands equal to the share of a child of my said deceased husband.

Witness my hand and seal this 14th day of May, 1923.

-----Pauline Wetzel-----
Widow of Reuben Meyer Wetzel, Dec'd.

STATE OF MISSOURI,)
County of Daviess.)

On this 14th day of May, 1923, before me personally appeared Pauline Wetzel to be known to be the same person described in and who executed the foregoing instrument and acknowledged that she executed the same as her act and deed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Jamesport, Mo. the day and year first above written.

(Notary Seal)

Term Expires Jan. 27, 1923.

-----Geo. B. Koch-----

Notary Public

In-re of the Estate of Sarah E. Langford, Dec'd,) Order to Purchase Monument,

Comes now W. T. McClure, Administrator of the estate of Sarah E. Langford, Dec'd, and petition the court to make an order allowing him as such Administrator to expend the sum of \$235.00 out of the funds in his hands with which to purchase a monument, to be placed at the grave of said dec'd, and the court having heard the evidence in relation thereto, does therefore order and direct the said Administrator to erect a monument at the grave of the deceased, and to expend a sum not greater than \$235.00, and take and file a receipt for the same, when a credit will be allowed in his next settlement of said estate.

It is Ordered That Court Adjourn Till To-Morrow Morning at 8'30 O'Clock.

-----E. G. Knight-----
Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court Daviess County Missouri, May Term, 1923, May 15th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made and entered of record herein to-wit

In-re of the estate of Mary J. Fields) Dec'd) Third Semi-annual Settlement

Comes now R. E. Maupin, administrator, of the estate of Mary J. Fields, deceased and presents her accounts and vouchers duly verified by affidavit for her Third Semi-annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of Lillie Easter, Dec'd) 1st Semi-annual Settlement.

Comes now Clara B. Young, Administratrix, of the estate of Lillie Easter, deceased and presents her accounts and vouchers duly verified by affidavit for her 1st semi-annual Settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of Alice L. Diestelhorst, Incompetent,) 5th annual Settlement.

Comes now A. J. Place, Guardian and curator of the person and estate of Alice L. Diestelhorst, incompetent, and presents his accounts and vouchers duly verified by affidavit for his 5th annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of Elizah M. Foley Dec'd.) 1st Semi-annual Settlement.

Comes now Laura V. Foley Executrix, of the last will and testament of said deceased, and of the estate of Elizah M. Foley, now deceased, and presents her accounts and vouchers duly verified by affidavit for her 1st. Semi-annual Settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of George Berg, a minor) Final Settlement and Order of discharge when receipt is filed.

Comes now Homer Feurt, Guardian and Curator of the person and estate of George Berg, a minor and states to the court that his said ward has attained a legal age, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administration in said estate, together with the proof that he, has for the purpose of said settlement made a true exhibit of the accounts, between himself and his said ward filed the same in this court more than four weeks prior to the first day of this term, and the court having examined said settlement and being now fully advised thereof, doth approve the same and doth find a balance in the hand of the Guardian and Curator belonging to said ward in the sum of \$53.00. thereupon the court orders that said settlement be recorded and that said Guardian and Curator do pay to said ward the said sum of \$53.00 and take a receipt therefor, and now the said George Berg acknowledged receipt return of the Sheriff, served by Sheriff Gildow, to the sum to come into hands of said minor on 3rd. day of March as aforesaid and upon delivering a receipt therefor from said ward George Berg said Guardians and Curator with his bondsmen are fully and finally discharged as to said estate.

In-re of the estate of Sabastine Grove, Dec'd) Final Settlement and Order of discharge When receipts are filed

Comes now Otis Wise, Administrator, of the estate of Sabastine Grove, Deceased, and exhibits their accounts and vouchers duly verified by affidavit for the final settlement of their administration of said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement. Upon examination whereof the court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$659.79 to the follows, to-wit: Paul Grove, son, \$279.90
Dora Grove, stepson \$379.89
take receipts for each share so ordered distribution as aforesaid and upon the filing of the same in this court said administrator will be discharged.

In-re of the estate of Geo. W. Fletcher, dec'd) Final Settlement and Order of discharge when receipts are filed.

Comes now J. A. B. Fletcher, of the estate of Geo. W. Fletcher, deceased, and exhibits their accounts and vouchers duly verified by affidavit for the final settlement of their Administration of said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement. Upon examination whereof the court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$1358.00. Whereupon the court orders that said settlement be recorded and that said administrator distribute the said sum of \$1358.00 to the following heirs equally as follows, to-wit:

to Mary E. Loper, 1/5	-----	\$271.60
to Aaron W. Fletcher, 1/5	-----	271.60
to Nora S. Van Dyke, 1/5	-----	271.60
to Rosa Houston, 1/5	-----	271.60
to J. R. Flecher, 1/5	-----	271.60

take receipt for each share so ordered distributed as aforesaid and upon the filing of the same in this court said administrator will be discharged.

It is Ordered That Court Adjourn Till To-Morrow Morning at 8:30 O'Clock.

E. G. Knight Judge and Ex-officio clerk of Probate

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made and entered of record therein, to-wit:-

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 16th., 1923.

In-re of the estate of Pauline Virginia Irvin, a minor) Third Annual Settlement.

Comes now Clara Everly Irvin, Guardian and Curator of the person and estate of Pauline Virginia Irvin, a minor and presents her accounts and vouchers duly verified by affidavit for her third annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of Naomi L. Knight, deceased) Final Settlement and discharge when all final receipts are filed.

Comes now Idella V. Knight and Mary S. McCullough, Executrixs, of the estate of Naomi L. Knight, deceased and presents their accounts and vouchers duly verified by affidavit for their final settlement. Upon examination whereof the court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said Executrix, for distribution the sum of \$604.88 and Executrix being mentioned in the last Will and Testament of said deceased and by said last will and testament of said deceased said Executrix or Legatees Mary S. McCullough and Idella V. Knight, are to receive all real estate, personal or mixed property of said deceased \$250.00 is set apart by said Executrix, out of the finds of said Deceased for the purpose of improving and maintaining the Centenary Cemetery and also after \$250.00 is set apart by said Executrixs for repairing and improving Centenary Church and \$700.00 expended for a monument to be placed at the grave of said deceased and all other debts of said deceased paid a balance from said estate of said deceased remaining in the hands of said Executrix. of said Executrix consisting of \$604.88 in cash for distribution in equal amounts to the two legatees, Mary S. McCullough and Idella V. Knight, as per last Will and Testament of said deceased:- Whereupon the court orders that said settlement be recorded and that said Executrixs distributed the said sum of \$604.88 to themselves as follows, to-wit:-

Idella V. Knight, $\frac{1}{2}$ ----- \$302.44

Mary S. McCullough, $\frac{1}{2}$ ----- 302.44

take receipts for each share so ordered distribution as aforesaid and upon the filing of the same in this court said Executrixs will be discharged.

In-re of the estate of Prentice Jolly, Incompetent,) resignation, settlement and discharge.

In-re of the estate of Comes now J. E. Sims Guardian and curator of the person and estate of Prentice Jolly a person of unsound mind and an Incompetent person and presents to the court his resignation as such Guardian and it appearing to the court that due notice of the court at this time to resign his office as such Guardian has been given by publication of such notice for 4 weeks in the Pattonsburg Call, a newspaper published in Pattonsburg, County of Daviess, State of Missouri, the court being sufficiently advised in the premises believes that said Guardian has shown good cause and should be permitted to resign it is therefor ordered and adjudged that the resignation of the said J. E. Sims be accepted and now comes the said J. E. Sims Guardian of said estate and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his Guardianship in said estate which is by the court examined approved and ordered to be recorded and it further appearing that the debts and the credits are equal in balance that there is not at this time any assets in hands of said Guardian. It is further ordered by the court that J. E. Sims, Guardian of Prentice Jolly and Incompetent person be and with his bondsmen are fully and finally discharged from further liabilities and duties of said office.

In-re of the estate of John M. Ellis, an Incompetent, person) Supplement Settlement.

Comes now R. E. Maupin, Guardian for John M. Ellis and Incompetent person, and makes his his Supplemental settlement beginning with February 13th. 1923, as made in Second Annual Settlement to Probate Court in Daviess County, Missouri, and presents his accounts and vouchers duly verified by affidavit. Whereupon the Court orders that said settlement approved and ordered to be recorded.

In-re of the estate of Reuben Wetzel, Dec'd) Appraised Real Estate.
The Amount of said Real Estate as appraised \$30,000.00.

This is to Reuben Wetzel, Deceased, on the following land described to-wit:

160 acres W $\frac{1}{2}$, SW $\frac{1}{4}$, and W $\frac{1}{2}$, NE $\frac{1}{4}$, Sec. 32, Rng. 26. Twp. 60.

70 acres SE $\frac{1}{4}$, NE $\frac{1}{4}$, and E $\frac{1}{2}$, NE $\frac{1}{4}$, Sec. 31, Rng. 26. Twp. 60.

This is the correct copy as filed in the Probate court of Daviess County, Filed by the appraiser appointed to report the amount for inheritance Tax: Proved by Judge and Ex-officio Clerk, of the Probate Court, do Witness my hand and Seal.

(Seal)

Dated, Filed in the Probate Court the 8th.
day of July A. D. 1923 by the appraiser.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

In-re of the estate of Virginia Knight, A, Minor) Third annual Settlement.

Comes now Margaret H. Knight, Guardian and Curator of the person and estate of Virginia Knight, a minor, and presents her accounts and vouchers duly verified by affidavit for her third annual settlement which is by the court examined approved and ordered to be recorded.

It is ordered that Court adjourn til To-Morrow morning at 8'30 O'Clock.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI; MAY TERM, 17th., 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff, of Daviess County Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the followings proceedings were had and made entered of record therein, to-wit:-

In-re of the estate of Macie Musselman, a minor) 10th Annual Settlement.

Comes now Cyrus Musselman, Guardian and Curator of the person and Estate of Macie Musselman; a minor, and presents his his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

In-re of the estate of Emily Minnick, insane person) 14th Annual Settlement.

Comes now L. P. Cox, Guardian of Emily Minnick an insane person, and presents his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

In-re of the estate of Frank McCann, Dec'd) Final Settlement.

Now comes Frank M. Davis, Administrator, of the estate of Frank McCann, deceased, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administration of said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement.

Upon examination whereof the court doth approve the same and having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$40.74. Whereupon the courts orders that said settlement be recorded and that said administrator distribute the said sum of \$40.74 to the following named heir as follows to-wit: Mrs. R. H. Nicholson, \$40.74 take receipt for such share so ordered distribution as aforesaid and upon the filing of the same in this court said administrator with his bondsmen will be fully and finally discharged.

In-re of the estate of Darrell Marlow , a minor) 7th Annual Settlement.

Comes now L. C. Marlow, Guardian and Curator of the person and estate of Darrell Marlow, a minor, and presents his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

In-re of the estate of B. F. Lutz, Dec'd) 1st. Annual Settlement.

Comes now M. W. Maddux and U.S. Calvin, Executors of the last Will and testament of B. F. Lutz, deceased and presents his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

In-re of the estate of Byron E. Lockridge, Etal minors) 8th Annual Settlement.

comes now James H. Lockridge, Guardian and Curator of the person and estate of Byron E. Lockridge, et al minors, and presents his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

In-re of the estate of Lloyd D. Mooney, a minor) 4th Annual Settlement.

Comes now Wilson T. Smith Guardian and Curator of the person and estate of Lloyd D. Mooney, a minor, and presents his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

In-re of the estate of Mary Jane Mitchell, Dec'd) 1st. Semi-annual Settlement.

Comes now R. V. Thompson Administrator of the estate of Mary Jane Mitchell, Deceased and presents his accounts and vouchers duly verified by affidavit which is by the court examined approved and ordered to be recorded.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM MAY 17th., 1923.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI.

We, Julia Blanche Lasher and Russell W. Lasher, of Daviess County, Missouri, being residents of said County, and being under the age of twenty one years, but over the age of fourteen years, and being the owners of property in said county, and having no legally appointed or acting Guardian or Curator of our estates do hereby select Ida L. Lasher of Daviess County, Missouri, for such Guardian and Curator and ask and request that the Probate Court of said County of Daviess, State of Missouri, approve such selection and appoint said Ida L. Lasher, as Guardian and Curator of our persons and estates.

Russell W. Lasher

Julia B. Lasher

IN-re of the Estate of Russel W. Lasher and Julia Blanche Lasher, minors.) Appointment of Guardian and Curator and Bond Approved

On this day appeared before the court Russell W. Lasher and Julia Blanche Lasher, minors and it appearing to the court that they are minors under the age of 21 years but above 14 years of age and are residents of the county of Daviess and have no legally appointed Guardian and Curator and being directed to choose a legal Guardian and Curator of their person and estate they selected their mother Ida L. Lasher, who being approved by said court is appointed the legal Guardian and Curator of the person and estate of Russel W. Lasher and Julia Blanche Lasher, minors who is approved by the court and before entering upon the duties of her office she is required to enter into bond to the State of Missouri, for the use of said minors with two or more securities, who are to be approved by the court in the sum of condition for the faithful discharge of her duties according to law. And now comes the said Ida L. Lasher accepts such appointment and files her bond in the sum of \$8,000.00 with W.T. McClure and W. L. Arnold as surities, which is by the court approved and the said Ida L. Lasher qualified accordingly to law and enters upon the duties of her trust as such Guardian and Curator.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI.

IN THE MATTER OF THE ESTATES OF JULIA BLANCHE)
LASHER AND RUSSELL W. LASHER.

Now on this 14th day of May 1923, comes Julia Blanche Lasher, ^{aged 14} and Russell W. Lasher 19 together with their mother, Ida L. Lasher, and represents to the Court, that the said Julia Blanche Lasher and Russell W. Lasher are minors, and have no legally appointed Guardian of their persons or Curator of their estate; and that both of said minors are residents of the County of Daviess, and State of Missouri, and that they both are the owners of property and real estate in said County and State, and pray the Court that the Court appoint such Guardian and Curator for said minors and their estates. And the said Julia Blanche Lasher and Russell W. Lasher, appearing before the Court in person, and then and there select their Mother Ida L. Lasher, as Guardian of their persons and Curator of their estates, and ask and request that the Court so appoint her as such.

And it appearing to the Court, that said Ida L. Lasher, is a single and unmarried woman over the age of twenty-one years, and is a resident of the County of Daviess, and State of Missouri, and is a suitable and competent person to act as such Guardian and Curator, and such selection and choice of the said Ida L. Lasher by said minors, as such Guardian and Curator is by the Court approved, and she is hereby by the Court appointed Guardian and Curator of the persons and estate of said minors.

And it is further ordered by the Court, that before she enters upon the discharge of her duties, as such Guardian and Curator, that she enter into a bond, as provided by law, in the sum of Eight thousand Dollars; with two or more sureties thereon, residents of Daviess County Missouri, for the Judge in vacation, or the Court, to the State of Missouri for the use of said minors respectively, conditioned for the faithful discharge of their duties according to law.

And now comes the said Ida L. Lasher, and files her bond in the sum of Eight thousand Dollars, with W. T. McClure and W.L. Arnold as securities thereon, which bond is by the Court examined and by the Court found to be in due form, and conditioned as required by law, and that said sureties thereon are sufficient and own property to the amount required by law, as such sureties, said bond being so found sufficient and in all respects in conformity with law, the same is by the Court approved, and said Ida L. Lasher is by the Court empowered and authorized to enter upon the discharge of her duties as Guardian and Curator of the persons and estates of said Julia Blanche Lasher and Russell W. Lasher, minors.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

IN THE PROBATE COURT OF DAVIESS COUNTY, MAY TERM, MAY 17th 1923.

In the matter of the estate of Zaring E. Clay, deceased.

Now at this day comes Lulu N. Clay, and represents and states to the court that she is the widow of the above deceased Zaring E. Clay, deceased, and that the family of the late deceased consists of herself, a son Wayne Clay sixteen years old and a daughter Marjorie six years old; that her said husband died on the 8th day of April, 1923, leaving an estate which is now in process of administration in this court and leaving no grain, meat, vegetables, groceries of other provisions on hands and provided and necessary for the support of herself and family, except a small amount of canned fruits of different kinds.

WHEREFORE, this petitioner prays that this court may make an order appropriating and setting aside out of the assets of said estate, a reasonable amount to supply the above deficiency in support and sufficient for the support of herself and family for twelve months and that in addition thereto, there shall be paid to her out of the assets of said estate her Special Dower of \$400.00 as provided by section 107 of the Revised Statutes of the State of Missouri, for 1919.

Mrs. Lulu N. Clay

In-re of the estate of Zaring E. Clay, Dec'd.) Order for Special Dower.

Now comes Lulu N. Clay widow of said deceased and as such is entitled to special dower of \$400.00 out of the personal assets belonging to said estate and the court having read said petition does therefore order and direct that said Lulu N. Clay, widow take and keep out of the funds in her hands as Administratrix of the said estate the said sum of \$400.00 as special Dower, filed with this court receipt for the will be allowed in her next settlement in said estate. Funds in her hands as administratrix of said estate the sum of

In-re of the estate of Zaring E. Clay, Dec'd.) Order for one years Maintenance.

Comes now Mrs. Lulu N. Clay widow of Zaring E. Clay, deceased, and shows to the court that at the time of the death of said deceased there was not on hands sufficient meat, grain, vegetables and other provisions for the subsistence ~~of herself~~ of herself and two children of said deceased, named respectively: Wayne Clay, sixteen years of age and daughter Marjorie six years old. and the court having read said petition and heard the evidence in relation thereto, and believing that said order should be made does therefore order and direct said widow to take the sum of \$600.00 for the support of herself and Wayne and Marjorie Clay for 1 year; it is therefore ordered by the court that said widow of Zaring E. Clay take and keep out of the funds in her hands as administratrix of said estate the sum of \$600.00 report the same to this court in her next settlement in said estate for which she will be allowed to take credit.

In-re of the estate of Anna A. McDaniel, Dec'd.) Proof of Will.

On this day comes James W. McDaniel and produces to the court an instrument in writing purporting to be the last will and testament of Anna A. McDaniel, Dec'd, and attested by R. G. Maupin, R. E. Maupin and J. B. McDonald, as witnesses and that said James W. McDaniel prays that said instrument in writing be proved and admitted to record as the last will and testament of the said Anna A. McDaniel.

And it being shown by satisfactory evidence that said Anna A. McDaniel, late of the County of Daviess, died on the ---day of ---, 1923, the Court proceeded to hear the proof of the execution and publication of said instrument as her last will.

And thereupon comes R. G. Maupin and R. E. Maupin, two of the attesting witnesses, who being first duly sworn say respectively that they were present at the execution of said will and saw the said Anna A. McDaniel sign said instrument in writing and heard her declare the same to be her last will and testament, that they subscribed their names as witnesses thereto, at the request of the said Anna A. McDaniel, and in the presence of each other, and that the said Anna A. McDaniel was then of sound and disposing mind and memory, to the best of their knowledge and belief, and the testimony of said witnesses was reduced to writing, and signed by them respectively. a

And the Court being sufficiently advised by the evidence of said witnesses of the proper and legal execution of said will, it is ordered and adjudged by the Court that said instrument in writing be considered proved and the same is established and adjudged to be the last will and testament of the said Anna A. McDaniel, late of said County, Dec'd, and that it be admitted to record as such/

IT IS ORDERED THAT COURT ADJOURN UNTIL TO-Morrow Morning at 8:30 O'Clock.

E. S. Knight
Judge and Ex-officio Clerk of the Probate Court.

IN THE PROBATE COURT DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 18th. 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff, of Daviess County Missouri, and E.G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made entered of record therein, to-wit:-

In-re of the Estate of Clinton Leyland Payne, Deceased,) 1st. Semi-annual Settlement.

Comes now Harley T. Payne, Administrator, of the estate of Clinton Leyland Payne, Deceased, and presents his accounts and vouchers duly verified by affidavit for his first semi-annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of Mary D. Poe, Deceased .) 1st. Semi-annual Settlement.

Comes now W. T. Siple, Administrator, of the estate of Mary D. Poe, Deceased, and presents his accounts and vouchers duly verified by affidavit for his first semi-annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the estate of Dorthy Elizabeth and Byron Porterfield, Minors) 2nd Annual Settlement.

Comes now Katherine Porterfield, Guardian and Curator of the person^s and estate^s of Dorthy Elizabeth Porterfield and Byron Porterfield minors and presents her accounts and vouchers duly verified by affidavit for her 2nd annual settlement, which is by the court examined approved and ordered to be recorded.

In-re of the estate of George S. Downend,) Final Receipt.

\$9468.56

Gallatin, Mo. February 13th, 1923.

Received of Lucy C. Downend, Executrix of the Last Will and Testament and of the Estate of George S. Downend, deceased, the sum of NINE THOUSAND FOUR HUNDRED AND SIXTY EIGHT and -----56/100 Dollars, the same being in full of the amount shown to be due me from the estate of said deceased of a final settlement of the same made in the Probate court of Daviess County, Missouri, on the 13th day of February, 1923, six thousand five hundred dollars of said amount being in U. S. Bonds of different amounts and issues, taken at face value.

Filed May 18th 1923.

Lucy C. Downend

In-re of the estate of Pierce, Minors) 2nd. Annual Settlement .

Comes now Richard Keck, Guardian and Curator of the persons and Estates of Pierce, Minors named as follows:- Charles Edward Pierce, Letha M. Peirce, Melvin S. Pierce, Ruth D. Pierce, and presents his accounts and vouchers duly verified by affidavit for his 2nd annual Settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Robert D. Rowland, Deceased.) 2nd. ^{Semi-}Annual Settlement.

Comes now David Myres Executor of the last will and testament of Robert D. Rowland, Deceased, and presents his accounts and vouchers duly verified by affidavit for his 2nd. ^{Semi-}annual Settlement which is by the court examined approved and ordered to be recorded.

Judgment Establishing Will.

State of Missouri,

ss.

IN THE PROBATE COURT:

County of Daviess,

Be it remembered that heretofore, to-wit, on the 18th day of May A. D. , 1923, at a regular term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County aforesaid, on the 18th day of May, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:

In the matter of the estate of)

Brice Gotschall, Deceased)

Judge Establishing Will:

It being shown to the court now here, that in vacation of this Court, to-wit: On the 12th day of May, 1923, an instrument of writing purporting to be the last will and testament of Brice Gotschall, Deceased, and attested by J. W. Dutro and Frank Macrander as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Brice Gotschall, Deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of J. W. Dutro and Frank Macrander said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court, And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 12th day of May, 1923.

And the Court having inspected said will, and seen and heard the testimony of J.W. Dutro and Frank Macrander the attesting witnesses, so taken in vacation, as to the execution of said will, and being sufficiently advised: -- It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Brice Gotschall deceased. And the said proceedings and action of the Judge and Ex-officio Clerk of the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

CERTIFICATE OF REANSCRIPT.

STATE OF MISSOURI,

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 18th, 1923.

In-re of the estate of D. B. Everman, Deceased) Final Receipts Filed.

Comes now D.S. Everman, Executrix, of the Last Will and Testament of the estate of said deceased and files all final receipts for distributive share in said estate on final settlement, and said D. S. Everman having made full and final settlement he is by this order fully and finally discharged as such.

In-re of the Estate of Hamilton Reager, a minor.) Letters of Guardian and Curatorship
Granted, Appointment of Guardian and
Curator, Bond filed and approved.

On this day appeared in open court Hamilton Reager, and it appearing to the court that he is a minor under twenty-one, but above fourteen years of age, and is a resident of the County of Daviess, and has no legal or natural guardian; that said minor inherited property derived and coming from the estate of his mother, Lillian Reager, who is now Dec'd, and being directed by the Court to choose a guardian of his person and curator of his estate, he selected Homer Feurt, who being approved by the court, is appointed guardian of the person and curator of the estate of said Hamilton Reager, a minor, subject to the approval of the court; and before entering upon the duties of his office he is required to enter into bond to the State of Missouri, for the use of said Hamilton Reager, with two or more securities, to be approved by the court in the sum of Four Thousand (\$4,000.00) Dollars, conditioned for the faithful discharge of his duties according to law.

And now comes the said Homer Feurt and accepts such appointment, and files his bond in the sum of Four Thousand (\$4,000.00), with R. V. Thompson, O. M. Venable as sureties, which is by the court now here approved, and the said Homer Feurt qualifies according to law and enters upon the duties of his trust as such Guardian and Curator.

In-re of the Estate of Nancy Prindle, Dec'd.) 5th. Annual Settlement.

Comes now S. A. Wright, Executor, of the last will and Testament of Nancy Prindle, deceased and presents his accounts and vouchers duly verified by affidavit for 5th annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Lillian Reager, Dec'd.) Grant of Letters of Administration.

Now comes Homer Feurt and prays the court for letters of administration on the estate of Lillian Reager, deceased, and having filed his affidavit as required by law, showing that said Lillian Reager, departed this life in Daviess County, Missouri, on the 14th. day of May, 1923, intestate, leaving said Hamilton Reager, Son, Gallatin, Missouri; and Homer - Feurt stating that he will make a perfect inventory and appraisal and faithfully administer the estate, pay the debts as far as the assets will extend and law direct, and account for and pay over all assets which shall come to his knowledge or possession. And it appearing to the court that said Lillian Reager died possessed of property of the probable value of Twenty-Five Hundred (\$2500.00) Dollars, and that said Hamilton Reager, Son of said Dec'd, is the only heir of said Dec'd, but is a minor, therefore under the Statutes of Missouri, said Hamilton Reager does not have the legal right to administer upon said estate, the court proceeded and appointed Homer Feurt, who is competent and a suitable person to administer upon said estate. It is ordered that letters of administration of the goods, chattels, credits, and effects of said deceased be issued to the said Homer Feurt and that he enter into a bond to the State of Missouri in the sum of Four Thousand (\$4,000.00) Dollars, with two or more sufficient securities, residents of this county, conditioned according to law.

And now comes the said Homer Feurt and files his bond in the said sum of Four Thousand (\$4,000.00) Dollars with R. V. Thompson and O. M. Venable as sureties thereon, which is by the court accepted and approved.

It is further ordered by the court that Gilmer Barnett, Max Venable and Virgil Crane be and they are hereby appointed witnesses and appraisers to assist said Administrator in opening and examining all papers of said Dec'd, and in making inventory and appraisal thereof of both real and personal property of said estate.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 18th., 1923.

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING ALLOWANCE TO APPRAISER AND OTHER COSTS

State of Missouri,) ss.
County of Daviess,)

In the Probate Court of said County, on the 18th day of May, 1923 the following among other proceedings, were had, viz.:

In the Matter of the estate of Winefield Scott Jackson, Deceased

Now on this day comes J. A. Selby, heretofore appointed appraiser, to fix the value of the property, estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows to the Court that he made the oath, and did all things required of him by said law to be done; and within the time allowed by the Court so to do filed his written report of appraisement, in duplicate, together with all the testimony of witnesses examined, exhibits filed and other evidence taken by him, and his sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said report of said appraiser, and does order on copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein, or income therefrom referred to in said report referred to in report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and the party of parties liable therefor are as follows:

Sam'l R. Jackson, Nephew, Total Value Interest \$1512.97, amount Legal Exemption \$500. Value of interest or property subject to tax \$1012.97, rate 3%, amount of Tax \$30.39.

The Court having read and examined the sworn statement of said appraiser filed herein, and being fully advised in the premises, it is further ordered and adjudged that said appraiser J. A. Selby, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of \$5.42 dollars; that he was actually engaged 1 day in making said appraisement, for which he is allowed the sum of 5.00 Dollars; making a total allowance of 5.42 dollars, which, together with 1.86 dollars. Probate fees, is taxed as costs against the persons liable for said tax, and as a lien against the respective interests of said persons.

It is further ordered that said administrator with will annexed of said estate, before making his final settlement, pay to the said Appraiser the said sum of \$5.42, and said probate fees \$1.86, also pay to the Treasurer of the State Missouri, When due, the aforesaid tax, so assessed; provided there is sufficient money in his hands belonging to said persons so taxed, or that may have been advanced by them to him, with which to pay their respective shares of said tax and of said costs; and if he have not such amount on hand, then he is ordered to pay the same out of the proceeds of the sale of any property that may hereafter be ordered sold by this Court to raise funds to make such payment. And a certified copy hereof is mailed to Thomas H. Hisklin, Administrator of said estate.

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING ALLOWANCE TO APPRAISER AND OTHER COSTS

State of Missouri,) ss.
County of Daviess,)

In the probate Court of said County, on the 18th day of May, 1923 the following among other proceedings, were had, viz.:

In the Matter of the Estate of David W. Vaughn Deceased,

Now of this day comes J. A. Selby, heretofore appointed appraiser, to fix the value of the property, estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows to the Court that he made the oath, and did all things required of him by said law to be done, and within the time allowed by the Court so to do filed his written report of appraisement, in duplicate, together with all the testimony of witnesses examined, exhibits filed and other evidence taken by him, and his sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said report of said appraiser, and does order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein or income therefrom referred to in said report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and the party or parties liable therefor are as follows:

Name and Address	Relation	Real estate	per. prop.	total Inst. of each	amount of exemp- tion	amt. sub. to tax.	rate	amt. of tax
Edw. E. Vaughn, Gallatin, Mo.	Son,		100.00	100.00	5000.	none	1%	none
Ida Vaughn, Gallatin, Mo.	Daug. in law		65.00	65.00	500.	none	3%	none
Mural Vaughn, Gallatin, Mo.	Grand Dau.		50.00	50.00	5000.	none	1%	none
Austa I. Dunnington, Gallatin, Mo.	Daughter	5253.86	300.00	5553.86	5000.86	553.86	1%	5.53
Delbert Vaughn, Gallatin, Mo.	Son,	5253.86		5253.86	5000.	253.86	1%	2.53
Albert Vaughn, Gallatin, Mo.	Son	5253.86		5253.86	5000.	253.86	1%	2.53

The Court having read and examined the sworn statement of said appraiser filed herein, and

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 18th., 1923.

Continued from page 118

being fully advised in the premises, it is further ordered and adjudged that said appraiser J. A. Selby, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of 5.51 dollars; that he was actually engaged 1 day in making said appraisement, for which he is allowed the sum of 5.00 dollars, making a total allowance of 5.51 dollars, which, together with 1.37 dollars, probate fees, is taxed as costs against the persons liable for said tax, and as a lien against the respective interests of said persons.

It is further ordered that said Albert and Delbert Vaughn, Executors of the said estate, before making their final settlement, pay to the said Appraiser the said sum of \$5.51, and said probate fees of \$1.37, also pay to the Treasurer of the State of Missouri, when due, the aforesaid tax, so assessed; provided there is sufficient money in their hands belonging to said persons so taxed, or that may have been advanced by them to him, with which to pay their respective shares of said tax and of said costs; and if he have not such amount on hand, then he is ordered to pay the same out of the proceeds of the sale of any property that may hereafter be ordered sold by this Court to raise funds to make such payment. And a certified copy hereof is ordered mailed to Albert and Delbert Vaughn, Executors of said estate.

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING ALLOWANCE TO APPRAISER AND OTHER COSTS

State of Missouri,) ss.
County of Daviess,)

In the Probate Court of said County, of the 18th day of May, 1923 the following among other proceedings, were had, viz.:

In the Matter of the Estate of W. C. A. Wynne, Deceased,

Now on this day comes Joseph H. Wynne, heretofore appointed appraiser, to fix the value of the property, estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows to the Court that he made the oath, and did all things required by law to be done, and within the time allowed by the Court so to do filed his written report of appraisement, in duplicate, together with all the Testimony of witnesses examined, exhibits filed and other evidence taken by him, and his sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said report of said appraiser and does order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein, or income therefrom referred to in said report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and the parties liable therefor are as follow:

Name and address	Relation	real estate	personal property	life annuities in term of yrs.	total interest	amt. of obj. exemption of each	rate	amt. of tax
Jno. T. Wynne, Jameson, Mo.	Son,	1089.70		none	1089.70	5000.		
Jno. Oxford,	Grand son	1.00		none	1.00	5000.		
Jno. V. Wynne, Liberty, Mo.	Grand Son	1.00		none	1.00	5000.		
Geo. W. Wynne, Jameson, Mo.	Son,	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		
Annie E. McNeely, Jameson, Mo.	Daugh.	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		
Jos. H. Wynne, Jameson, Mo.	son,	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		
H. Samuel Wynne, Gallatin, Mo.	Son,	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		
Harry O. Wynne, Liberty, Mo.	Son,	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		
Chas. H. Wynne, Jameson, Mo.	Son,	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		
Mary H. Boyer, Gilman, Mo.	Daughter,	89.70 ⁷ / ₈		none	89.70 ⁷ / ₈	5000.		

The Court having read and examined the sworn statement of said appraiser filed herein, and being fully advised in the premises, it is further ordered and adjudged that said appraiser J. A. Selby, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of Seventy seven cents; that he was actually engaged 1 day in making said appraisement, for which he is allowed the sum of five dollars, making a total allowance of 5.77 dollars which, together with 5.00 dollars Probate fees, is taxed as costs against the persons liable for said tax, and as a lien against the respective interests of said persons.

It is further ordered that said Executor of said estate, before making his final settlement, pay to the said Appraiser the said sum of \$5.77, and said probate fees to the Treasurer of the State of Missouri, when due, the aforesaid tax, so assessed; provided there is sufficient money in his hands belonging to said persons so taxed, or that may be advanced by them to him, with which to pay their respective shares of said tax and of said costs: and if he have not such amount on hand,

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 18th 1923.

then he is ordered to pay the same out of the proceeds of the sale of any property that may hereafter after be ordered sold by this Court to raise funds to make such payment. And a certified copy hereof is ordered mailed to Joseph H. Wynne Executor of said estate.

In-re of the Estate of William C. Gillihan, Sr. Dec'd,) Order renewing appointing appraiser.

It appearing to the Court that heretofore, to-wit, on the 27th day of April, 1923, the same being an adj. day of February, 1923, term thereof, an order was made of record application made by A. J. Place, a qualified tax paying citizen of said Daviess County to appraise and fix the clear market value of any property estate, interest therein, or income therefrom, transfer of which is subject to the payment of a tax under the provisions of the transfer and inheritance tax laws of the State of Missouri, in the estate of William C. Gillihan, Sr. now Dec'd, and it appearing to the Court that said appraiser has been unable to complete the taking of testimony produced. whereupon the Court orders that said order made on said 27th day of April, 1923, appointing said appraiser be and the same is hereby renewed and the time extended in which to report his findings therein.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI TO MAY TERM 1923.

IN THE MATTER OF THE ESTATE OF WOODY FEURT, A MINOR.

Comes now Lewis B. Gillihan, and shows to the Court that he is the duly appointed and qualified guardian and curator of the person and estate of Woody Feurt a minor, of the age of s seventeen, years; that said minor is owner in fee of the undivided one half of the following described real estate situate in the city of Jameson, Daviess County, Missouri, and that Clyde T. Feurt is the owner of the undivided one half of said real estate: that said real estate was purchased as a home for said minors when they were both minors; that said Clyde T. Feurt has since said purchase gained his legal majority and has married and established a home for himself; said land is described as follows:

The south half of lot (9) nine and all of Lot Thirteen (13) and the north half of Lot Fourteen (14) in Block Twenty Four (24) in the City of Jameson Daviess County, Missouri, that said property consists of two lots and a dwelling house of said minor and said Clyde T. Feurt and is not susceptible of division and said Clyde T. Feurt is desirous of selling his undivided interest in said house.

That the estate of the said Woody Feurt consists of personal property of about the value of \$3000 and the undivided one half interest in the above property.

That it would be for the best interest of said ward that a part of his personal property be converted in to the other undivided half of said above dwelling house and two lots.

Wherefore this petitioner prays that this court make an order that the undersigned guardian purchase the undivided half of the above described real estate as a home for the ward and that he may own it all in fee.

Lewis B. Gillihan
Guardian and Curator of Woody Feurt.

In-re of the Estate of Sarah E. Langford, Deceased,) Order renewing appointing appraiser.

It appearing to the Court that heretofore, to-wit on the 27th day of April, 1923 the same being an adj. day of Feby. 1923, term thereof an order was made of record appointing J. A. Selby, a qualified tax paying citizen of said Daviess county to appraise and fix the clear market value of any property, estate, interest, therein or income therefrom, transfer of which is subject to the payment of a tax under the provisions of the transfer and inheritance tax laws of the State of Missouri in the estate of Sarah E. Langford, deceased. And it appearing to the court that said appraiser has been unable to complete the taking of testimony produced.

Whereupon the Court orders that said order made on said 27th day of April, 1923, appointing said appraiser be and the same is hereby renewed, and the time extended in which to report his findings therein.

It is Ordered that Court Adjourn Til To-Morrow Morning At 8'30 O'Clock/

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

Court met pursuant to adjournment with following officers present: J. Frank Gildow, Sheriff, of Daviess County, Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made entered of record therein, to-wit:-

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IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 19th., 1923.

In-re of the estate of Emma T. Railsback, Deceased,) Final Settlement and Discharge when all final receipts are filed.

Now Comes Homer Feurt, Administrator, of the estate of Emma T. Railsback, Deceased and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his Administration of the said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement. U

Upon examination whereof the Court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$714.91.

Whereupon the Court orders that said settlement be recorded and that said Administrator distribute the said sum of \$714.91 to the following named heirs as follows to-wit: Viola May Railsback, \$119.76; To Cora Terry, \$119.75; to Alma Ware, \$119.75; to Icie Dye, \$119.75; to Goldie Lowry, \$119.75; to Chauncy R. Railsback, \$119.75; take receipts for each share so ordered distributed as aforesaid and upon the filing of the same in this Court said Administrator, with bondsmen will be fully and finally discharged as such.

In-re of the Estate of Maggie C. Wolf, an insane person) 2nd annual Settlement.

Comes now Joe McElvain, Guardian and Curator, of the person and estate of Maggie C. Wolf, an insane Person and presents his accounts and vouchers duly verified by affidavit for his 2nd annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Anna M. Scott, and incompetent person) 8th annual Settlement.

Comes now C. L. Hoges, Guardian and Curator of the person and estate of Anna M. Scott, incompetent person and presents his accounts and vouchers duly verified by affidavit for his 8th annual settlement which is by the Court examined approved and ordered to be recorded.

In-re of the Estate of Velma Scott ,a minor) 11th Annual Settlement.

Comes now William S. May Guardian and Curator of the person and estate of Velma Scott, a minor and presents his accounts and vouchers duly verified by affidavit for his 11th annual settlement which is by the Court examined approved and ordered to be recorded.

In-re of the Estate of Maynard Sanders, et al minors) 8th Annual Settlement.

Comes now Homer Feurt, Guardian and Curator of the persons and estates of Maynard Sanders et al minors and presents his accounts and vouchers duly verified by affidavit for his 8th annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Golda Terry, et al Minors) 2nd annual settlement.

Comes now Mrs. Emma Terry Guardian and Curator of the persons and estates of Golda Terry, Cecil Terry, Bert Terry, and Donald Terry, minors and presents her accounts and vouchers duly verified by affidavit for her 2nd. annual settlement which is by the Court examined approved and ordered to be recorded.

In-re of the Estate of M. A. Troxel, Deceased,) Final settlement.

Now comes Roy E. Troxel, Administrator, of the estate of M.A. Troxel, Deceased, and Exhibit his accounts and vouchers duly verified by affidavit for the final settlement of his administration of said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement.

Upon examination whereof the Court approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$523.56.

Whereupon the Court orders that said settlement be recorded and that said administrator distribute the said sum of \$523.56 to the following named heirs as follows to-wit:

one share to William D. Troxel	\$47.59	; one Share to John C. Troxel	\$47.59;
" " " Laura Dow,	\$47.59	; one " " Roy E. "	\$47.59;
" " " Ward A. Troxel,	\$47.59;	" " " Elva Booker	\$47.59;
" " " Ada Pardun	\$47.59	; " " " Julia Smith	\$47.59;
" " " Carl Troxel	\$47.59	; " " " Willard Troxel	\$47.59;

" " " to one of the deceased heirs Children Louis S. Rakestraw \$9.52; Eulahn M. Pennington \$9.52, to Lulu V. Rakestraw \$9.52, to Harry L. Rakestraw \$9.52, Ovil H. Rakestraw, take receipts for each shares and divisions of shares so ordered distributed as aforesaid and upon the filing of the same in this Court said Administrator with bondsmen will be fully and finally discharged.

In-re of the Estate of Sarah E. Weiderman, Deceased) Final Settlement and discharge
when all final receipts are filed.

Now comes Polly Ann Shafer, Administratrix of the Estate of Sarah E. Weidman, Deceased, and presents her accounts and vouchers duly verified by affidavit for the final settlement her administration of said estate, together with the proof of due publication of notice given by her as required by law, of her intention to make such settlement.

Upon Examination whereof the Court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administratrix for distribution the sum of \$24.79

Whereupon the Court orders that said Settlement be recorded and that said Administratrix distribute the said sum of \$24.79, to the following named heirs as follows to-wit: Polly Ann Shafer, Sister, \$4.958; Martha M. Shackelford Sister, \$4.958; Alice Powell Sister \$4.958; Lillie M. Barker, Sister, \$4.958; Jewell Hook Sister, \$4.958; take receipts for each share so ordered distributed as aforesaid and upon the filing of the same in this Court said Administratrix with bondsmen will be fully and finally discharged.

