

Disposed of Sept term
334 1897

No. 1584

HENDRICKS CIRCUIT COURT.

PROBATE.

ESTATE OF

James Shirley

G. E. & C. D. 3 Page 41

William J. Loadley
Administrator.

March 11th 1896

Fee Book No. 7 Page 261

C.B. 20. — 304

Administrator's Attorney.

Wm. B. Burford, Printer, Indianapolis.

20
304 ⁷⁰ Final Report

19
79
568
361
366
368
375
390
391
401
459
479
534 ✓

IN THE MATTER OF THE ESTATE OF

James Shirley

Deceased.

PETITION FOR ADMINISTRATION.

FILED

MAR 11 1896

Filed

Sam'l Hadley
CLERK

189

Clerk.

The State of Indiana, Hendricks County, ss:

William J. Hoadley being duly sworn
before the Clerk of the Circuit Court of the County aforesaid, upon
oath says that James Shirley

departed this life in said County, intestate, as he believes, on the 5th
day of January, 1896; that said decendent
left a personal estate to be administered, of the probable value, as he is informed
and believes, of Thirty-five hundred Dollars;
and further affiant swith not.

Signed

W. J. Hoadley

Sworn to and subscribed before me, this 11th day of March, 1896.

David Hoadley, Clerk.

ESTATE OF

James Shirley

CERTIFIED COPY OF
LETTERS OF ADMINISTRATION
ISSUED TO

Wm. J. Hoadley



LETTERS OF ADMINISTRATION.

State of Indiana, Hendricks County, sct:

To Whom these Presents shall Come, Greeting

I, David Hadley, Clerk of the Hendricks Circuit Court,

within and for the County of Hendricks in the State of Indiana, do hereby certify that

administration of the personal estate of James Shirley

late of said County of Hendricks, deceased, is granted to William J.

Hadley, and he having qualified and given bond as such administrator

is duly authorized to take upon him self the administration of such estate according to

law.

WITNESS my hand and the Seal of said Court, at Danville, Indiana,

this 12th day of March, 1896

SEAL.

David Hadley
Clerk of Hendricks County, Ind.

NOTICE.

Administrators are required, among other duties:

1. To take an inventory and appraisalment of the personal estate of the deceased within sixty days from the issuing of letters, and file the same in the Clerk's Office within thirty days after taken; such inventory must show the value of each piece of property, and the aggregate value, and must be made out on a printed blank prepared under the law, a copy of which inventory must be kept by administrators.
2. To return and file in the Clerk's office the proper bills of sale of such personal property within thirty days after such sale; the sale bill must show the aggregate amount of the sales, as well as the price for which each article sold, and must also give a list of the articles subject to sale and remaining unsold. (See blanks.)
3. If no sale is had within the time fixed by law, to report to the Court the reason thereof.
4. To make a report at the expiration of one year from the date of letters, and at such times thereafter as the Court may direct.
5. To file in the Clerk's office, at the expiration of the first six months, and each six month thereafter, an account of all moneys received.
6. Administrators no longer can admit claims upon the appearance docket; the power to make an allowance upon each and every claim being alone vested in the Court. Administrators must, however, keep advised of every claim filed, investigate its merits, and if just, make report to the Court that it should be allowed, giving the amount to be allowed.
Blanks for the foregoing will be furnished by the Clerk, and such blanks only should be used by administrators.
Failing to attend to the above, administrators will be liable to citation.

Notice
of
Administration

Estate of
James Shirley.

#270

FILED

MAY 4 1896

Amril Hadley
CLERK

Payed

State of Indiana, Hendricks County, ss:

Cofer & Hadley Attys.

Notice of Administration.

Notice is hereby given that the undersigned has been appointed by the Judge of the Circuit Court of Hendricks county, State of Indiana, administrator of the estate of James Shirley late of Hendricks county deceased.

Said estate is supposed to be solvent.

WILLIAM J. HOADLEY,
Administrator.

March 17th 1896.

3 19 3t.

\$2 70

Personally appeared before the undersigned, JULIAN D HOGATE, editor of the **HENDRICKS COUNTY REPUBLICAN**, a public weekly newspaper of general circulation, printed and published in Danville, in the County aforesaid, who being duly sworn, upon his oath, saith that the notice, of which the attached is a true copy, was duly published in said paper for 3 weeks successively, the first of which publication was on the 19th day of March, 1896, and the last on the 2nd day of April, 1896

Subscribed and sworn to before me, this 1st day of May, 1896

Julian D. Hogate
David Hadley, Clerk

Received _____ of _____

_____ Dollars and _____ Cents, in full for publishing the above notice _____

No.

In the matter of the Estate of

James Shirley

Deceased.

William J. Hadz

Administrator.

Report No. one

Set for hearing
3rd day of July 1897

FILED

Filed

day of

189

JUN 8 1897

Wm. J. Masten

Clerk.

Letters of Administration issued

Sept 21 1897
Approved & signed
Discharged

Wm. J. Masten
Attorney.

ADMINISTRATOR'S FINAL ACCOUNT CURRENT.

State of Indiana, *Hendricks* County, ss

IN THE MATTER OF THE ESTATE OF

IN THE CIRCUIT COURT,

James Shively

Deceased.

Hendricks

County

Mary

Term, 1897

FINAL REPORT.

The undersigned, Administrator of the estate of said decedent, respectfully submits to said Court the following Final Report of his proceedings as such Administrator of said estate, to wit

I am chargeable with *Amount of sale*
of real estate of said decedent

\$

Cts.

