Dallas County, Texas Probate Cases 1846 – Early 1900's

Case Number 2899

Dallas Genealogical Society Founded 1955



#2899

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TEMPORARY ADMINIS	TRATOR'S BOND.		nd K	istre
THE STAT	Y OF DALLAS.	Estate of	Addion.	Roberton
Know all Me	en by these Pres	and -	is County of Dal	las, and his success-
as Principal, and as Sureties, are h	eld and firmly bound unto	the County Judge of	2 destan	DOLLAYS, who
conditioned that	the above bound	ator of the Estate of		d truly perform all the
	ander said appoint	ment.	wood Any	1904
duties required WITNES	S our hands and scale, the	9,2	II. Pito	le [SEAL]
		To the	Hoberto Maries of Ter	[SEAL]
i do solen	only swar that I will we	and truly perform	The date of the da	Deceased, it
the Estate of		er of Court appointin	Roberts	Aug- 190
ar a	Sworn to and sub	scribed before me th	tuck.	Offers, public County, Texas
			6 CONTY	G + Mary

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COUNTY COURT. Dallas County

BOND OF TEMPORARY ADMINISTRATOR.

ESTATE OF John Peitrle

Filed Mug 18 A D 190 6

FR Shanks Clerk,
By BI Cuttom Deputy.

Examined and Approved his 182

day of any AD 1906

FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978

IN RE ESTATE OF JOHN

IN THE COUNTY COURT OF

PISTOLE DECEASED.

DALLAS COUNTY. TEXAS.

NO.4011.

TO ADDISON ROBERTSON, TEMPORARY ADMINISTRATOR OF THE ABOVE NUMBERED

the following claim against the estate of JahrPistole, deceased.

Your Applicants allege that heretofore, to-wit; on August loth, 1906, your Applicants were compelled to pay to W.M.Chaddick, in order to protect themselves, the sum of \$40.54; that said sum of money was due the mid fixed pheatick by J.M.Pistole, T.K.Pistole and the estates of J.S.& Jnc.Pistole, decembed; that said amount was due said Chaddick on action purchased in sometion with the gin property belonging to the parties shave stated; what the estate of Jnc. Pistole, deceased, is due your Applicants one-fourth of said amount(said claim being eved hx jointly by J.M.Pismole and T.R.Pistole and the estates of J.S. and Jnc.Pistole), together with the legal rate of interest from the date of payment, as above stated.

Your Applicants further allege that they now own the said claim above described, against the estate of Juo. Pistole, deceased; that said claim is a just debt against said estate, and that all legal offsets, payments and credits known to affiants or either of them, have been allowed against said claim.

Wherefore your Applicants pray said Temporary Administrator to allow them the said of im above set out against the estate of Inc. Pistole, descused, and for all general and special relief to which they may be entitled both in law and in equity.

J.M. G. Hill.

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Sworn to and subscribed before me this 29 day of gept., 1906.

Hotary Public Dallas Co., Texas

A= 4011. In re-estace of John Piston decend The When Claim against the state of John Pitra deceared was furally & me in Sept 29-1906 ad is by me, in Sept 29. 1706, allowed L'full addison Robertson Jan admi FILED SEP 29 1906

IN RE ESTATE OF JOHN

IN THE PROBATE COURT OF DALLAS

PISTOLE, DECRASED.

COUNTY, TEXAS.

NO 4011.

TO ADDISON ROBERTSON, TEMPORARY ADMINISTRATOR OF THE ABOVE NUMBERRED AND ENTITLED ESTATE: -

Now comes your Applicants, J.M. Pistole and H.K. Pistole, and presents the following claim against the estate of John Pistole, deceased. Your applicants state that heretofore, to-wit; on June 5th, 1902, the Pistole Gin Company, by J.M. Pistole and J.S. Pistole executed a note in the ancunt of \$835.00 payable to the order of the Continental Gin Company, on or before December 20th, 1903; that the Pistole Gin Company, was a firm compaed of J. M.Pistole, H.K.Pistole, and Jno.Pistole and J.S.Pistole, deceased; that said note, together with other notes were given in payment of certain gin property and was secured by a chattel mortgage upon certain gin property feully described in said chattel mortgage; that said note and Chattel Mortgage are both attached to this claim and made a part of same.