In-re of the Estate of Frederick Strasser, Deceased) Additional and Final Settlement

Now Comes John A. Strasser, Executor of the last will and testament of the Estate of Frederick Strasser, Deceased, and presents his accounts and vouchers duly verified by affidavit to make additional and final settlement on the Administration of said estate, together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement.

Upon examination whereof the Court doth approve the same and having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of and balance of \$6232.50 shown by this settlement is to be distributed as follows, according to the Will of Frederick Strasser, Deceased,

Mrs. Katie Young, 1/6 of the funds plus 1/7 of 1/2 of the part that went to Jacob G. Strasser, now dec'd \$1112.94

John A. Strasser, 1/6 of the funds plus 1/7 of 1/2 of the part that went to said Jacob G. Strasser \$1112.94

Edward Strasser, 1/6 of the fund plus 1/7 of 1/2 of the part that went to said Jacob G. Strasser, \$1112.94

Lavern Brown, widow of Jacob G. Strasser, 1/2 of 1/6 of the fund \$519.37; K. Strasser, 1/7 of 1/2 of the part that went to said Jacob G. Strasser, \$74.22

Fredrick K. Strasser, 1/7 of 1/2 of the part of said Jacob G. Strasser, \$74.22

Willie Strasser, 1/7 of 1/2 of the part of said Jacob G. Strasser, \$74.22

the following heirs names below are to get equal shares as follows to-wit:-

Nellie Barbara Armstrong, James Arthur Armstrong, Frederick N. Armstrong, Catherine Ann Armstrong, and Mabel Mary Armstrong to get \$222.59 for each one's part (heirs of Rosina Armstrong) as named,

Heirs of Mrs. Mary Wilkinson, named as follows are to get equal shares of the sum of \$278.23 are as follows:- Mrs. Myrtle Gash, Mrs. Elizabeth Ballew, Kenneth Wilkinson, Dorothy Violet Van Buren.

Explanation.

The heirs of Mrs. Rosina Armstrong not only got 1/5 each of the 1/6 of the whole that would have gone to their mother, but in addition to that, they get 1/5 of 1/7 of 1/2 by reason of death of Jacob G. Strasser.

Likewise the heirs of Mrs. Mary Wilkinson not only get 1/4 each of the 1/6 of the whole that would have gone to their mother, but in addition to that, they get 1/4 of 1/7 of 1/2 by reason of the death of Jacob G. Strasser.

The will provides that it be divided among the six mentioned therein, but upon the death of Jacob G. Strasser, Willie Strasser and Fredrick K. Strasser also come in as heirs for 1/7 of the 1/2 of the share that would have gone to Jacob G. Strasser and his Widow Lavern Brown Gets the other half.

And that the heirs take receipts for each part so ordered distributed as aforesaid and upon the filing of the same in this Court said Executor with his bondsmen will be fully and finally discharged.

In-re of the Estate of Mary Rosanna Ranes, Deceased) 1st Semi-annual Settlement.

Now comes Albert L. Ranes, Executor of the last will and Testament of Mary Rosanna Ranes, Deceased and presents his accounts and vouchers duly verified by affidavit for his 1st semi-annual Settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Nancy Smith, Deceased) 1st Semi-annual Settlement.

Comes R. E. Maupin, Administrator, of the estate of Nancy Smith, Dec'd and presents his accounts and vouchers duly verified by affidavit for his 1st semi annual Settlement which is by the Court examined approved and ordered to be recorded.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY TERM, MAY 19th 1923.

In-re of the Estate of Earl L. Wyrick a minor) 9th annual Settlement.

Comes Lizzie Johnson Guardian and Curator of the person and Estate of Earl L. Wyrick a minor and presents her accounts and vouchers duly verified by affidavit for her 9th annual settlement which is by the court examined approved and ordered to be recorded.

In the matter of the Estate of Susan L. Smith, Dec'd, Frank) Final Settlement and order
A. Fitterer, Executor of said Dec'd,) of Discharge.

Now comes Frank A. Fitterer, executor of the last will and testament of Susan L. Smith Dec'd, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administration of said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement.

Upon examination whereof the Court finds there is a balance due said estate of \$8.21 and it further appearing to the Court that there has been allowed as demands against said estate, demands of different classes aggregating the sum of \$331.43, of which said demands this Court has assigned to the different classes as follows:-

H. A. Hope, Class 1. \$76.50; Dr. M. A. Smith, Class 2. \$16.00
Dr. L. R. Doolin, Class 2. \$7.50; Mrs. Lizzie Koch Class 2. \$65.00
Mrs. Rachel Vallance Class 2. \$160.00; Musselman and Brown Class 5. \$.75
Sidney K. Chamberlain Class 5. \$5.68;

And it further appearing to the Court that the executor of the last will and Testament and of the Estate of said, Deceased has exhausted all the assets that have come to his hands in the payment of taxes costs and charges of Administration and there yet remains in his hands the sum of \$8.21, and that he has insufficient funds in his hands to pay said allowed demands,

And the Court having the evidence in relation thereto doth therefore order the said Executor to apply said balance of \$8.21 toward the payment of the claim to the above named H. A. Hope which has been assigned to class 1 of the demands against said estate so far as the same will extend whereupon the Court orders and that upon that said settlement be approved and recorded and upon the filing of the receipt of said H. A. Hope therefor, he, Frank A. Fitterer, Executor with his bondsman will be fully and finally discharged herein.

In the Matter of the Estate of Reuben Wetzel, Deceased) ^{Semi-} 6th annual Settlement.

And order of Partial Distribution

At this day comes Eva Kate and Reuben M. Wetzel Executors of the last will and testament of said deceased and prays to the court to make an order of a part of the funds now to said estate; and it appearing from the evidence and records produced that said estate has been in the course of administration for more than one year that no further claims can come against said estate, and that all debts presented and allowed against said estate have been fully paid and the court having heard the evidence in relation thereto and believing that such order should be made as prayed for does order and direct said executors to distribute the sum of \$1350.00 to the following named heirs in equal amounts as follows to-wit:-
to Alice S. Wetzel Langford, \$150.00; to Mary Jane Wetzel, \$150.00;
to Matilda Olivia McMahan, \$150.00; to Eva Kate Wetzel, \$150.00; to Nevin M. Wetzel, \$150.00;
to Adda Cordelia Wetzel, \$150.00; to heirs of Reuben M. Wetzel, \$150.00;
to Ella E. Day, \$150.00; to Etta A. Wetzel, \$150.00; take a receipt for each distribute, share so ordered distributed as aforesaid and present the same for a credit in their next settlement in estate.

In the matter of the estate of Pauline Virginia Irvin, minor,) Order for one years Maintenance

Now Comes Clara Everly Irving Guardian of the person and Curator of the estate of Pauline Virginia Irvin, a minor and prays to the Court to make an order authorizing and premitting her as such Guardian and Curator to expend the sum of \$175.00 for the education and maintenance of her child for one year and further asks that said allowance extend from May, 1923, to May, 1924, and the Court having heard the testimony in relation thereto, does therefore order and direct the said Guardian and Curator to expend the said sum of \$175.00, for the purpose aforesaid for one year for which a credit will be allowed in her next settlement in said estate.

In the Matter of the Estate of Mary Rosanna Ranes, dec'd.

Comes now Albert L. Ranes, Executor of the last will and testament of the estate of Mary-Rosanna Ranes, deceased, and presents his accounts and vouchers for his first semi-annual settlement and represents to the Court, as a part of said settlement, that there have been no debts allowed or presented against said estate; that he has in his hands as a balance due said estate the sum of \$7801.15 that he knows of no claims or debts against is sufficient to retain in his hands to meet all contingencies, which application for distribution the Court takes up and considers and finds that no debts have been presented; that there is the sum of \$7801.15 in the hands of said Executor; that \$1801.15 the sum of \$6000 should be now distributed; that under the Will of said dec'd Nellie J. Peery, Mary E. Porterfield and Nora F. Harris, the three daughters of said dec'd, are entitled to share equally in said distribution and it is therefore ordered by the Court that said Executor now make a partial distribution and distribute to the said Mary E. Porterfield, Nora F. Harris and Nellie J. Peery each the sum of \$2000, that in such distribution he shall turn into said distributees as cash at the par or face value thereof the Government Bonds now held by him as shown by the inventory and said settlement as a part of said estate, distributing said bonds as near equally as possible to said distributees and paying the difference to them in cash and that he take from them receipts for the amounts distributed to them respectively under this order and file and take credit therefor in his next settlement made to this Court.

It is Ordered that Court Adjourn Til 21st day of May 1923.

E. S. Knight
Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court of Daviess County, Missouri, May Adj. Term May 21st., 1923.

Court Met pursuant to Adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court of Daviess County and the following were had and made and entered of record therein to-wit:

In-re of the Estate of Martha Jean Wetzel, a minor) Appointment of Guardian and Curator Bond filed and Approved.

On this day Pauline Wetzel files her application to be appointed Guardian and Curator of the person and estate of Martha Jean Wetzel and in this application, she Pauline Wetzel respectfully represents that she is a resident of Daviess County, Missouri, and is the mother of Martha Jean Wetzel, aged 4 years, 11 Months and 24 days and that said minor owns property not derived from her but derived from Reuben Wetzel, Grand Father of Martha Jean Wetzel who is now dead, not exceeding in value \$3,000. wherefore Pauline Wetzel prays that she may be appointed Guardian and Curator of the person and estate of Martha Jean Wetzel, a minor who being approved by the said Judge and Ex-officio Clerk is appointed, such Guardian and Curator and before entering upon the duties of her office she is required to enter into bond to the State of Missouri, for the use of Martha Jean Wetzel to be approved by the Court in the sum of Six Thousand Dollars (\$6,000.00) Conditioned for the faithful discharge of her duties according to law.

And now comes the said Pauline Wetzel and files her bond in the sum of \$6,000.00 with C. R. May, Etta Wetzel, and R. M. Cross as sureties thereon which the Court accepts and approved and the said Pauline Wetzel qualifies according to law and enters upon the duties of her trust as such Guardian and Curator.

APPRAISMENT OF REAL ESTATE

State of Missouri,) ss.
County of Daviess.)

AFFIDAVIT OF APPRAISERS

P. O. Orten, Oliver O. Mettle, and Carl Netherton, on their oath say, that they are householders of said County, not interested in the estate of John W. Beesley deceased, and that they will, to the best of their abilities, view and appraise the Real Estate to them shown by James A. Chambers Administrator of said estate.

Sworn to and subscribed before me, this 9th day of May A.D. 1923) P. A. Orten) Appraisers.
L. F. Sellers, Notary Public,) Oliver O. Mettle)
Notary Seal) Carl Netherton)

CERTIFICATE OF APPRAISERS

WE, THE UNDERSIGNED APPRAISERS, appointed to view and appraise the Real Estate shown to us by James A. Chambers Administrator of the estate of John W. Beesley deceased, as the property of said John W. Beesley do certify that we have viewed all of the Real Estate, and do appraise the same as follows: the South West quarter of the South East Quarter; and, the South East quarter of the South West quarter; and, the North West quarter of the South East quarter of Section Nine (9), Township Sixty one (61) of Range Twenty-seven (27) in Daviess County, Missouri, containing 120 acres, more or less, which we value and appraise at \$30.00 per acre, making the total sum of \$3600.00.

IN WITNESS WHEREOF, We, the said appraisers, have hereunto set our hands, this 9th day of May A. D. 1923.
Notary Seal

P. A. Orten)
Oliver O. Mettle)
Carl Netherton) Appraisers

In The Probate Court

State of Missouri,) ss.
County of Daviess.)

Daviess County, Missouri.

May Term, A. D. 1923

James A. Chambers, Administrator of the Estate of John W. Beesley deceased, comes the reports to the Court:

That in obedience to the order of this Court, made at its February Adjourned Term, A.D. 1923, on the 5th day of May 1923, directing him to sell, at Private Sale, the Real Estate in said order described as follows, to-wit:

The South West quarter of the South East quarter; and, the South East quarter of the south west quarter of Section Nine (9), Township Sixty-one (61) of Range Twenty-seven (27) in Daviess County, Missouri, I did, on Monday the 9th day of May A.D. one Thousand nine hundred and Twenty-three (having first had the same duly appraised by P. A. Orten, Oliver O. Mettle, and Carl Netherton, three disinterested householders of said County, they having being first duly sworn, as appears by the affidavit of said Appraisers and their Certificate of Appraisement herewith filed, marked Exhibit A), sell the said Real Estate, as follows, viz.:

The South west quarter of the South East quarter; and, the South East quarter of the South west quarter; and, the Northwest quarter of the South East quarter of Section Nine (9), Township Sixty-one (61) of Range Twenty-seven (27), sell said land and all thereof to Henry Elliott and Charles Cunningham for the sum and price of FOUR THOUSAND DOLLARS to be paid in cash.

And the said Henry F. Elliott and Charles Cunningham have fully complied with the terms of said sale, and have paid the sum of FOUR THOUSAND DOLLARS in cash to this Administrator as required by said order of sale. And I certify that said real estate was sold for not less than three-fourths of its appraised value, and that this report is made within ten days from date of said sale, as required by law.

All of which is respectfully submitted, this 9th day of May 1923

James A. Chambers
Administrator.

State of Missouri,) ss.
County of Daviess.)

James A. Chambers being sworn, say, that he did not directly or indirectly purchase said real estate, or any part thereof, or any interest therein, and that he is not interested in the property sold except as stated in said report. James A. Chambers

Sworn to and Subscribed before me, this 9th day of May, 1923, L. F. Sellers
(Notary Seal) Notary Public

In the Probate Court of Daviess Court, Missouri, May Adj. Term, May 21st. 1923.

Order Confirming Sale of Real Estate.

In the Matter of the Estate of John W. Beesley,
Deceased, James A. Chambers, Administrator.

Now at this day, May 21st. 1923, comes James A. Chambers, Administrator of the estate of John W. Beesley, deceased, late of Daviess County, Missouri, and presents and the Court takes up for examination and consideration the report of sale of real estate belonging to the estate of said deceased, filed in this Court by said Administrator on the 9th day of May, 1923, by which report of sale it appears that he, the said Administrator, did on the 9th day of May, 1923, within ten days prior to the filing of the said report of sale, in obedience to the order of this Court made at its February adjourned term, 1923, to-wit, on the 5th day of May, 1923 of this Court, sell at private sale to Henry F. Elliott and Charles Cunningham for the sum of Four Thousand (\$4000.00) Dollars, the real estate in said order of Court and in such report of sale particularly described, to-wit: The Southwest quarter of the Southeast quarter; and, the Southeast quarter of the Southwest quarter of the Southwest quarter; and, the Northwest quarter of the Southeast quarter of Section Nine (9), Township Sixty-one (61) of Range Twenty-seven (27) in Daviess County, Missouri. And it appearing by the affidavit and certificate of appraisement P. A. Orten, Oliver O. Mettle and Carl Metheron, three disinterested Householdors, of said Daviess County, Missouri, who were duly appointed and qualified as appraisers to appraise said real estate and that said real estate was appraised by them at the sum of \$3600.00; and it further appearing to the Court that said Administrator on the 9th day of May, 1923, sold, subject to the approval of the Court all the right title and interest of John W. Beesley, deceased, in and to said real estate, at private sale, at and for the price and sum of Four Thousand (\$4000.00) Dollars, the same being more than three fourths of the appraised value of said real estate; and it further appearing to the satisfaction of said Court that said sale was legally and fairly conducted pursuant to the order of Court and in accordance with the Statutes in such case made and provided: It is therefore ordered that the said sale be and the same is hereby approved and confirmed by the Court, and the said Administrator is ordered to execute, acknowledge and deliver to the said Henry F. Elliott and Charles Cunningham, a deed in due form of law, conveying to the said Henry F. Elliott and Charles Cunningham and to their heirs and assigns, all the right, title and interest which the said John W. Beesley, Deceased, had in and to the said Real Estate at the time of his death.

In-re of the Estate of Ada M. Royston, Deceased,) Demand Allowed .

Now Comes Lula Bertha Woodring and presents an account against said Estate in the sum and total of \$116.00 the same being founded due the said Claimant, note to the sum of One Hundred (\$100.00) Dollars, and interest to the sum of Sixteen (\$16.00) Dollars, a total sum of \$116.00 due said Claimant. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$116.00, be allowed and Adjudged against said estate with interest at the rate of 8% from date of allowance and is by this order placed in Class No. 5.

In-re of the Estate of Ada M. Royston, Deceased,) Demand Allowed.

Now comes William Burns, and presents an account against said Estate in the sum and total of \$116.10 the same being founded due the said Claimant for Judgement rendered in Circuit Court of Daviess County Missouri \$101.05, to cost on Same \$11.05, to Interest on same @6% \$4.00, a total sum of \$116.10 due said Claimant. And service of notice being waived in writing and affidavit and proof made, it is ordered by the Court that the sum of \$116.10, be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in Class No. 4.

In-re of the Estate of Ada M. Royston, Deceased) Demand Allowed.

Now comes W. J. and G. N. Gromer and presents an account against said Estate in the sum and total of \$1776.80 the same being founded due the said claimant for note date January 2nd., 1921, Signed by Ada M. Royston payable to W. J. & G. N. Gromer, to the sum of \$1500.00, plus interest to the sum of \$276.80 a total sum of \$1776.80, due said Claimant. And service of notice being waived in writing and affidavit and proof made, it is ordered by the Court that the sum of \$1776.80, be allowed and adjudged against said estate with interest at the rate of 8% from date of allowance and is by this order placed in Class No. 5.

In the Probate Court Daviess County, Missouri, May Term, 1923, May Adj. Term, May 21st, 1923.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes E. C. Bleish and presents an account against said estate, the same being founded upon a claim for a note in the total sum of One Thousand (\$1,000.00) Dollars, the following of which is a copy.

\$1,000.00.

McFall, Mo, March 29th, 1918.

Twelve months after date I promise to pay to the order of E. C. Bleish the sum of One Thousand Dollars for value received with 8 per cent interest per annum from date.

If the interest is not paid, to become as principal, and bear the same rate of interest, payable without defalcation or discount. And do hereby relinquish and waive all rights to the benefit of all laws in force in this State exempting personal property from levy or forced sale in on any judgment, execution, attachment, or other legal process, in the collection of the above debt.

Ada M. Royston,

Copy, Signed.

Paid on said note, May 8th, 1919 \$80.00, Paid May 3rd, 1920, \$80.00, Paid Apr. 26th, 1921, \$80.00, Paid Apr. 20, 1922, \$80.00, all making a total sum of \$320.00 Dollars that has been paid on said note. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the sum of \$1062.67 be allowed and adjudged against said estate together with Accrued interest to Jan. 11th, 1923, \$62.67, all making a total sum of (\$1062.67) be allowed and adjudged against said estate, the same is by this order placed in class No. 5th, with interest thereon at the rate of 8%

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The Farmers Bank of Jameson, Mo, and presents an account against said estate, the same being founded upon a claim for a note in the total sum of One Hundred and Twenty-Five (\$125.00) Dollars, the following of which is a copy.

\$125.00.

Jameson, Missouri, Oct. 5th, 1921.

Thirty Days after date, we, or either of us, jointly and severally, promise to pay to The Farmers Bank, of Jameson, Mo, One Hundred Twenty-five Dollars, for value received, with interest from date at the rate of Eight per cent. per annum, and if interest be not paid annually to become as principal and bear the same rate of interest. The signers and indorsers each waive demand notice and protest, and that the time may be extended without notice. Payable at the Farmers Bank of Jameson, Missouri.

Ada M. Royston,

Gladys Fanning,

Paid on said note, Jan. 25th, 1922, \$25.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the sum of \$100.00 with interest on said note in the total sum of \$12.72 be allowed and adjudged against said estate, the same is by this order placed in class No. 5. with interest thereon at the rate of 8%

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The Service Laundry of Trenton, Mo., and presents an account against said estate, the same being founded upon a claim for balance due on laundry bill contracted by the Dec'd, during her life time in the total sum of (\$16.50). And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said total sum of \$16.50 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes F. P. Carter and presents an account against said estate, the same being founded upon a claim for a note in the total sum of Four Hundred (\$400.00) Dollars, the following of which is a copy.

\$400.00.

Pattonsburg, Mo, 3/7th, 1922/

One year after date, we, or either of us, as principals, promise to pay to the order of Four Hundred Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 8 per cent per annum from date, and all interest not paid annually, to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest of this note, and time may be extended without notice to endorsers.

Ada M. Royston,

Lucille D. Royston,

Post Office City,
Due 3/7/1923.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the sum of \$400.00 with interest on said note in the total sum of \$26.70, from date of note to Jan 7-1923 be allowed and adjudged against said estate with interest as stated, the same is by this order placed in class No. 5. with interest thereon at the rate of 8%

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes the Letts-Melick Grocer Co, and presents an account against said estate in the total sum of (\$7.85), the same being founded upon a claim for balance due on groceries and army cots bought by dec'd during her life time. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$7.85) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In the Probate Court Daviess County Missouri, May Adjourned Term, May 21st, 1923.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The Bank of Jameson and presents an account against said estate in the total sum of \$344.00, the same being founded upon a claim for interest on a note, not paid in the sum of \$36.00, the following of which will be a copy as listed below as Note No. 1, and also upon a note of which will be a copy as listed below as Note No. 2, with interest on this note to March 17th, 1923, in the sum of \$8.00.

Note No. 1.

\$300.00.

Jameson, Missouri, No. 17th, 1922.

Ninety days after date, we, or either of us, as principal promise to pay to the order of The Bank of Jameson Three Hundred Dollars for value received, payable at the Bank of Jameson with interest from date at the rate of 8 per cent, per annum. The signers and indorsers each waive demand notice and protest, and that the time may be extended without notice to the indorsers. The undersigned agrees to pay reasonable expense of collection, including attorney's fees.

Due Feb. 17-23

Ada M. Royston,

Principal of said note has been paid, but due interest on same at the rate of 8 per cent amounting in the total sum of \$36.00.

Note no. 2.

Jameson, Missouri, May 17th, 1921.

Ninety days after date, we, or either of us, as principal, promise to pay to the order of The Bank of Jameson Three Hundred Dollars for value received, payable at The Bank of Jameson with interest from date at the rate of 8 per cent. per annum, and all interest not paid annually to become as principal and bear the same rate of interest. The signers and indorsers each waive demand notice and protest, and the time may be extended without notice to the indorsers.

Due Aug. 17-21.

Ada M. Royston,

Interest on note No. 2. to March 17th, 1923 in the sum of \$8.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the total sum of \$344.00 be allowed and adjudged against said estate, and is by this order placed in class No. 5. with interest thereon at the rate of 8%

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The First National Bank of Gallatin, Missouri and presents an account against said estate in the total sum of (\$470.03), the same being founded upon a claim for a note the following of which is a copy.

\$624.39,

Gallatin, Mo. Aug. 22, 1922.

Three months after date, we promise to pay to the order of First National Bank of Gallatin, Missouri, Six Hundred Twenty-four and 39/100 Dollars for value received, payable at the Banking House of The First National Bank, at Gallatin, Mo., with eight per cent interest per annum from maturity date interest payable annually and if the interest is not paid annually to become part of the principal and bear the same rate of interest; and we further agree to pay ten per cent attorney's fee if this note is placed in the hands of an attorney for collection.

Ada M. Royston,

Copy,

No 39386.

Paid Feby 12th, 1923, \$171.00 on said note, Said note being secured by a chattel mortgage consisting of the personal property as follows:- 2 black horses black weight 1100, age 6, One black mare, weight 1000 lbs, age 8, one spotted mare, shetland and Arabian, age 4.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the total sum of (\$470.03) be allowed and adjudged against said estate, and the same is a lien on property above stated, and the same is to be paid as soon as property is sold as above described in the sum of (\$470.03).

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes the Pattonsburg Savings Bank Pattonsburg, Missouri, and presents an account against said estate in the total sum of (\$5872.36, the same being founded upon a claim for a note the following of which is a copy.

\$5575.00

Pattonsburg, Mo. 5/8, 1922.

On demand after date, we, or either of us, as principals, promise to pay to the order of The Pattonsburg Savings Bank Fifty five Hundred Seventy Five Dollars, for value received, payable at the Pattonsburg Savings Bank, with interest from date at the rate of 8 per cent per annum, and all interest not paid annually to become as principal, and bear the same rate of interest. The signer and endorsers each waive demand, notice and protest of this note, and time may be extended without notice to endorsers.

Ada, M. Royston,

Post City Office.

Due Demand.

No. 54047.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the sum of \$5575.00 be allowed and adjudged against said estate, with Interest on said note from date of note to Jan'y 8th, 1923, in the sum of \$297.36, Interest and note making a total sum of \$5872.36 be allowed and adjudged against said estate and the same is by this order placed in class No. 5. with interest thereon at the rate of 8%

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Lee R. Pierce, Treasurer and Ex-officio Collector of Daviess County, Mo, and presents an account against said estate in the total sum of \$53.40, the same being founded upon a claim for merchants tax for year of 1922 on stock of Merchandise. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$53.40 be allowed and adjudged against said estate, and the same is by this order placed in class No. 3.

In the Probate Court Daviess County, Missouri, May Adjourned Term, May 21st, 1923.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes E. F. Ashbrook and presents an account against said estate in the total sum of \$618.00, the same being founded upon a note the following of which is a copy.

Jamesport, Mo., Aug. 22, 1922:

Six months after date, we promise to pay to the order of E. F. Ashbrook Six Hundred and no/100 Dollars, \$600.00, for value received, payable at The Commercial Bank, with six per cent interest per annum from date and if not paid annually, interest to become part of principal, and bear eight per cent interest from date, together with an attorney's fee of ten per cent of the whole amount due if collected by attorney or process of law. The makers hereof and the endorsers hereon waive demand, notice and protest, and consent that the time of payment may be extended without notice thereof.

Due 2-22-23.

Ada M. Royston,

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the sum of \$600.00 with interest in the sum of (\$18.00), both making a total sum of (\$618.00) Dollars be allowed and adjudged against said estate, and the same is by this order placed in class No. 5. with interest thereon at the rate of 6%

In-re of the Estate of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Pattonsburg Lumber Co, Pattonsburg, Mo, and presents an account against said estate in the total sum of (\$65.64), the same being founded upon a claim for lumber bought by Dec'd, during her life time. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum above stated be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now Comes Royston Brothers and presents an account against said estate in the total sum of (\$50.20), the same being founded upon a claim for 8370 lbs of Hay at \$12.00 per ton.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum above stated be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The Commercial Bank of Jamesport, Missouri and presents an account against said estate in the total sum of \$4459.91, the same being founded upon a claim for a note, the following of which is a copy.

Jamesport, Mo., Aug. 26, 1922.

Six months after date we promise to pay to the order of Commercial Bank of Jamesport, Mo, Forty Four Hundred Fifty Nine and 91/100 Dollars \$4459.91 For value received, payable at the Commercial Bank, Jamesport, Mo., with eight per cent interest from maturity, and if not paid annually, interest to become part of the principal and bear the same rate of interest, together with an attorney's fee of ten per cent of the whole amount due if collected by attorney or process of law. The makers and endorsers of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and consent that time of payment may be extended without notice thereof.

Due Feb. 21, 1923.

Ada M. Royston,

No. 26855

Post Office Pattonsburg, Mo.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$4459.91 be allowed and adjudged against said estate with interest thereon at the rate of 8% and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Ross Nickell and presents an account against said estate in the total sum of (\$33.66), the same being founded upon a claim for Threshing 396 bundles of wheat at 8½ cents on Aug. 5, and 7th, 1922. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$33.66) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Maupin and Maupin and presents an account against said estate in the sum total of (\$571.32); the same being founded upon a claim for: To Policy No. 1623 Fidelity Phenix \$88.90, To Policy, No. 1061, Springfield, \$49.50, To Policy No. 5054 Fidelity Phenix, \$19.00, To Policy No. 5055 Fidelity-Phenix, \$23.75, To Policy No. 5056 Fidelity-Phenix \$23.75, To Policy No. 2020 Great American \$17.50, To Policy No. 1633 Fidelity-Phenix, \$88.90, To Policy No. 1080 Springfield, \$49.50, To Policy No. 10357 Springfield \$37.12, To Policy No. 1640 Fidelity-Phenix \$88.90, To Policy No. 2029 Great American \$17.50, To Policy No. 2030 Great American \$17.50, To Policy No. 1097 Springfield, \$49.50, Policies No. 1623, 1633, 1640 Fidelity-Phenix and No. 10357 Springfield are held by the Missouri Savings and Building and Loan Ass'n of Nevada, Missouri. Policy No. 2030 Great American covers on dwelling property of Lucile D. Royston written at the request of Mrs. Royston and payment guaranteed by her.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$571.32 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class No. 5.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY 21 st 1923.

In-re of the Estate of Ada Royston, Deceased) Demand allowed.

Comes H. S. Forgrave, and presents an account against the estate of Ada Royston, deceased, to the sum and total of Two Hundred and Fifty (\$250.00) Dollars, for Services rendered: Operation and after-care 12/6/22 the same being founded due claimant for services aforesaid.

And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that sum of Two Hundred and Fifty (\$250.00) Dollars, be allowed against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In-re of the Estate of Ada Royston, Deceased) Demand Allowed.

Comes Democrat Publishing Co. and presents an account against said estate of Ada Royston, Deceased, to the sum and total of Fourteen (\$14.30) Dollars, for the advertisements as follows, 48 inch advertisement \$12.00; 14 lines reader ads \$1.40; 3 lines reader ads \$.30; 2 lines reader ads \$.20; 2 lines reader \$.20; 2 lines reader ads \$.20 the same being founded due said claimant for the above accounts.

And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that sum of Fourteen dollars and thirty cents, be allowed against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Ada Royston, Deceased) Demand Allowed.

Comes Daviess County Bank by M. D. Moody, Cashier, and present an account against the Estate of Ada Royston, deceased, in the sum and total of Two Hundred and Twenty- Eight (\$228.53) for Trade acceptance discounted by Daviess County Bank, made to order of Edgar Wartrq Eighty-one (\$81.06) Dollars and Accured interest on above Two (\$2.80) Dollars Promissory Note One Hundred and Forty (\$140.00) Dollars and interest (\$4.67) the same being founded due said Claimant for the above accounts.

And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that sum of Two Hundred and Twenty Eight (\$228.53) Dollars, be allowed against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Ada Royston, Deceased) Demand Allowed.

Comes Feeman McNeil and presents an account against the Estate of Ada Royston, Deceased in the sum and total Three Hundred and thirty two (\$332.00) Dollars, the same being founded due said Claimant for the, Casket \$275.00; Outside Case \$10.00; Embalming \$25.00; folwers \$12.00; Hearse \$10.00.

And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of Three hundred and Thirty two (\$332.00) Dollars, be allowed against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the Estate of Ada Royston, Deceased) Demand Allowed.

Comes the Farmers Bank of McFall and presents an account against the estate of Ada Royston, Deceased, in the sum and total of \$584.46; a copy as follows to-wit:

\$574.00 McFall, Gentry County, Missouri, Nov. 2 1923 Six Months after date, we, or either of us as principal, promise to pay to the FARMERS' BANK OF McFALL, MO. or order, Five hundred seventy four and no cents Dollars, for value received, at the Farmers' Bank, in McFall, Mo. with 8 per Cent interest thereon from date, payable annually, and if the interest thereon be not promptly paid annually, the same shall annually be added to and become a part of the principal and bear interest at the same rate; and if this note, or any part of same be collected by legal process, we hereby promise and agree to pay ten per cent as attorney's fees. Due May 2, 1923, and \$10.46 interest on Signed Ada M. Royston

And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$584.46, be allowed against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Lillian Reager, Deceased) Demand Allowed.

Comes now H. A. Hope, and presents an account against the Estate of Lillian Reager, Deceased, to the sum and total of \$119.00 for funeral expenses as follows to-wit:- Casket \$125.00; Shoes \$3.50; Chairs \$1.50; Marker \$1.00 Boards \$1.50; Grave lining \$1.50; a total of \$134.00 Minus \$15.00 charged of De Molays Balance due claimant \$119.00 for services aforesaid.

And service of Notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$119.00 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the Estate of

IN THE PROBATE COURT OF DAVIE'S COUNTY, MISSOURI, MAY ADJ. TERM, MAY 21st. 1923.

In-re of the Estate of H. E. Stith, Deceased,) Demand allowed.

Comes C. F. Stith and presents an account against the estate of H. E. Stith, deceased, for which he forwarded to H. P. Kelley for preaching the funeral of his father to the sum and total of \$15.00 and the same being founded upon claim due said claimant for the above amount.

And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that sum of Fifteen Dollars be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Martha C. Pate, Dec'd.) Grant of Letters Testamentary, Bond filed

and approved.

Now comes I. O. Oliphant and T. B. Bowen and applies to the Judge and Ex-officio Clerk of the Probate Court for Letters Testamentary on the Estate of Martha C. Pate, Dec'd, and it appearing to the Judge and Ex-officio Clerk that the last will and testament of said Martha C. Pate, was heretofore duly proved, and that the said I. O. Oliphant and T. B. Bowen was by said will appointed the Executors thereof by the said deceased, testatrix, and it appearing further that the said I. O. Oliphant and T. B. Bowen has made oath that they will make a true and perfect inventory and appraisement of all the goods, chattels, lands and tenements, rights and credits of the said testatrix according to law, pay the debts as far as the assets will extend and then the legacies contained in said last will, render just accounts and faithfully perform all things required by law, and that said estate is of the probable value of Personal Four Thousand (\$4,000.00) Dollars, and \$500.00 Dollars Real Estate. Now therefore it is ordered that Letters Testamentary thereon be granted and issued to the said I. O. Oliphant and T. B. Bowen, and that they enter into a bond to the State of Missouri, in the sum of Nine Thousand (\$9,000.00) Dollars, with two or more sufficient securities residents of this county, conditioned according to law. And now comes the I. O. Oliphant and T. B. Bowen and files their bond in the sum of Nine Thousand (\$9,000.00) Dollars with C. F. Orain and Mrs. Laura L. Oliphant as securities thereon, which is by the court now here approved.

It is further ordered that D. N. Hesler, V. J. Ward, and Albert Lierley be and they are hereby appointed witnesses and appraisers to assist said Executors in opening and examining the papers, making an inventory and appraisement of the same, both real and personal.

It is ordered that court adjourn until the 25th. day of May, 1923.

E. S. Knight

Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court Daviess County Missouri, May Adjourned Term, May 25th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court Daviess County, Missouri, when the following proceedings were had and made and entered of record therein, to-wit:-

In the matter of the estate of) Order to deliver proceeds derived from mortgaged property.
Otis Johnston, Dec'd.) Mortgage \$665.00 and Interest on mortgage 26.60

Now at this day comes the Farmers State Bank of Winston, by Maurice H. Wooden, and represents and shows to the court that they have a lien in the form of a chattel mortgage on certain personal property of the estate of Otis Johnston, deceased, which is now in the hands of Henry S. Walp, Administrator of said estate, said personal property being particularly described as follows, to-wit:- Six red cows, 8 years old all weighing about 1300 lbs. One roan cow, 8 years old all weighing about 1300 lbs. One black cow, 8 years old all weighing about 1300 lbs, three white face cows, all 8 years old and weighing about 1300 lbs, One guernsey cow, 8 years old weighing about 1400 lbs. Seven five year old white face cows, 3 yrs old, weight 1100 lbs. Five white face cows, three years old, weight 900 lbs. Seventeen brood sows weighing from 250 to 350, 6 are red others spotted. Forty five spring pigs, red and spotted mixed, weighing 100 lbs each. Two bay horses, 7 yrs old weight 1200 each, One gray horse, 7 yrs old weight 1175 One smooth mouth black mare, wt. 1175 One bay horse smooth mouth, wt. 1200; 1200 bushels of corn in crib, Two white face cows four years old, weight 1000 lbs.

All located on my farm 1½ miles south west of Winston, Mo.

And the court having heard the evidence in relation thereto finds that said property above mentioned was a first class lien on all of said property under and by virtue of a chattel mortgage, it is ordered by the court that after deducting the cost of making sale of said mortgaged property, said Administrator is ordered to turn over the balance received from the sale of said mortgaged property to the legal holder of said mortgage and note and take a receipt therefor in the sum of \$691.60.

Acknowledgment of Deed.

In the matter of the estate of Otis Johnston, deceased,)
Henry S. Walp, Administrator.)
Charles C. Wright, Plaintiff.
vs.

The Estate of Otis Johnston, deceased, Henry S. Walp, Administrator
of the Estate of Otis Johnston, deceased, and Daisy Johnston, widow, and
Charles Newton Johnston, son, and Lena Belle Johnston, daughter, of
Otis Johnston, deceased.

Defendants.

Now on this 25th. day of May, 1923, in open Court, before E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, within and for the County of Daviess, In the State of Missouri, and during the sitting of said Judge and Ex-officio Clerk of this Court to be the same person whose names is subscribed to a certain instrument of writing in the nature of a deed as having executed the same, and also personally known to the Judge of this Court to be the Administrator of the estate of Otis Johnston, deceased, and to be administering said estate in, and under letters testamentary issued by the Probate Court of Daviess County, Missouri, and presents a deed signed by him as Administrator, dated May 25th, 1923, conveying all the right, title, interest and estate of Otis Johnston, deceased, in and to the West half of the Northeast quarter of Section Two (2), Township Fifty-eight (58) of Range Thirty (30); and, the South west quarter of the Southeast quarter of Section Thirty-five (35) in Township Fifty-nine (59) in Range Thirty (30) in DeKalb County, Missouri to Charles C. Wright, and the said Henry S. Walp then signs said deed in the presence of the Judge and Ex-officio Clerk of this Court and is known to said Judge and Ex-officio Clerk to be the same person who executed said deed and then and there, in open Court, before the said E. G. Knight the Judge and Ex-officio Clerk of said Probate Court, acknowledged the said instrument to be his act and deed for the purposes therein mentioned, and that he, as said Administrator, acknowledged the same to be his free act and deed, and it is ordered by the Court that a certificate of his said acknowledgment shall be endorsed by the Clerk of this Court upon the said deed so acknowledged.

State of Missouri,) SS.
County of Daviess)

I, E. G. Knight, Judge of the Probate Court of Daviess County, Missouri, hereby certify that the above and foregoing, is a full, true and correct copy of the record of the acknowledgment of said deed as the same appears upon the record of said Court among the proceedings of said Court of May 25th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of the Probate Court.

It is ordered that court adjourn until May 26th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of the Probate Co

* In the Probate Court Daviess County Missouri, May Adjourned Term, May 26th, 1923/

Court met pursuant to adjournment with the following officers present:-J. Frank Gildow, Sheriff of Daviess County, Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made and entered of record herein, to-wit:-

In the matter of the estate of) Order for the purchase of real estate for Minor.
Woody Feurt, a minor.

Now on this day comes the said Lewis B. Gillihan, guardian and curator of the person and estate of Woody Feurt and filed his petition praying for an order of this court to permit him to purchase the undivided half interest in and to the following described real estate situate in the city of Jameson, Daviess County, Missouri, to-wit:-

The South half of Lot Nine (9) all of Lot Thirteen (13) and the North half of Lot Fourteen (14) all in Block Twenty four (24) in said City of Jameson.

That said minor is the owner of the other undivided one half of said above described real estate and that Clyde Feurt is the owner of the other undivided one half of said real estate, and that it would be for the best interest of the estate of said ward that he should become the owner of all of said real estate: That said estate of said ward consist of personal property of the probable value of about \$3000 and the undivided half interest in the above described real estate.

The court after hearing the evidence in support of said petition finds that it would be for the best interest of said ward that said Guardian and Curator invest of the personal property of his ward a sum sufficient to purchase the one half interest in said real estate owned by the said Clyde Feurt.

It is therefore ordered by the court that said Guardian have said real estate appraised according to law and that he purchase the one half interest in said above described real estate now owned by the said Clyde Feurt and that upon the said Clyde Feurt executing, acknowledging and delivering a deed therefor that said Guardian and Curator be and he is hereby authorized to pay the said Clyde Feurt the reasonable market value for said real estate.

E. G. Knight,
Judge and Ex-officio Clerk of the Probate Court.

In-re of the Estate of Mary E. Tuggle, Dec'd.) Final Settlement and Order of Distribution and Discharge when final receipt is filed.

Now comes Virgil H. Black, Administrator of the Estate of Mary E. Tuggle, Dec'd, and exhibits his accounts duly verified by affidavit, for the final settlement of his administration of said estate together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement.

Upon examination whereof the court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said Administrator for distribution the sum of (\$8.30).

Whereupon the court orders that said settlement be recorded and that said Administrator distribute the said sum of (\$8.30) To Harvey B. Thornberry, son and only heirs of Dec'd,-- \$8.30. take receipt for share so ordered distributed as aforesaid and upon the filing of the same in this court said Administrator with his bondsmen will be fully and finally discharged as such.

In-re of the Estate of Otis Johnston, Dec'd.) Demand Allowed.

Now comes H. E. Stroup and presents an account against said estate, the same being founded upon a claim for 1 quart of turpentine, sixty cents, Tire (\$21.00). And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said and total sum of (\$21.60) be allowed and adjudged against said estate and the same is by this order placed in class No. 5.