3400 00

Total Charges,

3400 00

I also claim the following credits for sums by me laid out and expended in the administration of said estate, to wit

No. of
Voucher.

\$

Cts.

<i>1897</i> <i>June 4</i>	1	<i>John S. Mash Medical bill</i>	<i>10 00</i>
	2	<i>E. B. Smith for Lnt in County</i>	<i>6 00</i>
	3	<i>John Morgan basket &c</i>	<i>110 00</i>
	4	<i>Mell & Masten East</i>	<i>184 90</i>
		<i>carried forward,</i>	<i>310 90</i>

		Brought forward	310 98
6/4 94	5	John N Shirley for Taxes advanced	114 88
6/4 94	6	John N Shirley for burial clothes	16 35-
6/4 94	7	John N Shirley for amount due on Mort	1233 18
6/4-94	8	Brilliant & Horsey attys fees	125 00
6/4-94	9	Thomas Hodges attys fees	215 00
6/4-94	10	W. J. Hoodley Services as Administrator	150 00
6/4-94	11	J N Shirley on ^{Specialty & Co} Store account	18 25-
6/4, 94	12	F. M. Shirley in full of his claim	121 14 44
			3400 00

Receipts		
Whole amount of Charges		3400 00
Whole amount of Credits		3400 00

Received of W. J. Hoodley Administrator
of the estate of James Shirley deceased
the sum of \$121 ⁴⁴/₁₀₀ in full of the claim
allowed me by the Hendricks Circuit
Court this being done to avoid any
malumay notice and to prevent
said estate from being settled as
an insolvent J. M. Shirley

State of Indiana, *Hendrick* County, ss.

I, *William J. Hadley*, Administrator of the
estate of *James Shirley*, deceased,
swear that the foregoing report contains a full and true account of all moneys and
credits with which I am chargeable as such Administrator, and credits in full for pay-
ment of same, and now ask to be discharged from further trust as such Administrator,
so help me God.

Subscribed and sworn to before me, the

W. J. Hadley
7th day of *June*, 1897
Thomas H. Bogan Clerk
Volley Public
Circuit Court

NO.

1379

Francis M. Shirley

VS.

Estate of James Shirley,
Deceased.

Matrons to strike
at part of claim

J. H. Boyer

STATE OF INDIANA,

HENDRICKS COUNTY,SS.

HENDRICKS CIRCUIT COURT,

SEPTEMBER TERM,1896.

Marion Shirley

VS.

Estate of James Shirley,deceased.

William J.Hoadley,administrator of said estate,moves the Court to strike out from the claim of said Marion Shirley all that part of said claim that asks pay for the services for boarding,washing and nursing furnished to said James Shirley,prior to the year 1890. Because said claim is all founded upon an account,and because said services were not rendered within the six years last past.

He also moves the Court to strike out from said claim all of that part of said claim which refers to the building of the barn on the farm of said James Shirley,including the pay for hauling of the logs,sawing of the lumber,hauling and pay for shingles and rough lumber and siding,and for building foundationx and for hinges and fixtures and hewing of timber and money paid for the carpenters work and everything connected with the building of said barn. Because said claim shows that the same is founded upon an account and that said services were all performed in the year 1878. And that the ~~xxxx~~ ~~xxxx~~ said services were not performed within six years before said claim was filed.

He also moves the Court to strike out from said claim the amount for building the chicken house because said claim is for services rendered in the year 1889,and did not accrue within the six years of the filing of said claim.

He also moves the Court to strike out from said claim the \$100.00 claimed for building milk house. Which complaint shows said milk house to have been built in the year 1892. And that said services were not performed within six years prior to the filing of said claim.

He also moves to strike out from said claim that part which claims pay for building barn house, which claim shows said services to have been performed in the year 1888.

And he also moves to strike out from said claim the amount asked for putting roof on dwelling house, which claims shows said services to have been performed in the year 1884.

He also moves the Court to strike out from plaintiffs claim all that part of the same which claims for services in keeping fences and farm in repair prior to the year 1890.

He also moves the Court to strike out from said claim so much thereof as claims pay for taxes paid on said farm prior to the year 1890.

He moves the Court to strike out all of said items from said claim, for the reason, that all of said claim is founded upon an account, and that none of the services claimed for in said items, which are asked to be struck out, and the money paid, were rendered or paid within 6 years prior to the death of said decedent, or within 6 years and 6 months prior to the date of filing of said claim.

And that the several causes of actions mentioned in plaintiffs complaint and asked to be struck out did not accrue within 6 years before the death of said decedent.

James J. Cofer
att'y for deft

No 1379

Francis M. Shirley

vs

Est. James Shirley

Ans. to Int.

FILED

SEP 24 1896

Wm. C. Masten

CLERK HENDRICKS C. C.

Hoyate & Clark, attys

State of Indiana, Hendricks County S.S.
In the Circuit Court. September Term 1896

Francis M. Shirley
vs

Estate of James Shirley, Deceased.

Francis M. Shirley for answer to inter-
rogatories, propounded says.

Ans to 1 Int. At Light Ind.

" " 2 " all of the time.

" " 3 " There was no agreement or arrangement. I did
not know he was coming to my house to stay
until he came and brought his clothes, & bed.
and remained.

" " 4 " At the time he came to live with me he
was in reasonably good health for a man of
his age. He did no work except occasionally
worked in the garden for exercise.

" " 5 " I can not give the exact date when I moved
to Pittsboro. He lived with me all the time
while I lived at Pittsboro.

" " 6 " See ans. nos. 1.