Your Applicants further state that since the death of said John they have been compelled to pay off said note above described, which togother with interest to Aug. 20th, 1906, amounts to the suc of \$1168.71; that one-fourth of this amount, together with interest at the rate of 10 per cent per annum from Aug. 20th, 1906, and also 10 per cent Attorneys' fees of said emount, principal and interest, is the claim now due your applicants by said estate of John Pistole, deceased.

Your Applicants further allege that they now own said claim, which is a dust debt against said estate, and that all legal offsets, pay ents and credits known to affiants have been allowed.

Wherefore your Applicants ask said Temperary Administrator to approve their said claim as above set out against the estate of John Pistole, deceased. JM. Pistole

Sworn to and subscribed before me thin 29 day of Rept. 1996

Notary Public pallas co., Texas.

FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978

N= 4011. Pristree deceard The bithe dain againt
The ester of John Bible
deceand was presend
It me on Seft. 2900'
1906 and is by me
on Seft. 25-1906 allowed to fall as James adams

IN RE METATE OF JOHN PISTOLE, Dec'G. Ho.4cll

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In County Court of Dallas County, Taxas, Sitting in Probate.

New come ANGEN PISTOLE, SAM PISTOLE and TOM PISTOLE, and r apresent that they are the only surviving sister and brothers of JohnPistole deceased, and as such are interested in his estate, and object to the approval of the claim filed herein on September 29,1906, by J.M. and H.K.Pistole, predicated on the payment of an account of one C.B.Chick for wood and fuel furnished the Pistole Cin Company and alleged to have been paid by claimants.

J.M. and H.K.Pistole, and as grounds for their objection respectfully show:

- 1. They except to said pretended claim and say the same is insufficient in law, and of this pray the judgment of the court.
- R. They further except to said slaim for the reason that it affirmatively appears therefrom that the purported debt alleged to have been paid by claimants was a partnership debt, and it is not shown that same was paid out of the separate funds of said J. ". and P.K. Pistole, or that same was not paid out of the funds according from the partnership belonging to said claimants and the estates of the said J.S. and John Pistole, deceased.
- 3. They except to said claim for the reason that it affirmatively appears from the record in this case that said claimants are surviving partners of said J.S. and John Pistole, deceased, and as such have the exclusive management and control of said partnership assets in their possession, and it was their duty to pay off said debt and all other indebtedness of said partnership out of the partnership funds, and there is no allegation that such funds in their possession and exclusive ocatrol were not sufficient to pay off said debt, and that same was not paid out of the

ship assets.

- 4. They further except to said claim for the reason that it manifestly appears from the claim itself and the entire record in this case that this claim grows out of a failure to arrive at a settlement on the part of the said claimants herein on the one part and the representatives of the said J.S. and John Pistole on the other; and further, that it is a manifest attempt to settle a partnership by the aid of a temporary administration, and there is no foundation in law or reason for such a proceeding, and this court clearly has no jurisdiction to hear and determine the matters and things at difference between said parties.
- 5. They further except to said claim, and all others filed by said elaimants herein on the sand day, for the reason that it affirmatively appears from said claim and the entire record herein that the extraordinary spectacle of surviving partners; after having managed or mismanaged, as the case may be, the assets belonging to a partnership composed of themselves and their deceased partners for more than two years in the absence of any accounting or settlement of the affairs of said partnership under their streerdship, is presented, and of h wing appointed clandestinely without the knowledge or consent of the representatives of their deceased partners, and ex-parts a temporary administration for the purpose of avoiding a settlement with the representatives of their deceased partners and of confiscating the interests in said partnership assets of said representatives of said deceased partners, all said representatives being of full age and standing ready and willing to enter into a settlement; and for these reasons they say that this proceeding is not only insufficient in law, bet obnexious both to law and equity, and of all this they pray the judgment of the court.

For further answer in this behalf said protestants deny all and singular the allegations contained it said pretended claim.