In-re of the Estate of Otis Johnston, Dec'd.) Demand Allowed.

Now comes E. F. West and presents an account against said estate in the total sum of (\$175.00) Dollars, the same being founded upon an account for a note described as follows, to-wit:-
The following of which is a copy.

\$175.00.

Winston, Mo, 10/22/21.

Six months after date for value received I promise to pay E. F. West or order, at Winston, One Hundred Seventy-five Dollars with interest at 7 per cent per annum from date. The condition of the sale of the for which this note is given, is such that the ownership, title or right of possession does not pass from said vendor, until this note original or renewal is paid and that in case of non-payment thereof or the sale, incumbrance, or removal of said property from the vendor, until this note original or renewal is paid and that in case of non-payment thereof or the sale, incumbrance, or removal of said property from the vendee's premises in without the written consent of the holder of this note, or in case such holder shall at any time deem himself or his debt insecure he shall have the power to declare and make this debt wholly due and payable, to take possession of said property and hold the same or sell at public or private sale and apply the proceeds thereof to the cost of the taking and sale, then toward the payment of this note, and recover the balance unpaid from said vendee, the maker hereof, the surplus arising from such sale to be refunded to the vendee. Each of the makers and endorsers hereof waive protest demand, notice of non-payment and extensions.

Otis Johnston.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said total sum of (\$175.00) be allowed and adjudged against said estate with interest at the rate of 7% thereon and the same is by this order placed in class No. 5.

In the Probate Court of Daviess County, Missouri, May Adj. Term, May 26th., 1923.

In-re of the Estate of Otis Johnston, Deceased) Demand Allowed,

Comes Emma Triem and presents an account against the ~~said~~ estate of Otis Johnston, deceased, for the sum and total of as a copy as follows to-wit:-
\$125.00 Winston, Mo., 3/16 1921 Six Months without grace, after date, for value received, we jointly as principals, promise to pay to the order of THE FARMERS STATE BANK ONE HUNDRED TWENTY FIVE dollars with interest from date at the rate of eight per cent annum until paid, Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorsers and guarantors of this note severally waive presentment for payment notice of non-payment, protest, notice of protest and diligence in bringing suit against any party thereto, and consent that the time of payment may be extended without notice thereof. Payable at the office of THE FARMERS STATE BANK OF WINSTON, WINSTON, MO.
Due (9--16--21)

Fifteen dollars paid on the interest of said note .

Otis Johnston

And notice of service being waived in writing and affidavit being made, it is ordered that the sum of \$125.00 be allowed and adjudged against the said estate with interest at the rate of 8% from date and is by this order placed in class No. 5.

In-re of the Estate of Martha M. Shackelford, deceased) Demand Allowed.

Comes H. A. Hope and presents an account against the estate of Martha M. Shackelford, deceased, for Casket \$250.00; shoes \$3.50; grave boards \$1.50; Markers and chairs \$3.00; 3 autos \$10.50; Funeral notices \$5.50; Dress \$22.50; De. to Cemetery \$1.00; Opening Grave \$9.00; Lining Grave \$1.50 a sum and total of \$308.00.

And notice of service being waived in writing and affidavit being made, it is ordered that the sum of \$308.00 allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the Estate of Otis Johnston, Deceased) Demand allowed.

Comes Campell and West and presents an account against the estate of Otis Johnston, deceased for 15 gal. gasoline \$3.45; 13 gal. gasoline \$2.86; labor on car \$1.00; 10 gal. gasoline \$2.20; 10 gal. gasoline \$2.20; radiator hose and labor 60 cents a total sum of \$12.31

And notice of service being waived in writing and affidavit being made, it is ordered that the sum of \$12.31 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Otis Johnston, Deceased) Demand allowed.

Comes J. V. Johnston and presents an account against the estate of Otis Johnston, deceased, for a note, a copy as follows to-wit:
\$2,000.00 Winston, Mo., March 8, 1922 One year after date, for value received, we jointly as principals, promise to pay to the order of J. V. Johnston, Two Thousand and No/100 Dollars, with interest from maturity at the rate of 5 per cent. per annum until paid. Interest payable annually. Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorsers and guarantors of this note severally waive presentment for payment, notice of non-payment, protest, notice and diligence in bringing suit against any party thereto, and consent that the time of payment may be extended without notice thereof, including a reasonable attorney fee, Payable at the office of THE FARMERS STATE BANK, WINSTON, MO.

Otis Johnston

And notice of service being waived in writing and affidavit being made, it is ordered that the sum of \$2,000.00 be allowed and adjudged against the said estate with interest at the rate of 5% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Otis Johnston, Deceased) Demand allowed.

Comes H. E. Stroup and presents an account against the estate of Otis Johnston, deceased for Casket \$210.00; vault \$110.00; sprays flowers \$20.00; hearse hire \$15.00; grave lining \$2.00 a total sum of \$357.00.

And notice of service being waived in writing and affidavit being made, it is ordered that the sum of \$357.00 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the Estate of Otis Johnston, Deceased,) Demand allowed;

Comes C. E. Triem and presents an account against the estate of Otis Johnston, Deceased, for note as copy as follows to-wit:-
\$250.00 Winston, Mo., 2-16 1921 Six Months without grace, after date, for value received we jointly as principals, promise to pay to the order of THE FARMERS STATE BANK TWO HUNDRED AND FIFTY and no/100 DOLLARS with interest from date at the rate of eight per cent per annum until paid, Interest payable annually, Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorsers and guarantors of this note severally waive presentment for payment may be extended without notice thereof. Payable at the office of THE FARMERS STATE BANK OF WINSTON, WINSTON, MO. \$30. ~~dollars~~ interest has been paid on the note.
Due 8/16--21 No. 1968

Otis Johnston

And notice of service being waived in writing and affidavit being made, it is ordered that the sum of \$250.00, Be allowed and adjudged against the said estate with interest at the rate of 8% from date of note and is by this order placed in class No. 5.

In the Probate Court of Daviess County, Missouri, May Adj. Term, May 26 1923.

In-re of the Estate of Otis Johnston, Deceased) Demand Allowed.

Comes Johns and Allman and presents an account against the estate of Otis Johnston, Deceased, for groceries and drigoods purchased during and about the years 1922-1923 according to bills filed to the amount of \$110.12.

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$110.00 be allowed and adjudged against the estate of said deceased with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Otis Johnston, Deceased) Demand Allowed.

Comes John Walp and presents an account against the estate of Otis Johnston, deceased, for a note as follows to-wit:-

\$1,000.00 Winston, Mo., Dec. 4th 1920 One year Without grace, after date, for value received we jointly as principals, promise to pay to the order of John Walp One Thousand and no/100 DOLLARS with interest form at the rate of eight per annum until paid, Interest payable annually. Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorsers and guarantors fo this note severally waive presentment for payment, notice pf non-payment, protest and diligence in bringing suit against any party thereto, and consent that the time of payment may be extended without notice thereof. Payable at the office of FARMERS STATE BANK, Winston, Mo.

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$1,000.00 be allowed and adjudged against the estate of said deceased with interest at the rate of 8% from date of allowance and is by this order placed in class No. 5.

IN-re of the Estate of Mary R. Pritchard, Deceased) Demand allowed.

Comes F. B. Ziegler and presents an account against the estate of Mary R. Pritchard, deceased, for one trunk \$5.00; to balance of account removing tree \$3.00 to the total sum of \$8.00.

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$8.00 be allowed and adjudged against the estate of said deceased with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Mary R. Pritchard , Deceased) Demand allowed.

Comes McMeekin Mercantile Co., by J. M. McMeekin, President, and presents an account against the estate of Mary R. Pritchard, deceased, for Attendance \$5.00; Hearse \$11.50; 1 car \$5.00; Box to cemetary \$2.50; a total sum of \$24.00.

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$24.00 be allowed and adjudged against the estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the estate of Mary R. Pritchard, deceased) Demand allowed.

Comes Herbert R. Booth and presents an account against the estate of Mary R. Pritchard, Deceased, for two visits \$5.00 each a sum and total of \$10.00.

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$10.00 be allowed and adjudged against the estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In-re of the Estate of Everett H. Helms, Deceased) Demand Allowed.

Comes Covell R. Hewitt and presents an account against the estate of Everett H. Helms, deceased, for, Preparing deeds, legal advice etc. \$10.00; Preparing deeds, legal advice etc. \$10.00; Expenses of trips to residence of E. H. Helms on Dec. 7 and 9-1922. \$2.00; Apr. 20-1923 attorney fees, court costs, publication fees in perfecting and queting title, to land in DeKalb County owned by Lola Harms, \$60.00 a sum and total of \$82.00.

And serve of notice being waived in writing and affidavit being made, it is ordered that the sum of \$82.00 be allowed and adjudged against the estate with interest at the rate of 6% from date of allowance and is by this order placed in class of administration.

In the Probate Court of Daviess County, Missouri, May Adj. Term May 26, 1923.

In-re of the Estate of Otis Johnston, deceased) Demand Allowed.

Comes First National Bank of Chillicothe by Karl M. Blanchard, cashier, and presents an account against the Estate of Otis Johnston, deceased for a note a copy as follows to-wit:- \$6,000.00 Chillicothe, Mo. August 13 1922 of Ourselves SIX THOUSAND and No/100 DOLLARS for value received, Negotiable and payable without defalcation or discount, at the FIRST NATIONAL BANK OF CHILLICOTHE, MO. with interest the rate of eight per cent per annum, after maturity. Having deposited in said Bank, as collateral security for this and other loans Two notes of William A. Tomlinson and Mary W. Tomlinson given to Gilbert L. Worley \$3,000.00 Each dated October 1-1920 due one year 8% interest from date Which we hereby authorize said Bank, or its President or Cashier, to sell without notice, at the post-office door in the town of Chillicothe, Mo., of at public or private sale, at the option of said Bank, or of its President or Cashier, in case of the non-performance of this promise, applying the proceeds to the payment of notes or evidences of debt by said bank, including interest and accounting to us for the surplus, if any. In case of deficiency we promise to pay to said Bank the amount thereof forthwith, after such sale, with interest, as above specified. The present cash market value of the above collateral security is \$6,000.00 Dollars; and it is understood and agreed, should there be any depreciation in the value of said security prior to the maturity of any Note or claim, held by said Bank, such an amount of additional security shall be furnished by us as will be satisfactory to said First National Bank of Chillicothe, Mo., and should such additional security not be furnished within twenty-four hours after demand on us so to do, and in that event, said Bank may proceed at once to sell as above specified, the security herein named.

Due November 11-1922

Copy of original note held by First National Bank
Chillicothe Missouri as collateral on note of R. O. Strong
Wm. S. Hudson et al

Gilbert L. Worley

Otis Johnston

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$6,000.00 be allowed and adjudged against the estate with interest the rate of 8% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Otis Johnston, deceased) Demand Allowed.

Interest on note \$160.00 from November 1, 1921 to March 1, 1923.

Comes James A. Castor Jr. and presents an account against the estate of Otis Johnston, deceased, for a note a copy as follows to-wit:- \$1500.00 Winston, Missouri, November 1, 1921 One year after date I promise to pay to the order of James A. Castor, Jr. Fifteen Hundred and No/100 Dollars at its banking house in Winston, Mo., for value received, negotiable and payable without defalcation or discount, and with interest at the rate of eight per cent per annum from date until paid. The interest, if not paid annually, to be added to the principal and bear the same rate of interest. If this note be not paid at maturity and should be collected by an attorney, we agree to pay an attorney's fee of ten per cent on the total sum due in addition to the principal and interest herein named. Each of themakers and the endorsers hereon waive demand, notice and protest on this note.

And service of notice being waived in writing and affidavit being made, it is ordered that the sum of \$1660.00 be allowed and adjudged against the estate with interest at the rate of 8% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Harvey N. Reynolds, Dec'd.) Bond Approved.

It is ordered that the bond of Elizabeth M. Tibbs, Administratrix of the Estate of Harvey N. Reynolds, Dec'd, and Letters of Administration taken by the Judge and Ex-officio Clerk, April 13th, 1923, be in all things this day confirmed and approved.

It is ordered that Court Adjourn Til May 27th 1923.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court of Daviess County, Missouri, May adj. Term, May 27, 1923.

Court met pursuant to adjournment with the following officers present; J. Frank Gildow, Sheriff, of Daviess County and E. G. Knight, Judge and Ex-officio Clerk of the probate Court of Daviess County and the following proceedings were had made and intered on record thereof :-

PETITION FOR AN ORDER OF SALE OF REAL ESTATE.

IN THE MATTER OF THE ESTATES OF JULIA BLANCHE LASHER AND
RUSSELL W. LASHER, MINORS.

IDA L. LASHER, GUARDIAN AND CURATOR OF THE
PERSONS AND ESTATES OF SAID MINORS.

PETITION FOR AN ORDER OF
~~ORDER~~ SALE OF REAL ESTATE.

Now AT this day comes Ida L. Lasher, Guardian and Curator of the persons and estates of Julia Blanche Lasher and Russell W. Lasher, minors, and to the Court that each of said minors are the owners of an undivided one-seventh of the following described real estate, situate lying and being in the County of Daviess, and State of Missouri, to-wit:

The Southeast quarter of the Southeast quarter of Section Eight (8), and the Southwest quarter of the Southwest quarter of Section Nine (9), and the North half of the Northeast quarter of the Northeast quarter; and all of the Northwest quarter of the Northeast quarter of Section Seventeen (17), all in Township Sixty (60) of Range Twenty-six (26), containing in all one hundred and forty (140) acres, More or Less.

That from the nature, character and quantity of said real estate and the interest of said minors therein, said Curator is unable to rent the same for an adequate, or sufficient rental; that said real estate is encumbered by a deed of trust dated October 28th, 1912, and found of record in the office of the recorder of deeds, in Daviess County, Missouri, in book 63 at page 79; that the debt secured to be paid by said deed of trust, is past due and remains unpaid; and that said Guardian and Curator has no money of funds in her hands available to pay said indebtedness or the interest thereon or any part thereof, that should be paid by said minors according to their share and interest in said real estate; that said minors own no other property other than their interest in the real estate above described.

That said real estate is subject to taxation and other expenses, for which said Curator has no funds of money of said minors with which to pay such taxes other expenses accruing to said minors according to the ownership and interest in said property.

Said Guardian and Curators states that it would be for the best interests of the said minors and their estates and for their benefits that all their right, title and interest in and to said real estate be sold according to law and that the proceeds of such sale be put on interest.

Wherefore, the undersigned Ida L. Lasher, Guardian and Curator of the persons and estates of said minors hereby petitions and prays the Court to make and order authorizing and directing her as such Guardian and Curator, to sell all the right, title and interest of both of said minors in and to all of said real estate, and that the proceeds of such sale be put on interest; that such sale and re-investment be made under the provisions of the Statutes of this State and particularly under the regulations and conditions subject to the provisions of Article 16, of Chapter 1, of the Revised Statutes of Missouri, 1919, relating, to the sale of real estate of minors and as the Court shall consider suited to the case.

Ida L. Lasher
Guardian and Curator of the persons and Estates of
Julia Blanche Lasher and Russell W. Lasher, Minors.

STATE OF MISSOURI,) SS
COUNTY OF DAVIESS,)

I, Ida L. Lasher, being duly sworn upon my oath state that the allegations and representations contained in the above and foregoing petition are true; that said petition fully and truly sets forth the condition of the estates of said Julia Blanche Lasher and Russell W. Lasher, minors and the facts and circumstances on which said petition is founded.

Subscribed and sworn to before me this the 17th day of May A. D. 1923

Ida L. Lasher

My commission expires Jan 29 1927

(Seal)

Nat G. Cruzen
Notary Public in and for Daviess County
Missouri.

In the Probate Court of Daviess County, Missouri, May Adj. Term May 27th 1923.

ORDER OF SALE.

IN THE MATTER OF THE ESTATES OF JULIA BLANCHE LASHER AND)
RUSSELL W. LASHER, MINORS.

ORDER OF SALE OF REAL ESTATE.

IDA L. LASHER, GUARDIAN AND CURATOR OF THE PERSONS
AND ESTATES OF SAID MINORS.

Now on this the 27th day of May 1923, the same being the 4th day of the May Term of said Probate Court, for the year 1923, comes Ida L. Lasher, Guardian and Curator of the persons and estates of Julia Blanche Lasher and Russell W. Lasher, minors, and presents to the court a petition praying the court to make such Guardian and Curator, to sell all the right, title and estate of both of said minors, in and to the following described real estate, situate, lying and being in the County of Daviess, State of Missouri, to-wit:

The Southeast quarter of the Southeast quarter of Section Eight (8), and the Southwest quarter of the Southwest quarter of Section Nine (9); and the North half of the Northeast quarter of the Northeast quarter; and the North half of the Northeast quarter of the Northeast quarter, and all of the Northwest quarter of the Northeast quarter of section Seventeen (17), all in Township Sixty (60) of Range Twenty-Six (26), containing in all one hundred forty (140) acres, more or less.

And the Court after having read said petition, and having fully investigated the same, and full examination on the oath of credible and disinterested witnesses, it appears to the Court that from the nature, character and quantity of said real estate, and the interests of said minors therein, that said Guardian and Curator cannot rent the same for an adequate of sufficient rental; that said real estate is encumbered by a deed of trust dated October 28th, 1912, and found of record in the office of the Recorder of deeds of Daviess County, Missouri, in book 63, at page 79, that the debt secured by said deed of trust is past due and remains unpaid; that said Guardian and Curator has no money or funds in her hands available to pay indebtedness, or the interest thereon or any part thereof; that should be paid by said minors according to their shares and interests in said real estate.

That said minors own no other property of any kind other than their interest in the real estate above described. That said real estate is subject to taxation and other expenses, for which said Guardian and Curator has no funds or money of said minors with which to pay such taxes and other expenses accruing to said minors according to their ownership and interests in and to said property, and the Court finds that it would be for the benefit and to the best interests of said minors that all their right, title and interest in and to all of said real estate, be sold according to law, and that the proceeds of such sale be put on interest.

WHEREFORE, it is hereby ordered that said Guardian and Curator be and she is hereby authorized and directed to sell all of the real estate hereinbefore described, and that such sale be made at private sale; and that the proceeds of such sale be put on interest; and that such sale and re-investment be made under the provisions of the Statutes of this State, and particularly under the regulations and conditions and subject to the provisions of Article 16, Chapter 1, of the Revised Statutes of Missouri 1919, relating to the sale of real estate of minors. And the Court is of the opinion and finds that the bond of said Guardian and Curator is adequate, and that no other bond is necessary then the bond heretofore given to her as such Guardian and Curator.

It is Ordered that Court adjourn Til May 28th., 1923.

E. L. Knight
Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court Daviess County, Missouri, May Adjourned Term, 1923, May 28th, 1923.

Court met pursuant to adjournment with the following officers present: Judge and Ex-officio Clerk, E. G. Knight, and J. Frank Gildow, Sheriff of Daviess County, Missouri, when the following proceedings were had and made and entered of record therein, to-wit:-

In-re of the Estate of James C. Harrah, Dec'd.) Second Semi-annual settlement.

Now comes Jennie Harrah and Rosella Nation, Executors of the Last Will and Testament of said Dec'd, and of the Estate of said Dec'd, and exhibits their accounts and vouchers for their second semi-annual settlement, which are duly verified by affidavit, said settlement is taken up by the court examined approved and ordered to be recorded.

In the matter of the Estate of John W. Beesley, deceased.

James A. Chambers, Administrator.

In the Matter of the petition for revision of appraisers report on Inheritance tax in the estate of John W. Beesley, deceased.

Comes now James A. Chambers, Administrator of the Estate of John W. Beesley, deceased, and files his final settlement from which it appears that only fifty-two per cent has been paid on the claims allowed against the estate of John W. Beesley, deceased, that there yet remains unpaid the sum of approximately \$3500.00 allowed demand and that the only assets on hands with which to pay said balance of said allowed demand is \$21.16 and the Court finds that, in as much as said estate was insufficient to pay the debts thereof there is no inheritance tax due the State of Missouri, and it is therefor ordered by the Court that the clerk of this court certify to the inheritance tax department of the State Treasury of the State of Missouri under the seal of this Court that fact that said estate was insufficient to pay the debts against it; that there is therefore no tax; that the tax heretofore assessed of \$66.39 is erroneous, to the end that the records of the State Treasurers office may be completed by showing thereon that there is no tax due in or from said estate.

In-re of the Estate of John W. Beesley, deceased.) Final Settlement and Order of Distribution and Discharge when receipts are filed.

Now comes James A. Chambers, Administrator of the Estate of John W. Beesley, Dec'd, and exhibits his accounts duly verified by affidavit for the final settlement of his administration of his estate together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement.

Upon examination whereof the court finds there is a balance due said estate of \$21.16, and it further appearing to the court that there has been allowed as demands against said estate, demands of different classes aggregating in the sum of (\$6616.55.) of which said demands this court has assigned to the different classes as follows:

J. B. Handy, \$23.30, class No. 5, Alva Prindle, \$8.00, George Dixon, \$2.00 both are in classes Number 5, N. E. Razy, \$3100.00, class No. 2, Thos. H. Weldon, \$3250.00, class No. 2., W. G. Bennum, \$197.50, Joe Carpenter, \$15.00 both are in classes No. 1, James Burge, \$2.50, class No. 5 J. P. Jones, \$4.10, class No. 5, W. E. Bolan, \$3.00, class No. 5. Ed. Welden \$3.00, class No. 1. J. B. Handy, \$8.15, class No. 5.

And it further appearing to the court that the James A. Chambers, Administrator of the estate of John W. Beesley, Dec'd, has exhausted all the assets that have come to his hands by paying 52% on the claims allowed against the estate of John W. Beesley, Dec'd, that there yet remains unpaid the sum of approximately \$3500.00 allowed demands, and that the only assets on hands with which to pay said balance of said allowed demands is \$21.16 and the court having heard the evidence in relation thereto doth therefore order the said James A. Chambers, Administrator of said estate apply said balance (\$21.16) toward, and any amount that may remain in his hands after adjustment of all taxes that have been assessed to the two creditors, to-wit:- N. E. Razy and Thos H. Weldon or their assigns rateably

Whereupon the court orders that said settlement be approved and recorded and upon the filing of the receipt of N. E. Razy and Thos. H. Weldon therefor, he, James A. Chambers with his bondsmen will be fully and finally discharged herein.

In the matter of the Estate of) Order To Paint, Paper and repair plastering.
Lillian Reager, Dec'd.

Comes now Homer Feurt, Administrator of the estate of Lillian Reager, Dec'd, and petitions to the court to make an order authorizing and permitting him as such administrator to paint and paper the house inside and outside and repair plastering, the same being the home place of said dec'd,

And the court having heard the evidence in relation thereto does therefore order and direct said administrator to make such repairs necessary, take a receipt for the sum so expended and file in this court for which a credit will be allowed him in his next settlement of said court.

It is ordered that court adjourn until June 7th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court Daviess County, Missouri, May Adjourned Term, June 7th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, Missouri and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made and entered of record therein, to-wit:-

Application For An Order To Purchase A Monument.

Comes now Harry A. Doak, Administrator of the estate of Lee Roy Doak, deceased, and prays the Court for an order to purchase a monument to be placed at the head of the grave of Lee Roy Doak, deceased, to mark the last resting place of said dec'd.

He therefore asks for an order permitting him to purchase a monument to erect at the grave of said deceased, and to expend a sum not greater than the sum of Three Hundred (\$300.00) Dollars.

Harry A. Doak, Administrator.

Subscribed and sworn to before me this 7th. day of June, 1923.

(SEAL)

E. G. Knight

Judge and Ex-officio Clerk of the Probate Court.

In-re of the Estate of Lee Roy Doak, Dec'd.) Order To Purchase Monument.

Comes now Harry A. Doak, Administrator of the Estate of Lee Roy Doak, Dec'd, and petitions the Court to make an order allowing him as such Administrator to expend the sum of Three Hundred (\$300.00) Dollars out of the funds in his hands with which to purchase a monument to be placed at the grave of said deceased, and the court having heard the evidence in relation thereto, does therefore order and direct the said Administrator to erect a monument at the grave of the Dec'd, and to expend a sum not greater than Three Hundred (\$300.00) Dollars, and take and file a receipt for the same, when a credit will be allowed in his final settlement of said estate.

In-re of the Estate of James P. Tarwater, Dec'd.) 1st. semi-annual settlement.

Comes now Josephine Tarwater and H. A. Doak, Executors of the Last Will And Testament of said Dec'd, and of the Estate of said Dec'd, exhibits their accounts and vouchers duly verified by affidavit for their 1st. semi-annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of T. A. Feurt, Dec'd.) Order allowing part commission.

Comes now Cort and Homer Feurt, Executors of the last will and testament and of the estate of T. A. Feurt, Dec'd, and asks for an order to be made by the Probate Court authorizing and permitting them at this time to take out of the funds in their hands the sum of Forty-three Hundred (\$4300.00) Dollars to be equally divided and distributed among them as Executors of the Estate of Said Dec'd.

To Cort Feurt,

\$2150.00

To Homer Feurt,

2150.00

as part commission for their service, work, expence, etc, as Executors of the estate of said Dec'd.

And the court having heard the evidence in relation thereto, doth the afore order that said Executors take out the funds in their hands the sum of Forty-Three Hundred (\$4300.00) Dollars as part commission for their service, work, expence, etc, as Executors of the estate of said Dec'd, and that said Executors take credit and sign a receipt for the above stated sum of Forty Three Hundred (\$4300.00) Dollars in their next settlement made in the Probate Court, Daviess Co, Mo,

In-re of the Estate of John D. Nighswonger,) Demand Allowed.
An Incompetent Person.

Comes now Mrs. C. D. Nighswonger and presents to the court an accountx in the sum of (\$25.00) the same being for money furnished John D. Nighswonger for various purposes. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above stated said sum of (\$25.00) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class No. 5.

In-re of the Estate of Lillian Reager, Dec'd.) Demand Allowed.

Comes now Sid Chamberlain and presents to the court an account in the sum of (\$44.26) the same being founded upon an account for balance due on an account in the sum of (\$44.26) the same being founded upon an account for coal. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said total sum of (\$44.26) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Sallie Margaret O'Ferrall,) Demand Allowed.

Comes now Joseph G. Miller, Treasure of Party Telephone Line No. 97 and presents an account against said estate in the sum total of \$5.00, the same being founded upon an account for repair on telephone. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$5.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In the Probate Court Daviess Co, Missouri, May Adj. Term, June 7th, 1923.

Judgment Establishing Will.

State of Missouri,) ss
County of Daviess,)

Be it remembered that heretofore, to-wit, on the 7th. day of June, A. D., 1923, at an adjourned term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 7" day of June, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:

In the matter of the Estate of) Judgment Establishing Will:
Asa Lindsey, Dec'd.)

It being shown to the Court now here, that in vacation of this Court, to-wit: On this 29" day of May, 1923, an instrument of writing purporting to be the last will and testament of Asa Lindsey, deceased, and attested by G. D. Harris and Geo. E. Spivey as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Asa Lindsey, deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of Geo. E. Spivey and G. D. Harris, said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 7" day of June, 1923.

And the Court having inspected said will, and seen and heard the testimony of Geo. E. Spivey and G. D. Harris, the attesting witnesses, so taken in vacation, as to the execution of said will, and being sufficiently advised:--It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Asa Lindsey, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk of the Probate Court in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

In-re of the Estate of Lillian Reager, Dec'd.) Demand Allowed.

Now comes The Murray Drug Company and presents an account against said estate in the sum total of (\$30.03 the same being founded upon an account for balance due on an account to the amount of (\$30.03). And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$30.03) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Louise J. Harrah, Dec'd.) Demand Allowed.

Now comes J. O. Buren and presents an account against said estate in the sum total of (\$193.25), the same being founded upon an account for funeral expenses as follows,:- May 8th, Casket, \$125.00, Dress, \$26.00, Shoes, \$3.50, Hoses .25 cents, Grave Lining \$2.50, Ex. Grave Cover \$3.00, Embalming \$15.00, Auto Hearse, \$10.00, Preparing Grave \$8.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$193.25) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 1.

In-re of the Estate of Henry J. Cox, Dec'd.) Demand Allowed.

Now comes H. A. Hope and presents an account against said estate in the sum total of (\$145.00), the same being founded upon an account for funeral expenses as follows,:- (\$130.00, Shoes, \$3.50, Flowers, \$5.00, Charis and Dray \$2.50, Marker, \$1.00, Boards, \$1.50, Lining Grave \$1.50. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$145.00) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 1.

In-re of the Estate of Francis L. Read, Dec'd.) Demand Allowed.

Now comes Nat. G. Cruzen, Atty. and presents an account against said estate in the sum total of \$25.00, the same being founded upon an account for Attorney fee, as Attorney for said Francis L. Read and David Myers, in the case of State of Missouri, at rel and to use of Coffey School District-vs. John Stitt, David Myers and Francis L. Read. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$25.00) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class with the cost of administration.

In-re of the Estate of Martha Shackelford, Dec'd.) Demand Allowed.

Now comes S. M. Norse ^{Mgr. of Farmers Store} and presents an account against said estate in the sum total of \$3.00, the same being founded upon an account for balance due on an account of \$3.00, the same being founded upon an account for merchandise. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$3.00) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class No. 5.

In the Probate Court Daviess County Missouri, May Adj. Term, 1923, June 7th, 1923.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes John U. Waters and presents an account against said estate in the sum total of \$3023.02 the same being founded upon notes and interest thereon as follows:-

Note No. 1. Pattonsburg, Mo, Jan. 7th, 1914.
\$250.00

One year after date, we, or either of us, as principal, promise to pay to the order of Ada M. Royston, Two Hundred and Fifty Dollars for value received, payable at the Pattonsburg Savings Bank with interest at the rate of 8 per cent, per annum from date, and all interest not paid annually, to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest of this note, and the time may be extended without notice to endorsers.

H. D. Best.

Interest from Jan 7, 1914 to May 5, 1923, at 8% \$263.02

Note No. 2. Pattonsburg, Mo, Feb. 28th, 1919.
\$400.00

One year or before after date, we or either of us, as principals, promise to pay to the order of Ada M. Royston Four Hundred Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 8 per cent per annum from date and all interest not paid annually, to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest of this note, and time may be extended without notice to endorser.

John McMichael,
Allin B. Michael.

Interest from Feby 28-1919 to May 5-1923, \$152.19.

Note No. 3. Pattonsburg, Mo, Oct. 16th, 1915.
\$1000.00

One year after date, we, or either of us, as principal promise to pay to the order of John U. Waters One Thousand Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 7% per cent per annum, from date, and all interest not paid annually, to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest of this note, and the time may be extended with notice to endorsers.

Interest from Oct. 16-1915-to May 3-1923 at 7% \$658.15

Note No. 4. Pattonsburg, Mo, March 3rd, 1919.
\$93.00

Six months after date, we, or either of us, as principal, promise to pay to the order of John Waters Ninety-three Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 8 per cent per annum from date and all interest not paid annually, to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest of this note, and time may be extended without notice to endorser.

Ada M. Royston,

Interest from Mch 3, 1919 to May 5-1923, \$35.19.

Note No. 5. Pattonsburg, Mo, Sept. 5th, 1916.
\$170.00

One year after date, we, or either of us, as principal promise to pay to the order of Ada M. Royston One Hundred and Seventy Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 8 per cent per annum from date, and all interest not paid annually, to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest of this note, and the time may be extended without notice to endorsers.

Miss. G. M. Johnson,
P. M. Johnson,

With credit of \$70.00 made Mch 13, 1917, Original amt. of Principal \$170.00 Principal balance \$100.00, Interest from Sept 5, 1916, to May 5th, 1923. \$71.47

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said total sum of \$3023.02 be allowed and adjudged against said estate with interest on the above notes as stated, thereon, and the same is by this order placed in class No. 5.

In the Probate Court Daviess Co, Missouri, May Adjourned Term, June 7th, 1923.

In-re of the Estate of Ada M. Royston, Dec 'd.) Demand Allowed.

Comes now Corlia Meadows and presents an account against said estate in the total sum of (\$381.40), the same being founded upon a note the following of which is a copy.
\$300.00.

Pattonsburg, Mo, Jan. 18th, 1917.

One year after date, we, or either of us, as principal, promise to pay to the order of Corlia Meadows Three Hundred Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 8 per cent, per annum from date, and all interest not paid annually, to become as principal, and bear the same rate of interest, The signers and endorsers each waive demand, notice and protest of this note, and the time may be extended without notice to endorsers.

Ada M. Royston,
Geo. N. Groomer,

Int. for 3 yrs. 1 mo. 15 days,

\$81.40.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$381.40) be allowed and adjudged against said estate with interest at the rate of 8% beginning after the three yrs. 1 mo. and 15 days has elapsed on said note, and the same is by this order placed in class No. 5.

In-re of the Estate of LeRoy Doak, Dec'd.) Final Settlement and Distribution and Discharge.

Now comes Harray A. Doak, Administrator of the Estate of said Dec'd, and exhibits his accounts and vouchers duly verified by affidavit, for the final settlement of his administration of said estate, together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement.

Upon examination whereof, the court finds that after having paid all the debts due and owing by said estate, there is remaining in the hands of said Administrator the sum of \$159.88, for distribution the sum of (\$159.88. Whereupon the court orders that said settlement be approved and recorded and that said Administrator distribute the said sum of (\$159.88) to the following named Guardian, Creola A. Doak, Guardian of Grace Doak, ^{the only} minor heir of LeRoy Doak, Dec'd, the sum of \$159.88). Whereupon the court orders that said settlement be approved and recorded and that said Administrator with his bondsman be by this order fully and finally discharged as such.

It is ordered that Court Adjourn Till June 8th, 1923.

E. G. Knight
Judge & Clerk of Probate Court

In the Probate Court Daviess County, Missouri, June 8th, 1923, May Adjourned Term, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, Missouri, and E. G. Knight, Judge and Ex-officio Clerk of Probate Court when the following proceedings were had and made and entered of record therein, to-wit:-

In-re of the Estate of Asa Lindsey, Dec'd.) Application for Order to Sell at Private Sale.

G. D. Harris, Executor of the Last Will and Testament and of the Estate of Asa Lindsey, Dec'd, shows to the court that the interest of said estate requires that one iron wheel-wagon, and bed, two brood sows at \$15.00, 8 pigs, one 14" walking plow, one two-horse harrow, one post augur, 3 doz. hens, 1 doz roosters, 25 bushels corn, two ponies and saddle, one set harness, household goods, belonging to said estate, should be sold at private sale. He therefore asks an order permitting him to sell the same at private sale.

G. D. Harris,
Executor of the Last Will and Testament of
Asa Lindsey, Dec'd,

Sworn to and subscribed before me, this 8th. day of June, 1923.

E. G. Knight,
Judge and Ex-officio Clerk of the Probate
Court.

(SEAL)

In the matter of the Estate of Asa Lindsey, Dec'd.) Order for Private Sale.

G. D. Harris, Executor of the Last Will and Testament and of the Estate of Asa Lindsey, Dec'd, shows to the court that the interest of said estate requires that he should have a private sale, and G. D. Harris, Executor of said Estate files his written application for permission to sell one iron wheel-wagon, and bed, two brood sows, 8 pigs, one 14" walking plow one two horse harrow, one post augur, 3 doz hens, 1 doz roosters, 25 bushels corn, two ponies and saddle, one set harness, household goods, belonging to said estate at private sale, and the court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interested therein, to sell the same at such sale, it is ordered that said Executor sell said property at private sale for not less than its appraised value, for cash in hand, and that he report the same to this court.

In-re of the Estate of John T. Wade, Dec'd) Proof of Will.

On this day comes Milo B. Wade and produces to the Court an instrument in writing purporting to be the last will and testament of John T. Wade, Dec'd, and attested by R. E. Maupin and Curtman Maupin as witnesses and that said Milo B. Wade prays that said instrument in writing be proved and admitted to record as the last will and testament of the said John T. Wade, Dec'd, And it being shown by satisfactory evidence that said John T. Wade, late of the County of Daviess, died on the 29th. day of May, 1923. the court proceeded to hear the proof of the execution and publication of said instrument as his last will.

And thereupon comes R. E. Maupin and Curtman Maupin, attesting witnesses, who being first duly sworn say respectively that they were present at the execution of said will and saw the said John T. Wade sign said instrument in writing and heard him declare the same to be his last will and testament, that they subscribed their names as witnesses thereto, at the request of the said John T. Wade, and in the presence of each other, and that the said John T. Wade was then of sound and disposing mind and memory, to the best of their knowledge and belief, and the testimony of said witnesses was reduced to writing, and signed by them respectively.

And the court being sufficiently advised by the evidence of said witnesses of the proper and legal execution of said will, it is ordered and adjudged by the court that said instrument in writing be considered proved and the same is established and adjudged to be the last will and testament of the said John T. Wade, late of said County, Dec'd, and that it be admitted to record as such.

Judgment Establishing Will. In The Probate Court:-

State of Missouri,) ss.
County of Daviess,)

Be it remembered that heretofore, to-wit, on the 8th day of June, A. D., 1923, at an adjourned term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 8th day of June, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:
In the matter of the Estate of) Judgment Establishing Will:
John T. Wade, deceased.)

It being shown to the Court now here, at an adjourned term of this Court, to-wit: On the 8th day of June, 1923, an instrument of writing purporting to be the last will and testament of John T. Wade, deceased, and attested by R. E. Maupin and Curtman Maupin as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record as the last will of said John T. Wade, deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of R. E. Maupin and Curtman Maupin said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 8th day of June, 1923.

And the Court having inspected said will, and seen and heard the testimony of R. E. Maupin and Curtman Maupin the attesting witnesses so taken at an adjourned term of this court as to the execution of said will, and being sufficiently advised:-It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said John T. Wade, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk of Probate Court in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

It is ordered that Court adjourn until June 13th, 1923.

E. G. Knight
Judge and Ex-officio Clerk of Probate Court.

In the Probate Court Daviess County, Missouri, May Adjourned Term, June 13th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, Missouri and E. G. Knight, Judge and Ex-officio Clerk of Probate Court when the following proceedings were had and made and entered of record therein, to-wit:

In the matter of the estate of John T. Wade, Dec'd.) Grant of Letters Testamentary.
Comes now Milo B. Wade, and applies to the Court for Letters Testamentary on the estate of John T. Wade, Dec'd, and having filed his affidavit as required by law, showing that the said John T. Wade departed this life 29th. day of May, 1923, testate, and was at the time a resident of Daviess County, Missouri, leaving the following heirs at law, residing as follows, to-wit:-

Allen F. Wade,	Son,	Jameson, Missouri.
Armelda E. Wade McCandless,	Daughter,	Nampa Idaho, Route 5
Hiram S. Wade,	Son,	Moseley, Oklahoma.
Cynthia A. Wade Geddes,	Daughter,	136 Gretstone Aven, Kansas.
George C. Wade,	Son,	Coffey, Mo.
Milo B. Wade,	Son,	Pattonsburg, Mo. R. 4.
Elmer E. Wade,	Son,	Creston, Iowa.
Elvira E. McKeeman,	Daughter,	Shannon City, Iowa.
Bessie E. Reed, Daughter,	Daughter,	Kansas City, 28-50 Sumity St.

and stating that he will make a perfect inventory and appraisement of and faithfully administer all the estate of the deceased, and pay the debts as far as the assets will extend and law direct, and account for and pay over all assets which shall come to his possession or knowledge. And it appearing to the court that the last will and testament of the said John T. Wade, Dec'd, hath in due form of law been exhibited, proved and recorded in the office of the Probate Court, and that Milo B. Wade was appointed Executor thereof, to execute the same without bond. It is therefore ordered that letters testamentary on the estate of John T. Wade, Dec'd, be granted to the said Milo B. Wade and that he be not required to give bond for the same. It is further ordered that Harve Ballard, Grate Robbins, and C. W. Githens be and they are hereby appointed witnesses and appraisers to assist said Executor in examining papers, moneys and other property and in making inventory and appraisement in said estate of both real and personal property.

In-re of the Estate of John T. Wade, Dec'd.) Demand Allowed.

Comes now E. J. Bennum and presents and account against said estate in the sum total of (\$226.00) Dollars, the same being founded upon a claim for Casket, \$225.00 and Boards for box (\$1.00) Dollars. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$226.00) Dollars be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class No. 1.

In-re of the Estate of John T. Wade, Dec'd.) Demand Allowed.

Comes now J. B. Handy and presents an account against said estate in the sum total of \$33.25, the same being founded upon a claim for one suit clothes, \$30.00 and shirt, \$2.50, Tie, 50 cents, 1 pair hose, \$.25 cents, \$3.25. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$33.25) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Alonzo Hankins, Dec'd.) Demand Allowed.

Comes now The Pattonsburg Furniture and Und. Co, and presents an account against said estate the same being founded upon a claim as follows:- Casket, \$175.00, Burial Robe, \$30.00, Shirt and tie, \$2.50, Shoes, \$2.50, Embalming of body \$15.00, Three cars for family \$27.00, Use of hearse, \$10.00, Flowers, \$15.00, Opening grave, \$10.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$287.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 1.

In-te of the Estate of John T. Wade, Dec'd.) Demand Allowed.