" " 7 " No arrangements or agreement whatever.

" " 8 " Not that I have any knowledge of. I gave
no note.

Ans to 9 Lx

Had no money borrowed.

" " 10 "

Had no money borrowed.

" " 11 "

Was no note.

" " 12 "

" " " ,

" " 13 "

I did nothing.

" " 14 "

There was no note.

" " 15 "

No new note given.

" " 15 "

There was no new note.

" " 16 "

No payments, no note.

" " 17 "

No.

" " 18 "

No arrangements about rent of farm. Father said that I would get the farm for taking care of him. That the other children had said to him that I should have their parts. That is the only arrangement or talk that was ever had about the matter.

" " 19 "

No other arrangement than set out in last answer.

" " 20 "

Moved to the farm in March 1876.

" " 22 "

All the time except an occasional visit away.

- " " 23" The barn was built in 1878
- " " 23^a James Shirley
- " " 24 From the farm.
- " " 25" W^m Smith sawd lumber. I paid for it.
- " " 26" Paid for in money.
- " " 27" Marion & George Balis.
- " " 28" Morris Patterson & myself hauled Shingles. They were paid for in money. I hauled most of the lumber back from the mill. Think Balis hauled part of it.
- " " 29" Bought most of the nails, hinges &c at Indianapolis. I paid for all of them.
- " " 30" Paid for in money.
- " " 31" John Brown built the foundation. Paid for in money.
- " " 32" The cattle barn was built by W^m Abney. Paid for in money. James Shirley directed it to be built.
- 30^a Andy Cockrel. did the work. paid in money.
- " " 33" 1890. paid for in money.
- " " 34" 1889. Built by O. C. Shirley
- " " 35" In money.

- " 36" Wm Abney. Paid for in money. built in 1882.
- " " 37" Built 1893. paid for in cash.
- " 38" Built in 1888. built by my sons.
- " 39" Veranda was is 8 by 12 feet. built in 1893 by Wm Abney.
- " 40 In money.
- " 41 In 1884. by Geo. Shirley, A. Shirley and Edgar Shirley. and paid for in money.
- " " 42" The mews were digged by myself my boys and my hand help. I furnished the fixtures.
- " " 43" I set the fruit trees, got them from a man by the name of Lawrence.
- " " 44" My best recollection is that I paid \$400 each.
- " " 45" The tiling 4 x 5 inch tile was bought of Wm Ellis, in the North West & South fields.
- " 46" I can not say as to price per rod. of tiling. The tiling & work was \$138²⁵
- " " 47" Peter Feeney & Bust. Shirley
- " " 48" 1877. 1893.

Ans to W. 49

Myself & boys

" " 50

240 feet South & North of barn. balance from South West corner of barn lot to North East corner of orchard.

" 51

Board fence.

" 52

" 53.

grubbing fence Rows. resetting fence &c.

" 54

1876. \$53.24

1888 - 44.57

1877. 69.60

1889 44.57

1878. 70.76

1890 44.59

1879. 76.12

1891 44.88

1880 63.61

1892 45.56

1881. 64.07

1893 46.24

1882 67.51

1894. 62.50

1883 39.60

1895- 49.83

1884 60.72

1885. 62.16

1886 39.47

1887 32.47

F. M. Shirley

Subscribed & sworn to before me this 21st day of
September 1896

James L. Clark
Notary Public.

No. 1379

Francis M. Shenley
vs.

Est. James Shenley
deceased.

Bill of Exception
to. 1.

FILED

NOV 12 1896

Wm. C. Masten

CLERK HENDRICKS & CO.

Francis M. Shingley }
v. }
Estate of James }
Shingley, deceased }

Be it remembered that on the 9th day of November 1896, the above entitled cause was called for trial in the Hendricks Circuit Court, and that said cause was then at issue. That at the hour of ten o'clock A. M. of said 9th day of November 1896, a jury was called, duly empaneled and sworn to try the issues joined in said cause; that the opening statements for the claimant and the said estate were then made, the witnesses sworn and the taking of evidence proceeded until the hour of 4:30 p. m. of November 11th 1896, when the court adjourned for the day, the claimant having already rested his case, and the estate having examined six witnesses, to sustain the issue made for the estate herein. That afterwards on the 12th day of November 1896 at the hour of 9 o'clock A. M. at the opening of the court for the day the estate tendered a third paragraph of set off or counter claim and asked to file the same; that the claimant then and there objected and excepted to opening up the issues and making new issues, but the Court permitted the estate to file said third paragraph of set off or counter claim and the same was filed, and reads as

follows: (H. I). To the permission given by the Court in allowing said third paragraph of set off or counter claim to be filed, and to the filing of the same, the claimant at the time objected and excepted.

And now the claimant brings this his bill of exceptions and asks that the same may be filed, and signed and sealed and made a part of the record in this case which is accordingly done, this 12th day of November 1896.

John W. Hadley
Judge Hendon is Circuit Court

1879

Francis M. Shively
vs.

Est. James Shively
deced.

Deu. to 3rd Para.
of set off

FILED

NOV 12 1896

Wm. C. Master

CLERK HENRICKS C. C.

State of Indiana. Hendricks County p:-
Francis M. Shenley }

v.

Estate of James }
Shenley, dec'd }

The claimant now
comes and demurs to the third paragraph
of set off and counter claim, for the
reason that said third paragraph does
not state facts sufficient to constitute
a good set off or counter claim.

Hogate & Blank
Attys. for claimant

NO.

Francis M. Shirley,

VS.