For further answer herein these protestants say that if said J.W. and H.K. Pistole ever paid said debt, which they here specifically deny, then they say that it was their simple duty to do so, and they did no more than the law and their duty required of them in so doing; that if same was paid in each it was not paid out of the funds of said claimants, but with the funds belonging to said partnership and received from the operation of the gin and other property belonging thereto, or with money obtained by said surviving partners on the oredit of said partnership property, and that therefore it is not a legitimate or valid claim against the estates of said J.S. and John Pistole.

These protestants say that it is not true that all legal offsets, payments and credits to which said claim is entitled have been allowed, for the reason that they here now aver and allege that the said claimants herein have for more than a year and a half ignered these protestants, they being the representative of their deceased brothers aforesaid, and absolutely excluded them from the management or control of the property belonging to said partnership, and have deliberately and in defiance of the rights of these protestants, controlled and operated said property and converted the same to their own use, together with all the rants and revenues according therefrom, and although they have been frequently importuned and petitioned to render an accounting of their management of said property and to render a statement of same, they have wilfully failed and still fail and refuse so to do; all of which protestants are ready to verify.

equally interested with the said J.M. and H.K. Pistole in the partnership property aforesaid, and that there has been no settlement by and between them since the death of their deceased brothers, and that there are all manner of outstanding open account, unsettled and unclosed by and between them. In other words, the partnership affairs have not been closed or settled, and that this court has no jurisdiction to entertain or close and settle the matters and

things at difference between these protestants and said claimants; all of which protestants are ready to verify. Attorneye for Protestants. NO OFWERENDENT SUCIELL - 19/8

- 1978 SOCIETY No.4011. IN BY TATE OF TYPE PISTOLE, Dec'd., Protest Against Allowance of Claim. THE STATE OF THE S OCT 9- 1906

IN RE ESTATE OF JOHN PISTONE, Dec'd. Mo.4011

In County Court of Dallas County, Texas, Sitting in Probate.

Now come ANGUR PISTOLE, SAM PISTOLE and TOM PISTOLE, and r opresent that they are the only surviving sister and brothers of John Pistole deceased, and as such are interested in his estate, and object to the approval of the claim filed herein on September 29,1906, by J.M. and H.K. Pistole, predicated on the payment of ar alleged note executed to A.K. Lucas by said claimants J.M. and H.K. Pistole and by the said J.S. and John Pistole, said note being payable to said Lucas, and as grounds for their objection respectfully show:

1. They except to said pretended claim and say the same is insufficient in law, and of this pray the judgment of the court.

2. They further except to said claim for the reason that it affirmatively appears therefrom that the purported debt alleged to have been paid by claimants was a partnership debt, and it is not shown that same was paid out of the separate funds of said J.N.and N.W.Pirtole, or that same was not paid out of the funds according from the partnership belonging to said claimants and the estates of the said J.S.and John Pistole, deceased.

affirmatively appears from the record in this case that said claimants are surviving partners of said J.S. and John Pistole, deceased, and as such have the exclusive management and control of said partnership assets in their possession, and it was their duty to pay off said debt and all other indebtedness of said partnership out of the partnership funds, and there is no allegation that such funds in their possession and exclusive control were not sufficient to pay off said debt, and that same was not paid out of the proceeds derived from either the sale or operation of the partner-

ship assets.

4. They further except to said claim for the reason that it manifestly appears from the claim itself and the entire record in this case that this claim grows out of a failure to arrive at a settlement on the part of the said claimants herein on the one part and the representatives of the said J.S. and John Pistole on the other; and further, that it is a manifest attempt to settle a partnership by the aid of a temporary administration, and there is no foundation in law or reason for such a proceeding, and this court clearly has no jurisdiction to hear and determine the matters and things at difference between said parties.