Comes now Frank A. Tinney and presents an account against said estate the same being founded upon a claim for preaching the funeral of John T. Wade, Dec'd, in the total sum of (\$15.00) And service of notice being waived in writing and affidavit and proof being made it is ordered by the court that the said total sum of (\$15.00) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 1.

In-re of the Estate of Mrs. Martha C. Pate, Dec'd.) Demand Allowed.

Comes now Dr. R. V. Thompson and presents an account against said estate in the total sum of (\$20.00,) the same being founded upon a claim To Consultation with Dr. Foster. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above stated total sum of (\$20.00) Dollars be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 2.

In the Probate Court Daviess County, Missouri, May Adjourned Term, June 13th, 1923.

In-re of the Estate of John T. Wade, Dec'd.) Application for an Order to Sell Personal Property.

Now comes Milo B. Wade, Executor of the Last Will and Testament and of the Estate of John T. Wade, Dec'd, and shows to the court that the interest of said estate requires that about 300 hundred bushels of corn and one horse, age 16 yrs. belonging to said estate should be sold at private sale. He therefore asks for an order permitting him to sell the same at private sale.

Milo B. Wade,
Executor of the Last Will and Testament and of the
Estate of Jno. T. Wade, Dec'd.

Subscribed and sworn to before me, this 13th. day of June, 1923.

E. G. Knight,

(SEAL)

Judge and Ex-officio Clerk of the Probate Court.

In the matter of the estate of John T. Wade, Dec'd.) Order for Private Sale.

Now comes Milo B. Wade, Executor of the Last Will and Testament and of the Estate of John T. Wade, Dec'd, and files his written application for permission to sell about 300 hundred bushels of corn, and one horse, age 16 yrs. belonging to said estate at private sale, and the court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interested therein, to sell the same at such sale, it is ordered that said Executor-----sell said property at private sale for not less than its appraised value, for cash in hand, and that he report the same to this court.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes J. E. Woodmansee, Treasure of Richard and Conover Hardware Co and presents an account against said estate in the total sum of (\$33.05), the same being founded upon a claim for mdse. bought by deceased during her life time. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of (\$33.05) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and the same is by this order placed in class n. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Phebe Burton and presents an account against said estate in the total sum of \$75.95, the same being founded upon a claim as a note, as the following of which is a copy: Pattons burg, Mo, Aug. 24th, 1920.

One year after date, we, or either of us, as principals, promise to pay to the order of Phebe Burton One Hundred and ten Dollars for value received, payable at the Pattonsburg Savings Bank, with interest at the rate of 8 per cent per annum from date, and all interest not paid annually, to become as principal, and bear the same rate of interest. The signer and endorsers each waive demand, notice and protest of this note, and time may be extended without notice to endorsers.

with credit of \$50.00 as principal made 2/28/1921 leaving) Ada M. Royston,
balance principal \$60.00 Int from date of Note to 6/9/1923) \$15.95.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above stated sum of \$75.95 be allowed and adjudged against said estate with interest at the rate of 8% from June 9th, 1923, and the same is by this order placed in class No. 5.

In the matter of the demand presented against the estate of John T. Wade,) Application of
Deceased by Milo B. Wade, Executor of the last will and Testament of the) Administrator
Estate of John T. Wade, Deceased) Pendente lite.

Now at this day comes Charles W. Githens and asks and prays the Probate Court to appoint him as administrator pendente lite during the pendency of the demand of Milo B. Wade, Executor, of the last will and testament and of the estate of John T. Wade, deceased.

And the court having heard the evidence in relation thereto and believing that it is necessary to appoint such administrator.

It is therefore ordered by the court that Charles W. Githens be appointed as administrator pendente lite in the hearing of this claim.

In-re of the estate of John T. Wade, Deceased) Demand Allowed.

Now comes Milo B. Wade and presents and account against said estate in the total sum of Thirty five (\$35.00) Dollars, the same being founded upon a claim for Dr. bill J. D. Dunham \$15.00; Bedding \$7.00 Medicines \$6.00; Dr. J. A. Burch M. D. \$7.00.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above stated sum of Thirty Five (\$35.00) Dollars, be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance, and is by this order placed in class No. 2.

In the Probate Court Daviess County, Missouri, May Adjourned Term, 1923, June 13th, 1923

In-re of the Estate of John D. Nighswonger, An Incompetent Person,) Demand presented for
C. D. Nighswonger, Plaintiff vs. N. G. Cruzen, Defendant. allowance.

Now comes C. D. Nighswonger, claimant and presents to the court for allowance against estate of John D. Nighswonger, An Incompetent Person a demand in the sum of \$324.00, the same being founded upon a claim for a note, the following of which is a copy:-

Jamesport, Mo, Oct. 20th, 1920.

One year after date, we promise to pay to the order of. C. D. Nighswonger, Three Hundred Dollars, \$300.00, for value received, payable at the Commercial Bank, Jamesport, Missouri, without interest if paid when due, otherwise with eight per cent interest per annum from date, and if not paid annually, interest to become part of the principal and bear the same rate of interest. The makers hereof and the endorsers hereon waive demand, notice and protest.

Oct. 20th, 1921.

John D. Nighswonger,

The same being due said claimant.

And it appearing from the notive that N. G. Cruzen, Guardian of John D. Nighswonger, An Incompetent Person, has been duly notified of the presentation of said demand to the court for allowance against said estate. And the court having heard the evidence in relation thereto taken from father and mother of John D. Nighswonger, An Incompetent Person, which said evidence was adduced by the claimant in proof of his demand, all of said evidence being under oath. And the court having heard the evidence in relation, does therefore order that said claim be allowed and adjudged against said estate with interest from Oct. 20th, 1921 at the rate of 8% thereon, and the same is by this order placed in class No. 5.

In the Matter of the Estate of Manley Poe Razy, Dec'd.) Demand Presented for allowance.
Dudley, Selby and Brandom, Plaintiff, vs. Beulah Razy, Admrx.
Defendant.

Now comes Dudley, Selby and Brandom, claimants and presents to the court for allowance against estate of Manley Poe Razy, Dec'd, a demand in the sum of \$200.00, the same being founded upon a claim for legal services rendered in connection with controversies between his mother and himself over the land in which they were jointly interested and in bringing the suit for partition, admeasurement of dower etc. and trying the same in the Circuit Court of Daviess County, Missouri, including all legal services rendered to and for the benefit of said Manley Poe Razy up to this date. And it appearing from the notive that Beulah Razy, Administratrix of Manley Poe Razy, Dec'd, has been duly notified of the presentation of said demand to the court for allowance against said estate. And the court having heard the evidence in relation thereto taken from Lewis-Gillihan, which said evidence was adduced by the claimants in proof of his demand, all of said evidence being under oath. And the court having heard the evidence in relation, does therefore order that said claim be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the estate of George S. Downend) Final Receipts Filed.

Now comes Lucy C. Downend, Executrix of the last will and testament of the estate of George S. Downend, deceased, and in open court and files the receipts of Carrie E. Newman, Hattie L. Shoemaker and Lucy C. Downend, she the only residuary legatee named in the last will and testament of George S. Downend, deceased, and presents receipts in full of all balance due said legatees, and said Executrix with her bondsman is hereby finally discharged as such.

In the matter of the Estate of Mary D. Poe, Deceased) Ord. of Partial Distribution.

Now at this day comes W. T. Siple, administrator with will annexed of the estate of Mary D. Poe, Dec'd and prays the Court to make an order of partial distribution of the household goods, carriage, clothing, furniture, bedding, live stock on the farm of said Dec'd now in his hands as such administrator with will annexed of the said estate, and he further represents and shows to the court that above property just mentioned, and said property is a legacy given to Ollie Poe under the last will and Testament of said Deceased; W. T. Siple Administrator with will annexed shows to the court that said estate has been in course of administration for more than six months which complies with the laws of the State of Missouri to distribute same upon the conditions that that property is perishable which has been shown to the Probate Court, of Daviess County, Missouri.

And the court having heard the evidence in relation thereto and believing that such order should be made; does therefore order said administrator with will annexed to distribute to Ollie Poe, household goods, carriage, clothing furniture, bedding, live stock on the farm and take a receipt therefore from Ollie Poe legatee and file same with final settlement.

It is ordered that court adjourn until June 16th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

In the Probate Court Daviess County Missouri, May Adj. Term, June 15th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, Missouri, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court when the following proceedings were had and made and entered of record therein, to-wit:-

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The VocalstyleMusic Company and presents an account in the total sum of (\$22.19), the same being founded upon a claim for music rolls bought for player piano during dec'd life time. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the total sum of (\$22.19) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The Hobart M. Cable Company, LaPorte Indiana and presents an account against said estate in the sum total of (\$2862.23), the same being founded upon a claim for balance due on account as follows:- Sept. 3. 1921, Draft, \$199.02, Oct. 26th, 1921, Exchange and Discount, \$23.53, Oct. 31st, Draft, \$267.45, Nov. 4th, Exchange and Discount, \$6.82, Nov. 23, Draft, \$171.14, Nov. 26th Exchange and discount \$9.47, Dec. 6th, Draft \$171.14, Dec 19th 36 ivory heads, \$3.96, Dec. 19th, Glue and postate, .74 cents, Jan 6th, Draft \$199.01, March 2nd, Draft \$784.46, M r. 23rd, Exchange and Discount \$6.51, March 23rd, \$6.77, March 23rd, Exchange and Dis. count \$5.95, March 23rd, Exchange and Discount \$7.02, March 23rd, Exchange and Discount \$262.75, April 20th, Note due 3.31 and int. 95 cents, May 13th, Draft \$268.00, May 17th, Exchange and Discount \$5.37, May 24th, Draft, \$268.00, June 27th, 4 Road Sign \$60.00, Sept. 10th, Draft, \$305.25, Oct 14th, Draft, \$268.00, Interest to present date on entire account \$145.92, May Customer's Paper, \$750.00, Accrued Interest \$60.00, making a total sum of \$4267.23, Credits on same, 1922, October 9th, Customer's paper, \$1395.00, Balance due \$2862.23. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of \$2862.23 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes N. G. Ellis and presents an account against said estate in the total sum of (\$152.45, the same being founded upon an account forburial as follows:- Vault \$100.00, Embalming post-mortem, \$7.00, Services, \$10.00, Telephone .45, Hearse, H. A. Hope, Demand separately, Delivering Vault, \$6.00, Mailing and delivering notices \$1.00, Trenton sprays flowers \$5.00, Opening grave and car \$9.50, Lining Grave \$3.50, Wreath of flowers \$10.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of (\$152.45) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 1.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Tommy Burton and presents an account against said estate in the total sum of \$349.92, the same being founded upon an account for a note as follows:-
\$349.92 Pattonsburg, Mo, Aug. 1st, 1919.
One year after date we promise to pay to Thos. O. Burton or order, Three Hundred Forty-nine and 92/100 Dollars, for valued received, with interest from date at the rate of eight per cent, per annum; and if interest be not paid annually to become as principal and bear the same rate of interest. The signers and endorsers each waive demand notice and protest, and that the time may be extended without notice. Payable at Daviess County Bank, Pattonsburg Mo.

Due Aug. 1st, 1920.

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of \$349.92 be allowed and adjudged against said estate with interest at the rate of 8% from date of note and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Tommy Burton and presents an account against said estate in the total sum of \$1,000.00, the same being founded upon an account for a note as follows:-
\$1,000.00, Pattonsburg, Mo, Feb. 21, 1919, One year after date we promise to pay Tommy-Burton or order, One Thousand Dollars, for valued received, with interest from date at the rate of eight per cent per annum; and if interest be not paid annually to become as principal and bear the same rate of interest. The signers and endorsers each waive demand notice and protest, and that the time may be extended without notice. Payable at Daviess County Bank, Pattonsburg, Mo.

Ada M. Royston,
Lucille D. Royston,

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of \$1,000.00 be allowed and adjudged against said estate with interest at the rate of 8% from date of note and the same is by this order placed in class No. 5.

In the Probate Court Daviess County, Missouri, May Adjourned Term, June 15th, 1923.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

J. A. Burtch comes and presents an account in the total sum of \$40.80, the same being founded upon an account, or for balance due on an account for gasoline and repairs on and for automobile and drive to county. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the total sum of \$40.80 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes The Chamberlin Metal Weather Strip Co and presents an account in the total sum of (\$150.00, the same being founded upon an account or balance due on account for installing Chamberlin Equipment as Agreed at Hotel in Pattonsburg, Mo, -Royston Hotel. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of \$150.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes O. P. Meadows, and presents an account against said estate in the total sum of Six (\$6.00) Dollars, the same being founded upon a claim for service fee for cattle. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of (\$6.00) Dollars be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Ada M. Royston, Dec'd.) Demand Allowed.

Now comes Fore's Grocery and presents an account against said estate in the total sum of (\$3.65, the same being founded upon a claim for 6 gal gasoline, \$1.50, cylinder oil .15 cents 2 spark plugs, \$1.50, 4 cock eyes. 40 cents glue, .10. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of (\$3.65) be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

In-re of the Estate of Lillian Reager, Dec'd.) Demand Allowed.

Now comes Dr. L.R. Doolin and presents an account against said estate in the total sum of \$21.50 the same being founded upon a claim for medical attention during last sickness Attend 5 hours \$10.00; 5 visits \$7.50; 2 visits \$4.00; And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the above total sum of \$21.50, be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same is by this order placed in class No. 5.

It is ordered that Court Adjourn Until June 28th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

In the Probate Court Daviess County, Missouri, May Adj. Term, June 28th, 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess Co, Mo and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court Daviess Co, Mo, when the following proceedings were had and made and entered of record therein, to-wit:-

In-re of the Estate of Lillian Reager, Dec'd.) Demand Allowed.

Now comes W. H. Etter Dry Goods Co and presents an account against said estate in the total sum of \$271.79, the same being founded upon a note, the following of which is a copy:-
\$271.79 Gallatin, Mo, July 28th, 1922.

Twelve Months after date, I promise to pay to the order of W. H. Etter D. G. Co Two Hundred Seventy One 79/100 Dollars for value received, payable at the banking house of the First National Bank, at Gallatin, Missouri, with---- per cent interest per annum from----- and if the interest is not paid annually to become part of the principal and bear the same rate of interest, with interest from date if not paid when due, at rate of eight per cent per annum, and we further agree to pay ten per cent attorney's fee if this note is collected by suit.

Lillian Reager,
\$97.91 has been paid on said above note described, leaving a balance of \$173.88 unpaid. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the court that the said sum of \$173.88 be allowed and adjudged against said estate with interest at the rate of 8% thereon, and the same is by this order placed in class No. 5.

State of Missouri,) ss. Affidavit of Appraisers.
County of Daviess,) Appraisement of Real Estate of Minor.

This is to Certify that J. H. Gillespie, R. B. Adcock and G. W. Johnson on their oath say that they are not interested, nor of kin to any person interested, in the Estate of Woody Feurt a minor (and Clyde Feurt an adult) Minor under the age of 21 years of Daviess County, Missouri, and that they will, to the best of their ability. Appraise the Real Estate of the said Woody Feurt to them produced by Lewis B. Gillihan, Guardian of said Minor. Sworn to and subscribed before me at Jameson this 25th day of May, A. D. 1923.

J. H. Gillespie,
R. B. Adcock,
G. W. Johnson, Appraisers.

Appraisement.

Appraisement of all the Real Estate belonging to the Estate of Woody Feurt, Minor under the age of 21 years, of Daviess County, Missouri, produced before the undersigned J. H. Gillespie, R. B. Adcock and G. W. Johnson, Appraisers, duly qualified, this 25th. day of May, A. D. 1923, by Lewis B. Gillihan, Guardian of said Minor.

Description of Property.

The south half of Lot Nine (9) and all of Lot Thirteen (13) and the North half of Lot Fourteen (14) all, in Block twenty Four (24) in the town of Jameson, Daviess County, Missouri, and we do, appraise the same at the price of \$1200.

Total Amount of Appraisement, \$1200.

We, the undersigned Appraisers, certify the above to be a full and fair appraisement of the Real Estate of the Estate of Woody Feurt a minor and Clyde Feurt an adult Minor, as produced before us by Lewis B. Gillihan Guardian of said Minor.

Given under our hands this 25th. day of May A. D. 1923.

J. H. Gillespie,
R. B. Adcock,
G. W. Johnson, Appraisers.

Filed May 26th, 1923. Recorded in Book No. 11, Page 149,

E. G. Knight,
Judge and Ex-officio Clerk of Probate Court.

In the matter of the estate of Woody Feurt, a Minor.

Guardians report of purchase of real estate for a minor.

Comes now Lewis B. Gillihan Guardian and Curator of the person and estate of Woody Feurt, a Minor and reports to this court:

That in obedience to the order of this court made at its May 1923 term of this court, directing him to purchase at private purchase the real estate in said order described as follows:-

The south half of Lot Nine (9) and all of Lot Thirteen (13) and the North half of Lot Fourteen (14) all in Block Twenty four (24) in the city of Jameson, Daviess County, Missouri, and that I did on the 25th. day of May, 1923, first having had the said real estate duly appraised by J. H. Gillespie, R. B. Adcock and G. W. Johnson three disinterested householders of said Daviess County, Missouri, they having been first duly sworn as appears by the affidavit of said appraisers and their certificate of appraisement herewith filed and marked Exhibit "A" purchase the undivided one half of said real estate belonging to said Clyde Feurt as above described.

And the said Guardian has paid to the said Clyde Feurt the purchase price of said real estate to-wit: Five hundred and fifty Dollars and the said Clyde Feurt joined with his wife have executed acknowledge and delivered to the said Lewis B. Gillihan Guardian as aforesaid a deed to said real estate, in the name of the said Woody Feurt, as required by said order of purchase.

Said Guardian therefore prays the court to approve said purchase of said real estate.

And I certify that said real estate was purchased for not more than its appraised value in fact less that its appraised value.

All of which is respectfully submitted for approval.

Lewis B. Gillihan Guardian.

State of Missouri,) ss:
County of Daviess,)

Lewis B. Gillihan guardian as aforesaid being duly sworn upon his oath says that he did not directly or indirectly purchase said real estate or any part thereof or any interest therein and that he is not interested in the property purchased except as stated in said report of purchase.

Lewis B. Gillihan,

Subscribed and sworn to before me this 26th. day of May, 1923.

(SEAL) Filed May 26th, 1923.

E. G. Knight, Judge and Ex-officio Clerk of Probate

In the Probate Court Daviess County Missouri, May Adjourned Term, June 28th, 1923.

Appraisement Of Real Estate of Minors.

We, W. T. Hutchison, Geo. E. Spivey, W. T. McClure hereby certify that on the 31st. day of May, 1923, being first duly qualified as appraisers as shown by our affidavit hereto attached, and made a part of this appraisement, we viewed and inspected for the purpose of appraisement the following described real estate, produced and shown to us by Ida L. Lasher, Guardian and Curator of the persons and estates of Julia Blanche Lasher and Russell W. Lasher, minors to-wit:

The Southeast quarter of the Southeast quarter of Section Eight (8) and the Southwest quarter of the Southwest quarter of Section Nine (9); and the North half of the Northeast quarter of the Northeast quarter, and all of the Northwest quarter of the Northeast quarter of Section Seventeen (17), all in Township Sixty (60) of Range Twenty-six (26), containing in all One hundred and forty (140) acres, more or less, and all situate, lying and being in the County of Daviess and State of Missouri, subject to a mortgage securing the payment of \$3500.00 against said real estate.

And having fully inspected and viewed said land, we appraise the same to be of the value of Fourteen Thousand Dollars, and the interest of each of said minors therein, being each an undivided one-seventh thereof, to be of the value of Two Thousand Dollars.

And we further certify that the above to be a full, and fair appraisement of the real estate of the estates of the said Julia Blanche Lasher and Russell W. Lasher, minors as produced and shown to us by Ida L. Lasher, Guardian and Curators of the persons and estates of said minors.

Given under our hands this 31st. day of May, 1923.

W. T. Hutchison,
Geo. E. Spivey,
W. T. McClure, Appraisers.

Affidavit of Appraisement.

STATE OF MISSOURI,)
) SS:
COUNTY OF DAVIESS,)

This is to certify that, we W. T. Hutchison, Geo. E. Spivey and W. T. McClure being duly sworn upon our oaths do each say that we are respectively house-holders of the county of Daviess, in the State of Missouri, that we are not interested nor of kin to any person interested in the estates of Julia Blanche Lasher and Russell W. Lasher, minors, and that we will according to the best of our abilities, view and appraise the real estate of said Julia Blanche Lasher and Russell W. Lasher minors, to us produced and shown by Ida L. Lasher, Guardian and Curator of the persons and estates of said minors.

W. T. Hutchison

Geo. E. Spivey

W. T. McClure

The above affidavit was subscribed and sworn to before me this the 31st day of May, 1923, by the said W. T. Hutchison, Geo. E. Spivey and W. T. McClure

My Commission expires 3-29-26
(Seal)

C. A. Lewis
Notary Public in and for Daviess County, Mo.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI.

State of Missouri,)
County of Daviess,) SS.

GUARDIAN'S REPORT OF PRIVATE SALE OF REAL ESTATE.

Ida L. Lasher, Guardian and Curator of the persons and estates of Julia Blanche Lasher and Russell W. Lasher, minors, comes and reports to this Court; that, in obedience to the order of this Court, made at its May Term A. D. 1923, directing her to sell at private sale the real estate, situate, lying and being in the County of Daviess and State of Missouri, and in said order described as follows, to-wit:

The Southeast quarter of the Southeast quarter of Section Eight (8), and the Southwest quarter of the Southwest quarter of Section Nine (9), and the North half of the Northeast quarter of the Northeast quarter, and all of the Northwest quarter of the Northeast quarter of Section Seventeen (17), all in Township Sixty (60) of Range Twenty-six (26), containing in all one hundred forty (140) acres, more or less.

She did on the 31st day of May A. D. 1923 (having first had the same duly appraised by W. T. Hutchison, Geo. E. Spivey and W. T. McClure three disinterested householders of said the said county, they having first been duly sworn as appears by the affidavit of said appraisers and their certificate of appraisement herewith filed marked "exhibit A") sell the real estate as hereinbefore and in said order described, all to Everett Fisher for the sum of Four Thousand Dollars.

And the said Everett Fisher has fully complied with the terms of said sale, and has paid me the said sum of Four Thousand dollars in cash, as required by said order of sale; and I further certify that said real estate was sold for not less than three fourths of its appraised value.

All of which is respectfully submitted. Ida L. Lasher
Guardian and Curator of the persons and estates
Julia Blanche Lasher and Russell W. Lasher, minors.

STATE OF MISSOURI,)
) SS:
COUNTY OF DAVIESS,)

Ida L. Lasher being duly sworn upon her oath says that she did not directly or indirectly purchase said real estate or any part thereof, or any interest therein, and that she is not interested in the property sold except as stated in the above report.

Ida Lasher.

CONTINUED ON NEXT PAGE

IN THE PROBATE COURT OF DAVIESS COUNTY MISSOURI, MAY ADJ. TERM, June 28th 1923.

Subscribed and sworn to before me this the 31st day of May, 1923.
My commission expires 3-29-26.

(Notary Seal)

C. A. Lewis
Notary Public, in and for County of Daviess,
State of Missouri.

In the matter of the estates of Julia Blanche Lasher and)
Russell W. Lasher, minors.) ORDER CONFIRMING SALE.
Ida L. Lasher, Guardian and Curator of the persons and)
estates of said minors.)

Now comes Ida L. Lasher, Guardian and Curator of the persons and estates of Julia Blanche Lasher and Russell W. Lasher, minors, and submits to the Court her report of sale of the real estate of said minors, by which report it appears that she did on the 31st day of May 1923, in obedience to the order of this Court made at the May Term, 1923, thereof, sell at private sale to Everett Fisher for the sum of Four Thousand Dollars, the real estate in said order of Court and report, particularly described as follows:

The Southeast quarter of the Southeast quarter of Section Eight (8) and the Southwest quarter of the Southwest quarter of Section Nine (9), and the North half of the Northeast quarter of the Northeast quarter; and all of the Northwest quarter of the Northeast quarter of Section Seventeen (17) all in Township Sixty (60) of Range Twenty-six (26), containing in all one hundred forty (140) acres, more or less, all in Daviess County, Missouri.

And it appearing that said sale was legally and fairly conducted pursuant to the order of the Court, and in accordance with the Statutes, particularly under the regulation and conditions, subject to the provisions of Article 16, of Chapter 1, of the Revised Statutes of Missouri, of the year 1919, relating to the sale of real estate of Minors, It is therefore ordered by the Court that said sale be and the same is hereby approved and confirmed and the said Guardian and Curator of the persons and estates of Julia Blanche Lasher and Russell W. Lasher, minors is ordered to execute, acknowledge and deliver to the said Everett Fisher a deed in due form of law, conveying to the said Everett Fisher all the right, title and interest of the said Julia Blanche Lasher and Russell W. Lasher, minors, in and to all of said real estate hereinbefore described.

In-re of the Estate of Tilghman H. Morrison, Dec'd.) Grant of Letters of Administration
Bond filed and approved.

Now comes Alphon O. Morrison and Bertis H. Morrison and prays the court for letters of administration on the estate of Tilghman H. Morrison, Dec'd, and having filed their affidavit as required by law, showing that said Tilghman H. Morrison departed this life in Daviess Co, Missouri, on the 1st. day of June, 1923, intestate, leaving said Martha E. Morrison, Widow, Pattonsburg, Missouri, and the following children and heirs at law, residing as follows, to-wit:-

Alice I. Foxworthy,	Daughter,	Weathergy. Mo.
Martha E. Morrison,	Widow,	Pattonsburg, Mo.
Elwood C. Morrison,	Son,	St. Joseph, Mo.
Leonard E. Morrison,	Son,	Winston, Mo.
Alphon O. Morrison,	Son,	Winston, Mo.
Bertis H. Morrison,	Son,	Pattonsburg, Mo.
Ora M. Wright,	Niece,	Pattonsburg, Mo.

and stating that they will make a perfect inventory and appraisement and faithfully administer the estate, pay the debts as far as the assets will extend and law direct, and account for and pay over all assets which shall come to their knowledge or possession. And it appearing to the court that said Tilghman H. Morrison died possessed of property of the probable value of One Thousand (\$1,000.00) Dollars personal property and Eight Thousand (\$8,000.00) Dollars Real Estate, and that said Martha E. Morrison is the widow of said intestate and is competent and by law entitled to administer upon said estate, but she having waived, renounced and relinquished all right claim and preference which she had to administer upon said estate to Alphon O. Morrison and Bertis H. Morrison, Sons of said Dec'd, who are competent and by law entitled to administer upon said estate. It is ordered that letters of administration of the goods, chattels, credits, and effects of said deceased be issued to the said Alphon O. Morrison and Bertis H. Morrison and that they enter into a bond to the State of Missouri, in the sum of Fifteen Thousand (\$15,000.00) Dollars with two or more sufficient securities, residents of this county, conditioned according to law.

And now comes the said Alphon O. Morrison and Bertis H. Morrison and files their bond in the said sum of Fifteen Thousand (\$15,000.00) Dollars with Roy W. Wright and Enoch M. Foxworthy as sureties thereon, which is by the court accepted and approved.

It is further ordered by the court that M. V. Addy, S. C. Florman, Joe Williamson, be and they are hereby appointed witnesses and appraisers to assist said Administrators in opening and examining all papers, money and other property of said dec'd, both real and personal.

In the Probate Court Daviess County, Missouri, May Adj. Term, June 28th, 1923.

In-re of the Estate of Darwin W. Higby, Dec'd.) Proof of Will.

On this day comes Ear W. Manring and produces to the Court an instrument in writing purporting to be the last will and testament of Darwin W. Higby, Dec'd, and attested by Alfred Beall, Virgil H. Black and Elmer West as witnesses, and the said Earl W. Manring prays that said instrument in writing be proved and admitted to record as the last will and testament of the said Darwin W. Higby, Dec'd. And it being shown by satisfactory evidence that said Darwin W. Higby, late of the County of Daviess, died on or about the-----day of -----1923, the court proceeded to hear the proof of the execution and publication of said instrument as his last will.

And thereupon comes Alfred Beall, Virgil H. Black, and Elmer West, the subscribing witnesses who being duly sworn say respectively that they were present at the execution of said will and saw the said Darwin W. Higby, sign said instrument in writing and heard him declare the same to be his last will and testament, that they subscribed their names as witnesses thereto, at the request of the said Darwin W. Higby, and in the presence of each other, and that the said Darwin W. Higby, was then of sound and disposing mind and memory to the best of their knowledge and belief, and the testimony of said witnesses was reduced to writing, and signed by them respectively.

And the court being sufficiently advised by the evidence of said witnesses of the proper and legal execution of said will, it is ordered and adjudged by the court that said instrument in writing be considered proved and the same is established and adjudged to be the last will and testament of the said Darwin W. Higby, late of said County, deceased, and that it be admitted to record as such.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

In the Matter of the Estate of Darwin W. Higby, Dec'd.) Grant of Letters Testamentary Granted, Bond filed and accepted, and approved.

Now comes Earl W. Manring and applies to the court for Letters Testamentary on the Estate of Darwin W. Higby, Dec'd, and it appearing to the court that the last will and testament of said Darwin W. Higby was heretofore duly proved, and that the said Earl W. Manring was by said will appointed the Executor thereof by the said deceased, testator, and it appearing further that the said Earl W. Manring has made oath that he will make a true and perfect inventory and appraisement of all the goods, chattels, lands and tenements, rights and credits of the said testator according to law, pay the debts as far as the assets will extend and then the legacies contained in said last will, render just accounts and faithfully perform all things required by law, and that said estate is of the probable value of Two Thousand and Five Hundred (\$2,500.00) Dollars Personal Property and Ten Thousand (\$10,000.) Dollars Real Estate. Now therefore it is ordered that Letters Testamentary thereon be granted and issued to the said Earl W. Manring, and that he enter into bond to the State of Missouri, in the sum of Five Thousand (\$5,000.00) Dollars, with two or more sufficient securities residents of this County, conditioned according to law. And now comes the said Earl W. Manring and files his bond in the sum of Five Thousand (\$5,000.00) Dollars with Virgil H. Black and Alfred Beall as securities thereon, which is by the court now here approved.

It is further ordered that G. C. Bartlett, J. Z. Pennington and C. R. Norton be and they are hereby appointed as witnesses and appraisers to assist said Executor in opening and examining the papers, money and other property of the deceased, and in making an inventory and appraisement of the same, both real and personal.

E. G. Knight

Judge and Ex-officio Clerk of the Probate Court.

In-re of the Estate of Woody Feurt, a minor.) Order Approving Purchase Of Real Estate.

Now comes Lewis B. Gillihan, Guardian and Curator of Woody Feurt and files his report of purchase of the undivided one half interest described as follows:- The S. $\frac{1}{2}$ of lot Nine (9) and all of lot (13) and the North Half of Lot Fourteen (14) all in Blk (24) in the City of Jameson, Daviess County, Missouri, and it appearing to the court that said report of purchase has been on file more than ten days and that no objections have been filed thereto, and that said interest was purchased for more than three-fourths of the appraised value.

It is therefore ordered that said report of purchase be and the same is hereby approved and the said guardian is hereby ordered to pay the purchase money to-wit the sum of (\$550.00 to the said Clyde Feurt and accept a deed in due form for said one half interest.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

It is ordered that Court adjourn until July 9th, 1923.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.

IN THE PROBATE COURT OF DAVIESS, MISSOURI, MAY ADJ. TERM, JULY 9th., 1923.

Court met Pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff, of Daviess county and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court the following proceedings were had made and entered of record herein to-wit:-

In-re of the Estate of Simon Brady, Dec'd) Settlement Continued.

It is ordered that the settlement of Harry Brady, administrator of the Estate of Simon Brady, deceased due this term be continued until August Term, 1923/

In-re of the Estate of Carrie W. Baker, Dec'd) Settlement, Continued.

It is ordered that the settlement of Joseph R. Baker, Administrator of the estate of Carrie W. Baker, deceased due this term be continued until August Term, 1923.

In-re of the Estate of Luster Carter, et al minors) Settlement Continued.

It is ordered that the settlement of Lawrence E. Carter, Guardian and Curator of the persons and estates of Luster Carter et al minors, due this term be continued until August Term 1923.

In-re of the Estate of Malinda DeBord, Dec'd) Settlement Continued.

It is ordered that the Settlement of Joe M. McElvain, Administrator of the Estate of Malinda DeBord, Deceased due this term be continued until August Term, 1923.

In-re of the Estate of Jas. M. Everly, Dec'd) Settlement Continued.

It is ordered that the Settlement of John B. Everly, Executor of the estate of Jas. M. Everly, Deceased due this term be continued until August Term, 1923.

In-re of the Estate of Thomas A. Feurt, Dec'd) Settlement Continued.

It is ordered that the Settlement of Homer Feurt and Cort Feurt, Executors of the last will testament of Thomas A. Feurt deceased due this term be continued until August Term, 1923.

In-re of the Estate of George A. Broddus, Dec'd) Settlement Continued.

It is ordered that the Settlement of Lewis B. Gillihan, Administrator with will annexed in the estate of George A. Broddus, deceased due this term be continued until August Term, 1923.

In-re of the Estate of Ross C. Goodbar, Dec'd) Settlement Continued.

It is ordered that the Settlement of Millie E. Goodbar, Executrix of the Last will and testmant of Ross C. Goodbar, deceased due this term be continued until August Term, 1923.

In-re of the Estate of Nora B. and Laverne W. Harris, Minors) Settlement Continued.

It is ordered that the settlement of Zora Odessa Harris, Guardian and Curator of the Persons & estates Nora B. and Laverne W. Harris, Minors due this term be continued until August Term, 1923.

In-re of the estate of J. C. Johnson, Dec'd) Settlement Continued.

It is ordered that the settlement of Homer Feurt, Administrator of the estate of J. C. Johnson, deceased due this term be continued until August Term, 1923.

In-re of the Estate of Amanda Kuhns, Dec'd) Settlement Continued.

It is ordered that the Settlement of Virgil H. Black, Public Administrator and administrator of the Estate of Amanda Kuhns, Deceased due this term be continued until August Term, 1923.

In-re of the estate of Olin E., Rob. A. and May Blanche Kirkpatrick, minors) Settlement Continued.

It is ordered that the settlement of Homer Feurt, Guardian of the present estates of Olin E., Rob. A. and May Blanche Kirkpatrick, Minors due this term be continued until August Term, 1923.

In-re of the estate of Annie S. Knecht, Dec'd) Settlement Continued.

It is ordered that the settlement of Margaret J. Smith and Ella H. Frost, Administrators of the estate of Annie S. Knech, deceased due this term be continued until August Term, 1923.

In-re of the estate of Chloe Warren Lewis et al Minors.) Settlement Continued.

It is ordered that the settlement of M. E. Pangburn, Guardian and Curator of the persons and estates of Chloe Warren Lewis et al minors due this term be continued until August Term, 1923.

In-re of the estate of S. B. Lewis, Deceased) Settlement Continued.

It is ordered that the settlement of M. E. Pangburn, Administrator of the estate of S. B. Lewis, Dec'd due this term be continued until August Term, 1923.

In-re of the Estate of Alexander R. Mann, Dec'd) Settlement Continued.

It is ordered that the settlement of J. W. Mann, Administrator of the estate of Alexander R. Mann, Deceased due this term be continued until August Term, 1923.

In-re of the Estate of Warren McDaniel a minor) Settlement Continued.

It is ordered that the settlement of R. M. McDaniel, Guardian and Curator of the Person and estate Warren McDaniel a minor due this term be continued until August Term, 1923.

In-re of the estate of Uritta E. McDow, deceased) Settlement Continued.

It is ordered that the settlement of Chas. Henry, Executor of the last will and testament of Uritta E. McDow, Dec'd due this term be continued until August Term, 1923.

In-re of the estate of John Dorsey Nighswonger, Incompetent Person) Settlement Continued.

It is ordered that the settlement of N. G. Crutzen, Guardian of John Dorsey Nighswonger, Incompetent person due this term be continued until August Term, 1923.

In-re of the estate of David L. Oakes, a minor) Settlement Continued.

It is ordered that the settlement of Kizzie Oakes Curator of David L. Oakes a minor due this term be continued until August Term, 1923.

In-re of the estate of Melvin S. Pierce, et al Minors) Settlement Continued.

It is ordered that the settlement of Erma B. Pierce Guardian and Curator of the persons and estates Melvin S. Pierce et al minors due this term be continued until August Term 1923.

In-re of the Estate of H. A. Pilcher, Dec'd) Settlement Continued.

It is ordered that the settlement of Effie Pilcher, Administratrix de Bonus Non of the estate of H. A. Pilcher, Deceased due this term be continued until August Term, 1923.

In-re of the Estate of Minerva Ann Poe, Dec'd) Settlement Continued.

It is ordered that the settlement of J. E. and T. S. Wilson Administrators of the estate of Minerva Ann Poe, Deceased due this term be continued until August Term, 1923.

In-re of the Estate of M. V. Price, Dec'd) Settlement Continued.

It is ordered that the settlement of Delila A. Price, Executrix of the estate of M. V. Price Deceased due this term be continued until August Term, 1923.

In-re of the Estate of Goldia Mae Shaffer, Dec'd) Settlement Continued.

It is ordered that the settlement of Julia M. Shaffer & John H. Cutchall Administrators of the estate of Goldia Mae Shaffer, Deceased due this term be continued until August Term, 1923.

In-re of the Estate of Van Buren and Kenneth Wilkinson, minors) Settlement Continued.

It is ordered that the settlement of Dean H. Leopard Curator of Van Buren and Kenneth Wilkinson, minors due this term be continued until August Term, 1923.

In-re of the estate of Glenn Vandyke, a minor) Settlement Continued

It is ordered that the settlement of Lucy Vandyke, Guardian and Curator of the person and estate of Glenn Vandyke, a minor due this term be continued until August Term, 1923.

In-re of the estate of A. E. Knauer, Dec'd) Settlement Continued.

It is ordered that the settlement of Chas. L. Knauer, Executor of the last will and testament of A. E. Knauer, Deceased due this term be continued until August Term, 1923.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM, JULY, 9th., 1923.

In-re of the estate of Mary M. Doty, Deceased) Settlement Continued.

It is ordered that the settlement of Maud C. Graham, Executrix of the last will and testament of Mary M. Doty, deceased due this term be continued until August Term, 1923.

In-re of the estate of William R. Feurt, et al minors) Settlement Continued.

It is ordered that the settlement of Lewis B. Gillihan, Guardian and Curator of the persons and estates of William R. Feurt et al minors, due this settlement be continued until August Term, 1923.

In-re of the estate of Sarah Jane Griffith, Dec'd) Settlement Continued.

It is ordered that the settlement of Gallatin Trust Co. Administrators of the estate of Sarah Jane Griffith, deceased due this settlement be continued until August Term, 1923.

In-re of the estate of William B. Guthery, Dec'd) Settlement Continued.

It is ordered that the settlement of Homer Feurt, Administrator De Bonis Non of the Estate of William B. Guthery, deceased due this term be continued until August Term, 1923.

In-re of the estate of James A. Guthery, Incompetent person) Settlement Continued.

It is ordered that the settlement of Homer Feurt, Guardian and Curator for the person and estate of James A. Guthery, Incompetent Person due this settlement be continued until August Term, 1923.

In-re of the estate of Isreal Heath, deceased) Settlement Continued.

It is ordered that the settlement of Nevada Heath, Executrix of the last will and testament of Isreal Heath, deceased, due this settlement be continued until August Term, 1923.

In-re of the estate of Adah Hemry, Dec'd) Settlement Continued.

It is ordered that the settlement of Chas. Hemry, Administrator of the estate of Adah Hemry, Deceased due this term be continued until February Term, 1924.

In-re of the estate of Mary Charlene Hemry, a minor) Settlement Continued.

It is ordered that the settlement of Chas. Hemry, Guardian and Curator of the person and estate of Mary Charlene Hemry, a minor due this term be continued until February Term, 1924.

In-re of the estate of John E. Jenkins, Dec'd) Settlement Continued.

It is ordered that the settlement of Lewis B. Gillihan, Administrator of the estate of John E. Jenkins, Deceased due this term be continued until August Term, 1923.

In-re of the estate of Vetora V. and Levah L. Murphy, minors) Settlement Continued.

It is ordered that the settlement of Lewis B. Gillihan, Guardian and Curator of the persons and estates Vetora V. and Levah L. Murphy, minors, due this term be continued until August Term, 1923.

In-re of the estate of Manley Poe Razy, deceased) Settlement Continued.

It is ordered that the settlement of Beulah Razy, Administratrix of the estate of Manley Poe Razy, deceased due this term be continued until August Term, 1923.

In-re of the estate of Connie Wells, a minor) Settlement Continued.

It is ordered that the settlement of Icie Harris, Guardian and curator of the person and estate of Connie Wells, a minor due this term be continued until August Term 1923.

In-re of the estate of Annie Ellen Wilson, minor person) Settlement Continued.

It is ordered that the settlement of Annie Alice Wilson, Guardian and Curator of the person and estate of Annie Ellen Wilson, A minor, due this settlement be continued until August Term, 1923.

In-re of the estate of James William Henderson, Dec'd) Settlement Continued.