Estate of James Shirley,
deceased.

M O T I O N.

FILED

SEP 16 1896

Wm. C. Master

CLERK HENDRICKS C. C.

Thos. J. Cofer, Atty.

STATE OF INDIANA

HENDRICKS COUNTY, SS.

HENDRICKS CIRCUIT COURT,

SEPTEMBER TERM, 1896.

Francis M. Shirley,

VS.

Estate of James Shirley, deceased.

-----/-----

William J. Hoadley, administrator of the estate of James M. Shirley, deceased moves the Court to require the plaintiff to make his claim more specific, in this to wit:-

That he be required to give the dates of the different items of work mentioned in said claim, for which he claims pay.

And that he be required to give the dates of the erection of the several buildings on said farm, for which he has charged.

Thomas Hoadley
att'y for Deft

NO.

Francis M. Shirley

VS.

Estate of James Shirley,
deceased.

INTERROGATORIES.

FILED

SEP 16 1896

Wm. C. Master

CLERK HENDRICKS C. C.

Thos. J. Cofer, Atty.

STATE OF INDIANA

HENDRICKS COUNTY SS.

HENDRICKS CIRCUIT COURT,

SEPTEMBER TERM, 1896.

Francis M. Shirley,

VS.

Estate of James Shirley,
deceased.

-----/-----

William J. Hoadley, administrator of said estate, propounds the following interrogatories to the plaintiff herein, and asks the Court to require said plaintiff to answer the same under his oath.

Q 1- Where were you living when James Shirley, deceased, first came to your house to stay?

Q2- How much of the time did he stay with you, while you lived at that place? If he did not stay all of the of the time, state how much of the time he did stay with you?

Q.3- State what arrangement, if any, there was between you and the deceased in reference to his paying for staying with you? How much he was to pay? When he was to pay it? And what amount, if anything, he did pay?

Q.-4- State condition of deceased's health at that time? And what he did at ~~that~~ time ~~xxxxxx~~ while he remained with you at ~~that~~ ^{that} place?

Q.-5 State how long, if at all, he stayed with you while you lived at Pittsboro? State when you moved to Pittsboro?

Q.6. Did he stay with you all the time you lived in Pittsboro? If not, state how much of the time he did stay with you?

Q. 7- State what arrangement, if any, there was between you and James Shirley, about his staying at your house while you were in Pittsboro? And the amount of board he was to pay you for staying?

whether or not you or you
Q. 8- State ~~if you ever~~ and your brother George had any money borrowed of James Shirley during any of the time he stayed with you? And if so, state the amount that was borrowed, and whether you gave a note for the same?

Q. 9- State when, if at all, you borrowed the money?

Q. 10- State whether or not any part of said money was ever paid to said decedent?

Q. 11- If any part of said note has been paid, state how much has been paid, the time when it was paid, and if more than one payment, give the amount of each payment, when and where and in what it was paid?

Q. 12- State whether or not it was paid in money, by check, in labor or in any kind of traffic? And if in labor, what kind of labor? And where it was performed? And on what you were laboring?

Q. 13.- State fully all that you did? Or remember about the transaction?

Q. 14- State whether or not your original note was ever taken up? And a new note given for all or any part of said money? And if so state when it was so taken up and a new note given?

Q. 15- State for what amount the new note was given?

Q. 16- State whether all or any part of said new note has been paid?

Q.16- And if so, state time, place, amount of such payments?
And in what said payments were made? State if you know, what
became of said note or notes?

Q.17- State if you ever had said note or notes in your
possession? And if so, when and what disposition did you
make of it or them?

Q.18- What arrangement or agreement did you have with
James Shirley, when you moved on to the farm, about how you
were to occupy the same? And what rent you were to pay? And
how the same was paid?

Q.19- State what arrangement or agreement, if any, you
had with James Shirley about the amount you were to pay him
per year for the use of said farm? And what arrangement, if
any, you had about the amount he was to pay you for the
privilege of staying with you while on the farm?

Q.20 State what year you moved to the farm? Giving the
month and day if you can?

Q.22- State what portion of the time James Shirley, staid
with you while you lived on the farm?

Q. 23 When was the first barn, mentioned in your claim,
and for which you claim \$561.00, for ^{work} material, built?

Q.23- Who directed the building of said ^{barn} ~~farm~~?

Q. 24- Where was the timber from which the lumber was
sawed obtained with which you built said barn?

Q. 25- Who sawed the timber? ^{and} Who paid for the sawing?

Q. 26- How was it paid for? In money or in timber? Or in
some other material?

Q. 27- Who hauled the logs to build the barn?

Q. 28 Who hauled the lumber and shingles back to the
farm? How was the hauling paid for. Was it paid for in mon-
ey?

you paid \$120.00? How were they paid for? Who furnished the fixtures?

Q 43- Who set the 54 fruit trees on the farm? And from whom did you get them?

Q 44- How much did you pay for each fruit tree?
put in

Q. 45- Where was the 221 rods of ditching on the farm? What was the size of the tile used? Where was the tile bought?

Q. 46- How much did you pay a rod for the tiling?

Q. 47- Who put the tiling in?

Q. 48- When was it put in?

Q 49- Who put up the 900 ft. of fence for which you claim \$62.23?

Q. 50- Where was the fence built?

Q. 51- What kind of a fence was it?

Q. 52- If wire fence, how many wires were used?

Q 53-What particular work did you do on the farm each year keeping up the repairs? to cost \$1000.00? Tell what you did, and where you did it?