5. They further except to said claim, and all others filed by said claiments herein on the sand day, for the reason that it affirmatively appears from said claim and the entire record berein thatthe extraordinary spectacle of surviving partners, after having managed or mismanaged, as the case may be, the assets belonging to a partnership composed of therselves and their deceased partners for more than two years in the absence of any accounting or settlement of the affairs of said partnership under thoir stewardship, is presented, and of h wing appointed elandestinely without the knowledge or consent of the representatives of their deceased partners, and ex-parts a temporary administration for the purpose of avoiding a settlement with the representatives of their deceased partners and of confiscating the interests in said partnership assets of said representatives of said deceased partners, all said representatives being of full age and standing ready and willing to enter into a settlement; and for these reasome they say that this proceeding to not only insufficient in law, but obnexious both to law and equity, and of all this they pray the judgment of the court.

For further answer in this behalf said protestants deny all and singular the allegations contained in said pretended claim.

For further answer herein these protestants say that if said J.M. and H.K. Pistole ever paid said debt, which they here specifically deny, then they say that it was their simple duty to do so, and they did no more than the law and their duty required of them in so doing; that if same was paid in each it was not paid out of the funds of said claimants, but with the funds belonging to said partnership and received from the operation of the gin and other property belonging thereto, or with money obtained by said surviving partners on the credit of said partnership property, and that therefore it is not a legitimate or valid claim against the estates of said J.S. and John Pietole.

These protestants say that it is not true that all lagul offsats, payments and credita to which said claim is entitled have been allowed, for the reason that they here now aver and allege that the said claimants herein have form more than a year and helf ignored these protestants, they being the representatives of their deceased brothers aforesaid, and absolutely excluded them from the management or centrol of the property belonging to said partnership, and have deliberately and in defiance of the rights of these protestants, controlled and operated said property and converted the same to their own use, together with all the rents and revenues accruing therefrom, and although they have been frequently importuned and positioned to render a statement of same, they have wilfully failed and still fail and refuse so to do; all of which protestants are ready to verify.

equally interested with the said J.M. and H.M. Pistole in the partnership property aforesaid, and that there has been no settlement
by and between them since the death of their decreased brothers, and
that there are all manner of outstanding open account, unsettled
and unclosed by and between them. In other words, the partnership
affairs have not been closed or settled, and that this court has
no jurisdiction to entertain or close and settle the matters and

things at difference between these protestants and said claimants;

Attorneys for Protestants.

GENEALOGICAL SOCIETY - 1978

No.4011 B ESTATE OF JOHN PISTOLE, Dac'd. FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978 Protest Against Allowance of Claim. 亚拉亚亚 JOHN PISTOLE, Deceased.

In the County Court of Dallas County, Texas, Sitting in Probate.

Now come Angie, Tom and Sam Pistole, and represent that they are the surviving sister and brothers of John Pistole, deceased, and as such are interested in his estate, and object to the approval of the claim filed herein on September 29,1906, by J.M. and H.K. Pistole, predicated on the payment of an alleged note executed by claimants and Protestants Tom and Angie Pistole, payable to the Farmers & Merchants National Bank of Plane, Texas, and as grounds of their objection , say:

1. They except to said pretended claim and say the same is not certified and proven in accordance with law, and of this they pray the judgment of the court.

tively appears therefrom that said note was executed by claimants and by protestants Tom and Angie Pistole after the death of said John Pistole, deceased, and his brother, and that the parties executing same, or some of them, had and still have in their possession all the property and assets belonging to the firm of Pistol Gin Company, composed of J.M. and H.K. Pistole, surviving partners, and John and J.S. Pistole, deceased; and in nothwere is alleged that the payment of said claim was not made out of the firm assets or money derived therefrom, or that said Angie and Tom Pistole have failed and refused to pay their part of said note, and of this they pray judyment of the court.

3. They except to said claim for the reason that it is not a proper claim against said estate and is not proven in accordance with law, and of this they pray judgment of the court.

a)

4. For further answer herein they deny all and singular the allegations contained in said pretended claim, and of this put themselves upon the country.