It is ordered that the settlement of Margeret R. Henderson, Administratrix of the estate of James William Henderson, Deceased due this settlement be continued until August term, 1923.

In-re of the estate of Charles F. Lake, Dec'd) Settlement Continued.

It is ordered that the settlement of Maggie M. Lake Administratrix with will annexed of the estate of Charles F. Lake, Dec'd due this settlement be continued until August term, 1923.

In-re of the estate of Mary F. Patterson, Dec'd) Settlement Continued.

It is ordered that the settlement of William R. Handy and W. T. Cooper Executors of last will
(Continued)

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM, JULY 9th., 1923.

and Testament of Mary F. Patterson, Dec'd due this term be continued until August term 1923.
In-re of the estate of Anna C. Long, Dec'd Demand Allowed.

Now comes Dr. P. L. Gardner and presents an account against said estate in the total sum of \$77.00 the same being founded for Dr. services in the sickness of John W. Long and Anna C. Long during life time of Dec'd. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$77.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 2.

In-re of the estate of Lillian Reager, Dec'd Demand Allowed.

Now comes H. Harfield Davis for D. H. Davis Drug Co. and presents an account against said estate in the sum and total of \$4.60 the same being founded upon a claim for drugs, furniture polish and etc., during dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the total sum of \$4.60 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of David Kemp, Dec'd Demand Allowed.

Now comes Dr. J. B. Graham and presents an account in the total sum of \$175. 50, against said estate, the same being founded upon a claim for medicine and visits during dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$175. 50 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 2.

In-re of the estate of Anna C. Long, Dec'd Demand Allowed.

Now comes H. Harfield Davis for D. H. Davis Drug Co. and presents an account against said estate in the sum and total of \$4.05 the same being founded upon a claim for drugs, tobacco and etc., during dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$4.05 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class no. 5.

In-re of the estate of Lillian Reager, Dec'd Demand Allowed.

Now comes Lester Downing ^{for R. R. Hynes & Sons, Store} and presents an account against said estate in the sum and total of \$12.75 the same being founded upon a claim for balance account during dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$12.75 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Francis L. Read, Dec'd Demand Allowed.

Now comes Harford and Etchison and presents an account against said estate in the sum and total of \$91.60 the same being, for repairing and painting barn. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$91.60 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Francis L. Read, Dec'd Demand Allowed.

Now comes Miner and Frees Lumber Co. and presents an account against said estate in the sum and total of \$77.78 the same being founded upon a claim for Lumber paint and etc. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$77.78 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Brice Gotschall, Dec'd Demand Allowed.

Now comes William J. Dix, and presents an account against said estate in the sum and total of \$13.60 the same being founded upon a claim for Drugs during dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$13.60 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Brice Gotschall, Dec'd Demand Allowed,

Now comes Dr. J. A. Murtch and presents an account against said estate in the sum and total of \$54.20 the same being founded upon a claim for professional services and medicine during Dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$54.20 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 2.

~~In-re of the estate of Brice Gotschall Dec'd Demand Allowed~~

Now

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM JULY 9th 1923.

In-re of the estate of Anna C. Long, Dec'd) Demand Allowed. ✓

Now comes J. F. Koch and presents an account against said estate in the sum and total \$11.00 the same being founded upon a claim for digging grave halling box and dressing Mr. Long. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$11.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Brice Gotschall, Dec'd) Demand Allowed.

Now comes ^{Dr.} E. U. Shackelford and presents an account against said estate in the sum and total of \$75.50 the same being founded upon a claim for official services as doctoring Mr. Brice Gotschall, dec'd. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$75.50 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 2.

In-re of the estate of Brice Gotschall, Dec'd) Demand Allowed;

Now comes George Bryan and presents an account against said estate in the sum and total of (Casket \$145.00; grave vault \$100.00; hearse \$10.00; flowers \$4.00;) \$259.00 the same being founded upon claim for the above described. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$259.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 1.

In-re of the estate of Brice Gotschall, Dec'd) Demand Allowed.

Now comes Pattonsburg Savings Bank and presents an account ~~account~~ against the said estate in the sum and total of \$103.10 the same founded upon a note, the following of which is a copy:-

\$100.00 Pattonsburg, Mo. 1-20 1923.
six Months after date, we, of either of us, as principals, promise to pay to the order of
THE PATTONSBURG SAVINGS BANK
ONE HUNDRED & no/100 Dollars for value received, payable at the pattonsburg Savings Bank, with interest from date at the rate of 8 per cent per annum, and all interest not paid annually to become as principal, and bear the same rate of interest. The signer and endorsers each waive demand, notice and protest of this note, and time may be extended without notice to endorsers.
Post Office City
Due July 20, 1923 B. Gotschall
No 55179

Interest from January 20th, 1923 of June 9th, 1923 \$3.10
And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$103.10 be allowed and adjudged against said estate with interest at the rate of 8% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Brice Gotschall, Dec'd) Demand Allowed.

Now comes Patto nsburg Merc. Co. and presents an account against the said estate in the sum and total of \$27.00 the same being founded upon a claim for Overalls \$2.00; Suspenders \$.50; 1 suit \$22.50; 1 shirt \$2.00; the sum and total of \$27.00. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$27.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Martha M. Shackelford, Dec'd) Demand Allowed.

Now comes Galphin Brothers and presents an account against the said estate in the sum and total of \$4.05 the same being founded upon a claim for Groceries and meat during the dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the total sum of \$4.05 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Lillian Reager, Dec'd) Demand allowed.

Now comes R. E. Stapleton and son and presents an account against the said estate in the sum and total of \$17.50 the same being founded upon a claim for Meals during the dec'd life time. And service of notice being waived in writing and affidavit of proof being Made, it is ordered by the court that the total sum of \$17.50 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM JULY 9th., 1923.

In-re of the estate of Anna C. Long, Dec'd) Demand Allowed.

Now comes H. A. Hope and presents an account against the said estate in the total sum of \$182.50 (for Casket \$125.00; Dress \$30.00; 2 autos \$7.00; Flowers \$5.00; Grave boards \$1.50; Del. to Cemetary \$1.00; Chairs \$1.50; Opening Grave \$9.00; lining Grave \$1.50; Markin \$1.00) And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$182.50 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order is placed in class No. 1.

In-re of the estate of Anna C. Long, Dec'd) Demand Allowed.

Now comes Galpin Brothers and presents an account against the said estate in the total sum of \$8.20 Groceries. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$8.20 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order is placed in class No. 5.

In-re of the estate of Anna C. Long, Dec'd) Demand Allowed.

For Burial of John W. Long,

Now comes H. A. Hope and presents an account against the said estate in the total sum of \$169.50 (for Casket \$125.00; Burial Shoes \$3.50; Burial Suit \$27.50; 1 Auto \$3.50; flowers \$5.00; Markers \$1.00; Grave Boards \$1.50; Wagon Delivering \$1.00; Chairs \$1.50). And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$169.50 be allowed and adjudged against said estate with interest at the rate of 6 % from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Anna C. Long, Dec'd) Demand Allowed.

Now comes R.R. Wynne and sons and presents an account against the said estate in the total sum of \$8.80 for Balance of account during dec'd life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$8.80 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order is placed in class No. 5.

In-re of the estate of Anna C. Long, Dec'd) Demand Allowed.

Now comes Democrat Publishing Co. and presents an account against the said estate in the total sum of \$5.80 for Funeral notice in-re John W. Long \$5.50; Card of Thanks 30¢; And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$5.80 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and the same by this order placed in class No. 5.

In-re of the estate of Jesse J. McCoy, Dec'd) Demand Allowed.

Now comes W. H. Landes and presents an account against the said estate in the total sum of \$57.00 for Note dated October 17, 1922 due July 17, 1923 interest from date if not paid when due. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$57.00 be allowed and adjudged against said estate with no interest and the same by this order placed in class No. 5.

State of Missouri,) Order of Publication,
County of Daviess,)

Now comes Harry Brady, Administrator of the Estate of Simon Brady, late of Daviess County, Missouri, Deceased, and presents to the Court his petition praying for an order for the sale of certain real estate of which said Simon Brady died seized, described as follows:-

House and one acre ground in Koon's Addition to Winston, Missouri, to pay the debts of said estate; which said petition is accompanied by the accounts, lists and inventories as required by law, showing that said estate is indebted and that said debts are unpaid, and that there is not sufficient assets on hand to pay the same. On examination thereof, it is ordered by the Court that all persons interested in the estate of said deceased be notified that application as aforesaid has been made, and that unless the contrary be shown on or before the 13th. day of August, 1923 Regular Term of the Probate Court, of Daviess County, Missouri, an order will be made for the sale of the real estate in said petition described or so much thereof as shall be sufficient for the payment of said debts. And it further ordered that a copy of this order be published in a newspaper published in said County of Daviess, for four weeks prior to said August 13th, 1923, Regular Term of the Probate Court, Daviess County, Missouri, and that personal service be made upon the heirs of said decedent residing in said County of Daviess at least ten days before said day of this Court, and until which time this cause is continued.

State of Missouri,) SS.
County of Daviess,)

I, E. G. Knight, Judge and Ex-officio Clerk of the Probate Court within and for the County of Daviess and State of Missouri aforesaid, do hereby certify that the above and foregoing is a full true and correct transcript of the forgoing order of publication and notice as fully as the same appears of record in my office, of publication and notice.

In Testimony whereof, I have hereunto set my hand and affixed the seal of the Probate Court of Daviess County, Missouri, one at office in Gallatin, this 9th. day of July, A. D. 1923.
(SEAL)

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI MAY ADJ. JULY 9th 1923.

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING ALLOWANCE TO APPRAISER
AND OTHER COSTS

STATE OF MISSOURI,)
County of Daviess,)SS.

May Adj. Term, 1923

In the Probate Court of said County, on the 28th day of June, 1923, the following among other proceedings, were had, viz:

In the Matter of the Estate of Sarah E. Langford, Deceased.

Now on this day comes J. A. Selby, heretofore appointed appraiser, to fix the value of property, estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows to the Court that he made the oath, and did all things required of him by said law to be done, and within the time allowed by the Court so to do filed his written report of appraisement in duplicate, together with all the testimony of witnesses examined, exhibits filed and other evidence taken by him, and his sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said appraiser, and does order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein, or income therefrom referred to in said report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and party of parties liable therefor are as follows:

Name and Address of Beneficiary.	Relationship.	Real Estate.	Personal Property.	Annuities, Life Estates & Terms of Years.	Total Value of legal interest of each.	Amount of Exemption of each.	Value of interest of each.	Rate.	sub. to Tax.	Amount of Tax
P. A. Mangold K.C. Mo.	Brother	\$83.33 1/3	\$177.09 2/3	None	\$260.43 1/3	\$500.	3%	None	None	
Mrs. Phoebe Sutton, Tharer, Kansas	Sister	83.33 1/3	177.09 2/3	None	260.43 1/3	500.	3	"	"	
Mrs. E. M. Fulton, Carbondale, Kan.	"	83.33 1/3	177.09 2/3	"	260.43 1/3	500.	3	"	"	
Mrs. Catherine Thomas Laredo, Mo.	"	83.33 1/3	177.09 2/3	"	260.43 1/3	500.	3	"	"	
Mrs. Lydia C. Curry Topeka, Kansas	"	83.33 1/3	177.09 2/3	"	260.43 1/3	500.	3	"	"	
Mrs. Retta Orr Topeka, Kan.	Niece	13.88 2/3	29.51 1/3	"	43.40 1/2	500.	3	"	"	
Isaac Mangold, Zarah, Kan.	Nephew	13.88 2/3	29.51 1/3	"	43.40 1/2	500.	3	"	"	
Mrs. Nora Zechain, Oskaloosa, Kan.	Niece	13.88 2/3	29.51 1/3	"	43.40 1/2	500.	3	"	"	
Mrs. Elizabeth James, Olathe, Kan.	"	13.88 2/3	29.51 1/3	"	43.40 1/2	500.	3	"	"	
Mrs. Ruth Lynn, Lenexa, Kan.	"	13.88 2/3	29.51 1/3	"	43.40 1/2	500.	3	"	"	
Mrs. Mary Hayes, Bonner Springs, Kan.	"	13.88 2/3	29.51 1/3	"	43.40 1/2	500.	3	"	"	

The Court having read and examined the sworn statement of said appraiser filed herein, and being fully advised in the premises, it is further ordered and adjudged that said appraiser J. A. Selby, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of 69¢; that he was actually engaged 1 day in making said appraisement, for which he is allowed the sum of \$5.00 Dollars; making a total allowance of \$5.69 dollars, which together with \$6.10 dollars, probate fees, is taxed as costs against the persons liable for said tax; and as a lien against the respective interests of said persons.

It is further ordered that said Administrator of said estate, before making his final settlement, pay to the said appraiser the said sum of \$5.69, and said probate of \$6.10, also pay, to the Treasurer of the State of Missouri, when due, the aforesaid tax, so assessed; provided there is sufficient money in his hands belonging to said persons so taxed, or that may have been advanced by them to him, with which to pay their respective shares of said tax and the costs and if he have not such amount on hand, then he is ordered to pay the same out of the proceeds of the sale of any property that may hereafter be ordered sold by this Court to raise funds to make such payment, And a certified copy hereof is ordered mailed to W. T. McClure Administrator of said estate.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ., JULY 9th., 1923.

State of Missouri,)
County of Daviess,)

ORDER OF PUBLICATION.

Now comes R. E. Maupin, Administrator of the Estate of Mary J. Fields, late of Daviess County, Missouri, deceased, and presents to the Court his petition praying for and order for the sale of certain real estate of which said Mary J. Fields died seized, described as follows:-

The South 55 acres of the West half of the Southeast quarter of Section Thirteen (13) in Township Sixty (60) of range Twenty-nine (29). Which said law, showing that said estate is indebted and that said debts are unpaid, and that there is not sufficient assets on hand to pay the same. On examination thereof, it is ordered by the Court that all persons interested in the estate of said deceased be notified that application as aforesaid has been made, and that unless the contrary be shown on or before the 13th., day of August, 1923. Regular Term of the Probate Court, of Daviess County, Missouri, An order will be made for the sale of real estate in said petition described of so much thereof as shall be sufficient for the payment of said debts.

And it further ordered that a copy of this order be published in a newspaper publisher in said County of Daviess, for four weeks prior to said August 13th., 1923, regular term of the Probate Court Daviess County, Missouri, and that personal service be made upon the heirs of said decedent residing in said County of Daviess at least Ten days Before said day of this Court, and until which time this cause is continued.

State of Missouri,)SS.
County of Daviess,)

I, E. G. Knight, Judge and Ex-officio Clerk of the Probate Court within and for the County Daviess and State of Missouri aforesaid, do hereby certify that the above and foregoing is a full true and correct transcript of the foregoing order of publication and notice as the same of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Probate Court of Daviess County, Missouri, done at office in Gallatin, this 9th day of July, A. D. 1923.

E. G. Knight
Judge and Ex-officio Clerk of Probate Court.

State of Missouri,)SS.
County of Daviess,)

Order of Publication.

Now of this day comes Gladys M. Fanning and Lucille Royston, Administratrices of the estate of Ada M. Royston, deceased, and presents to the court their petition praying for an order for the sale of certain real estate of which said Ada M. Royston died seized, described as follows:

Lot 24 and West half Lot 25, R. Whitten's Addition to Pattonsburg, Missouri; also Lot 1 and East half Lot 2 in Block 1, Neil & perham's Addition to Pattonsburg, Missouri; also that part of southwest quarter of section 26, township 61, range 29, described: Commencing 4 chains east of southwest center of said section, thence north 9 chains, thence east 10.22 chains, thence south 10 west 9.16 chains, thence west 8.50 chains to place of beginning, containing 8.42 acres; also Lots 3 and 4, Block 2, Comstock and Kimball's Addition of Pattonsburg, and a tract of land lying between the right of way of Wabash Railroad and the north line of said lot 3 and between the extensions northward of the east west lines of said Lot 3; also a tract described: Commencing 80 feet East of the East line of Elm St., in the City of Pattonsburg, Missouri, and on the north line of First Street in said city, thence north to the right of way of Wabash Railroad, thence West 21 feet, thence south to the north line of First Street, thence East 21 feet to the place of beginning; also the undivided interest of said deceased in the North half of Southeast quarter of Section 33, Township 61, Range 27, and the Northwest quarter of Northeast quarter of same section, and the fractional Northeast quarter of Northeast quarter of Section 9, Township 60, Range 27.

to pay the debts of said estate; which said petition is accompanied by the accounts, lists and inventories as required by law, showing that said estate is indebted and that said debts are unpaid, and that there is not sufficient assets on hand to pay the same. On examination thereof, it is ordered by the court that all persons interested in the estate of said deceased be notified that application as aforesaid has been made, and that unless the contrary be shown on or before the first day of the next term of this court, to be held on the 13th day of August, 1923, an order will be made for the sale of the real estate in said petition described or as much thereof as shall be sufficient for the payment of said debts. And it is further ordered that a copy of this order be published in a newspaper publisher in said county of Daviess, for four weeks prior to first day of the next term of this court.

State of Missouri,)SS.
County of Daviess,)

I, E. G. Knight, Judge and Ex-officio Clerk of the Probate Court of the County and State aforesaid, do hereby certify that the above and foregoing is a full true and correct transcript of the foregoing order of publication and notice as the same appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Probate Court of Daviess County, Missouri. Done at office in Gallatin this 9th day of July, 1923.

E. G. Knight.
Judge and Ex-officio Clerk of the Probate Court.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. JULY 9, 1923.

In the Matter of the Estate of Ada M. Rouston,
Deceased.)

PETITION OF THE SALE OF REAL ESTATE.

Gadys E. Fanning and Lucille Rouston, Administratrix of the Estate of the said Ada M. Royston, deceased, comes and prays the Honorable the Judge of the Probate Court of said County, to order a sale of the Real Estate of Ada M. Royston deceased, or so much thereof as may be sufficient to pay the debts of the said deceased, and states to the Court that they have sold the Personal Estate of the deceased, as appears by the Sale Bill already filed, and the proceeds of said Personal Estate, Goods and Chattels, and payments of debts for said Estate, were as follows, to-wit:

Proceeds of sale of personal property, held on January 24th, 1923, as appears by sale bill filed \$833.83

Proceeds of sale of pianos and other musical instruments as appears from report of sale filed, \$3460.43 Total proceeds of personal property to date, is \$4294.26

That the following necessary expenditures have been in and about the administration of said estate and in connection with the sale of personal property:

Paid to first National Bank, Gallatin, Mo., on mortgage	\$ 171.00	Paid to First National Bank, Gallatin, Mo.,	
Paid, interest on farm mortgage	420.00	Paid, for newspaper Advertisement of sale	\$88.00
Paid, fire insurance on building,	128.84	Paid, for auctioneer,	\$15.00
Paid, for parts to machines,	37.99	Paid, for salesman,	\$152.83
Paid, repair and tuning of pianos,	65.25		
Total,			\$ 1078.91

That the following demands have been presented and allowed against said estate:

Lulu Bertha Woodring,	\$ 116.00	Royston Bros.,	\$ 50.20
Wm. Burns,	116.10	Commercial Bank, Jamesport, Mo.,	4459.91
W. J. & G. N. Groomer,	1776.80	Ross Nickell,	33.66
E. C. Bleish,	1062.67	Maupin & Maupin,	571.32
Farmers Bank of Jameson,	112.72	H. S. Frograve,	250.00
Serice Laundry,	16.50	Democrat Publishing Co.,	14.30
F. P. Carter,	426.70	Davies County Bank,	228.53
Letts-Melick Gro. Co.,	7.85	Feeman McNeill,	332.00
Bank of Jameson,	344.00	Farmers Bank of McFall,	584.46
First National Bank, Gallatin, Mo.,	470.03	John U. Watters,	3023.02
Pattonsburg Savings Bank,	5872.36	Corlia Meadows,	381.40
Lee R. Pierce, Collector,	53.40	Richards & Conover Hdw. Co.,	33.05
E. F. Ashbrook,	618.00	Phebe Burton,	75.95
Pattonsburg Lumber Co.,	65.64		
Total,			\$21100.21

That in addition to the above allowed demands, the following demands have been presented for allowance against said estate:

Phebe Burton,	\$ 400.00	Trustees Christian Church,	\$ 311.00
Vocalstyle Music Co.,	22.19	N. G. Ellis,	182.45
J. A. Burch,	40.80	O.P. Meadows,	6.00
Tommy Burton,	349.92	R. E. Maupin,	41.90
Tommy Burton,	1000.00	Chamberlin Weatherstrip Co.,	150.00
Hobart M. Cable Co.,	2862.23		
Fore's Grocery,	3.65		
Total,			\$5370.14

It is further stated by said Administratrices that of the debts due deceased they do not think there will be realized more than the sum of Fifteen Hundred Dollars (\$1500.00); that the remaining personal estate undisposed of (other than bonds and notes) will not exceed in value the sum of Five thousand Dollars (\$5,000.00), so that there will not be found in the hands of the Administratrices a sufficient sum to pay the debts of the deceased without selling the whole or part of the real estate of deceased, described as follows:

Lot 24 and west half Lot 25, in R. Whitten's Addition to Pattonsburg, Daviess County, Missouri.

Lot 1 and East half of Lot 2 in Block 1, Neil & Perham's Addition to Elm Flat, Now Pattonsburg, Missouri.

That part of the southwest quarter of Section 26, township 61, range 29, described as follows: Commencing 4 chains east of the southwest corner of said section, running north 9 chains, thence east 10.22 chains, thence south 10° west 9.16 chains, thence west 8.50 chains to the place of beginning, containing 8.42 acres, more or less.

Lot 4 and the South 16 feet and 11 inches off of the south side of lot 3 in Block 2 in Comstock & Kimball's Addition to Pattonsburg, Missouri;

Also a tract described as follows: Beginning at a point in the right of way of the Wabash Railroad on a line due north of the west end of Lot 3 in Block 2 in Comstock & Kimball's Addition to the City of Pattonsburg, Missouri, thence south a distance of 26 feet, thence east 90 feet, thence north to the right of way of the Wabash Railroad, thence in a southeasterly direction along the south line of said Wabash right of way to the place of beginning, same being a part of Lot 3, Block 2, Comstock & Kimball's Addition to Pattonsburg, Missouri, according to the recorded plat thereof, and a flat-iron shaped tract of ground north of said Lot 3 and a line between said Lot 3 and the right of way of Wabash Railroad and all improvements thereon.

Also a tract described as follows: Commencing 80 feet East of the Eastline of Elm Street in the City of Pattonsburg, Missouri and on the north line of First Street in said City, thence north to the right of way of the Wabash R. R., thence West 21 feet, thence south to the north line of First Street, thence east 21 feet to the place of beginning, the same being a part of Block 2, in Comstock & Kimball's Addition to the City of Pattonsburg, Missouri.

Also the undivided one-third interest in the North half of the Southeast quarter of Section 33, Township 61, Range 27.

Also the undivided interest in the Northwest quarter of the Northeast quarter of Section 33, Township 61, Range 27.

Also the fractional Northeast Quarter of the Northeast quarter of Section 9, Township 60, Range 27, containing 28.80 acres, more or less.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJL. , JULY 9th, 1923.

Continued from page 161.

It is further stated by said Administratrices that in the present condition of said estate, it is impossible to determine what parts of the real estate of said deceased it will be necessary to sell in order to realize a sum sufficient to pay the debts of the deceased, and they therefore recommend and pray that an order be made for the sale of all of said real estate for the purpose of the payment of the debts due by the deceased, or so much of said real estate as may be sufficient for that purpose,

Gladys E. Fanning

Lucille Royston
Administratrix

STATE OF MISSOURI,) SS.
County of Daviess,)

Gladys E. Fanning and Lucille Royston being duly sworn, says the foregoing Petition contains a true account of their administration of the estate of Ada M. Royston deceased, the list of debts due to and by the said deceased, and remaining unpaid; a true Inventory of the Real estate and the remaining Personal Estate, and all other assets in their hands.

(Seal)

Gladys E. Fanning

Lucille Royston

In the Matter of the Estate of Simon Brady,
Deceased:)

PETITION FOR THE SALE OF REAL ESTATE.

Harry Brady, Administrator to the Estate of the said Simon Brady deceased comes and prays the Honorable the Judge and Ex-officio Clerk of the Probate Court of said County, to order a sale of the Real Estate of Simon Brady deceased, or so much thereof as may be sufficient to pay the debts of the said deceased, and states to the Court that he has sold the personal Estate of the deceased, as appears by the Inventory already filed, and the assets, allowed demand against said estate personal estate, Goods and Chattels, and payments of debts for said Estate, were as follows, to-wit:

To amount of personal estate by Inventory filed in said estate on May 14th., 1923.

Assets.

Household goods,-----\$50.00
Total of Personal property \$50.00

Debts.

H. E. Stroups (Demand) in first Class \$174.50; H. W. Sage Demand (Demand) In Fifty 5th \$170.10
Total Amount-----\$344.60

Said debts have not been paid with a four hundred (\$400.00) Claim vs. house and one acre ground Koons add. to Winston, Mo. In fact there are a total sum of \$744.60 debts against said estate are at this time remaining unpaid.

The accounts lists, inventory and other papers on file in the office of the Probate Court of Daviess County, Missouri, in said estate are hereby referred to and made a part of this petition.

It is further stated by said Administrator that of the debts due to the deceased he does not think there will be realized more than the sum of fifty (\$50.00) Dollars so that there will not be found in the hands of the Administrator a sufficient sum to pay the debts of the deceased without selling the whole or part of the Real Estate inventoried, as follows:

House and one acre ground Koon's Add. to Winston, Missouri, appraised at Two Thousand (\$2, 000, 00) Dollars.

It is further stated by said Administrator that It would be for the best interest of said estate to sell said real estate, of so much thereof as may be necessary for the purposes aforesaid, for cash in hand as speedily as possible and for the same to be sold at private sale, and he recommends that the same be sold for the payment of the debts due by the deceased, or so much of said Real Estate as may be sufficient for that purpose.

Harry Brady

Administrator of the estate of Simon Brady,
Dec'd.

STATE OF MISSOURI,) SS.

County of Daviess,) Harry Brady Administrator being duly sworn, says that the foregoing Petition contains a true account of his administration of the Estate of Simon Brady deceased, the list of debts due to and by the said deceased, and remaining unpaid; a true Inventory of the Real Estate and of the remaining Personal Estate, and all other assets in his hands.

Harry Brady

Administrator

Sworn to and subscribed before me, this 14th day of May A. D. 1923.

E. G. Knight

Judge and Ex-officio Clerk of the Probate Court.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM JULY 9th., 1923.

In the Matter of the Estate of }
Mary J. Fields deceased:

PETITION FOR THE SALE OF REAL ESTATE.

Robert E. Maupin, Administrator of the estate of the said Mary J. Field, deceased, comes and prays the Honorable the Judge of the Probate Court of said County, to order a sale of the Real Estate of Mary J. Fields deceased, or so much thereof as may be sufficient to pay the debts of the said deceased and state to the Court that he has sold the personal Estate of the deceased, as appears by the Sale Bill already filed, and the proceeds of said Personal Estate, Goods and Chattels, and payments of debts for said Estate, were as follows, to-wit:

To amount of personal property as shown by inventory, including that sold, as appears by sale bill filed, the same having been sold at inventory price, \$709.25.
To rent received of C. R. Fields for 1921 ----- 480.00
to error of check ----- 1.00
To amount received of Hope Drainage District, ----- 50.00
To amount received of C. R. Fields, rent of wheat ----- 221.00
Total, ----- \$1461.25

That he has paid out the following amounts:

By amount paid out, as shown and itemized in first semi-annual settlement hereof \$ 734.13
by amount paid out, as shown and itemized in second semi-annual settlement heretofore filed ----- 391.12
by amount paid out, as shown by third semi-annual settlement heretofore filed, ----- 24.80
Total amount paid out, ----- \$1150.05
Balance on hand due Estate

That the following demands have been allowed against said estate, all of which remain unpaid:

N.G. Ellis, ----- \$ 459.10	S. L. Hardinger, ----- \$ 146.00
L.B. Gillihan, ----- 317.16	Glennie T. Henry, ----- 1383.14
John W. Fields, ----- 1822.57	C. R. Fields, ----- 49.50
Total, ----- \$4176.47	

That interest accrued on said demands since the date of allowance will amount to approximately \$350.00.

It is further stated by said Administrator that there are no debts due deceased other than those inventoried and included the foregoing account so that there will not be found in the hands of the Administrator a sufficient sum to pay the debts of the deceased without selling the whole or part of the Real Estate inventoried, as follows:

The South 55 acres of the West half of the Southeast quarter of Section Thirteen (13) in Township Sixty (60) of Range Twenty-nine (29).

The Northeast quarter, and the West Twenty-two (22) acres of the Southeast quarter (North of Grand River) in Section Seven (7) in Township Sixty (60) of Range Twenty-eight (28), containing 185 acres, more or less.

The West half of Section Eight (8) North of Grand River in Township Sixty (60) of Range Twenty-eight (28) and a strip of land described as follows: "A strip of Land 30 feet wide off of the South side of that part of the of the Southeast quarter of Section Thirty-two (32) Township Sixty-one (61) of Range Twenty-eight (28) lying west of the public road, containing 141 acres, more or less.

The two last described tracts being covered by a mortgage of \$5000.00 held by the Connecticut mutual life Ins. Company due in five years from June 10th, 1921 at 6½ per annum.

It is further stated by said Administrator that the following tract of land will sell the most readily and to the best advantage for the estate and will, it is believed be sufficient to pay the debts of the estate, remaining unpaid to-wit: The South fifty five (55) acres of the West half of the Southeast ¼ of section thirteen (13) in township Sixty of Range Twenty Nine (29), Daviess County, Missouri, and he recommends that the same be sold for the payment of the debts due by the deceased, or so much of said Real Estate as may be sufficient for that purpose.

All of which is respectfully submitted.

Robert E. Maupin
Administrator

STATE OF MISSOURI,) SS.

County of Daviess,) Robert E. Maupin being duly sworn, says that the foregoing Petition contains a true account of his administration of the Estate of Mary J. Fields deceased, the list of debts due to and by the said deceased, and remaining unpaid; a true Inventory of the Real Estate and of the remaining Personal Estate, and all other assets in his hands.

Robert E. Maupin
Administrator

Sworn to and subscribed before me, this 10th., day of July, A. D. 1923

(SEAL)

Curtman Maupin
Notary Public.

Com. Ex. Dec. 28, 1924.

In THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM, JULY 9th 1923.

In-re of the estate of Sarah Griffith, Deceased) Final Settlement and Order of distribution and Discharge when all Final receipts are filed.

Now comes R. G. Griffith, administrator of the estate of Sarah Griffith, deceased, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his Administration of said estate, together with the proof of due publication of notice given by them as required by law, of their intention to make such settlement.

Upon examination whereof the Court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$101.28

Whereupon the Court orders that said settlement be recorded and that said administrator distribute the sum of \$101.28 to the following named heirs as follows to-wit:-

J. C. Griffith, 1/9	\$12.66	Claudus Ham,	\$4.22
Clara Register,	12.66	Virgil Ham,	4.22
Geo. W. Griffith,	00.00	Ernest Ham,	4.22
W. H. Griffith,	12.66	Eva Knighten,	2.54
R. G. Griffith,	12.66	Hazel Knighten,	2.53
Sameul E. Griffith,	12.66	Manice Knighten,	2.53
Mancie Russell,	12.66	Howard Knighten,	2.53
		Richard Knighten,	2.53

Total,-----\$101.28

and take receipts for shares so ordered distributed as aforesaid upon the filing of the same in this Court said Administrator with his bondsmen will be fully and finally discharged.

CERTIFIED COPY OF ORDER.

STATE OF MISSOURI)SS.
County of Daviess,)

The Estate of Minerva Ann Poe, -vs- Perry A. Orten.

Continued on application and at the costs of the Estate of Minerva Ann Poe. Judgement to be rendered against J. E. Wilson and Thomas S. Wilson as Administrators of the Estate of Minerva Ann Poe, deceased for the costs of attendance and mileage of the witnesses for today and for services of subpoenas on the witnesses and the mileage of the officers for serving the same, and the Clerk of this Court is directed to transmit to the Probate Court of Daviess County, Missouri, a duly certified bill of said costs to the end that the same may be paid out of said estate, and this cause to be continued.

It is therefore considered, ordered and adjudged by the Court that the defendant herein Perry A. Orten, do recover of said J. E. Wilson and Thomas S. Wilson, Administrators of the Estate of Minerva Ann Poe, deceased, the costs of attendance and mileage of all witnesses attending this court in this case this day and for the services of subpoenas on said witnesses and mileage of the officers serving the same, and it is further ordered the Clerk of this court make out a duly certified fee bill of such costs and transmit the same to the Probate Court of Daviess County, Missouri, to the end that said costs may be paid out of said Estate, and it is further ordered that this cause be and it is hereby continued.

It is ordered by the Probate Court, that said administrators of the estate of Minerva Ann Poe, deceased, pay the witnesses fees and etc., as is certified from the Circuit Court of Daviess County, Missouri, in the sum of \$134.30, and the probate fees that have been necessary in continuing and in keeping the records on the said estate, from any assets, that have come in their possession.

It is ordered that Court adjourn until July 12th., 1923.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM JULY 12th., 1923.

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff, of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, of Daviess County, Missouri, when the following proceedings were had made and interred of record thereof:-

SUPPLEMENTAL REPORT

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING ALLOWANCE TO APPRAISER AND OTHER COSTS

In the Matter of the Estate of David Kemp, Deceased.

Now on this day comes E. G. Knight, Judge and Ex-officio Clerk, to fix the value of the property, estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows that he made the oath, and did all things required of him by said law to be done, and within the time allowed by law to do filed report of appraisement, in duplicate, together with all the testimony of witness examined, exhibits filed and other evidence taken by him, and his sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

I do order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein, of income therefrom referred to in said report, transfer which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and the party or parties liable therefor are as follows:

Name and Address of Beneficiary.	Relationship.	Real Estate.	Personal Property.	Total value of each.	Amount of legal exemption of each.	Value of Interest or Property of Suj. to Tax.	Rate of Tax.	Amount of Tax.
John Kemp, Gallatin, Mo.	Bro.	113.20	4113.20	4226.40	500.	3726.40	3	111.79
Frank Kemp, Burich, Mo.	Bro.	113.20	4113.20	4226.40	500.	3726.40	3	111.79
Matrin Kemp, Pasa Dena, Cal.	Bro.	113.20	4113.20	4226.40	500.	3726.40	3	111.79
Chas. Scott, Jamesport, Mo.	Nephew	56.60	2056.60	2113.20	250.	1863.20	3	55.89
Laurence Scott, Salem, Oregon.	Nephew	56.60	2056.60	2113.20	250.	1863.20	3	55.89
Flora Terry, Galt, Mo.	Niece,	56.60	2056.60	2113.20	250.	1863.20	3	55.89
Naomi Courtney,	Niece	56.60	2056.60	2113.20	250.	1863.20	3	55.89
Mattie Bowen,	G. G.N.	11.32	411.32	422.64	50.	372.64	3	11.18
Wm. H. Bowen	G. G. N.	11.32	411.32	422.64	50.	372.64	3	11.18
Ora Higgins,	G. G.N.	3.77	137.10	140.87	16.66	124.21	3	3.73
James Lowery,	G. G.N.	3.77	137.11	140.87	16.66	124.21	3	3.72
Pearl Lowery,	G. G.N.	3.78	137.11	140.87	16.66	124.21	3	3.73

It is further ordered and adjudged that said appraiser E. G. Knight, be allowed his actual fees as was reported in other report filed by appraiser.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

In the Matter of the estate of Ezra Mann, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of and appraiser in the above estate to appraise and fix the clear market of any property, estate, interest therein, of income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of and property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, Aggregates \$ None personalty and \$2,000.00 real estate; total, \$2,000.00;

That the decedent died intestate on the 28th day of January 1922; that the persons entitled to the distribution of said estate are:

Eugene Mann, Son, Real Estate \$2,000.00; Total value Interest of Each \$2,000.00; Amount Legal Exemption of Each, \$5,000.00, Address 1309 East 8th St., K. C. Mo.

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Therefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason to the transfer of the property, estate, interest therein, of income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM, JULY 12th., 1923.

Continued from page 165.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Homer Feurt, Administrator of said estate, is ordered to pay out of any mony on hand.

It is further ordered and adjudged that a certified copy of this order and judgement be sent to the Treasurer of the State of Missouri, and to Homer Feurt, Administrator of the said estate.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

In the Matter of the Estate of Simon Brady, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under provisions of the Transfers and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, Grant, bargain, sale, gift, of in any other manner, in contemplation of death or intended to take effect in possession of transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$50.00 personalty and \$2,000.00 Real estate; total, \$2,050.00.

That the decedent died intestate on the 8th day of June, 1922, that the persons entitled to the distribution of said estate are:

Names and Address of Beneficiary.	Relation ship.	Real Estate.	Personal Property.	AnnuititesLife	Total value interest of Each.	Amount Legal Exemption of Each.
				Estates and Terms of Years.		
Harry Brady, Winston, Mo.	Son	285.71	7.14		292.85	5,000.00
Frank Brady, Winston, Mo.	Son	285.71	7.14		292.85	5,000.00
Lucy Allerman, Winston, Mo;	Daught.	285.71	7.14		292.85	5,000.00
Minnie Hannah Winston, Mo.	Daughter,	285.71	7.14		292.85	5,000.00
John Brady, Denver, Colo.	Son,	285.71	7.14		292.85	5,000.00
Charles Brady, Denver, Colo.	Son,	285.71	7.14		292.85	5,000.00
Dwight Brady, 11 years old Winston, Mo.	G. Son,	285.71	7.14		292.85	5,000.00

That after deducting the costs of administration and debts probated against said estate, there does not remain assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions. Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Harry Brady, Administrator of the said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgement be sent to the Treasurer of the State of Missouri, and to Harry Brady, Administrator of said estate.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

In the Matter of the Estate of Seymore C. Lester, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and record in the office of of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$1500.00 personalty and \$1200.00 real estate; total \$2700.00.

That the decedent died intestate on the 17th day of December, 1923; that the persons entitled to the distribution of said estate are:

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM, JULY, 12th., 1923.

Continued from page 166.

Name and Address of Beneficiary.	Relation	Real estate.	Personal Property.	Annuities & Life Estates & Terms of Yrs.	Total value Interest of Each.	Amount Legal Exemption of Each.
Emma E. Lester, Widow,		252.96	316.20		569.16	20,000.00
Gallatin, Mo.						
George B. Lester,	Son,	135.29	169.11		304.40	5,000.00
Lyman, S. Dakota,						
Clarence Lester,	Son,	135.29	169.11		304.40	5,000.00
Lyman, S. Dakota,						
Herb Lester,	Son,	135.29	169.11		304.40	5,000.00
Lyman, S. Dakota,						
Lydia Lester,	Dauth.	135.29	169.11		304.40	5,000.00
Webster City, Iowa.						
Lucy Ankrum,	Dauth.	135.29	169.11		304.40	5,000.00
Webster City, Iowa.						
Millie Lester,	Daught.	135.29	169.11		304.40	5,000.00
Fruit Dale, S. Dakota.						
Floyd Lester,	G. Son,	22.54	28.18		50.72	
Fruit Dale, S. Dakota.						
Bessie Lester,	Grand.D.	22.54	28.18		50.72	
Webster City, Iowa.						
Dick Lester,	Grand.S.	22.54	28.18		50.73	
Lyman, S. Dakota.						5,000.00
George Lester,	Grand.S.	22.54	28.18		50.73	
Webster City, Iowa.						
Fern Lester,	GrandDau.	22.54	28.18		50.73	
Webster City, Iowa.						
Loulla Lester,	Grand. G.	22.54	28.18		50.73	
Webster City, Iowa.						

That after deducting the cost of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, state, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Emma E. Lester, Administratrix of the said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to Emma E. Lester, Administratrix of said estate.

In-re of the Estate Naomi L. Knight, Dec'd) Final receipts filed and said Executors Finally Discharged.

Now comes Mary S. McCullough and Idella V. Knight, Executors of the last will and testament and of the estate of Naomi L. Knight, now Dec'd and files all final receipts from all the heirs in said estate as so direct by the Probate Court, Daviess County, Missouri, and they are with their bondsmen finally and fully discharged from said estate as such.

In-re of the Estate of George W. Fletcher, Dec'd) Final receipts filed and said Administrator finally ~~was~~ discharged.

Now comes J. R. Fletcher, administrator of the Estate of George W. Fletcher, Dec'd and files all final receipts from all the heirs in said estate as so directed by the Probate Court, Daviess County, Missouri, and he is with his bondsmen finally and fully discharged from said estate as such.

In-re of the estate of Sarah E. Weideman, Dec'd) Final receipts filed and said Administratrix finally discharged.

Now comes Polly Ann Shafer, Adminis-tratrix of the estate of Sarah E. Weideman, Dec'd and files all final receipts from all the heirs in said estate as so directed by the Probate Court daviess County, Missouri, and she is with her bondsmen finally and fully discharged from sa said estate sa such.

Application for Order to repair and Paint Barn.