Q. 54- Give the amount of taxes you paid on the farm for each year for the 20 years you claim you paid the taxes?

Thomas H. C. Hester
Atty for Deft.

CLAIM FILE.

No. 4

John A. Morgan & Co

vs.

THE ESTATE OF

Shirley James

Claim \$ 110.00

G E D. 3

Page 40

FILED

MAR 1 1897

Filed

189

Wm. S. Masten

CLERK HENDRICKS C. C. Clerk.

James Shirley Est
To John A Morgan & Co Dr

Jan 9¹⁸⁹⁶ To basket

100 00

" shoes

200

Jan 9/97 " Interest

800

110 00

The State of Indiana, Hendricks County, ss:

Personally appeared before the undersigned, Clerk of the Circuit Court, within and
for the County of Hendricks aforesaid John A. Morgan

who, upon his oath says, the claim hereunto attached, is just and
true, that the claim, after deducting all credits, set-offs, and deductions to which the
Estate is entitled, is justly due and wholly unpaid.

John A. Morgan

Subscribed and sworn to before me, this 25th day of Feb 1897

Joseph M. Tolle,
Notary Public

Clerk.



1379

CLAIM FILE.

No. /

Frances M. Shirley

vs.

THE ESTATE OF

James Shirley

Claim \$ 8036.61

G E D.

3

Page

4/

FILED

APR 24 1896

Filed

David Hadley
CLERK

189

Clerk.

Money paid for veranda on dwelling in 1878	35.-
" " " Roof on dwelling <i>See note first above</i> 1884	75.-
Digging 2 wells & money paid for fixtures of same.	120.-
Paying for & setting 54 fruit trees.	54.-
Setting in 22 Rods ditching	138.70
Constructing 240 ft fence	10.-
Lumber & nails for said fence	15.-
Hauling logs. Saw bill work & nails 900 ft fence.	62.25
Roofing Kitchen	30.-
Work on fences on farm. Keeping same in repair for 20 years at \$50.00 per year.	1,000.-
Taxes paid on farm of said Shirley for 20 yrs from 1876 to 1896. <i>See note first above</i>	40.36
Polat	\$ 11036.61
(Credited by rent on farm of said Shirley for 20 years from 1876 to 1896)	3000.-
Balance	8036.61

The State of Indiana, Hendricks County, ss:

a Notary Public

Personally appeared before the undersigned, ~~Clerk of the Circuit Court~~, within and for the County of Hendricks aforesaid

Frances M. Shirley.

who, upon his Oath says, the Claim hereunto attached, is just and true, that the claim, after deducting all credits, set-offs, and deductions to which the Estate is entitled, is justly due and wholly unpaid.

F. M. Shirley

Subscribed and ~~Signed~~ to before me, this 25 day of April 1896

James L. Clark
Notary Public

Francis M. Shirley for claim against the estate of James Shirley says that said Estate is indebted to him, said Francis for boarding, washing and nursing furnished to said James Shirley for 25 years from January 1st 1871 to January 1st 1896, a period of 25 years. \$ 7 200 -

Hauling Logs for lumber to build barn in 1878 50

Money advanced for sawing lumber " 65

Hauling Shingles & Lumber " 15

" Rough Lumber. " 20

Money paid for Shingles & putting shingles on. " 56

" " Nails & Liding " 20

" " " " " 11

" " Building foundation for barn " 30

" " Hinges and fixtures " 4

" " Hewing timbers " 12

" " Carpenter work " 275

" " Building Cattle barn in 1890 200 -

" " Chicken house 1889 30

" " Building Milk house 1882. 100

" " Dwelling Room. 1893 154 -

" " Water house 1888 40

These items only complaint & set up on 20 per cent reply of set up

See note first above

See note first above

See note first above

No 1379

Francis M. Shirley

W

Ex for Shirley

Repley.

Refiled Nov. 12. 1896
Wm C Master
Clerk

1/ plaintiff.

No 1379.

Francis M. Shirley

vs

Estate of James
Shirley Decedent.

3rd Par

Complains &
Set Off

FILED

NOV 12 1896

Wm C. Masten

CLERK HENDRICKS C. C.

Orin H. Harny
& Thorpe & Co. attys.

State of Indiana
Hendricks County

In the Hendricks Circuit Court
November Term 1896

Francis M Shirley

vs

The Estate of James Shirley

Deceased.

And for a third and further paragraph of set off and Counter Claim herein, the defendant says that on the day of 1877 said Plaintiff and one George W. Shirley in the name and style of Shirley & Brother by their promissory note of that date executed and promised to pay plaintiff Decedent James Shirley the sum of One Thousand Seven Hundred and Fifty Dollars with interest at the rate of per Cent per annum from date until paid together with attorneys fees waiving Valuation and Appraise ment laws. That said George W. Shirley at this time, and for many years last passed is and has been

Notoriously insolvent, and has no
Estate due him nor any Expect
ancy.

Said said note is lost and cannot
be found although Diligent Search
therefor has been made and there
because of the loss said note
as aforesaid said Administrator
has no Copy to file as an Exhibit
hereto.

Said said note is now due and
wholly unpaid, and that there
is due thereon the sum of
Five Thousand Dollars.

Wherefore Defendant asks that
said indebtedness may be set
off against plaintiffs Claim
and that as to any amount found
due over and above plaintiffs Claim
that he has judgment therefor.

Eric Harvey
& Thos. Hooper attys.

No

Francis M. Shirley
&

The Estate of James
Shirley deceased

vs
Grace Campbell &
Set off

FILED

NOV 9 1896

Wm C. Masten

CLERK HENDRICKS C. C.