5. Further answering, these protestants say that if said J.M. and H.K. Pistole ever paid said note, which is not admitted but hers denied, then that they did so of their own free will and accord, without asking the co-makers thereof, viz: Angle and Tom Pistole, protestants, to pay any part thereof, as it was plainly their duty to do. That if said claimants ever paid said note in cash, such cash was received by them in whole or in part, from the operation of the partnership assets belonging to the Pistole Gin Company, or with money obtained by them on the credit of the said partnership property, and that said partnership property is bound for the payment of said deht; that the Pistole Gin Company is solvent; that the assets of said partnership are in exclusive control and management of the surviving partners, J.m. and H.K. Pistole, and that such assets should and must be exhausted and the processes applied to the payment of said claim, even granting the said claim is just, which is not admitted but sp sially denied, before they could file same as a personal claim against the estate herein; all of which they are ready to varify.

Protestante further allege that it is not true that all legal offsets, payments and oredits to which said claim is entitled have been allowed, for the reason that they here now aver and allege that said J.M.and R.K. Pistole, surviving partners, have for more than a year and a half been in the sole and excirsive management and control of the assets belonging to the Pistole Gin Company, a firm composed of themselves and said John and J.S. Pistole, deceased, and that said surviving partners have converted to their own use the assets of said firm and all the rents and revenues derived from the operation of the gin and other property of said firm, and are largely indebted to the estate of John Pistole, deceased, and to these protestants as his representatives;

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that the property and cash so converted by said claimants belonging to said partnership will aggregate the sum of \$7000, and notwithstanding this, though often importuned and petitioned so to do by these protestants, or some of them, they have deliberately and in defiance of the rights of these protestants, converted said property and the revenues accruing therefrom to their own use and have failed and refused to render any state-ment of the business or to make any settlement with reference thereto, all to these protestants' damage and the damage of the estate of John Pistole in the sum of \$2,000, all of which protestants plead in offset of this claim and any other claim which said J.M. and H.K. Pistole pretent to hold against the estate of said John Pistole, deceased, and this they are ready to verify.

For further answer herein these protestants say that they are the legal representatives and heirs and all the heirs of the said John Pistole, deceased; that they are equally interested with the said J.M. and H.K. Pistole in the partnership aforesaid, and that though the said John Pistole has been dead now for more than two years, there has never been any statement of the affairs of said partnership rendered these protestants, or any settlement made or account stated by and between them, and that there are now outstanding by and between said surviving partners and these protestants unsettled differences which they believe and allege, that if settled, would show a balance in favor of said estate of John Bistole, deceased, and of these protestants. In other words, if the legitimate and just debts of the Pistole Gin Company were paid out of the ansets of said company there would be due and owing to these protestants by said J.M. and H.K. Pistole a large sum of money, viz, to the sum of \$1,000, which sum these protestants here now plead in offset against the claim of said J.M. and H.K. Pistole against the estate of John Pistole, deceased.

For further answer herein these protestants say that the affairs existing between these protestants and said J.M. and H.K. Pistole have not been closed or settled in any form or manner and that this proceeding was instituted for the purpose of evading and avoiding a settlement of the partnership affairs, and this court has no jurisdiction over the matters and things at difference between these protestants and the estate of said John Pistole, deceased, and the said J.M. and H.K. Pistole, surviving partners, all of which protestants are ready to verify.

Attorneys for Protestants.

No .4011.

IN RE ESTATE OF

JOHN PISTOLE, Dec'd.

Protest Against Allowance of Claim.

Filed Oct 9, '06 FRShanks, Clenc By B & Culem, Dy

FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978

IN MY RETAIN OF No.4011.

JOHNPISTOLE, Dec'd. In County Court, Dallas County, Taxas,

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Now dome ANGIE PISTOLE, SAN PISTOLE and TON PISTOLE, and represent that they are the only surviving sister and brothers of John Pistole, deceased, and as such are interested in his estate, and object to the approval of the claim filed herein on September 29,1906, by J.M. and H.K. Pistole, predicated on the payment of an alleged claim for \$40.54 claimed to have been paid to one W.M. Chaddick by said J.M. and H.K. Pistole, and alleged to be a claim against the partnership heretofore composed of themselves and the said J.S. and John Pistole, deceased, and as grounds for their objection respectfully show:

Protestants except to said pretended claim and say the same is insufficient in law, and of this pray the judgment of Topographical to 2. test and more darked to the recording that is the court.