Estate of Francis L. Read, Deceased) In the Probate Court.
E. W. and J. W. Read, Administrators)

The Undersigned, E. W. and J. W. Read, Administrators of the estate of Francis L. Read, Deceased, shows the Court that the interest of said estate requires that the barn needs repairing and painting. They therefore asks an order permitting them to repair and paint barn.

J. W. Read

E. W. Read

Subscribed and sworn to before me, this 10th day of July, 1923.

(Notary Seal)
My term expires Jany. 15 1925.

William T. Siple
Notary Public

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. JULY 12 th., 1923.

Order to Repair and Paint Barn.

In the Matter of the Estate of Francis L. Read, Deceased)

Now comes E. W. and J. W. Read, Administrators of the said estate, and files their written Application for permission to paint and repair barn and the Court after due consideration being satisfied that it will be for the best interest therein, and hearing the evidence in relation thereto orders that the said administrators be allowed the sum not to exceed \$170.00 to paint and repair barn and that they report the same in their next settlement for which they will be allowed credit for the same in their next settlement.

APPLICATION FOR ORDER TO SELL AT PRIVATE SALE.

Estate of William T. Thurber, Deceased.) In the Probate Court.
Mary Thurber, Administratrix.

The undersigned, Mary Thurber, Administratrix of the estate of William T. Thurber, Dec'd shows to the Court that the interest of said estate requires that two Shares in the mutual telephone Co. of Civil Bend Daviess County, Mo. and 2 Shares in the Farmers Produce Co. and one share in the Produce Cold Storage Co. at Chillicothe, Mo. belonging to said estate, should be sold at private sale.

Mary Thurber
Administratrix

Subscribed and Sworn to before me, this 10 day of July 1923.

(SEAL)

E. G. Knight
Judge and Ex-officio Clerk of the Probate.

ORDER FOR PRIVATE SALE

In the Matter of the estate of William T. Thurber, Deceased,)

Now comes Mary Thurber, Administratrix of said estate, and files her written application for permission to sell Two shares in the mutual telephone Co. of Civil Bend Daviess County, Mo. and 2 shares in the Farmers Produce Co. and one share in the produce Cold Storage Co. at Chillicothe, Mo. belonging to said estate at private sale, and the Court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interested therein, to sell the same at such sale, it is ordered that said administratrix sell said property at private sale for not less than its appraised value, and that she report the same at her next settlement.

In the matter of the Estate of Harvey N. Reynolds, Dec'd.) Will Admitted To Probate.

Now on this day an instrument of writing purporting to be the last will and testament of Harvey N. Reynolds, Dec'd, is produced before the Judge and Ex-officio Clerk of Probate to be proven and admitted to record as such, and it appearing to said Judge and Ex-officio Clerk from satisfactory evidence that said Harvey N. Reynolds died on the 28th. day of March, 1923, being at the time a resident of Daviess Co, Mo, the court proceeded to hear the proof of the execution and publication of said instrument as his last will.

And thereupon comes Wm. E. Smith, one of the subscribing witnesses who being duly sworn says respectively that he was present at the execution of said will and saw the said Harvey N. Reynolds sign said instrument in writing and heard him declare the same to be his last will and testament, that he subscribed his name as witness thereto at the request of the said Harvey N. Reynolds, and the Judge and Ex-officio Clerk having heard the testimony of Wm. E. Smith as witness to will and Phillip Shaw as writer of will as to the hand-writing of Riley-Fields, now Dec'd, who was one of the subscribing witnesses to said will, and also as to the hand-writing of Harvey N. Reynolds, the testator, and being fully satisfied of the proof of said last will and testament thereof.

It is ordered that said will bearing date 15th. day of February, A. D. 1890 be and the same is adjudged to be the last will and testament of Harvey N. Reynolds, Dec'd late of Daviess Co, Mo, and it is ther fore admitted to probate and ordered to be recorded as such.

It is ordered that Court Adjourn until July 18th., 1923

E. G. Knight
Judge and Exofficio Clerk of the Probate Court.

IN THE Probate COURT OF DAVIESS COUNTY, MISSOURI, MAY ADJ. JULY 18th., 1923

Court met pursuant to adjournment with the following officers present: J. Frank Gildow, Sheriff of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, of Daviess County, Missouri, the following proceedings were had and made and entered therein, to-wit:

In-re of the Estate of Sallie P. Beard, Dec'd) Demand Allowed.

Now comes Herschel M. Colbert and presents an account against the estate of Sallie P. Beard, Dec'd, in the sum and total of \$4.00 for the following, 100 Sale Bills \$2.50 ; 6inch Sale Advertisement \$1.50. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$4.00 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in costsofAdministration.

In-re of the estate of Anna C. Long, Dec'd) demand Allowed.

Now comes J. A. Selby, a member ~~of the firm~~ of the former firm of Dudley, Selby and Brandom and presents an account against the estate of Anna C. Long, Dec'd, in the sum and total of \$5.00 for services in preparing and having Executed, a will, Dated May 14 1919. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$5.00 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in Class No. 5.

IN-re of the estate of Lillian Reager, Dec'd) Demand Allowed.

Now comes Thad Martin and presents an account for Lambert Lumber Co., against the estate of Lillian Reager, Dec'd, in the sum and total of \$13.30 for lumber, nails and etc. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$13.30 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the estate of Darwin W. Higby, Dec'd) Demand Allowed.

Now comes A.A. Hilderbrand and presents an account against the estate of Darwin W. Higby in the sum and total of \$25.10 for 26 bu. and 30 lbs. corn @ 95 cents per bu. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$25.10 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Darwin W. Higby, Dec'd) Demand Allowed.

Now comes Dr. L.H. Fuson and presents an account against the estate of Darwin W. Higby, Dec'd in the sum and total of \$50.50 for Services as physician rendered to Darwin W. Higby, Dec'd, And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$50.50 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In-re of the estate of Darwin W. Higby,) Demand Allowed.

Now comes H. E. Stroup and presents an account against the estate of Darwin W. Higby, Dec'd, in the sum and total of \$41.26 for Wall Paper \$1.16 ; Window Glass \$1.50; Gal. Paint \$2.00; shade brackets 10¢ ; Hearse hire \$15.00; Hearse Hire \$12.50; Grave Lining \$2.00; Boards For top of Rough Box \$1.50; Drayage to Cemetary 50¢; Personal Service \$5.00. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$41.26 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No.5.

In-re of the Estate of Darwin W. Higby, Dec'd) Demand Allowed.

Now comes W. J. Fleeman and presents an account ~~against the~~ for the Fleeman McNeill Funeral Home against the estate of Darwin W. Higby, Dec'd, in the sum and total of \$188.00 the same being founded for a claim for Embalming, Casket, Outside box, suit, hearse to depot, underwear and hose \$188.00. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$188.00 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the Estate of Darwin W. Higby, Dec'd) Demand Allowed.

Now comes Mrs G. E. Munson and presents an account against the Estate of Darwin W. Higby, Dec'd, in the sum and total of \$20.00 the same being founded for a claim for check given to claimant by deceased during his life time which had not been presented and paid, And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$20.00 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the estate of Darwin W. Higby, dec'd) Demand Allowed.

Now comes A. R. Campbell and presents an account against the Estate of Darwin W. Higby, Dec'd, in the sum and total of \$21.55 the same being founded upon a claim for Paint, Color tube nails and Etc. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$21.55 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 5.

In-re of the Estate of Darwin W. Higby, Dec'd) Demand Allowed.

Now Comes Dr. J. T. Nugent and presents an account against the estate of Darwin W. Higby, dec'd, in the sum and total of \$46.06, the same being founded upon a claim for professional services in sickness. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$46.06 be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 2.

In-re of the Estate of Asa Lindsey, Dec'd) Demand Allowed.

Now comes J. O. Buren and presents an account against the estate of Asa Lindsey, Dec'd, in the sum and total of \$314.50, the same being founded upon a claim for Casket \$150.00; Grave vault \$100.00; Burial Suit \$25.00; Shirt Collar and Sox \$25.50; Shoes \$3.50; Grave lining \$2.50 Emblaming \$15.00; Auto Hearse \$15.00. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$314.50, be allowed and adjudged against said estate with interest at the rate of 6% and is by this order placed in class No. 1.

In-re of the Estate of Louisa J. Harrah, Dec'd) Demand Allowed.

Now comes Albert Hulen and presents an account against the estate of Louisa J. Harrah, Dec'd, in the sum and total of \$6.50, the same being founded upon a claim for Administrators Notice, Sale Bills and Sale Ads., And service of notice being waived in writing and affidavit of proof being made, it is ordered by the court that the sum of \$6.50, be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class Administration.

In-re of the estate of Louisa J. Harrah, Dec'd) Demand Allowed.

Now comes Rev. T. H. Brown and presents an account against the estate of Louisa J. Harrah, Dec'd, in the sum and total of \$5.00, the same being founded upon a claim for holding funeral service. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$5.00, be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 1.

In-re of the Estate of Louisa J. Harrah, Dec'd) Demand Allowed.

Now comes Kathaleen Reed and presents an account against the estate of Louisa J. Harrah, Dec'd, in the sum and total of \$3.00, the same being founded upon a claim for Clerking sale. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$3.00, be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class Administration.

In-re of the Estate of Louisa J. Harrah, Dec'd) Demand Allowed.

Now comes Rev. Dan R. Gott and presents an account against the estate of Louisa J. Harrah, Dec'd, in the sum and total of \$5.00, the same being founded upon a claim for Services rendered at funeral. And service notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$5.00, be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 1.

In-re of the Estate of Louisa J. Harrah, Dec'd) Demand Allowed.

Now comes H. E. Herrington and presents an account against the estate of Louisa J. Harrah, Dec'd, in the sum and total of 95¢, the same being founded upon a claim for milk bought by dec'd, during her life time. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of 95¢, be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 5.

In-re of the Estate of Henry Cox, Dec'd) Demand Allowed.

Now comes L. R. Doolin and presents an account against the estate of Henry Cox, Dec'd, in the sum and total of \$10.00, the same being founded upon a claim for visits in sickness. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$10.00, be allowed and adjudged against the said estate with interest at the rate of 6% and is by this order placed in class No. 2.

In-re of the Estate of Henry Cox, Dec'd) Demand Allowed.

Now comes M. A. Smith and presents an account against the estate of Henry Cox, Dec'd, in the sum and total of \$17.50, the same being founded upon a claim for visits in sickness 6, in last illness of said dec'd. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$17.50, be allowed and adjudged against the said estate with interest at the rate of 6% and is by this order placed in class No. 2.

In-re of the Estate of James A. Guthrie, Dec'd) Demand Allowed.

Now comes Dr. J. B. Graham, and presents an account against the estate James A. Guthrie, Dec'd, in the sum and total of \$55.50, the same being founded upon a claim for visits in sickness and medicines. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$55.50, be allowed and adjudged against the said estate with interest at the rate of 6% and is by this order placed in class No. 2.

IN THE PROBATE COURT, OF DAVIESS COUNTY, MISSOURI, MAY ADJ. TERM, JULY, 18th., 1923.

JUDGMENT ESTABLISHING WILL.

STATE OF MISSOURI,) SS.
County of Daviess,)

IN THE PROBATE COURT:

Be it remembered that heretofore, to-wit, on the 18th day of July A. D., at an adjourned term term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 18th day of July, 1923, the following among other proceedings were had and made of record therein, to-wit:

In the matter of the Estate of) Judgement Establishing Will:
Anna C. Long, Deceased.)

It being shown to the Court now here, that in vacation of this Court, to-wit: On the 22nd day of June 1923 an instrument of writing purporting to be the last will and testament of Anna C. Long, Deceased, and attested by Dr. P. L. Gardner and F. E. Clingan as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Anna C. Long, Deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of Dr. P. L. Gardner and F. E. Clingan said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 22nd day of June, 1923.

And the Court having inspected said will, and seen and heard the testimony of Dr. P. L. Gardner and F. E. Clingan the attesting witnesses, so taken in vacation, as to the execution of said will, and being sufficiently advised:-- It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Anna C. Long, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

In -re of the estate of S. B. Lewis, Deceased) Final Settlement, distribution and Discharge when all final receipts are filed.

Now comes M. E. Pangburn, Administrator of the estate of S. B. Lewis, Deceased, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administration of said estate, together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement. Upon examination whereof the Court doth approve the same and doth find that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administrator for distribution the sum of \$582.24. Whereupon the Court orders that said settlement be recorded and that said administrator distribute the sum of \$572.24 to the following named heirs as follows to-wit: Mary Bowman, daughter, \$91.12; Raymond Lewis, Grandson, 97.04; Earscell Lewis, Grandson, \$97.04; Chleo W. Lewis, \$97.04 take receipts for each share so ordered distributed as aforesaid and upon the filing of the same in this Court said administrator with bondsmen will be fully and finally discharged.

STATE OF MISSOURI) SS.
County of Daviess)

ORDER NO TAX DUE; NO APPRAISER APPOINTED.

In the matter of the Estate of M. V. Price, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate of appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property be deed, grant bargain, sale, gift, or in any other manner, in contemplation of death or intention to take affect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$ None personalty and \$ 150.00 real estate; Total, \$150.00.

That the decedent died testate on the 23rd. day of August 1923; that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Real Estate.	Personal Property.	Annuities Life Estate & Terms of Yrs.	Total Value interest of each.	Amt. Legal Exemption of each.
Delila A. Price,	Widow,	59.27			59.27	20000.00
Pattonsburg, Mo.						
Fred A. Price,	Son,	90.73			90.73	5000.00

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, therein, of income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of Five Dollars, probate fees accrued in this proceeding, which sum Delila A. Price Executrix of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgement be sent to the Treasurer of the State of Missouri, and to Delila A. Price, Executrix of said estate.

In the Probate Court Daviess Co, Mo, May Adj. Term, July 18th, 1923.

Judgment Establishing Will.

State of Missouri,) ss.
County of Daviess,)

In The Probate Court:

Be it remembered that heretofore, to-wit, on the 18th day of July, A. D. 1923, at an adjourned term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 18th day of July, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:

In the matter of the Estate of) Judgment Establishing Will:
Darwin W. Higby, deceased.

It being shown to the Court now here, that at an adjourned term of this Court, to-wit: On the 28th day of June, 1923, an instrument of writing purporting to be the last will and testament of Darwin W. Higby, deceased, and attested by Alfred Beall, Virgil H. Black and Elmer West as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Darwin W. Higby, deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of Alfred Beall, Virgil H. Black and Elmer West, said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 28th day of June, 1923.

And the Court having inspected said will, and seen and heard the testimony of Alfred Beall, Virgil H. Black and Elmer West, the attesting witnesses, so taken at an adjourned Term as to the execution of said will, and being sufficiently advised:--It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Darwin W. Higby, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

Judgment Establishing Will.

State of Missouri,) ss.
County of Daviess,)

In The Probate Court

Be it remembered that heretofore, to-wit, on the 18th day of July, A. D. 1923, at an adjourned term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 18th day of July, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:

In the matter of the Estate of) Judgment Establishing Will:
William Burton, deceased.

It being shown to the Court now here, that in vacation of this Court, to-wit: On the 13th day of July, 1923, an instrument of writing purporting to be the last will and testament of William Burton, deceased, and attested by Rubie L. Jinkens, R. E. Maupin and R. G. Maupin, as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said William Burton, deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of Rubie L. Jinkens and R. G. Maupin, two of the attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 13th day of July, 1923.

And the Court having inspected said will, and seen and heard the testimony of Rubie L. Jinkens and R. G. Maupin, the attesting witnesses, so taken in vacation, as to the execution of said will, and being sufficiently advised:--It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said William Burton, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

In-re of the Estate of S. B. Lewis, Dec'd.) Final Settlement and Order of Distribution And Discharge when all final receipts are filed.

Now comes M. E. Pangburn, Administrator of the Estate of S. B. Lewis, Dec'd, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administration of said estate, together with the proof of due publication of notice given by him as required by law of his intention to make such settlement.

Upon examination whereof the Court finds that after having paid all the debts due and owing by said estate, there is remaining in the hands of said Administrator the sum of \$582.24.

Whereupon the Court orders that said settlement be recorded and that said Administrator distribute the said sum of \$582.24 to the following named heirs as follows, to-wit:-

To Mary Bowman,	Daughter,	\$291.12.
To Raymond Lewis,	Grand-Son,	97.04
To Marscell Lewis,	"	97.04
To Chleo W. Lewis,	"	97.04

take receipts for such shares so ordered distributed as aforesaid and upon the filing of the same in this court said Administrator with his bondsmen will be fully and finally discharged.

In-re of the Estate Mary F. Patterson, Dec'd.) Demand Allowed.

Comes Thomas Stucker and presents an account against the estate of Mary F. Patterson, Dec'd, in the sum and total of \$421.00, for living expenses. Claimant hereby withdraws said demand and the same is therefore dismissed.

It is ordered that Court adjourn until July 31st., 1923.

E. J. Knight
Judge and Ex-officio Clerk of the Probate.

Court met in pursuant to adjournment with the following officers present:- J. Frank Gildow, Sheriff of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court of Daviess County Missouri; The following among other proceedings were had and made and interred of record herein to-wit:-

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IN the Probate Court of Daviess County, Missouri, May, Adj. Term July 31st., 1923.

In-re of the estate of Anna C. Long, Dec'd) Demand allowed

Comes Aurthor M. Seven^{for Farmers Store} and presents an account against the estate of Anna C. Long, Dec'd, in the sum and total of \$21.22 the same being founded upon a claim for sox, union O'alls, and dress. And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$21.22 be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 5.

In-re of the estate of Lillian Reager, Dec'd.) Demand Allowed.

Comes F. P. Wynne and presents an account against the estate of Lillian Reager Dec'd, in the sum and total of \$7.50 the same being founded upon a claim for balance^{on} account. And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$7.50 be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 5.

In-re of the Estate of Lillian Reager, Dec'd.) Demand Allowed.

Comes F. J. Andrews and presents an account for J. M. Andrews dealer in produce against the estate of Lillian Reager, deceased in the sum and total of \$12.80 the same being founded upon a claim for Coal. And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$12.80 be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 5.

In-re of the Estate of Thomas J. Prindle, Dec'd.) Demand Allowed.

Comes^{Dr.} J. B. Graham and presents an account against the estate of Thomas J. Prindle, Dec'd, in the sum and total of \$82.50, the same being founded upon a claim for Visits and administered intravenous Medicines. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$82.50 be Allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in class No. 2.

In-re of the Estate of Otis Johnston, Dec'd) Demand Allowed.

Comes C. R. Norton and presents an account against the estate of Otis Johnston, Dec'd, in the sum and total of \$35.00, the same being founded upon a claim for Auctioneer's fees for crying sale. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$35.00 be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in costs of Administration.

In-re of the Estate of Otis Johnston, Dec'd.) Demand Allowed.

Comes M. H. Wooden and presents an account against the estate of Otis Johnston, Dec'd, in the sum and total of \$25.00, the same being founded upon a claim for Clerk's fee for Clerking sale. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$25.00 be allowed and adjudged against the estate with interest at the rate of 6% and is by this order placed in costs of administration.

IN-re of the Estate of Otis Johnston, Dec'd.) Demand Allowed.

Comes William Walp and presents an account against the estate of Otis Johnston, Dec'd, in the sum and total of \$148.50, the same being founded upon a claim for (to labor) by contract made between Wm Walp and Otis Johnston, dec'd, for various labor, haying or harvesting to the sum of \$112.50, in the year 1920; for work Feb. to Mar. performed for 24 days \$36.00. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$148.50, be allowed and adjudged against the said estate with interest at the rate of 6% and is by this order placed in class No. 5..

In-re of the Estate of Mary M. Doty, Dec'd.) Demand Allowed.

Comes W. Glen^{for Gallatin Granite works} Smith and presents an account against the estate of Mary M. Doty, Dec'd, in the sum and total of \$290.00, the same being founded upon a claim for Monumental work. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$290.00, be allowed and adjudged against the said estate with interest at the rate of 6% and in by this order placed in class No. 2.

In-re of the Estate of Lousia J. Harrah, Dec'd.) Demand Allowed.

Comes Dr. James H. Hale and presents an account against the estate of Lousia J. Harrah, Dec'd in the sum and total of \$26.00, the same being founded upon a claim for six calls in April \$2.00 each \$12.00; Seven calls in May \$2.00, \$14.00. And service of notice waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$26.00, be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in Class No. 2.

In-re of the Estate of Lousia J. Harrah, Dec'd.) Demand Allowed.

In the Probate Court of Daviess County, Missouri, May adj. Term, July 31st. 1923.

In the Matter of the Estate of)

Melvin E. Sweany, Dec'd .)

Now comes Lillie Pearl Sweany and represents to the Court that she is the widow of Melvin E. Sweany, Dec'd, who died in Daviess Co., Missouri, on the 7th., day of July, 1923, leaving your petitioner, his widow, and two children, Lee Roy Sweany, son, Altamont, Missouri, Virgil Junior Sweany, son, Altamont, mo., both being under age. That said Melvin E. Sweany died possessed of Personal property to the amount of One thousand (\$1,000.00) Dollars and real Estate to the amount of Twelve Thousand (\$12,000.00) Dollars, that he did not have on hands at the time of his death the meat, provisions and necessary for the support of the family for the year ensuing after his death as the law provides that your petitioner is entitled to an allowance under the law for a reasonable sum for her year's support, the circumstances in life and the habits and manner of living of said deceased, being taken into consideration.

And your petitioner says that Six Hundred Dollars would be a reasonable sum and she prays the Court to allow her the sum of Six Hundred dollars for the years support of herself and family as the law provides.

Lillie P. Sweany

STATE OF MISSOURI,) SS.
County of Daviess,)

Lillie Pearl Sweany, the above petitioner, being sworn on oath states that the matters and things set forth in the foregoing application for an allowance for a years support are true as she verily believes.

Lillie P. Sweany

Subscribed and sworn to before me this 26th day of July, 1923.

(Notary)
(SEAL)

Otis Wise.

In the matter of the Estate of Melvin E. Sweany,) Order for One Year's Maintenance.
Deceased,)

Comes now Lillie Pearl Sweany, widow of Melvin E. Sweany, deceased, and shows to the Court that at the time of the death of said deceased there was not on hand sufficient grain, meats, and other provisions for the maintenance of her self and two minor children; she therefore prays the Court to make an order allowing her a reasonable appropriation out of the assets of the estate of said deceased, to make up the deficiency as aforesaid, and the Court having read said petition and heard the evidence in relation thereto and believing that said order should be made, does therefore order and direct said administrators pay out of the assets or funds on hands to the widow of said deceased the sum of \$600.00 and take a receipt for the same and file the same at their next settlement.

Application to Sell at Private Sale.

In the matter of the Estate of Lena Garvin, Deceased).

The undersigned administrator of the estate of Lena Garvin, deceased, shows to the Court that the interest of said estate requires that this seasons crop of oats should be sold at private sale.

Edgar Black
Administrator of said estate.

Sworn to and subscribed before me this 28th., day of July, 1923.

(SEAL).

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

ORDER FOR PRIVATE SALE.

In the matter of the estate)
of Lena Garvin, Deceased)

Now comes Edgar Black, administrator of said estate, and files his written application for permission to sell this seasons crop of oats belonging to said estate at private sale, and the court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interested therein, to sell the same at such sale, it is ordered that said administrator sell said property at private sale for not less than its appraised value, and that he report the same at his next settlement.

In the probate Court of Daviess County, Missouri, May, Adj. Term, July 31st., 1923.

ORDER RENEWING APPOINTING APPRAISER.

In-re of the Estate of)
 Ada Royston, Dec'd.)

It appearing to the Court that heretofore, to-wit, on the 12th., day of July, 1923, the same being an adj. day of the May, 1923, term thereof, an order was made of record appointing made by J. A. Selby, a qualified tax paying citizen of said Daviess County to appraise and fix the clear market value of any property estate, interest therein, or income therefrom, transfer of which is subject to the payment of a tax under the provisions of the transfer and inheritance tax laws of the State of Missouri, in the estate of Ada Royston, now Dec'd, and it appearing to the Court that said appraiser has been unable to complete the taking of testimony produced. Whereupon the Court orders that said order made on said 12th., day of July, 1923, appointing said appraiser be and the same is hereby renewed and the time extended in which to report his findings therein.

In the matter of the Estate of) Order Revoking Letters of Administration.
 Harvey N. Reynolds, Dec'd.)

It is ordered that the letters of administration heretofore granted by the Judge and Ex-officio Clerk of the Court, to-wit, April 13th, 1923, on said estate to Elizabeth M. Tibbs as administratrix be and they are this day revoked for the reason that since the granting of said letters it has been discovered that the said Harvey N. Reynolds, Dec'd, died leaving a will which has on the 12th. day of July, 1923, been produced proven and ordered to be recorded, and it is further ordered that the said Elizabeth M. Tibbs, said administratrix of said estate make final settlement of her administration, take a receipt from the person legally appointed and qualified to administer upon the filing of same in this court she will be finally discharged as such administratrix.

In the matter of the Estate of) Letters of Administration with will annexed granted.
 Harvey N. Reynolds, Dec'd.)

Now comes this day Elizabeth M. Tibbs and makes affidavit according to law and applies to the court for letters of administration with the will annexed on the estate of Harvey N. Reynolds, Dec'd, and it appearing to the court that the said Harvey N. Reynolds departed this life on the 28th. day of March, 1923, testate, and was at the time of his death a resident of Daviess Co, Mo, and possessed of personal property located in said Daviess Co, Mo, to the amount of \$8616.00, and real estate located in Daviess Co, Mo, to the amount of \$3080.00, Dollars, and that part of said property is to be applied and paid to the legatees mentioned in and under the last will and testament of said Dec'd, and the other part of property above mentioned is to be divided lawfully to the widow of said Dec'd, who is Mary E. Reynolds, and daughter of Harvey N. Reynolds Dec'd, who is Elizabeth M. Tibbs, and the said Elizabeth M. Tibbs states that she will make a perfect inventory and appraisement, and faithfully administer the estate, pay the debts as far as the assets will extend and law direct, and account for and pay over all assets which shall come to her possession or knowledge. And it further appearing to the court that Charles R. Nance and Wm. D. Reynolds were named in the will as executors thereof; and it being shown to the court now here that the said Charles R. Nance and Wm. D. Reynolds, the persons so named refused to serve as Executors in and under the last will and testament of said Harvey N. Reynolds, Dec'd, and the court proceeded to appoint Elizabeth M. Tibbs, who is the daughter of said Dec'd, and who is a competent and suitable person to administer and execute the terms of said will. It is therefore ordered that letters of administration with the will annexed be issued to the said Elizabeth M. Tibbs, and that before entering upon the duties of her trust she is required to enter into a bond to the State of Missouri in the sum of Seventeen Thousand (\$17,000.00) Dollars, with two or more sufficient securities thereon to be approved by the court as provided by law.

And now comes the said Elizabeth M. Tibbs and files her bond in the said sum of Seventeen Thousand (\$17,000.00) Dollars with W. D. Reynolds and J. L. Tibbs as sureties thereon, which is by the court now here accepted and approved.

It is further ordered that-----
 -----be and they are appointed witnesses and appraisers to assist said Administratrix with the will annexed in making inventory and appraisement of all money, and examining papers of said Dec'd, and in making inventory of all real and personal property of said Dec'd.

It is ordered that Court adjourn until August 1st., 1923

E. G. Knights
 Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court of Daviess County, Missouri, May Adj., Term, August 1st., 1923.

Court Met in pursuant to adjournment with the following officers present:- J. Frank Gildow, Sheriff, of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, of Daviess County, Missouri, the following proceedings were had, made and entered of record therein:-

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI.

In the Matter of the Estate of John E. Jenkins,)
Deceased, Lewis B. Gillihan, Administrator.

Application for an Order to Sell at Private Sale.

The Undersigned, Lewis B. Gillihan, administrator of the Estate of John E. Jenkins, deceased, shows to the Court that the interest of said estate requires that certificate No. 49 for two shares of the Capital stock of the Farmers Bank of Jameson, of Jameson, Mo., belonging to said estate should be sold at private sale.

He therefore asks an order permitting him to sell the same at private sale.

Lewis B. Gillihan

Subscribed and sworn to before me this 1st day of August 1923.

(SEAL)

E. G. Knight
Judge of Probate.

IN THE PROBATE COURT OF DAVIESS COUNTY, MISSOURI.

In the Matter of the Estate of John E. Jenkins, deceased.)

Now comes Lewis B. Gillihan, administrator of said estate and files his written application for permission to sell Certificate No. 49 for two shares of capital stock of the Farmers Bank of Jameson, Missouri, belonging to said estate, at private sale, and the Court being satisfied that it will be for the best interest of said estate and not prejudicial to persons interested therein, to sell the same at such sale. It is ordered that said administrator sell said property at private sale for not less than its appraised value for cash in hand, and that he report the same to this Court.

JUDGEMENT ESTABLISHING WILL.

STATE OF MISSOURI,)SS
County of Daviess,)

In the Probate Court.

Be it remembered that heretofore, to-wit, on the 1st. day of August, 1923. at an adjourned term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 1st. day of August, 1923, the following among other proceedings were had, made and entered of record therein, to-wit:-

In the matter of the estate of Harvey N. Reynolds, Dec'd.) Judgment Establishing Will:

It being shown to the Court now here, that an adjourned term of this court, to-wit: On the 12th day of July, 1923, an instrument in writing purporting to be the last will and testament of Harvey N. Reynolds, deceased, and attested by William E. Smith and Riley Fields, as witnesses was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Harvey N. Reynolds, Dec'd, and said Judge and Ex-officio Clerk proceeded to take the testimony of William E. Smith as witness to will, and Philip Shaw as writer of will, both identify the hand-writing of Riley Fields, the other attesting witnesses of said will, who is now Dec'd, said attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on 12th. day of July, 1923, and the court having inspected said will, and seen heard the testimony of William E. Smith as witness to will and Philip Shaw as writer of will, both identify the hand-writing of Riley Fields, the other attesting witnesses of said will, who now Dec'd, so taken at an adjourned term of this court on the 12th. day of July, 1923, as to the execution of said will, and being sufficiently advised:--It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Harvey N. Reynolds, dec'd, And the said proceedings and action of the Judge and Ex-officio Clerk in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

In the Probate Court of Daviess County, Missouri, May, Adj., Term Aug. 1, 1923.

In the Matter of the Estate of) ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROV-
Everett H. Helms, deceased.) ING ALLOWANCE TO APPRAISER AND OTHER COSTS.

Now on this day comes J. A. Selby, heretofore appointed appraiser, to fix the value of the property, estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax laws of the State of Missouri, and shows to the Court that he made the oath, and did all things required of him by law to be done, and within the time allowed by the Court so to do filed his written report of appraisement, in duplicate, together with all the testimony of witnesses examined, exhibits filed and other evidence taken by him, and his sworn statement of money expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said report of said appraiser, and does order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the property, estate, interest therein, or income therefrom referred to in said report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and the party or parties liable therefor are as follows:

Name and Address of Beneficiary.	Relation ship.	Total Value Interest of Each.	Amount Legal Exemption of Each.	Value of interest prop. sub. to Tax.	Rates of Tax.	Amt. of Tax.
Lola Harms, Weatherby, Mo.	Daughter,	\$3973.67	\$5,000.	None	1%	None
Floyd E. Helms, Hamilton, Mo.	Son,	3973.67	5,000.	None	1%	None
Inez Manning, Weatherby, Mo.	Daughter,	3973.67	5,000.	None	1%	None
Clyde E. Helms, Monte Vista, Cal.	Son,	3973.67	5,000.	None	1%	None
Glenn C. Helms, Weatherby, Mo.	Son	3973.67	5,000.	None	1%	None
Basil M. Helms, Weatherby, Mo.	Son,	3973.67	5,000.	None	1%	None

The Court having read and examined the sworn statement of said appraiser filed herein, and being fully advised in the premises, it is further ordered and adjudged that said appraiser J. A. Selby, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of \$13.73 dollars; that he was actually engaged 2 days in making said appraisement, for which he is allowed the sum of (\$10.00) ten dollars, making as costs against the persons liable for said tax, and as a lien against the respective interests of said persons.

It is further ordered that said Floyd E. Helms, Administrator of said estate, before making his final settlement, pay to the said Appraiser the said sum of \$23.73, and said probate fees of \$11.10, also pay to the Treasurer of the State of Missouri, when due, the aforesaid tax, so assessed; provided there is sufficient money in his hands belonging to said persons so taxed, or that may have been advanced by them to him, with which to pay their respective shares of said tax and of said costs; and if he has not such amount on hand, then he is ordered to pay the same out of the proceeds of the sale of any property, that may hereafter be ordered sold by this Court to raise funds to make such payment. And a certified copy hereof is ordered mailed to Floyd E. Helms, Administrator of the said estate.

It is ordered that Court Adjourn until August 6, 1923.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court of Daviess County, Missouri, May Adj., August 6th., 1923.

Court met in pursuant to Adjournment with the following officers present:- J. Frank Gildow, Sheriff of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court of Daviess County, State of Missouri, the following proceedings were had, made and interred of Record therein:-

In-re of the Estate of William Burton, Deceased) Demand Allowed.

Now comes George Bryan and presents an account against the estate in the sum and total of \$209.10 for, Casket \$177.00; Embalming \$8.00; Hearse (two riges) \$10.00; Flowers \$3.50; Grave Lining \$2.20; Men for opening of Grave \$8.40. And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$209.10, be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In-re of the estate of Philip Johnson, Deceased) Demand Allowed.

Now comes Dr. L. R. Doolin and presents an account against the estate in the sum and total of \$18.00 for professional Service rendered during deceased, life time. And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$18.00, be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In-re of the Estate of Harvey N. Reynolds, Deceased) Demand Allowed.

Now comes Br. J. B. Graham, and presents an account against the estate in the sum and total of \$126.00, for Professional services, medical treatment and visits, rendered to deceased during his life time. And service of notice being waived in writing and affidavit and proof being made it is ordered by the Court that the sum of \$126.00 be allowed and adjudged against said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In-re of the Estate of Philip M. Johnson, Deceased) Demand Allowed.

Now comes Farmers Exchange bank and presents an account against the estate in the sum and total \$275.00 for a note the following of which is a copy:-

Gallatin, Mo. Sept. 30, 1923 Six months after date, we promise to pay to the order of the Farmers Exchange Bank, Gallatin, Missouri Two Hundred Seventy Five ---- Dollars, \$275.00 for value received, payable at the banking house of said bank with eight per cent, interest per annum from Date. If the interest is not paid annually of when due, to become part of the principal and from that date the amount due, both principal and interest, to bear interest at the rate of eight per cent, compounded if collected by an attorney, of by legal procedure, we agree to pay a collecting fee of ten per cent. on the total sum due. Demand for payment, protest and notice of dishonor are hereby waived by all parties.

Post Office _____ No. _____ P. M. Johnson

And service of notice being waived in writing and affidavit and proof being made it is ordered by the court that the sum of \$275.00 be allowed and adjudged against the estate with interest at the rate 8% from date of note and is by this order placed in class No. 5.

In-re of the Estate of Jesse J. McCoy, Deceased) Demand Allowed.

Now comes Farmers Exchange Bank and presents an account against the estate in the sum and total of \$500.00, for a note the following of which is a copy:-

Gallatin, Mo. Nov. 18, 1923. Six months after date, we promise to pay to the order of the Farmers Exchange Bank, Gallatin, Missouri, Five Hundred Dollars, \$ 500. 00. for value received, payable at the banking house of said bank with eight per cent, interest per annum from Date. If the interest is not paid annually of when due, to become part of the principal and from that date the amount due, both principal and interest, to bear interest at the rate of eight per cent., compound. If collected by an attorney, or by legal procedure, we agree to pay a collecting fee of ten per cent. on the total sum due. Demand to payment, protest and notice of dishonor are hereby waived by all parties.

Post Office _____ No. _____ J. J. McCoy

And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum of \$500.00 be allowed and adjudged against the estate with interest at the rate 8% from date of note and is by this order placed in class No. 5.

In-re of the Estate of Philip M. Johnson, Deceased) Demand Allowed.

Now comes F. G. Johnson and presents an account against the estate in the sum and total of \$375.00, for a note the following of which is a copy:-

Gallatin, Mo. Feb. 14, 1921. \$375.00 One day after date, we promise to pay to the order of F. G. Johnson, Three Hundred and Seventy five Dollars for value received, payable at Gallatin, Mo., with 7 per cent interest per annum from date due, BUT IF NOT PAID WHEN DUE TO DRAW 7 PER CENT FROM DATE. and if the interest is not paid annually to become part of the principal and bear the same rate of interest. If this note be not paid at maturity and should be collected by an attorney we agree to pay an attorney's fee of ten per cent on the total sum due in addition to the principal and interest herein named.

Post Office _____ Due _____ P. M. Johnson

And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$375.00 be allowed and adjudged against the estate with interest at the rate of 7% from date of note and is by this order placed in class No. 5.

It is ordered that Court Adjourn until August 11, 1923.

E. G. Knight
Judge and Ex-officio Clerk of the Probate.

In the Probate Court of Daviess County, Missouri May Adj. Term, August 11, 1923.

Court met in pursuant to Adjournment with the following officers:-- J. Frank Gildow, Sheriff of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court of Daviess County, Missouri, the following proceedings were had, made and interred of record therein:--

In-the Estate of John S. Egbert, Deceased) Demand Allowed.

Now Comes Rebecca Davis and presents an account against the estate of John S. Egbert, Deceased, for two Notes Copys as follows :- First Note
Pattonburg, Mo. March 1st., 1922 Twelve Months after date, we, or either of us as principal, promise to pay to the order of R. Davis Twenty five Dollars for value received, payable at the Pattonburg Savings Bank, With interest at the rate of 8 per cent. per annum from maturity, and

all interest not paid annually to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest, of this note, and the time may be extended without notice to endorsers. (Note for \$25.00 dated March 1, 1922 due in twelve Mo. Due March 1st., 1923. after date with interest at the rate of 8% per annum from maturity.

P. O. _____ No. _____ John S. Egbert.
And service of Notice being waived in writing and affidavit of proof being made, it is ordered by the Court that \$25.00 be allowed against the said estate with interest at the rate of 8% from date of Maturity and is by this order placed in class No. 5.

Second Note.
\$2500.00 Pattonburg, Mo. March 1st. 1919. Three years after date, we, or either of us, as principal, promise to pay to the order of Rebecca Davis, Twenty Five Hundred, Dollars For value received, payable at the Pattonburg Savings Bank, with interest at the rate of 7 per cent per annum from date, and all interest paid annually to become as principal, and bear the same rate of interest. The signers and endorsers each waive demand, notice and protest, of this note, and the time may be extended without notice to endorsers.
Due March 1st., 1922

P.O. _____ No. _____ John S. Egbert

Interest on Note of \$2500.00 dated March 1, 1919 due in three years with interest at the rate of 7% per annum from date, secured by Trust Deed on the South-east quarter of the North-east quarter of section Twenty-nine (29) township Sixty-one (61) of range Twenty-eight (28) also an easement or pass way off of the North side of the South-west quarter and also and easement of road way of passway off of the west side of the South-west quarter of section Twenty-eight (28) township and range aforesaid Interest Credits on back of note:

\$175.00 Jan 26, 1920; \$175.00 Feb. 26, 1921; \$175.00 Feb. 25, 1922 to March 1, 1922.
Interest from Mar. 1, 1922 to Mar. 15, 1923. \$182.29

And service of notice being waived in writing and affidavit and proof being made, it is ordered by the Court that \$2500.00 be allowed and adjudged against the said estate with interest at the rate of 7% from Mar. 15th. 1923 and is by this order placed in class No. 5.

In the estate of Melvin E. Sweany, Deceased) Demand Allowed.

Now comes S. R. Surface and Son and Presents an account against the estate of Melvin E. Sweany, Deceased in the sum and total of \$347.75, For Casket \$210.00; Vault \$100.00; Hearse \$10.00; Lining \$7.00; Hase and Fice \$.75; Embalming \$20.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered by the Court that \$347.75 be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 4.

In the estate of P. M. Johnson, Deceased) Demand Allowed.

Now comes Lee R. Pierce and presents an account against the estate of P. M. Johnson, Deceased in the sum and total of \$14.50, for Services as Auctioneer at public Sale. And service of notice being waived in writing and affidavit of proof being made it is ordered by the Court that the sum and total of \$14.50 be allowed and adjudged against the estate with interest at the rate of 6% from date of allowance and is by this order placed in costs of administration.

In the Estate of Harriett L. Sutton, Deceased) Demand Allowed.

Now comes Dr. J. L. Reich and Presents an account against the estate of Harriett L. Sutton, Deceased in the sum and total of \$50.50, for Professional services to date balance due as ~~above~~ stated. And service of notice being waived in writing and affidavit of proof being made, it is order by the Court that the sum of \$50.50 be allowed and adjudge against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 2.

In the Estate of Harriett L. Sutton, Deceased) Demand Allowed.

Now comes S. R. Surface and Son and presents an account against the estate of Harriett L. Sutton, Deceased in the sum and total of \$272.50, for, Casket \$200.00; Embalming \$20.00; Dress \$25.00; Slippers \$35.50; Grave Lining \$6.00; Grave Broads \$2.00; Digging Grave \$6.00; Hearse \$10.00. And service of notice being waived in writing and affidavit and proof being made, it is ordered By the Court that the sum and total of \$272.50 be allowed and adjudged against the estate with interest at the rate of 6% from date of allowance and is by this order placed in class No. 1.