Brill & Harvey
&
J. J. Hayes

State of Indiana Hendricks County S.S.
Circuit Court November Term 1876

Francis M. Shinley
v

The Estate of James Shinley
deceased.

William J. Hoadley Administrator
of the estate of James Shinley deceased by
way of Cross Complaint and set off to
plaintiffs claim herein, says that said
plaintiff is indebted to said estate for the
use occupancy and rent of farm consisting
of the West half of the South East quarter
and the South East quarter of the South
West quarter of Section 24 in Township
16 North Range One East in Hendricks
County and State of Indiana for a period
of twenty years from 1845 until the
day of 189. at the rate of \$400⁰⁰
per year amounting in all to the sum of
\$8000⁰⁰ which sum of \$8000⁰⁰ is now
due and remains wholly unpaid.

Wherefore said defendant asks that
said indebtedness may be set off against
plaintiffs claim, and that as to any
amount found due over and above plaintiffs
claim that he have judgment therefor

2nd Paragraph

Said defendant for a second

Set off to plaintiffs claim herein says that
said plaintiff by his note & and one George
W. Shirley on the day of 1844
by their note of that date executed promised
to pay plaintiffs decedent

The sum of \$1750⁰⁰ with interest at the
rate of per cent per annum from date until
paid together with attorneys fees warning
valuation and appraisement laws, that
said note is now due and remains wholly
unpaid and that said said note has been
lost and cannot be found although diligent
search has been made for the same, that
because of said loss said Administrator
has no copy of said note and is unable to
file a copy with this cross complaint that
there is due there on the sum of \$5000⁰⁰
Wherefore said defendant asks that said
indebtedness may be set off against plaintiffs
claim, and that as to any amount found
due over and above plaintiffs claim that
he have judgment therefor

Bridges Henry &
J J Berger attys

Final Notice

Estate of
James Shirley

Taxed
Paid

State of Indiana, Hendricks County, ss:

T. J. Cofer, Atty

Notice to Heirs, Creditors, Etc.

In the matter of the estate of James Shirley, deceased.

In the Hendricks Circuit Court May term 1897.

Notice is hereby given that William J. Hoadley as Administrator of the estate of James Shirley deceased has presented and filed his account and vouchers in final settlement of said estate, and that the same will come up for the examination and action of said Circuit Court, on the 3rd day of July 1897, at which time all heirs, creditors or legatees of said estate are required to appear in said Court and show cause, if any there be why said account and vouchers should not be approved. And the heirs of said estate are also hereby required at the time and place aforesaid to appear and make proof of their heirship or claims to any part of said estate.

June 7, 1897
6 10 2t.

WILLIAM J. Hoadley,
Administrator

Personally appeared before the undersigned, JULIAN D HOGATE, editor of the HENDRICKS COUNTY REPUBLICAN, a public weekly newspaper of general circulation, printed and published in Danville, in the County aforesaid, who being duly sworn, upon his oath, saith that the notice, of which the attached is a true copy, was duly published in said paper for 2 weeks successively, the first of which publication was on the 10th day of June 1897, and the last on the

19th day of June, 1897

Julian D. Hogate

Subscribed and sworn to before me, this 18 day of June, 1897

Miss C. Master Clerk

Received of

Dollars and Cents, in full for publishing the above notice

14
47 11

CLAIM FILE.

No. 2

John L. Marsh

vs.

THE ESTATE OF

James Sherley

Claim \$ 10 00

*10 00
Allowed Jan Term*

G E D. 3

Page 41

FILED

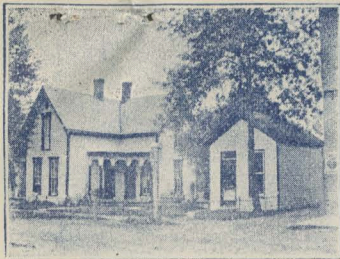
SEP 9 1896

Filed

189.

Wm. C. Master

Wm. C. Master Clerk.



DR. JOHN L. MARSH,
SECRETARY HENDRICKS COUNTY BOARD U. S. EXAMINING SURGEONS.

SPECIALTIES.

TREATMENT
OF
CANCER.
BLADDER TROUBLES
OF
OLD MEN.
GENERAL SURGERY

OFFICE AND RESIDENCE BROWNSBURG IND. THIRTY
MINUTES FROM UNION STATION INDIANAPOLIS, ON
PEORIA DIVISION BIG FOUR RAILWAY.

Brownsburg, Ind.,

The Estate of James Shirley
 To John L. Marsh Dr.

Jan. 3rd, 1896. To visit and medicine for self,

\$2.50

" 4 1896. " " " " " "

2.50

" 5 " " " " " "

2.50

" 7 " " " " " "

2.50

\$10.00

John L. Marsh

The State of Indiana, Hendricks County, ss:

Personally appeared before the undersigned, Clerk of the Circuit Court, within and
for the County of Hendricks aforesaid John L Marsh

who, upon his Oath says, the Alc hereunto attached, is just and
true, that the claim, after deducting all credits, set-offs, and deductions to which the
Estate is entitled, is justly due and wholly unpaid.

John L. Marsh

Subscribed and sworn to before me, this 9 day of September 1896

Wm B Martin

Clerk.

State of Indiana Hendricks County 83
William J. Hoadley being duly sworn on
his oath says that the notice of which the
within is a copy was duly posted at
the Court House Door in the Town of
Danville Hendricks County and State
of Indiana on the 8th day of June 1894
and further affiant saith that
W. J. Hoadley

Subscribed and sworn to before me this
8th day of June 1894

Thomas J. Boyer
Notary Public

Notice to Heirs, Creditors, Etc.