In the Probate Court of Daviess County, Missouri, May Adj. Term, August 11, 1923.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

STATE OF MISSOURI) ss.
County of Daviess)

In the matter of the Estate of Mary E. Meadows, Deceased.

Now on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death of intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$ None Personalty and \$ None real estate; total, \$ Nothing.

That the decedent died intestate on the 21st day of January 1923, that the persons entitled to the distribution of said estate are:

name and address of Beneficiary .	Relation ship.	Real Estate	Personal Property.	Annuities. Life Estates and Term of Yrs.	Total Value Interest of Each.	Amount of Legal Exemption of Each.
William H. Meadows, Son, Pattonsburg, Mo.		None	None		None	5,000.
Charles L. Meadows, Son, Pattonsburg, Mo.		None	None		None	5,000.
James E. Meadows, Son, Pattonsburg, Mo.		None	None		None	5,000.
Clara L. Weldon, Daughter, Pattonsburg, Mo.		None	None		None	5,000.
Allid L. Street, Maryville, Mo.	"	None	None		None	5,000.
Lora E. Feurt, Pattonsburg, Mo.	"	None	None		None	5,000.
Cloria J. Meadows, Pattonsburg, Mo.	"	None	None		None	5,000.
Lillie A. Welden, Pattonsburg, Mo.	"	None	None		None	5,000.
Mollie E. Maige, Pattonsburg, Mo.	"	None	None		None	5,000.
Oscar P. Meadows, Son, Pattonsburg, Mo.		None	None		None	5,000.
Bessie Silvy, Grand Daughter, Pattonsburg, Mo.		None	None		None	5,000.
Roy E. Meadows, Grand Son, Pattonsburg, Mo.		None	None		None	5,000.
Olin B. Meadows, Grand Son, Pattonsburg, Mo.		None	None		None	5,000.
Everett Meadows, Grand Son, Pattonsburg, Mo.		None	None		None	5,000.

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum C. L. and J. E. Meadows, Administrators of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to C. L. and J. E. Meadows, Administrators of said estate.

In the Probate Court of Daviess County, Missouri, May Adj., Term August 11, 1923.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

STATE OF MISSOURI,)SS.
County of Daviess.)

In the Matter of the Estate of Harreitt L. Sutton, Deceased,

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard and the inventory and appraisement in said estate, and all estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale gift, or in any other manner, in contemplation of death of intended to take effect in possession of enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$200.00 personalty and \$750.00 real estate; total, \$950.00.

That the decedent died intestate on the 19th., day of April, 1923, that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation ship.	Real Estate	Personal Property.	Annuities, life Estates and Terms of Yrs.	Total value Interest of Each.	Amount Legal Exemption of Each.
Gertrude Martin, Daughter,		237.50	50.00		287.50...	5,000.
Altamont, Mo.						
Elmer E. Sutton, Son,		237.50	50.00		287.50	5,000.
Weatherby, Mo.						
Fred A. Sutton, Son,		237.50	50.00		287.50	5,000.
Altamont, Mo.						
John E. Sutton, Son,		237.50	50.00		287.50	5,000.
Saint Joseph, Mo;						

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Otis Wise, Administrator of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgement be sent to the Treasurer of the State of Missouri, and to Otis Wise, Administrator of said estate.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

STATE OF MISSOURI,)SS.
County of Daviess.)

In the Matter of the Estate of Alice Harrison, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death of intended to take effect in possession of enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$ None personalty and \$ 1500.00 real estate; total, \$1500.00.

That the decedent died intestate on the 28th., day of March 1923; that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation ship.	Real Estate.	Personal Property.	Annuities, Life Estates and Terms of Yrs.	Total value Interest of Each.	Legal Exemption of Each.
Frank Harrison, Son,		500.00	None		500.00	5,000.
Trenton, Mo.						
Edgar Harrison, Son,		500.00	None		500.00	5,000.
Trenton, Mo.						
Homer Harrison, Son,		500.00	None		500.00	5,000.
Jamesport, Mo.						

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, of income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Homer Harrison, Administrator of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgement be sent to the Treasurer of the State of Missouri, and to Homer Harrison, Administrator of said estate.

In the Probate Court of Daviess County, Missouri, May Adj., Term August 11., 1923.

ORDER NO TAX DUE ; NO APPRAISER APPOINTED

STATE OF MISSOURI.) SS.
County of Daviess.)

In the Matter of the Estate of Martha J. Hollis, Deceased.

Now on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$ None personalty and \$1482.16 real estate; total \$1482.16.

That the decedent died testate on the 23rd., day of March 1923; that the persona entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Real Estate.	Personal Property.	Annuities and Terms of Yrs.	Life Est.	Total Value Interest of Each	Exempt. of Each.
Howard J. Hollis, Winston, Mo.	Son,	741.08				741.08	5,000.
Carrol W. Hollis, Gault, Mo.	Son,	741.08				741.08	5,000.

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest herein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Virgil H. Black, Public Administrator of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to Virgil H. Black, Public Administrator of said estate.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

STATE OF MISSOURI.) SS.
County of Daviess.)

In the Matter of the Estate of Lizzie Blakely, Deceased.

Now on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$ 240.00 personalty and \$ None real estate; total, \$240.00.

That the decedent died intestate on the 26th., day of March, 1923, that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Personal Property.	Annuities, Life Estates and Terms of years.	Total value Interest of Each.	Amount Legal Exemption of Each.
Martha J. Robertson, Gallatin, Mo.	Sister,	40.00,		40.00	500.00
Robert Quinn, Greenfield, Iowa.	Brother	40.00		40.00	500.00
Thomas Quinn, Highland, Kansas.	Brother,	40.00		40.00	500.00
Mrs. Nellie Fish, Spearfish, S. Dak.,	Sister,	40.00		40.00	500.00
Mrs. S. E. Dawden, Pudiar, Mo.	Neice,	40.00		40.00	500.00
Eva Gendrow, Sand Springs, Okla.	Niece,	6.66		6.66 ² / ₃	500.00
Maude Shockley, Elgin, Oregon,	Niece,	6.66		6.66 ² / ₃	500.00
Mattie Stevenson, Elgin, Oregon,	Niece,	6.66		6.66 ² / ₃	500.00
Lucy Vandever, Trenton, Arigona.	Niece,	6.66		6.66 ² / ₃	
Josie Vandever, Sapulpa, Okla.	Niece,	6.66		6.66 ² / ₃	
Robert Lincoln, Sand Springs, Okla.	Niece,	6.66		6.66 ² / ₃	

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum J. H. Robertson, Administrator of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to J. H. Robertson, Administrator of said estate.

In the Probate Court of Daviess County, Missouri, May Adj. August 11. 1923.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

STATE OF MISSOURI,)SS.
County of Daviess.)

In the Matter of the Estate of Zaring E. Clay, Deceased.

Now, on this day the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$6300. personalty and \$2000. real estate; total, \$8300.

That the decedent died intestate on the 8th., day of April, 1923; that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Personal Property.	Real Estate.	Annuities Life Estates and Terms of Years.	Total value Interest of Each.	Amount Legal Exemption of Each.
Lulu N. Clay, Jamesport, Mo.	Widow,	4231.39	1343.30	5574.69 40 years of age.	5574.69	20,000.
Wayne Clay, Jamesport, Mo.	Son,	1034.30	328.35	1362.65	1362.65	5,000.
Marjorie Clay, Jamesport, Mo.	Daughter,	1034.30	328.35	1362.65	1362.65	5,000.

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemption.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix, the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Lulu N. Clay, Administratrix of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to Lulu N. Clay, Administratrix of said estate.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

STATE OF MISSOURI,)SS.
County of Daviess.)

In the Matter of the Estate of Reuban Meyer Wetzel, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest, therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$3000.00 personalty and \$3000. real estate; total, \$6000.00.

That the decedent died intestate on the 22nd., day of March 1923; that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Real Estate.	Personal Property.	Annuities, Life Estates and Terms of years.	Total value Interest of Each.	Amount Legal Exemption of Each.
Pauline Wetzel, Jamesport, Mo.	Widow,	2135.25	2135.25	4270.50	4270.50	20,000.
Martha Jean Wetzel, Jamesport, Mo.	Daughter	864.75	864.75	1729.50	1729.50	5,000.

That after deducting the costs of administration and debts probated against said estate, there does not remain assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Pauline Wetzel, Administratrix of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to Pauline Wetzel, Administratrix of said estate.

IN the Probate Court of Daviess County, Missouri, May Adj., Term August 11, 1923.

APPLICATION FOR ORDER TO SELL TWO BONDS AT PRIVATE SALE.

Estate of Lizzie Blakely, Deceased)
J. H. Robertson, Administrator.)

IN THE PROBATE COURT.

The undersigned, J. H. Robertson, Administrator of the Estate of Lizzie Blakely, Deceased, shows to the court that the interest of said estate requires that Bonds Numbers L1235220 and Number L1235221, Belonging to said estate, should be sold at private sale. He therefore ask an order permitting him to sell the same at private sale.

J. H. Robertson
Administrator.

(Seal)

Subscribed and sworn to before me, this 11th., day of August, 1923.

E. G. Knight.
Judge and Ex-officio Clerk of the Probate.

ORDER FOR PRIVATE SALE.

In the matter of the Estate of Lizzie Blakely, Deceased.)

Now comes J. H. Robertson administrator of said estate, and files his written application for permission to sell Bonds Numbers L1235220 and Number L1235221, Belonging to said estate at private sale, and the court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interested therein, to sell the same at such sale, it is ordered that said administrator sell said property at private sale for not less than its appraised value, and that he report the same at his next settlement.

Estate of Manley Poe Razy, Dec'd.) Demand founded upon a note presented for allowance.

Now at this day the demand of J. W. Stith vs. estate of Manley Poe Razy is coming on to be settled, said demand is for the sum of \$75.00, founded upon a note purporting to have been given by the said Manley Poe Razy, deceased, on Sept. 3, 1920, for the sum of \$75.00, due 4 months after date and payable to J. N. Stith.

And it appearing from the service thereon that Beulah Razy, Admrx. signed said demand on the 10th. day of December, 1920, hereby waiving notice of the presentment of the within account for allowance by the Probate Court of Daviess Co, Mo, and refused to sign that said account is just and due, and ask that the affidavit of creditor be taken as full proof thereon, and said creditor, J. W. Stith having been duly notified by the Probate Court of such service made by said admrx. on said estate for more than ten days prior to this day, said claimant, J. W. - Stith failed to appear or give any reason whatsoever why he did not appear and justify his claim by proof, therefore the court orders and adjudge that said claim be disallowed, and that the plaintiff take nothing by reason of his demand, and that the costs of this proceedings be taxed against the estate of Manley Poe Razy, Dec'd.

Judgment Establishing Will.

State of Missouri,)ss.
County of Daviess,)

In The Probate Court:

Be it remembered that heretofore, to-wit, on the 11th day of August, A. D., 1923, at an adjourned term of the Probate Court of Daviess County, State of Missouri, begun and held at the Court House in the City of Gallatin, County and State aforesaid, on the 11th day of August, 1923, the following among other proceedings were had, made and entered of record therein, to-wit: In the matter of the Estate of Anna A. McDaniel, deceased.) Judgment Establishing Will:

It being shown to the Court now here, that at a regular term of this Court, to-wit: On the 17th day of May, 1923, an instrument of writing purporting to be the last will and testament of Anna A. McDaniel, deceased, and attested by R. E. Maupin, J. B. McDougal and R. G. Maupin, as witnesses, was produced before the Judge and Ex-officio Clerk of this Court to be proved and admitted to record, as the last will of said Anna A. McDaniel, deceased, and said Judge and Ex-officio Clerk proceeded to take the testimony of R. E. Maupin and R. G. Maupin, two of the attesting witnesses, which was by said Judge and Ex-officio Clerk reduced to writing, and signed by them respectively, and is now here produced in Court. And said Judge and Ex-officio Clerk having declared said will proved, granted a certificate of Probate on said 17th day of May, 1923.

And the Court having inspected said will, and seen and heard the testimony of R. G. Maupin, and R. E. Maupin, the attesting witnesses, so taken at a regular term of this court as to the execution of said will, and being sufficiently advised:--It is ordered and adjudged by the Court that said instrument be considered proved, and the same is adjudged to be the last will of said Anna A. McDaniel, deceased. And the said proceedings and action of the Judge and Ex-officio Clerk in the premises, are in all things ratified and confirmed, and it is ordered that said will be admitted to record.

In the Probate Court of Daviess County, State of Missouri, May Adj. Term, August 11, 1923

ORDER NO TAX DUE; NO APPRAISER APPOINTED.

In the Matter of the Estate of James L. Davisson, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$no personalty and \$ 6500. real estate; total, \$ 6500.

That the decedent died intestate on the 10th., day of March 1923, that the persons entitled to the distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Real Estate.	Personal Property.	Annuities, Life Est. & Terms of Yrs.	Total value Interest of Each.	Total value Interest of Each.	Amount Legal Exemption of Each.
Mary A. Davisson, Coffey, Mo.	Widow,	2838.88		2838.88 60 years of Age.	2838.88	2838.88	20,000.00
Blanche White, Coffey, Mo.	Daughter,	732.22			732.22	732.22	5,000.
Ross Davisson, Jameson, Mo.	Son,	732.22			732.22	732.22	5,000.
Nellie R. Lasher, Jameson, Mo.	Daughter,	732.22			732.22	732.22	5,000.
David J. Davisson, Coffey, Mo.	Son,	732.22			732.22	732.22	5,000.
Gladys Evans, Coffey, Mo.	Daughter,	732.22			732.22	732.22	5,000.

That after deducting the cost of administration and debts probated against the said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum Mary A. Davisson, Administratrix of said estate, is ordered to pay out of any money on hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to Mary A. Davisson, Administratrix, of the estate.

ORDER NO TAX DUE; NO APPRAISER APPOINTED

In the Matter of the Estate of Alonzo M. Hankins, Deceased.

Now, on this day, the Court does take up for hearing the matter of the appointment of an appraiser in the above estate to appraise and fix the clear market value of any property, estate, interest therein, or income therefrom, transfer of which is subject to the payment of an inheritance tax under the provisions of the Transfer and Inheritance Tax Laws of the State of Missouri.

The evidence having been heard, and the inventory and appraisement in said estate, and all papers and records in the office of the Court pertaining to such matter having been examined, and it further appearing that the decedent made no transfer of any property by deed, grant, bargain, sale, gift, or in any other manner, in contemplation of death or intended to take effect in possession or enjoyment at or after the death of said decedent, the Court finds that the clear market value of all the property of said estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, aggregates \$300. personalty and \$6040 real estate; total, \$6340.00.

That the decedent died intestate on the 14th., day of March, 1923; that the persons entitled to distribution of said estate are:

Name and Address of Beneficiary.	Relation-ship.	Personal Property.	Annuities, Life Estates and Terms of Yrs.	Total value Interest of Each.	Amount Legal Exemption of Each.	Real Estate.
Luciva C. Hankins, Jameson, Mo.	Widow	210.00	73 Years of Age	3350.80	20,000.	3140.80
J. M. Hankins, Gallatin, Mo.	Son,	22.50		747.30	5,000.	724.80
Mary E. Bosch, Jameson, Mo.	Daughter,	22.50		747.30	5,000.	724.80
Effie F. Gains, Jameson, Mo.	Daughter,	22.50		747.30	5,000.	724.80
John Hankins, Darrelton, Mo.	Son,	22.50		747.30	5,000.	724.80

That after deducting the costs of administration and debts probated against said estate, there does not remain net assets of said estate to be transferred to said beneficiaries more than the sum to which said beneficiaries are entitled as exemptions.

Wherefore, the Court, in view of the premises, finds that there is no tax due the State of Missouri under the Transfer and Inheritance Tax Laws thereof, by reason of the transfer of any property, estate, interest therein, or income therefrom, in said estate, and that there is no necessity of appointing an appraiser to appraise and fix the value of any property of said estate, and it is ordered no such appraiser be appointed.

It is further ordered and adjudged that there be taxed against said estate the sum of five Dollars, probate fees accrued in this proceeding, which sum John C. Leopard, Administrator of said estate, is ordered to pay out of any money in hand.

It is further ordered and adjudged that a certified copy of this order and judgment be sent to the Treasurer of the State of Missouri, and to John C. Leopard, Administrator of said estate.

In the Probate Court of Daviess County, Missouri, May Adj., Term August 11, 1923.

In-re of the Estate of Uretta McDow, Deceased) Demand Allowed.

Now comes James McDow and presents an account against the estate of Uretta McDow, deceased in the sum and total of \$50.00 the same being for a note a copy of which is as follows to-wit:- \$50.00, Gallatin, Mo., Feby. 24 1919, one year after date, we promise to pay to the order of James McDow, Fifty, --- Dollars for value received, payable at the Banking House of the First National Bank, at Gallatin, Mo., with 6 per cent. interest per annum from date and if the interest is not paid annually, to become part of the principal and bear the same rate of interest; and we further agree to pay ten per cent. attorney's fee if this note is placed in hands of attorney for collection.

Post Office _____

Due _____

Uretta McDow

And service of notice being waived in writing of presentment of claim and all parties interested agree-
ing/it is ordered by the Court that the sum of \$50.00 be allowed adjudged against the estate with interest at the rate of 6% from date of note and is by this order placed in class No. 5.

In the Matter of the Estate of }
Fredrick Strasser, Deceased. } Partial Discharge.

Comes now John A. Strasser, Executor of the Last will and Testament and of the Estate of Fredrick Strasser, deceased, and files all final receipts for all bequests and legacies and heirs under and by the terms of said will, except receipt for Dorthy V. VanBuren, a minor for her share in said estate in the sum of \$278.23, and having paid all debts due and owing by said deceased, and having made full and final settlement said executor together with his bondsmen are now fully and finally discharged except as to the receipt from said Minor.

It is ordered that Court adjourn until court in course.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court.

Court met in pursuant to adjournment with the following officers present :- J. Frank Gildow, Sheriff of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, of Daviess County, Missouri, the following proceedings were had and made and interred of record therein:-
In the Probate Court of Daviess County, Missouri, August Term August 13, 1923.

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In-re of the Estate of David W. Vaughn, Deceased) Demand Allowed.

Now Comes Geo. Lockridge and presents an account against the estate of David W. Vaughn, Deceased, in the sum and total of \$10.00, the same being founded upon a claim for Services in drainage trial of South drainage district. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$10.00, be allowed and adjudged against the estate with interest at the rate of 6% from date of allowance and is by this order placed in cost of Administration.

In-re of the Estate of Sarah E. Langford, Deceased) Demand Allowed.

Now comes E. E. Hamilton for the Trenton Granite Works and presents an account against the estate of Sarah E. Langford, deceased, in the sum and total of \$235.00 the same being founded upon a claim for One granite Monument, Installed. And service of notice being waived in writing and affidavit of proof being made, it is ordered by the Court that the sum of \$235.00, be allowed and adjudged against the said estate with interest at the rate of 6% from date of allowance and is by this order placed in No. 2.

In-re of the Estate of Josephine Everman, Deceased) 1st Semi-Annual Settlement.

Comes now Otis Wise, Administrator of the estate of Josephine Everman, deceased and presents his accounts and vouchers duly verified by affidavit for his 1st., Semi-annual Settlement which is by the Court examined, approved and ordered to be recorded.

In-re of the Estate of John S. Egbert, Deceased) 1st. Semi-annual Settlement.

Comes now J. W. Trimble, Administrator of the Estate of John S. Egbert, Deceased and presents his accounts and vouchers duly verified by affidavit for his 1st., Semi-annual Settlement which is by the Court examined, approved and ordered to be recorded.

In-re of the Estate of Archie Blankenship, a Minor) Fourth Annual Settlement.

Comes now Willis Blankenship, Guardian and Curator of the person and estate of Archie Blankenship, a minor and presents his accounts and vouchers duly verified by affidavit for his fourth Annual Settlement which is by the Court examined, approved and ordered to be recorded.

In-re of the Estate of Sallie P. Beard, Deceased) First Semi- Annual Settlement.

Comes now Sam Henderson, Administrator of the Estate of Sallie P. Beard, deceased and presents his accounts and vouchers duly verified by affidavit for his 1st., Semi-annual Settlement which is by the Court examined, approved and ordered to be recorded.

In-re of the Estate of Lula C. Donaldson, a Minor) 8th., Annual Settlement.

Comes Frank Donaldson, Guardian and Curator of the person and estate of Lula C. Donaldson, a minor and presents his accounts and vouchers duly verified by affidavit for his 8th., Annual Settlement which is by the Court examined, approved and ordered to be recorded.

In-re of the Estate of Lloyd E. Carter, et al minors) 3rd., annual Settlement.

Comes Lawrence E. Carter, Guardian and Curator of the persons and estates of Lloyd E. Carter et al minors and presents his accounts and vouchers duly verified by affidavit for his 3rd., annual Settlement which is by the Court examined, approved and ordered to be recorded.

In-re of the Estate of William T. Thurber) Application for order to Sell at Private Sale.

The undersigned, Mary Thurber, Administrator of the Estate of William T. Thurber, deceased, shows to the Court that the interest of said estate requires that one Coupon Bond for \$50.00, belonging to estate, should be sold at private sale. She therefore asks an order permitting her to sell the same at private sale.

(Seal)

Mary Thurber

Subscribed and sworn to before me, this 13th., day of August, 1923.

E. G. Knight
Judge and Ex-officio Clerk of the Probate.

ORDER TO SELL AT PRIVATE SALE.

In the Matter of the Estate of William T. Thurber, Deceased.)

Now comes Mary Thurber, administrator of said estate, and files his written application for permission to sell One Coupon Bond for \$50.00, belonging to said estate at private sale, and the court being satisfied that it will be for the best interest of the estate, and not prejudicial to persons interest therein, to sell the same at such sale, it is ordered that said administrator sell said property at private sale for not less than its appraised value, for Cash in hand and that she report the same at her next settlement.

In the Probate Court of Daviess County, Missouri, August Term August 13th., 1923.

ORDER ASSESSING TRANSFER AND INHERITANCE TAX; AND APPROVING
ALLOWANCE TO APPRAISER AND OTHER COSTS

In the Matter of the Estate of William C. Gillihan, Deceased.

Now on this day A. J. Place, heretofore appointed appraiser, to fix the value of the property estate, interest therein, and income therefrom of above estate, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, and shows to the Court that he made the oath, and did all things required of him by said law to be done, and within the time allowed by the Court so to do filed his written report of appraisement, in duplicate, together with all the testimony of witnesses examined, exhibits filed and other evidence taken by him, and his sworn statement of moneys expended and expenses incurred by him in connection with said appraisement.

After full examination thereof, the Court does approve the said report of said appraiser, and does order one copy thereof certified and mailed to the Treasurer of the State of Missouri.

IT IS ORDERED AND ADJUDGED that the clear market value of the Property, estate, interest, therein, or income therefrom referred to in said report, transfer of which is subject to the tax imposed by the Transfer and Inheritance Tax Laws of the State of Missouri, the amount of said tax, and the party of parties liable therefor are as follows:

Name and address of Beneficiary.	Relation-ship.	Real Estate.	Personal Property.	Annuities, Life Estates and terms of Yrs.	Total Val. of Each.	Amt. Leg. Exempt. of Each.	Property subj. to tax.	Amt. of Tax.
Mary J. Gillihan, Gallatin, Mo.	Widow,	\$5627.21,	\$6571.47		\$12198.70,	\$20,000.	1%	0.00
Tessora Britton, Knasas City, Mo.	Daug.	2140.35	2499.50		4639.85	5,000.	1%	0.00
Paul E. Gillihan, Point Arena, Cal.	Son,	2140.35	2499.50		4639.85	5,000.	1%	0.00
Edith Powell, Portland, Ore.	Daug.	2140.35	2499.50		4639.85	5,000.	1%	0.00
Lewis B. Gillihan, Gallatin, Mo.	Son,	2140.35	2499.50		4639.85	5,000.	1%	0.00
Venna Love, Milan, Mo.	Daug.	2140.35	2499.50		4639.85	5,000.	1%	0.00
W. C. Gillihan, Jr., Pittsburg, Kan.	Son,	2140.35	2499.50		4639.85	5,000.	1%	0.00
Ben H. Gillihan, Gallatin, Mo.	Son,	2140.35	2499.50		4639.85	5,000.	1%	0.00

The Court having read and examined the sworn statement of said appraiser filed herein, and being fully advised in the premises, it is further ordered and adjudged that said appraiser A. J. Place, be allowed his actual and necessary expenses incurred in making said appraisement in the sum of \$15.00 dollars: that he was actually engaged Three days in making said appraisement, for which he is allowed the sum of \$5.00 dollars, making a total allowance of \$15.00 dollars, which, together with \$5.00 dollars, probate fees, is taxed as costs against the persons liable for said tax, and as a lien against the respective interests of said persons.

It is further ordered that said Executors of said estate, before making their final settlement, pay to the said Appraiser the said sum of \$15.00, and said probate fees of \$5.00, also pay to the Treasurer of the State of Missouri, when due the aforesaid tax, so assessed; provided there is sufficient money in their hands belonging to said persons so taxed, or that may have been advanced by them to him, with which to pay their respective shares of said tax and of said costs; and if they have not such amount on hand, then he is ordered to pay the same out of the proceeds of the sale of any property that hereafter be ordered sold by this Court to raise funds to make such payment. And a certified copy hereof is ordered mailed to Lewis B. Gillihan and Ben H. Gillihan, executors of said estate.

In the Matter of the Estate of Ada M. Royston, Dec'd) Order of Sale of Real Estate.

Now Comes Lucille Royston and Gladys E. Fanning, administrators of the estate of Ada M. Royston, Deceased, and shows to the court that the order of publication made upon the petition of said administrators asking for an order of sale of certain real estate of the deceased has been published according to law and service thereof had on the heirs and devisees residing in said county, and prays for an order of sale pursuant to said petition and notice, whereupon the court having heard such application, proceeds to hear the testimony produced, and being satisfied that the personal estate or the deceased in the hands of said administrators is not sufficient to pay the debts due and owing by said estate, and that it would be for the best interest of said estate, that the real estate described in said petition and order of publication be sold as therein prayed, it is ordered that the said administrators, first having had the same appraised according to law, do sell at private sale for cash in hand, the real estate mentioned in said petition and described as follows, to-wit:-

Lot 24 and West half Lot 25, R. Whitten's addition to Pattonsburg, Mo. also Lot 1 and East half Lot 2 in Block 1, Neil and Perham's Addition to Pattonsburg, Mo., also that part of S. W. quarter of Section 26, Twp. 61, Range 29, described: Commencing 4 chain east of Southwest corner of said section, thence north 9 chains, thence east 10.22 chains, thence south 10° west 9.16 chains, thence west 8.50 chains to place of beginning, containing 8.42 acres; also Lots 3 and 4 Block 2, Comstock and Kimball's Addition to Pattonsburg, and a tract of land lying between the right of way of Wabash Railroad and the north line of said Lot 3 and between the extensions northward of the east and west lines of said Lot 3; also a tract described: Commencing 80 feet East of the East line of Elm St., in the City of Pattonsburg, Mo., and on the north line of First St. in said city, thence north to the right of way of Wabash Railroad, thence west 21 feet thence south to the north line of First St. thence East 21 feet to the place of beginning; also the undivided interest of said deceased in the North half of Southeast quarter of Section 33, Twp. 61, Range 27, and the Northwest quarter of Northeast quarter of same section, and the fractional Northeast quarter of Northeast of Section 9, Twp., 60, Range 27, for the purpose of paying the debts of the said estate as aforesaid, and that the report his proceedings therein, to this court within ten days after such sale is made.

In the Probate court of Daviess County, Missouri, August Term, August 13, 1923.

In the Matter of the Estate of Simon Brady, deceased) ORDER OF SALE OF REAL ESTATE.

Now comes Harry Brady, Administrator of the Estate of Simon Brady, deceased and shows to the court that the order of publication made upon the petition of said administrator asking for an order of sale of certain real estate of the deceased has been published according to law and due service thereof had on the heirs and devisees residing in said county, and prays for an order of sale pursuant to the said petition and notice, whereupon the court, having heard such application, proceeds to hear the testimony produced, and being satisfied that the personal estate of the deceased in the hands of said administrator is not sufficient to pay the debts due and owing by said estate, and that it would be for the best interest of said estate that the real estate described in said petition and order of publication be sold as therein prayed, it is ordered that the said administrator, first having had the same appraised according to law, do sell at private sale for cash in hand the real estate mentioned in said petition and described as follows, to-wit:- House and one acre of ground Koon's Addition to Winston, Mo. for the purpose of paying the debts of the said estate as aforesaid, and that he report his proceedings therein to this court within ten days after such sale is made.

IN THE MATTER OF THE ESTATE OF FRANK HARRAH, CHARLIE HARRAH, AND FRANCES HARRAH, A.F. HARRAH, CURATOR OF THE ESTATES OF SAID MINORS.) PETITION FOR AN ORDER OF SALE OF REAL ESTATE.

Now at this day comes A. F. Harrah, and states that he is legally appointed and acting Curator of the estates of Frank Harrah, Charlie Harrah and Frances, Minors; that each of said minors is the owner of an undivided one-thirtieth of the following described real estate, situate, lying and being in the county of Daviess, and State of Missouri, to-wit:

Lots One and Two (1 & 2) of Block Thirty-two (32), Zachariah Brown's 2nd addition to the Town (now City) of Jamesport, Daviess County, Missouri.

That said real estate consists of Lots and dwelling house in said City of Jamesport, that said dwelling is a frame dwelling and is deteriorating rapidly in value and the cost of the upkeep thereof together with the necessary repairs are excessive; that said property is of the reasonable value of Fifteen Hundred Dollars, and can be sold for about that sum; that the owners of the other undivided interest of said real estate are willing to and have agreed to sell said property for their proportionate share at the rate of Fifteen Hundred Dollars for the whole of said property; that said real estate is subject to and liable to partitioned and sold in such proceedings which would entail great cost and expense of said minors. That said real estate cannot be rented advantageously; that said minors own no other real estate that all their property except their interest in said real estate, now consists of money loaned out and at interest; that would be for the best interest of said minors, that all their right, title and interest in and to the above described real estate be sold and proceeds put on interest; that such sale and re-investment would be for the benefit of said minors that the proceeds of such sale could be safely loaned out on real estate security for at least six per cent.

WHEREFORE, the undersigned A. F. Harrah Curator of the estates of Frank Harrah, Charlie Harrah and Frances Harrah, minors, hereby petition and prays the court to make an order authorizing and directing him as such Curator to sell all the right, title and interest of said minors in and to said real estate, and that the proceeds of such sale be put on interest, and that such sale and re-investment be made under the provisions of Article 16, Chapter 1, of the Revised Statutes of Missouri, of 1919, relating to the sale of real estate for minors, and the other laws of this State applicable thereto and as the court shall consider suited to the case.

A. F. Harrah
Curator of the estates of Frank Harrah,
Charlie Harrah and Frances Harrah, minors.

STATE OF MISSOURI,) SS.
County of Daviess.)

I, A. F. Harrah, being duly sworn upon my oath states that the allegations and statements in the above and foregoing petition are true, and that said petition fully and truly sets forth condition of the estate of Frank Harrah, Charlie Harrah and Frances Harrah, minors, and the facts and circumstances on which said petition is founded.

A. F. Harrah

Subscribed and sworn to before me this the 3rd day of August, 1923.

My commission expired Jan 29, 1927.
(Notary Seal)

Nat G. Cruzen
Notary Public.

IN THE MATTER OF THE ESTATE OF FRANK HARRAH, CHARLIE HARRAH, AND FRANCES. A.F. HARRAH, CURATOR OF THE ESTATES OF SAID MINORS.) ORDER OF SALE OF REAL ESTATE OF MINORS.

Now on this the 13th day of August, 1923, being the first day of the August Term, 1923, of said Probate Court, for the year 1923, comes A. F. Harrah, and states to the Court that he is the legally appointed and acting Curator of the estates of Frank Harrah, Charlie Harrah, and Frances Harrah minors, and that each of said minors is the owner of an undivided one-thirtieth of the real estate hereinafter described, and presents to the Court his petition, praying the Court to make an order authorizing and directing him to sell all the right, title and interest of said minors in and to the following described real estate, situate, lying and being in the County of Daviess, and State of Missouri, to-wit:

Lots One and Two (1 & 2) of Block Thirty-two (32), of Zachariah Brown's Second Addition to the town (now City) of Jamesport, Missouri.

And the Court having read said petition, and having fully investigated the same, and after full examination in oath of creditable disinterested witnesses, and being fully advised in the premises, it appears to the Court and the Court doth find that from the nature, character and quality of said real estate, and the interest of said minors therein, each of minors being the owner of an undivided one-thirtieth of said real estate, that said Curator cannot rent said interest of said minors in said real estate, advantageously; that said real estate is liable to depreciate and otherwise be of great expense to said minors; that it would be for the best interest of said minors that all their right, title and interest in and to the above described real estate be sold and the proceeds put on interest; that such sale and re-investment would be for the great benefit of said minors.

WHEREFORE, It is ordered by the Court that said Curator be and he is hereby authorized and directed to sell all the right, title and interest of all of said minors in and to all of the real estate hereinbefore described, and that such sale be made at private sale, subject to the provisions of the Statutes of this State, and particularly under the regulations and conditions,
Continued on next page

In the Probate Court of Daviess County, Missouri, August Term, August 13, 1923.

subject to the provisions of Article 16, Chapter 1, of the Revised Statutes of Missouri, of 1919; relating to the sale of real estate of minors, and other laws of this State applicable thereto, and that the proceeds of said sale be put out at interest. And the Court is of the opinion, and finds that no bond is necessary other than bond heretofore given by such Curator as such.

STATE OF MISSOURI,) SS.
County of Daviess.)

I, E. G. Knight, Judge of the Probate Court of Daviess County, Missouri, hereby certify that the Above and foregoing is an true and complete copy of an order of sale and re-investment made in the matter of the estate of Frank Harrah, Charlie Harrah and Frances Harrah minors, at the August, term, 1923, of said Court as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court. Done at office in Gallatin, Missouri, this 13th day of August, 1923.

E. G. Knight
Judge and Ex-officio Clerk of Probate.

PETITION FOR THE SALE OF REAL ESTATE OF INSANE WARD.

STATE OF MISSOURI) SS
County of Daviess)

IN THE MATTER OF THE ESTATE OF JOSIE A. ELLIS, AND INSANE PERSON:

Comes now M. E. Pangburn, guardian and curator of Josie A. Ellis, of the County of Daviess and state of Missouri, and respectfully represents to the court, that he is the duly appointed and legally qualified guardian of the person and estate of Josie A. Ellis, a person of unsound mind and incapable of managing her affairs, that said incompetent is the owner in fee of the following described real estate situated in the county of Daviess and State of Missouri to-wit:

The south east quarter of the north west quarter of section Twenty eight (28) in township Sixty one (61) of Range twenty eight (28) containing forty (40) acres more or less.

Your petitioner further shows that he has faithfully applied, under the order of this court, a all of the personal estate of said incompetent, Josie A. Ellis, which has come to his knowledge or possession, to the support and maintenance of said incompetent, Josie A. Ellis as will appear by reference to the account rendered to this court at the November term 1922, by your petitioner, (a copy of which is hereto attached and marked Exhibit "A", and that there is no personal estate now in his hands belonging to his said ward, and that the rents and profits of said land owned by said ward are wholly insufficient to pay the charges and expenses necessary to the support and maintenance of said ward Josie A. Ellis.

That there has been presented for allowance against the estate of said ward and demand dated Feby. 1st. 1922, in favor of Beulah D. Wright for \$41.38 and copy of which is hereto attached and marked Exhibit "B" also a demand dated January 13th, 1923 in favor of a copy of which is attached and marked ex. "C" Estie M. McCrander for \$1044, both of which are for the keep and board of said ward, and that there is now out standing the account for the keep, support and maintenance of said ward from February 1923 to the present time, that there is no money or funds in the hands of your petitioner of available for the payment of said indebtedness, and it will be and is necessary to sell the real estate above described or some part thereof to pay said indebtedness and procure for the support and maintenance of his said ward.

That the above described land is farming land unimproved and the income from the rents and profits are wholly insufficient to properly support and maintain his said ward.

Wherefore, for the purpose of raising the funds necessary to pay off the present indebtedness for keeping said ward, and for the purpose of raising funds to properly maintain and support said ward, the undersigned Guardian prays the court to order the sale of real estate above described, of so much thereof as may be requisite for that purpose, at public or private sale and upon such terms as the court may direct.

M. E. Pangburn

STATE OF MISSOURI,) SS
County of Daviess.)

M. E. Pangburn, Guardian of the person and estate of Josie A. Ellis being duly sworn upon his oath states that the matter of the and things set up and contained in the foregoing petition he believes to be true according to his best knowledge and belief.

M. E. Pangburn,

Subscribed and sworn to before me this the 11th day of August 1923.

(Notary Seal)

Term Expires August, 16 1926.

J. B. McDonald

Notary Public of said County.

EXHIBIT "A"

SETTLEMENT:

August- Nov. Term Dec. 6th. A. D. 1922.

Now at this comes M. E. Pangburn, Gdn, for Josie A. Ellis and presents his 3rd ----- accounts and vouchers for 3rd annual settlement, and stands charged and credits as follows:

Debits		Credits	
Balance on last settlement	\$749.84	1. April 11th. 1921 City Taxes	\$ 5.60
Aug. 27, 1921, Sale of wheat	62.48	2. July 19th. 1921 Taxes for 1920	35.60
Nov. 1st, 1921, Sale of Corn,	65.90	3. Aug. 26th. 1921 Grover Ellis for Labor	15.00
June. 1st. 1922; Sale of corn	131.00	4. Sept. 16th. 1921 W. A. Helms for Groceries.	50.00
Nov. 1st. 1920, check charged back	25.00	5. Sept. 17th. 1921 Estlie McCrander on acct.	50.00
Aug. 1922 sale of wheat	9.02	6. Dec. 15th. 1921 James Birge for taxes	34.06
Aug. 7, 1922 sale of "	46.89	7. Jan. 24th. 1922 Howard Bersinger for Pasture	11.65
	\$1090.23	8. Feby. 2nd. 1922 Estlie McCrander on acct.	400.00
		9. Feby. 28th. 1922 G. J. B. C. Bwing for supplies	14.75
		10. March 1st. 1922 A. J. Coffey for Insurance	77.50
		11. Feby. 23rd. 1922. J. P. Cameron for taxes	7.55
		12. June 1st. 1922. Estlie McCrander on acct	75.00
		13. June 1st. 1922. S. L. Davis for supplies	182.21
		14. June 1st. 1922 F. E. McCrander for hauling corn	11.50
		15. June 9th. 1922 Phillipsborn for clothing	13.84
		16. Aug. 12 th. 1922 Boone Hoover for hauling	2.50
		17. Aug. 21st. 1922rave Campbell for wall paper	11.00
		18. Aug. 29. 1922 F. E. McCrander for board for Ward	200.00
		Services as Guardian Feby 1921 to Dec. 1922	40.00
		Balance due estate	16.47
			\$1090.23
			\$1090.23

Continued on next page

In the Probate Court of Daviess County, Missouri, August Term, August, 13, 1923.

THE ESTATE OF JOSIE A. ELLIS ,
TO BEULAH D. RIGHT, DR.

Dolls. cents.

1921
May 14 To washing, ironing, Bathing and cooking for Josie A. Ellis while at the homestead of
Graver Ellis to Aug. 20th, 1921----- 41.38.

AFFIDAVIT TO DEMAND

STATE OF MISSOURI) SS
County of Daviess)

Beulah D. Wright, Being duly sworn according to law says that , to the best of his
knowledge and belief, he has given credit to the estate of Josie A. Ellis deceased for all
payments or offsets to which it is entitled on the demand above described and that the balance
there claimed is justly due.

-----Buelah D. Wright-----

Subscribed and Sworn to before me this First day of February, 1922.

(Seal)

M. E. Pangburn, Notary Public.

EXHIBIT "C"

THE ESTATE OF JOSIE A. ELLIS (INCOMPETENT)
TO MRS. ESTLIE McCRANDER DR.

1923.

1919 Sept. 1st. Board from Jany. 25th. 1918	(31 weeks)	\$310.00
Sept 1st 1920 " " Sept. 1st. 1919	(52 Weeks)	520.00
Sept. 1st 1921 " " " 1st. 1920		\$520.00
less 16 wks while visiting		160.00
1922, Sept. Board from Sept. 1st, 1922	(52 Weeks)	520.00
Dec. 8th, board from Sept. 1st, 1922	(14 Weeks)	140.00
Total Board up to Dec. 8th, 1922		1850.00

1920 Jan. 1st. Check for board	\$106.
May 29th. Check for Board	100.
Nov. 1st. " " " "	25.00
May 1921 " " " "	50.
Sept. 1921 " " " "	50.
June 1st, 1922 " " " "	75.
Feby. 2nd. 1922 " " " "	400.
Total Amount paid for Board	806.
Amount yet due for board	1044.00

AFFIDAVIT TO DEMAND AGAINST ESTATE.

STATE OF MISSOURI) SS
County of Daviess)

Mrs. Estlie Macrander being duly sworn according to law, says that, to the best of his
knowledge and beliefs he has given credit to the estate of Josie A. Ellis, Incompetent of all
payments or offsets to which it is entitled, on the demand above described, that the balance
there claimed is justly due.

Estlie M. McCrander.

Subscribed and sworn to before me this 13 th day of January, 1923.

(Seal) My Commission expires Oct. 26th 1925.

M. E. Pangburn.

IN THE MATTER OF THE ESTATE OF JOSIE A. ELLIS) ORDER OF SALE.
AN INSANE PERSON.)

Now on this 18th day of August 1923 comes M. E. Pangburn, Guardian of the person and
estate of Josie A. Ellis, an insane person and filed his petition for the sale of the real estate
estate of said ward, therein described, setting forth that he has faithfully applied all the
personal estate of said insane ward Josie A. Ellis to support an maintenance, and that the rents
and profits of said land are wholly insufficient to pay the charges and expenses necessary to
support said insane ward and asking for and order for the sale of the following described
real estate, or so much thereof as shall be necessary to maintain and support his said ward,
viz:

THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION TWENTY EIGHT (28)
IN TOWNSHIP SIXTY ONE (61) OF RANGE TWENTY EIGHT (28) CONTAINING 40 acres MORE OR LESS.
And the court having heard the petition and the evidence in support thereof, is satisfied that
said order should be made.

It is therefore ordered by the court that said Guardian be and he is hereby authorized,
empowered and directed to sell said above described real estate at either public or private
sale (first having had the same appraised according to law for cash in hand, and that said
Guardian report said sale and his proceedings therein to this court therein ten days from the date
of said sale.

E. G. Knight

Judge and Ex-officio Clerk of the Probate.

IN THE MATTER OF THE ESTATE OF WILSON TOY SMITH, DEC'D) Petition for Years Support.

Comes Now the widow Edith H. Smith and states that Wilson T. Smith, her husband died
owning 170 acres of land of the value of \$15,000.00 and personal property of the value of \$1000.
all free of encumbrance; that there was no on hand supplies for provisions and allowed by law for
for a years support; that the family consists of herself and a feeble minded grand son of unty,
Wilson T. Smith, now at Marshall, Mo. that she is entitled to an allowance of eight Hundred and
Dollars to supply the deficiency and prays that the Court enter of record an allowance in her
favor for such sum as may be proper the hands of said administrators is not sufficient to pay
the debts due and owing by said estate, and that it Deith H. Smith be best interest of said estate
that the real estate described in said petition and order of publication be sold as therein,
prays Subscribed and sworn to before me this 2nd day of August, 1923, the same appraised accord-
ing to law, do sell at private sale

E. G. Knight.

Judge and Ex-officio Clerk of the Probate.

In the Probate Court of Daviess County, Missouri, August Term, August 13, 1923.

In the Matter of the Estate of Wilson } Order of 1 years Maintenance.
T. Smith, Deceased.

Comes now Edith H. Smith, widow of Wilson T. Smith, Deceased, and shows to the court, that at the time of the death of said deceased there was not on hands sufficient grain, meats, and other provisions for the maintainance of herself and feeble minded grandson who is now at Marshall Mo., she therefore prays the Court to make an order allowing her an reasonable appropriation out of the assets of the estate of said deceased, to make up the deficiency as aforesaid; and the Court having heard the evidence in relation thereto and believing that said order should be made does therefore order and direct said widow to take and keep out of the funds in her hands as administratrix of said estate the sum of Five Hundred (\$500.00) Dollars to make up for the deficiency as aforesaid, file with this Court a receipt for the same when a credit will be allowed in her next settlement in said estate.

Indes

Smiley

It is ordered that Court Adjourn until ^{8:30} To-morrow Morning.

Judge and Ex-officio Clerk of the Probate Court.

In the Probate Court of Daviess County, Missouri, August Term, August 14, 1923.

Court met in pursuant to adjournment with the following officers present:- J. Frank Gildow, Sheriff, of Daviess County, and E. G. Knight, Judge and Ex-officio Clerk of the Probate Court, of Daviess County, Missouri, the following proceedings were had, made and entered of record thereof:-

In-re of the Estate of Elias N. Harbert, Deceased) First Semi-annual Settlement.

Comes now F. M. Barlow administrator of the Elias N. Harbert, Deceased, and presents his accounts and vouchers duly verified by affidavit for his 1st., Semi-annual settlement which is by the court examined and approved and ordered to be recorded.

In-re of the Estate of Sarah Fatzinger, Dec'd.) 1st. semi-annual settlement.

Comes now Emanuel Fatzinger, Administrator of the Estate of Sarah Fatzinger, Dec'd, and presents his accounts and vouchers duly verified by affidavit for his 1st. semi-annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Everett H. Helms, Dec'd.) 1st. semi-annual settlement.

Comes now Floyd E. Helms, Administrator of the Estate of Everett H. Helms, Dec'd, and presents his accounts and vouchers duly verified by affidavit for his 1st. semi-annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Marie and Donald Noah, Minors.) 8th. annual settlement.

Comes now Lee Noah, Guardian of the person and Curator of the Estate and person of Marie and Donald Noah, Minors and presents his accounts and vouchers duly verified by affidavit for his 8th. annual settlement which is by the court examined approved and ordered to be recorded.

In-re of the Estate of Thomas A. Feurt, Dec'd.) 2nd. semi-annual settlement.

Comes now Homer Feurt and Cort Feurt, Executors of the Last Will and Testament and of the Estate of Thomas A. Feurt, Dec'd, and presents their accounts and vouchers duly verified by affidavit for their 2nd. semi-annual settlement which is by the court examined approved and ordered to be recorded.

In the matter of the estate of) Final settlement and Distribution,
Hester A. Foster, deceased.) and Discharge when all final receipts are filed.

Comes now Charles W. Githens, administrator of the estate of Hester A. Foster, deceased, and exhibits his accounts and vouchers duly verified by affidavit for the final settlement of his administration in said estate, together with the proof of due publication of notice given by him as required by law, of his intention to make such settlement.

U on examination whereof the Court finds that after having paid all the debts due and owing by said estate there is now remaining of the personal estate in the hands of said administrator belonging to said estate the sum of of \$556.75 in cash; and further finds that J. A. Foster, son and heir of deceased is indebted to said estate in the sum of \$438.00 evidenced by a promissory note dated January 26th, 1920; and also finds that Omer Foster, son and heir of deceased is indebted to said estate in the sum of \$210.70 balance due on two promissory notes dated December 26th, 1918 and January 1st, 1917; that said notes are due and unpaid, whereupon the Court orders that said unpaid notes be charged against the interest of J. A. Foster and Omer Foster respectively, and that said administrator be allowed a credit therefor; and that the said sum of \$556.75 said cash balance be distributed to the other heirs at law of deceased as follows:-

To Theodore N. Foster,	Son,	\$79.53
To Laura N. Rowland,	daughter,	79.53
To Lenora H. Hendricks,	daughter,	79.53
To Ona A. Merrifield,	daughter,	79.54
To Iva A. West,	daughter,	79.54
To Ola J. O'Dell	daughter,	79.54
To Audra Tibbett,	grand-daughter,	39.77
To Lois Justman,	grand-daughter,	39.77

It is further ordered that said settlement be approved and recorded and that said administrator take a receipt from each heir or their legal representative for the amounts so ordered distributed as aforesaid and upon the filing of the same in this court said administrator will be fully and finally discharged as such.

In the Probate Court Daviess County, Missouri, August Term, 1923, August 14th, 1923.

In-re of the Estate of James William Henderson, Dec'd.) Final Settlement and Order of Dis-
tribution and Discharge.

Now comes Margaret R. Henderson, Administratrix of the Estate of James William Henderson, Dec'd, and exhibits her accounts and vouchers duly verified by affidavit for the final settlement of her administration of said estate, together with the proof of due publication of notice given by her as required by law of her intention to make such settlement.

Upon examination whereof the court finds that after having paid all the debts due and owing by said estate, there is remaining in the hands of said administratrix the sum of (\$150.35), and that said administratrix and widow of said Dec'd, she is entitled to the \$150.35 as a part of her Special Dower given to her by law under the Revised Statutes of Mo, and the court finds from 1st. semi-annual settlement and other Probate records that said widow has not been allowed or given her year's maintenance nor Special Dower, and that she is therefore entitled to the whole of the above balance.

Whereupon the court orders that settlement be approved and recorded, and that said Margaret-R. Henderson keep the said sum of \$150.35 as this, she was entitled to under the Revised Statutes of Mo.

And said Admr. asked to be discharged upon filing in this Court the proper receipt for the above amount of \$150.35.

And now comes the said Admr. and files receipt for the above amount of \$150.35 and that she is by this order fully and finally discharged as such Admr. of the Estate of said James William-Henderson, Dec'd.

In the matter of the Estate of Sarah Jane Griffith, deceased.) Resignation of Administrator.

Comes now The Gallatin Trust Co., Administrator of the estate of Sarah Jane Griffith, dec'd, and presents to the Court its resignation as administrator of said estate; and it appearing to the Court that due notice of its intention to apply to the Court at this time to resign its office as such administrator, has been given by publication of such notice for four weeks in the Gallatin Democrat, a newspaper published in the City of Gallatin, in the County of Daviess, in the State of Missouri; and the said The Gallatin Trust Company having filed herein its Settlement and Report of property of said estate held by its as such administrator and specially praying for an Order of this Court to permit it to turn over to its successor-administrator and to have credit for the various uncollected assets belonging to this said estate as therein set out, and hereinafter set out and mentioned; and the said The Gallatin Trust Co, as such administrator having adjusted with the Court an account of its administration of said estate, and paid over all moneys, effects and choses of action, etc., according to law; and the Court being sufficiently advised in the premises, believes that said administrator has shown good cause and should be permitted to resign.

It is therefore ordered and adjudged by the Court that said administrator be and it hereby is permitted to turn over to its successor administrator and to have credit for the various uncollected assets belonging to the estate that is set out in its said settlement and Report, as follows:

- | | |
|---|----------|
| 1.-The Note dated Mch 24, 1893, Frank Fulton, | \$525.00 |
| 2. The Note dated Nov. 22, 1902- J. A. Jackson, | 181.50 |
| 3. The notes of W. S. Jackson in the principal sum of \$37, \$120, and \$102.50 amounting in the aggregate the sum of \$259.50 now pending against the estate the sum of \$259.50 now pending against the estate of W. S. Jackson as set out in its Settlement. | 259.50 |
| 4.-The note of W. S. Jackson and C. H. Lynch now pending against the estate of W. S. Jackson as a Demand in sum of | 436.50 |

and it is further ordered and adjudged that the resignation of the said The Gallatin Trust Co, as administrator of the estate of Sarah Jane Griffith, deceased, be accepted, and that it be discharged from further duties of said office, ~~and~~ upon the filing herein the Receipt of the successor administrator for the above mentioned items.

In the Matter of the Estate of John E. Jenkins, Deceased.) Sale. (Order for Private Sale)

Now comes Lewis B. Gillihan, administrator of said estate and files his written application for permission to sell Certificate No. 49 for two shares of the capital stock of the Farmers Bank of Jameson, Missouri, belonging to said estate, at private sale, and the court being satisfied that it will be for the best interest of said estate and not prejudicial to persons interested therein, to sell the same at such sale. It is ordered that said administrator sell said property at private sale for not less than its appraised value for cash in hand, and that he report the same to this court.

In the matter of the estate of John E. Jenkins, Dec'd.) Order for Private Sale.

Now comes Lewis B. Gillihan, administrator of said estate, and files his written application for permission to sell

In the Probate Court of Daviess County, Missouri, August Term August 14, 1923.

PETITION FOR THE SALE OF REAL ESTATE TO PAY DEBTS.

STATE OF MISSOURI,) SS.
County of Daviess.)

In the Matter of the Estate of Otis Johnston, Deceased.
To the Honorable Probate Court of Daviess County, Missouri.

Your petitioner, Henry S. Walp, comes now and represents to the Court that he is the qualified and acting and regularly appointed administrator of the estate of Otis Johnston, late of Daviess County, Missouri, deceased, and is now administering said estate in this Court, and now comes and prays the Honorable Judge of the Probate Court of said County of Daviess to make an order for the sale of the real estate of said Otis Johnston, deceased, or so much thereof as may be sufficient to pay the debts of said deceased and represents and shows to the Court that the personal estate of the deceased, so far as the same has come to the knowledge and possession of this Administrator is insufficient to pay the debts of the decedent; that the account hereto annexed marked Exhibit "A", is a true account of the administration of said estate by your petitioner, to the date hereof, by which it appears that there is a balance of personal assets on hand of Thirteen Hundred and sixty-eight Dollars and Forty cents (\$1368.40); that the Exhibit filed herewith marked Exhibit "B" is a correct list of the debts due to and by decedent and remaining unpaid from which it appears that the debts due the estate are nothing and that the debts against the estate and owing by the estate that have already been allowed by the Probate Court and that now stand on the records of that Court as judgments against the estate amount to Twelve Thousand, Nine hundred and nineteen dollars and forty-one cents (\$12,919.41) and that they served upon this Administrator or service thereon waived by this administrator, and that are yet to be passed upon by the Court, amount to Thirteen Thousand, seven Hundred and ninety-two dollars and fifty-five cents (\$13,792.55); that the exhibits filed herewith marked "C" is a correct inventory of the real estate and of the remaining personal property of the deceased at it appraised value, stating in said exhibit "C" the amount of encumbrances against said real estate as shown by the record; that there are no other assets of the estate in the hands of your petitioner; that belonging to said deceased at the time of his death and herein hereafter described is bound by the lien of certain deeds of trust given thereon by the said Otis Johnston in his life time securing to to the Bankers Life Insurance Company, of Nebraska, notes in the amount of \$14,000.00, payable in semi-annual installments of \$462.00 on the first days of March and September until and including March 1st., 1954 with a final installment of \$618.00 on September 1st., 1954 and a second deed of trust securing \$2000.00 payable semi-annually and a third deed of trust securing to Dean E. Handy, \$480.00 due one year after date at 8 Per cent interest, all of which said deeds of trust are valid liens. And a fourth deed of trust securing to Frederick R. Fritz \$2500. due in five years at 6 per cent the validity of which is denied, all fully described in Exhibit "C" hereto attached. That the amount of the principal represented by the various deeds of trust covering said land that are recognized as valid liens is sixteen Thousand Four Hundred and Eighty Dollars--that the amount of the principal of the mortgages that are being contested is Twenty-five hundred Dollars (\$2500.00) and the interest of said Otis Johnston deceased in said real estate is bound by valid mortgages to the extent of said principal sum of \$16,480.00 that in addition to said land is also subject to the homestead and dower rights of Daisy Johnston, as the widow of said deceased Otis Johnston, and to the homestead of Lena Belle Johnston and Charles N. Johnston, as minor children of said Otis Johnston, deceased; that it is necessary to sell all of the interest of the said Otis Johnston deceased in all of the land belonging to him at the time of his death, which is described as follows, to-wit: That part of the West half of the Southeast quarter of Section Four (4) Laying south of the Rock Island Railway Right of Way, containing 30 acres; and, the North half of the Northeast quarter of section Nine (9) containing 80 acres, and containing in all 110 acres, all in Township Fifty-eight (58) of Range Twenty-nine (29). Also,

The Southhalf of the Southwest quarter of Section Thirty-four (34), Township Fifty-nine (59) of Range Twenty-eight (28) containing 80 acres. all of said land being in Daviess County, Missouri.

for the purpose of paying the debts owing by said deceased.

Wherefore, your petitioner prays the Court for an order to sell, at private sale, the real estate, above described, of said Otis Johnston deceased, or so much thereof and such parts thereof as may be necessary for the payment of the debts against said estate.

Henry S. Walp

STATE OF MISSOURI,) SS.
County of Daviess.)

The said Henry S. Walp, being sworn, on oath says that he is the duly and regularly appointed qualified and acting administrator of the estate of Otis Johnston deceased; that, to pay debts and the Exhibits to said petition attached and annexed, are true to the best of this affiant's knowledge and belief.

Henry S. Walp

Subscribed and sworn to before me this 13th., day of August, 1923.

My term expires March 4th. 1927.

(Notary Seal)

L. F. Sellers

Notary Public.

Exhibit "A"

Being a true and correct account of the administration of the estate of Otis Johnston deceased, late of Daviess County, Missouri, by Henry S. Walp, Administrator of the estate of said Otis Johnston, deceased.

(a) Letters Administration granted to Henry S. Walp on February 23, 1923 and M. H. Wooden, A. A. Heldenbrand and W. S. Hudson Appointed as witnesses to the Inventory.

(b) Inventory and appraisement filed March 13th., 1923, and supplemental inventory and appraisement filed May 17th., 1923, both witnessed by M. H. Wooden, A. A. Hildenbrand and W. S. Hudson as witnesses and appraiser from which inventory it appears that personal property as stated therein to the amount of \$3114.00 came into the hands of the Administrator; that said personal property was encumbered by chattel mortgage to the Farmers State Bank of Winston, Missouri securing a principal indebtedness of \$665.00. From the supplemental inventory appears additional property to the the amount of \$275.50, encumbered for \$158.50, leaving a balance of appraised value of \$117. shown by the supplemental inventory.

(c) Sale bill filed March 7th. 1923 showing amount of sale of personal property covered by the inventory and appraisement to be \$3417.20, subject to a chattel mortgage thereon amounting principal and interest to the sum of \$691.60, leaving the net amount of money coming into the hands of the administrator from the personal estate of said deceased to be \$2725.60.

In the Probate Court of Daviess County, Missouri, August Term, August 14, 1923.

(d) Out of the cash coming into his hands this Administrator has paid our Widow's special dower of \$400.00---allowance for one years support \$600.00 and the undertakers Bill as allowed by the Court in the sum of \$357.00, making a total paid out of \$1357.00 and leaving a balance of cash in the hands of this Administrator of \$1368.60.

So that the amount of personal assets, consisting of cash on hands arising from the sale of personal property, inventoried and appraised after the payment of items above specified is \$1368.60, Other Personal property Nothing Total personal assets on hand and available for the payment of Debts \$1368.60.

Exhibit "B"

Being a correct list of the debts due to the estate of Otis Johnston, deceased and of the debts due and owing by the estate of Otis Johnston, deceased allowed and presented for allowance and remaining unpaid.

Debts due to Otis Johnston, deceased, and due and owing to the estate of said Otis Johnston deceased and remaining unpaid- nothing.

Debts due and owing by Otis Johnston, deceased and due and owing by the estate of said deceased that have been presented allowed and judgment of allowance entered in the Probate Court and that remain unpaid, are as follows:

May 26, 1923- Record 11--page 132-H. E. Stroup	\$21.60		
" " " E. F. West-- Class 5	175.00	May 26, 1923 James A. Caster,	
" " " Emma Triem-- " 5	125.00	jr. class 5	\$1660.00
" " " Campbell & West- " 5	12.31	July 31, 1923- C. R. Norton,	
" " " J. V. Johnston- " 5	2000.00	Costs	35.00
" " " H. E. Stroup -- " 1	357.00	July 31, 1923 H. M. Wooden,	
" " " C. E. Triem-- " 5	250.00	Costs	25.00
" " " Johns & Alleman- " 5	110.00	July 31, 1923 William Walp Class 5,	148.50
" " " John Walp " 5	1000.00	May 5, 1923 Allowance Daisy Johnston,	
" " " First National Bank Chillothe Cl.		year's support	600.00
Class 5.	6000.00	May 5, 1923 Widows special dower	400.00
		total debts allowed	\$12, 919.41

And in addition to the demands above set forth that have already been allowed and now stand as judgements against the estate of said deceased the following claims have been presented to the Administrator and service thereon had or waived and are now pending undetermined before the Probate Court, to-wit:

Farmers State bank of Winston	\$792.55	DeLoss McKibben	\$2500.00
Farmers State Bank of Winston	6000.00	Total Demands presented to date	
H. T. & J. Jefferies	2000.00	and still pending	13992.55
Southwestern Bond and Mortgage Company	2500.00		

Exhibit "C"

Being a correct inventory of the real estate and of the remaining personal estate of said deceased Otis Johnston with its appraised value.

The personal estate consists of the balance of cash amounting to \$1368.60 now in the hands of the Administrator.

Remaining personal estate of said deceased---- Nothing.

REAL ESTATE

The real estate owned by Otis Johnston, deceased, at the time of his death, is described as follows:

That part of the West half of the South east quarter of Section Four (4) laying south of the Right of Way of the Rock Island Railroad, containing 30 acres; and, the North half of the North east quarter of Section Nine (9), containing 80 acres, and containing in all 110 acres, all in Township Fifty-eight (58) of Range Twenty-nine (29). Also, the South half of the South west quarter of Section Thirty-four (34) Township Fifty-nine (59) of Range Twenty-eight (28), containing 80, acres, all in Daviess County, Missouri. All of said land is encumbered by valid deeds of trust as follows: The first dated December 5th, 1922, securing to the Bankers Life Insurance Company of Nebraska \$14,000.00 Payable in semi-annual installments (March and September) of \$462.00 each including the first day of March, 1954 and a final payment of \$618.00 on the first day of September, 1954. A second dated December 5th, 1922, securing to E. G. Drake \$2000.00 payable on the first day of March 1926 with eight per cent interest payable semi-annually and a third securing to Dean E. Handy \$480.00, due one year after date, bearing eight per cent interest and dated December 23rd, 1922. Apportion of said land; the South half of the Southwest quarter Section 34, Township 59, Range 28 is encumbered by a fourth deed of trust dated December 5, 1922, filed for record February 21st, 1923, securing to Fredrick R. Fratz \$2500.00 for five years at 6% payable semi-annually, the validity of this deed of trust is at this time denied, and not admitted to be a valid lien; All of said land is bound by and subject to the dower and homestead rights of Daisy Johnston, the widow, and Lena Belle Johnston, and Charles Newton Johnston, the minor children of said deceased. *That said 110 acres tract of land is also encumbered by a deed of trust securing mortgage First Company a balance of \$1000.00 and said 80 acres tract of land is also encumbered by a deed of trust securing to the National Trust Company \$1000.00*

ORDER OF PUBLICATION

STATE OF MISSOURI) SS
County of Daviess)

In the Matter of the Estate of Otis Johnston, Deceased.

ORDER OF PUBLICATION ON PETITION TO SELL REAL ESTATE FOR THE PAYMENT OF DEBTS.

Now on this day comes Henry S. Walp, Administrator of the estate of Otis Johnston, deceased, late of Daviess County, Missouri, and in charge of the administration of the estate of said deceased in and by virtue of letters of administration issued to him as such Administrator by this Court, and presents to the Court his petition praying for an order for the sale of certain real estate of which the said Otis Johnston died seized, lying, being and situated in the County of Daviess, in the State of Missouri and described as follows to-wit:

That part of the West half of the South east quarter of Section Four (4) lying South of the Right of Way of the Rock Island Railway, containing, 30 acres; and, the North half of the North east quarter of Section Nine (9), containing 80 acres, and containing in all 110 acres, all in Township Fifty-eight (58) of Range Twenty-nine (29); also the South half of the Southwest quarter of Section Thirty-four (34), Township Fifty-nine (59) of Range Twenty-eight (28), containing 80 acres, all of said land being in Daviess County, Missouri, and containing in all 190 acres, to pay the debts of said deceased, accompanied by an account of his administration, a list of debts due and owing by said deceased--

Continued

In the Probate Court of Daviess County, Missouri, August Term, August 14, 1923.

due to and owing by said deceased and remaining unpaid, and an inventory of the real estate and of the remaining personal estate, with its appraised value and all other assets in this hands, the verified by affidavit of said Administrator. On examination of said petition and the accounts, lists, inventories and exhibits thereto attached and therewith filed, it appears to the Court, and the court finds the the estate of said Otis Johnston is indebted: that said debts are unpaid; that there is not sufficient assets on hand to pay the same and that it will be necessary to sell said real estate for the purpose of paying said debts, and it is therefor and thereupon ordered by the Court that all persons interested in the estate of said Otis Johnston deceased, be and they are hereby notified that application for an order of this Court to sell the real estate of said deceased, or so much thereof as may be necessary, for the payment of said debts, has been made and that unless the contrary be shown on or before the first day of October, 1923 which will be an adjourned day of the August term 1923 of this Court which will be held in Gallatin, Daviess County, Missouri, On Monday, the first day of October 1923, an order will then be made for the sale of the whole, or so much of the real estate in said petition and in this order described as shall be sufficient for the payment of said debts.

It is further ordered that a copy of this order be published in a newspaper published in the County of Daviess aforesaid for four weeks prior to the said first day of October, 1923 and that personal service be made hereof upon the heirs of said Otis Johnston, residing in the County of Daviess, and State of Missouri, to-wit: Upon Daisy Johnston, the widow, and Lena Belle Johnston and Charles N. Johnston, the Children of said Otis Johnston, deceased, at least ten days before the said first day of October, 1923 until which time and date this cause is continued.

E. G. Knight,
Judge of the Probate Court of Daviess
County, Missouri.

STATE OF MISSOURI) SS.
County of Daviess)

I, E. G. Knight, Judge of the Probate Court of Daviess County, aforesaid do hereby certify that the foregoing is a true and correct copy of the foregoing order of publication and notice as fully as the same remains of record in my office. In testimony whereof, I have hereunto set my hand and affixed the seal of said court. Done at office, in Gallatin, this 14th, day of August, 1923.

E. G. Knight
Judge and Ex-officio Clerk of the Probate Court of
Daviess County, Mo.

STATE OF MISSOURI,) SS
County of Daviess.)

I, L. F. Fairfax, being duly sworn on oath state that on the 11 day of August, 1923, I presented the within claim to Henry S. Walp, administrator of the estate of Otis Johnston, and acceptance of note was by him refused.

L. P. Fairfax
Subscribed and sworn to before me this 11 day of August, 1923.

(SEAL)

E. G. Knight.
Judge and Ex-officio Clerk of the Probate.

STATE OF MISSOURI,) SS.
County of Daviess.)

In the Matter of the Estate of)
Otis Johnston, Deceased.)
Henry S. Walp, Administrator.)

NO. _____

Affidavit to Demand Against Estate.

Now on this day comes DeLos McKibben and states to the court that he is the owner and Holder of a certain note for Twenty-five Hundred Dollars (\$2500.00) dated December 5, 1922, due five years after date, in favor of Fredrick R. Fritz, Jr., with interest at 6% from date thereof and signed by Otis Johnston, which said note has, for valuable consideration, been assigned by said Frederick R. Fritz, Jr., to DeLos McKibben, your petitioner herein, and that said DeLos McKibben, is now the owner and holder of said note, a copy of which is hereto attach, marked "Exhibit A" and made a part hereof.

Your petitioner further represents and shows to the court that said note is secured by deed of trust of event date therewith, upon the following described real estate, to-wit:

All of the South One-half of Northwest Quarter of Section 34, Township 59, Range 28, in Daviess County, Missouri, subject to first deed of trust now of record for Five Thousand Dollars;

which said deed of trust is signed by Otis Johnston and Daisy Johnston, his wife, acknowledged December 5, 1922, in Jackson County, Missouri, before Della Sampson, Notary Public, and duly filed for record in the office of the Recorder of Deeds of Daviess County, Missouri, on the 21st., day of February, 1923, and recorded in Book 78, at page 637.

Your petitioner further states that no part of said note has been paid and that there now remains due and unpaid on said note the sum of Twenty-five Hundred Dollars (\$2500.00), the face thereof, together with six per cent interest from December 5, 1922.

Your petitioner further states, that said note is filed as a claim against said estate, but that in filing the same he in no wise relinquishes his lien on the real estate above described by virtue of the deed of trust hereinbefore mentioned, and asks that said note be allowed as a claim against the estate, for the full amount thereof, with the provisions that the same be paid out of the security of said deed of trust, but if such security be not sufficient to pay off and discharge the debt, then residue of such claim shall be entitled to allowance and payment as other claims filed against said estate, as provided by Section 188, R. S. 1919.

DeLos McKibben

STATE OF MISSOURI,) SS.
County of Daviess.)

DeLos McKibben, being duly sworn according to law, says that the best of his knowledge and belief he has given credit to the Estate of Otis Johnston, deceased, for all payments or off-sets to which it is entitled on the demand above described and that the balance, to-wit, the sum of \$2,500 together with 6% interest thereon from December 5, 1922. is justly due and unpaid.

DeLos McKibben

Subscribed and sworn to before me this 2nd day of August, 1923.

(SEAL)
(NOTARY)

My Commission Expires April 18, 1927.

Continued.

Geo R. Dickinson
Notary Public

Barton County, State of Missouri.

In the Probate Court of Daviess County, Missouri, August Term, August 14, 1923.

"EXHIBIT A"

\$2500.00

December 5th, 1922.

Five years after date I promise to pay to Fredrick R. Fritz, Jr.,or order
Twenty Five Hundred and 00/100Dollars
at Kansas City, Mo. at the fidelity National Bank and Trust Company,
For value received, with interest thereon at 6 per cent annum from date until maturity interest
paid semi-annually with interest after maturity at 8%.

(signed)

Otis Johnston

Revenue Stamp 50¢

Apperaing on back thereof:

without Recourse, Frederick R. Fritz, Jr.

Presentment, notice and exhibiting of the within claim waived, this ____ day of _____, 1923.

Administrator.

DENIAL AND PLEA OF NON EST FACTUM.

TO HENRY S. WALP, ADMINISTRATOR OF
THE ESTATE OF OTIS JOHNSTON, DECEASED
HANREY S. WALP, ADMINISTRATOR.
DEMAND OF DeLOS McKIBBEN.

DeLoss McKibben,

Plaintiff,

vs.

the Estate of Otis Johnston, Deceased, Defendant.

Comes now Henry S. Walp, administrator of the estate of Otis Johnston, deceased, and
denies each and every statement and allegation set forth in the demand filed by the claimant
herein.

Still further answering this administrator says, that the deceased Otis Johnston, did not
sign, execute or deliver the note presented for allowance or the deed of trust mentioned in
said demand; that there was no consideration whatever therefor; that it was obtained without the
knowledge of the deceased; that it is not his signature and that the claimant DeLoss McKibben,
had full knowledge at the time he took said note and that he is not a holder in good faith of
for value, or in due course.

Henry S. Walp

STATE OF MISSOURI.)

County of Daviess.)SS.

Henry S. Walp, Administrator on behalf of the estate of Otis Johnston, deceased, makes
oath and says that the matters and things set fourth in the foregoing answer and plea of
non est factum, are true as he verily believes.

Henry S. Walp

Subscribed and sworn to before me this 13th day of August, 1923.

(SEAL) My term expires March 4th. 1927.
(Notary)

L. F. Sellers

Notary Public.

In the Matter of the Estate of Otis Johnston, D DeLoss McKibben, Plaintiff.
Deceased, Henry S. Walp, Administrator, vs.
Demand of Delos McKibben. The Estate of Otis Johnston, Deceased, Defendant.

MOTION FOR COSTS.

Comes now Henry S. Walp, Administrator of the estate of Otis Johnston, deceased and moves
and prays the Court require DeLoss McKibben, the claimant, who has presented a claim against
the estate of Otis Johnston, deceased, on annote for \$2500.00 to give security for the costs th
that have accrued or that may hereafter accrue for the reason that said DeLoss McKibben, is
insolvent; that he does not reside and has no property within this county; that he is unable
to pay the costs; that the costs cannot be made off of him by any process known to the law;
that the officers of this Court ate encangered of their costs and that said claimant should
be required to secure said costs.

Henry S. Walp

STATE OF MISSOURI.)

County of Daviess.)SS.

Henry S. Walp, Administrator of the Estate of Otis Johnston, Deceased, being duly sworn
on his oath says that the matters and things set forth in the foregoing motion for costs are
true as this affiant verily believes.

Henry S. Walp.

(NOTARY SEAL)

Subsairbed and Sworn to before me this 13th., day of August, 1923.

Commission expires March.4,1927.

L. F. Sellers.

In the Matter of the Estate of Otis Johnston, Demand of DeLoss McKibben, Plaintiff.
Deceased, Henry S. Walp, Administrator. vs,
The Estate of Otis Johnston, Deceased, Defendant.

Comes Now the defendant estate and presents to the Court its motion heretofore filed to
require the plaintiff and demandant, DeLoss McKibben, to give security for costs in the forego-
ing cause, which motion is taken up and considered by the Court and sustained and the plaintiff
and demandant has until October 1st. 1923 to give bond for costs satisfactory to and to be
approved by this Court.

In the Probate Court Daviess County, Mo, August Term, 1923, August 14th, 1923.

In the Matter of the estate of
Otis Johnston, deceased,
Henry S. Walp, Administrator.

Demand of DeLoss McKibben, Plaintiff, vs. The Estate of Otis Johnston, Dec'd,
Defendant.

Comes now the defendant estate and presents to the court its motion heretofore filed to require the plaintiff and demandant, DeLoss McKibben, to give security for costs in the foregoing cause, which motion is taken up and considered by the Court and sustained and the plaintiff and demandant has until October 1st, 1923 to give bond for costs satisfactory to and to be approved by this Court.

Demand of the Southwest Bond and Mortgage Co,
against Estate of Otis Johnson, Dec'd.

This claim is based upon a promissory note dated January 3rd. 1921, payable to the order of Gilbert L. Worley, and endorsed on the back thereof by Gilbert Worley and Otis Johnson. On July 6th 1921, a credit was received on this note for \$500.00. Said note now owned and held by Southwest Bond and Mortgage Co. Interest on \$2500. at 8% from Jan 3rd. 1921 to July 6th, 1921.

Note

Credit July 6th.

Int. on \$2101.62 at 8% from July 6th, 1921 to July 5th, 1922,

Int. on \$2269.75 at 8% from July 6th, 1922 to Apr. 6th, 1923,

The following is a true copy of the note:-
"\$2500.00

Winston, Mo., Jan 3rd. 1921.

180 Days without grace, after date, for value received, we jointly as principals, promise to pay to the order of Gilbert L. Worley, Twenty Five Hundred \$2500.00 Dollars, with interest from date at the rate of eight per cent per annum until paid, interest payable annually, Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorers and guarantor of this note severally waive presentment for payment notice of non-payment, protest, notice of protest and diligence in bringing suit against any party thereto, and consent that the time of payment may be extended without notice thereof. Payable at the office of The Farmers State Bank of Winston, Winston, Mo.

P. O.

Due 7-2-21

No. 1869.

Endorsements on back thereof:-

"Gilbert Worley.

Otis Johnston.

7/6-1921 Cr. \$500.00"

Affidavit To Demand Against Estate.

State of Missouri,)ss.

County of Jackson,)

Owen B. Looney, Sec-Treas. of the Southwest Bond and Mortgage Company, a corporation, being duly sworn according to law, says that to the best of his knowledge and belief, he has given credit to the estate of Otis Johnson, Deceased, for all payments or offsets to which it is entitled, on the demand above described, and that the balance there claimed is justly due.

Owen B. Looney,

Sworn and subscribed to before me, this fourth day of April, 1923.

Witness my hand and official seal.

Notary Public. Notary Seal.

Gladys Wilson,
Notary Public, Jackson County, Mo.

Waiver of Notice by Administrator Refused.

I, Henry Walp, Administrator of the estate of Otis Johnston, deceased, do hereby waive the service of any notice on me of the presentation of the above demand to the probate court of Daviess County, for allowance against said estate.

Administrator.

Notice of Claim.

To Henry S. Walp, Admr. of the Estate of Otis Johnston, Dec'd.

Take notice, that the undersigned has a demand against the estate of said Otis Johnston, deceased, for the sum of Twenty-four Hundred and five and 92/100 Dollars, with interest thereon from April 6th, 1923, at the rate of eight per cent per annum. Said claim being founded upon a note of which the following is a copy.

\$2500.00

Winston, Mo, Jan. 3rd, 1921.

180 Days without grace, after date, for value received, we jointly as principals, promise to pay to the order of Gilbert L. Worley, Twenty Five Hundred Dollars, with interest from date at the rate of eight per cent per annum until paid, interest payable annually. Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorers and guarantor of this note severally waive presentment for payment notice of nonpayment, protest, notice of protest and diligence in bringing suit against any party thereto, and consent that the time of payment may be extended without notice thereof. Payable at the office of The Farmers State Bank of Winston, Winston, Mo.

P. O.

Due 7-2-21

No. 1869.

Endorsements on back thereof:-

Gilbert Worley. Otis Johnson. 7/6-1921. Cr. \$500.00"

Which demand has for value received been assigned and delivered to the undersigned by Gilbert L. Worley and Otis Johnson by endorsements on the back of said note as above set out.

Dated this the 17th. day of July, A. D. 1923.

The Southwest Bond and Mortgage Company
By Nat G. Cruzen, Agent and Attorney.

over.

In the Probate Court, Daviess Co, Mo, August Term, 1923, August 14th, 1923.

State of Missouri,) SS:
County of Daviess,)

I, J. Frank Gildow, being duly sworn upon my oath state that I served the above notice by delivering a true and exact copy thereof to Henry S. Walp, Administrator of the estate of Otis Johnson deceased, in Daviess Co, Missouri, on the 31. st. day of July, 1923.

J. Frank Gildow,

Subscribed and sworn to before me this the 2nd. day of Aug. 1923.

Circuit Clerk's Seal.

Clyde R. Osborn, Circuit Clerk.

Notice of the Presentment of A Demand For Allowance.

To Henry S. Walp, Administrator of the Estate of Otis Johnson, Dec'd.

Take notice, that at the next regular term of the Probate Court of Daviess County, Mo, to be held in said County of the second Monday in August, 1923, on the first day of said term, or as soon thereafter as a hearing can be had thereon, the undersigned will present to said Court for allowance against said estate a demand founded upon a note of which the following is a copy: \$2500.00,

Winston, Mo., Jan. 3rd, 1921.

180 Days without grace, after date, for value received, we jointly as principals, promise to pay to the order of Gilbert L. Worley, Twenty Five Hundred Dollars, with interest from date at the rate of eight per cent per annum until paid, interest payable annually. Defaulting interest to draw same rate of interest as principal. The makers, sureties, endorsers and guarantor of this note severally waive presentment for payment notice of non-payment, protest, notice of protest, consent that the time of payment may be extended without notice thereof. Payable at the office of The Farmers State Bank Of Winston, Winston, Mo.

P. O.

Due 7-2-21.

H. I. Sweany"

No. 1869.

Which said note has been assigned and delivered to claimant by endorsement on the back of said note and assignment of which is the following is a copy:

"Gilbert Worley. 7/6- 1921 Cr. \$500.00.

Otis Johnson.

Dated this the 17th. day of July, A. D. 1923.

The Southwest Bond and Mortgage Co.

By Nat. G. Cruzen, Agent and Attorney.

State of Mo,) SS.
County of Daviess,)

I, J. Frank Gildow being duly sworn upon my oath state that I served the above notice by delivering a true and exact copy thereof to Henry S. Walp, administrator of the estate of Otis Johnson, deceased, in Daviess County, Missouri, on the 31st. day of July, 1923.

J. Frank Gildow,

Subscribed and sworn to before me this the 2nd. day of Aug, 1923.

Clyde R. Osborn, Notary Public.

Circuit Clerk's Seal.

Circuit Clerk.

In the matter of the Estate of Otis Johnston, Dec'd. Henry S. Walp, Administrator.

Demand of the Southwest Bond and Mortgage Company.

The Southwest Bond and Mortgage Company, Plaintiff, vs. The Estate of Otis Johnston, Dec'd, Defendant.

ANSWER AND PLEA OF NON EST FACTUM.

Comes now the estate of Otis Johnston, deceased, Henry S. Walp, Administrator, and for answer to the demand of the plaintiff filed in this cause denies each and every statement, and allegation in said demand contained.

Further answering this defendant says that the deceased Otis Johnston never at any time made a any endorsement on the back of said note; that said endorsement was obtained without the knowledge of consent of said Otis Johnston; that it was without consideration; that it was not written by him and not his endorsement. That plaintiff wrote said note well knowing it was not the act of said Otis Johnston and was without consideration; that plaintiff is not a holder in due course or for value.

Henry S. Walp.

MOTION FOR COSTS.

Comes now Henry S. Walp, Administrator of the estate of Otis Johnston, Deceased, and for and on behalf of said estate moves the Court to rule the plaintiff to give security for the costs that have accrued or that may hereafter accrue herefor the reasons: That the plaintiff is not a resident of Daviess County, Missouri, has no property within the jurisdiction of this Court: that it is insolvent; that it is unable to pay the costs; that the costs cannot be made off of the plaintiff by any process known to the law; that the officers of the Court are endangered of their costs and that the plaintiff should be required to give security therefor.

Henry S. Walp.

Demand of Southwest Bond and Mortgage Company.

Comes now the defendant Estate and presents to the court its motion to require the plaintiff and demandant the Southwest Bond and Mortgage Company to give security for costs in the foregoing cause, which is taken up by the Court, evidence heard and duly considered by the Court and sustained and the Plaintiff has until October 1st. 1923 to give bond for costs satisfactory to and to be approved by this Court.

It is Ordered That Court Adjourn until 8'30 O'clock to-morrow morning.

E. G. Knight

Judge and Ex-officio Clerk of Probate Court.