IN THE MATTER OF THE ESTATE OF

In the Hendricks Circuit Court.

James Shirley

Deceased.

May

Term, 189*7*

Notice is hereby given that *William J. Hoody*
as *Administrator* of the estate of *James Shirley*
deceased, has presented and filed *his* account and vouchers in *final*
settlement of said estate, and that the same will come up for the examination and action
of said Circuit Court, on the *3^d* day of *July* 189*7*, at which
time all heirs, creditors or legatees of said estate are required to appear in said Court
and show cause, if any there be, why said account and vouchers should not be approved.
And the heirs of said estate are also hereby required at the time and place aforesaid to
appear and make proof of their heirship or claims to any part of said estate.

June 7th

189*7*

W. J. Hoody
Administrator

CLAIM FILE.

No. 3

A B. Smith & Co

vs.

THE ESTATE OF

James Sherley

Claim \$ 6.00

G E D. 3

Page 41

FILED

Filed

FEB 27 1891

189.

Wm C. Foster Clerk.

CLERK HENDRICKS & CO.

WM. B. BURFORD, PRINTER, INDIANAPOLIS.

The State of Indiana, Hendricks County, ss:

Personally appeared before the undersigned, Clerk of the Circuit Court, within and
for the County of Hendricks aforesaid *A. B. Smith*

who, upon his *Oath* says, the *Acct* hereunto attached, is just and
true, that the claim, after deducting all credits, set-offs, and deductions to which the
Estate is entitled, is justly due and wholly unpaid.

Subscribed and *Sworn* to before me, this *27* day of *Feb* 189*7*
Wm. B. Masters Clerk.

No. 1379

Francis M. Shenley
v.

Estate of James
Shenley, deceased.

Verified General Denial

CLERK HENDRICKS, C. C.

Wm. J. Mason

NOV 12 1896

FILED

State of Indiana. Hendricks County ss.

Francois M. Shinley }

v.

Estate of James
Shinley, deceased }

The claimant for answer
to the third paragraph of set off or counter
claim herein, says he denies that Shinley
& Brothers ever executed to the decedent
James Shinley a note for \$1700.⁰⁰; and he
denies each and every allegation in said
third paragraph of set off or counter claim
contained.

F. M. Shinley
Subscribed and sworn to before me this 12th
day of November 1896.

W. C. Masters

Clerk Hendricks Co.

No. 1379

Frances M. Shirley

vs

Est. James Shirley

Reply

State of Indiana, Hendricks County ss
In the Circuit Court, November Term 1896

Frances M. Shirley

vs.

No 1379

Est. James Shirley

The plaintiff for reply to defendants
answer denies each and every material al-
legation therein.

Hogato & Cook. Atty for def.

No. 1379

Frances M. Shirley

vs.

Est James Shirley

Plaintiff's

Witnesses.

SUBPŒNA

Term Time, Circuit Court.

To 7th day of Term.

Hogate & Clark.

Attorneys.

SHERIFF'S FEES.							
MILEAGE \$							
SERVICE							
COPY							
RETURN							
DOCKETING							
RET. ON DOC							
							\$

The State of Indiana, Hendricks County, ss:

The State of Indiana, to the Sheriff of said County, Greeting:

You are hereby commanded to summon

Dr. Marsh. Fayette Norrell.
 Noah Hoadley Elizabeth Hoadley Mary Norrell.
 Samuel Stiles James Robinson J. R. Fillion Saffron.
 + Fillion Edgar + Shirley J. L. Leak. O. F. + Shirley.
 Hilary + Leak. Bert + Shirley Henry + Leak. Mrs. Henry + Leak.
 John + Jordan Andy + Coekreel. W. H. + Ellis Mrs. W. H. + Hylton.
 Jack + Patterson Marion + Bailey Morris + Patterson
 Frank + Burcham John + Mitchell Lou + Patterson
 Verne + Mc Leashin W. H. + Terabb. John + Hamilton
 Anna + Osborn Lew + Osborn Frank + Clark
 Thos R. Leak

to appear before the Judge of the Hendricks Circuit Court, on the 7th day
 of the present term of said Court, the same being the 9 day of November
 1896, at 9 o'clock A. M., now in session at the Court House in Danville, to testify in an
 action wherein Frances Marion Shirley

Plaintiff, and

The Estate of James Shirley
 Defendant, on behalf of the Plaintiff, and return this summons.

WITNESS, The Clerk of said Court, this 3rd day of

November 1896

Mell C. Master Clerk.

I hereby certify that the above is a true copy of the original Subpæna.

Sheriff

Entry

In the Matter the claim of
Francis M Shindley v The Estate
of James Shindley Deceased.

Cummes Mors Millman
J. Hoodly Administrator of said
Estate Defendant in said cause
and files his motion asking
the Court to require said defendant
to make his claim more specific.
which motion is in the words
and following to wit here insert.
He also files interrogatories propounded
to said claimant and asks the
Court to require the said interrogatories
to be answered by said claimant
under his oath which interrogatories
are in the words and figures as follows
(H I).

No. Voucher 11

Estate of

To whom paid,

Amount, \$

OUCHER No.

11

June 7

1897

Received of

J. L. Hoadly

, the Administrator

the estate of

James Shirley

, deceased,

the sum of

Eighteen & 25/100

DOLLARS,

on account of

goods furnished said decedent
in his lifetime

Shirley Horwath

\$ 18-25-

\$1063.09

Danville, Ind.

June 7th 1895

One day after date, ~~we~~ or either of us, promise to pay to the order of John O. Shirley

One Thousand and Sixty Three 09/100 Dollars,

And ten per cent. attorney's fees, with interest at eight per cent. per annum from date until paid. (The interest on this note has been paid to maturity.) Negotiable and payable at the FIRST NATIONAL BANK, Danville, Indiana. Value received, without any relief whatever from valuation or appraisal laws. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note.

FIRST
DAN

No.

Due

James O. Shirley
his
Mark

No.

CLERK'S OFFICE,

\$ 18.49

Danville, Hendricks County, Ind.

June 8 1897

Received of

Wm J Stoadley

Administrator

of the Estate of

James Shurley

deceased,

Eighteen

Dollars and

forty nine Cents,

In full of balance of costs

F. B.

7 Page 26/

Will C. Master Clerk.

No. Voucher.....

9

Estate of

.....
To whom paid,

.....
Amount, \$.....

VOUCHER No.

7

June 7th

1897

Received of

M. J. Hooley

, the Administrator

of the estate of

James Shirley

, deceased,

the sum of

Two Hundred and fifteen

DOLLARS,

on account of

Atty fees in defending claims of
J M Shirley & said estate and land sale in
said estate & other services in settling said estate

\$150.00

Thomas J. Cofer

No. Voucher

8

Estate of

To whom paid,

Amount, \$

VOUCHER No.

8

June 7th

1897

Received of

W. J. Hooley

, the Administrator

of the estate of

James Shirley

, deceased,

the sum of

One Hundred and twenty five

DOLLARS,

on account of

Atty fees in the case of W

Shirley against the Estate of James
Shirley deceased

\$ 125.00

Wm. V. Harvey.

No. Voucher 7

Estate of

To whom paid,

Amount, \$

VOUCHER No.

7

June 7th

1894

Received of

W. J. H. Kelly

, the Administrator

of the estate of

James Shirley

, deceased,

the sum of

Twelve hundred and thirty three ¹⁸/₁₀₀

DOLLARS,

on account of

Mortgage held by me on the
land of said decedent

\$

1233 ¹⁸/₁₀₀

John A. Shirley

No. Voucher 4

Estate of

To whom paid,

Amount, \$

VOUCHER No. 6

June 7th 1894

Received of William J. Hoadly, the Administrator
of the estate of James Shirley, deceased,
the sum of Sixteen $\frac{35}{100}$ DOLLARS,
on account of Clothing for the funeral of said
decedent

\$ 16 $\frac{35}{100}$

Shirley Shonette

No. Voucher 5

Estate of

To whom paid,

Amount, \$

VOUCHER NO. 5

June 7th 1894

Received of William J. Hoadly, the Administrator
of the estate of James Shirley, deceased,
the sum of Four hundred and fourteen ⁸⁸/₁₀₀ DOLLARS,
on account of Taxes paid by me for James
Shirley and his estate

\$114 ⁸⁸/₁₀₀

John T. Shirley

No. Voucher 4

Estate of

To whom paid,

Amount, \$

VOUCHER No.

4

June 4th

189

4

Received of

William J. Hooley

, the Administrator

of the estate of

James Shirley

, deceased,

the sum of

One Hundred and eighty four ⁹⁰/₁₀₀

DOLLARS,

on account of

all Cash in hand & due and

the Cash in the estate of James Shirley deceased

\$

184 ⁹⁰/₁₀₀

Wm C. Master Clerk

No. Voucher 3

Estate of

To whom paid,

Amount, \$

VOUCHER No.

6

June 17th

1894

Received of

William J. Hoady

, the Administrator

of the estate of

James Shirley

, deceased,

the sum of

One Hundred and ten

DOLLARS,

on account of

basket and other services in the
burial of said decedent

(Many Thanks)

\$110.00

John A. Morgan & Co

No. Voucher L

Estate of

To whom paid,

Amount, \$

VOUCHER No. 2

June 4th 1894

Received of

William J. Hoadley

, the Administrator

of the estate of

James Shirley

, deceased,

the sum of

Six

DOLLARS,

on account of

Cemetery Lot for the burial of
said deceased

E B Smith By S B Cummings

\$6.00

and Wm Patterson

No. Voucher 1

Estate of

To whom paid,

Amount, \$

VOUCHER No. 1

June 7th
1894

Received of

W. J. Houckley

, the Administrator

of the estate of

James Shurtz

, deceased,

the sum of

Ten

DOLLARS,

on account of

Medical Services rendered said
Decedent in his lifetime

\$

10.00

John L. Marsh

TAXED.

FILED

NOV 14 1896

Mell C. Master

CLERK HENDRICKS & C.

Francis M Shirley

^{vs}
Estate of James Shirley

Let the jury find for the plaintiff
and assess his damages at the sum
of Forty-five Hundred Dollars (\$4500.00)

J. W. Whyte
Foreman

Prancer M. Shirley vs. Estate of James Shirley

Now the jury find for the defendant
against the plaintiff and assess his
damages at the sum of

Foreman

Francis M Shirley

Est of James Shirley

See the jury find for the defendant

Boorman

Estate of James Sherley deceased
To Mr Patterson. A. B. Smith and
James W. Smith Trustees of the White
Lick Presbyterian Church -

To the West half of Lot No 2 in Block
No 7 in the White Lick Presbyterian
Cemetery

March 2nd 1896.

\$6.00