They further execut to said claim for the reason that it affirmatively appears therefrom that the purported debt alloged to hard been paid by said J.N. and M.W. Pistole was a partnership debt and it is not shown that said debt was paid out of the separate funds of said J.W. and H.W.Pistole, or that same was not paid out of funds according from the partnership belonging to said J.W. and W.W. Pictole and the estates of the said J.W. and John Platble, dozena sd. w of the train was larger and a security of the region Sandard of their deposit Secours, and as party a temperature addition

They except to said claim f or the reason that it affirmatively appears from the record in this cause that the said J.M. and W.K. Pistole are surviving partners of said John and J.S. Pistole, deceased, and as such have the exclusive management and control of said partnership assets in their possession, and it was

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partnership out of the partnership funds, and there is no allegation that such partnership funds in their possession and exclusive control were not sufficient to pay off said debt, and that same was not paid out of the proceeds derived from either the sale or operation of the partnership assets.

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They further except to said claim for the reason that it manifestly appears from the claim itself and the entire record in this case that this claim grows out of - Pailure to arrive at a settlement on the part of the said J.M.and M.K.Pistole on the one part and the representatives of the said J.S.and John Pistole, deceased, on the other; and further, that it is manifestly an attempt to settle a partnership by the aid of a temporary administration, and there is no foundation in law or reason for such a proceeding, and this court has no jurisdiction to hear and determine the matters and things at difference between said parties.

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They further except to said claim and all others filed by said elaiments herein on the same day, for the reason that it affirmatively appears from said claim and the entire record in this andmalous proceeding that the extraordinary spectacle of surviving partners, after having managed or mismanaged, as the case may be, the assets belonging to the partnership composed of themselved and their deceases partners, for more than two years in the absence of any accounting or settlement of the affairs of said partnarchip under their stewardship, is presented, and of having appointed clandestinely without the knowledge or consent of the representatives of their decemed partners, and ex-parts a temporary administration for the purpose of avoiding a settlement with the representatives of their deceased partners and of confiscating the interests in said partnership assets of said representatives of said deceased partners, all said representatives being of full age and standing ready and willing to enter into a settlement; and for

these reasons they say that this proceeding is not only insuffivient in law, but obnexious both to law and equity, and of all this they pray the judgment of the court.

For further answer in this behalf said protestants deny all and singular the allegations contained in said protestants tended claim.

For further answer herein these protestants say that if said J.M. and H.K. Pistole ever paid said debt, which they here specifically deny, then they say that it was simply their duty to do so, and they did no more than the law and their duty required of them in so doing; and that if same was paid in each, it was not paid out of funds belonging to said J.M. and H.K. Pistole, but with money received from the operation of the gin and other property belonging to said partnership, or with money chrained by said surviving partners on the credit of said partnership property, and that therefore it is not a legitimate or valid claim against the estate of said J.S. and John Pistole.

These protestants say that it is not true that all legal offsets, payments and eredits to which said claim is entitled have been allowed, for the reason that they here now aver and allege that the said J.M. and H.K. Pistole have for more than a year and a half ignored these protestants, they being the representatives of their deceased brothers afterestid, and absolutely excluded them from the management or control of the property belonging to said partnership, and that the said J.M. and H.K. Pistole have deliberately and in defiance of the rights of these protestants, controlled and operated said property and converted the same to their own use, tegether with all the rents and revenues accorning therefrom, and although they have frequently been importuned and petitioned to render a statement of same, they have wilfully failed and still fail and refuse to render the same; all of which protestants are ready

they are equally interested with the said J.M. and H.K.Pistole in the partnership property aforesaid, and that there has been no settlement by and between the since the death of their decreed brothers, and that there are all manner of open accounts outstanding and unsattled and unclosed by and between them. In other words, the partnership affairs have not been closed or settled and that this court has no jurisdiction to entertain or close and settle the matters and things at difference between them; all of which protestants are ready to verify.

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Hintery Bright Homis
Attornays for Propostants.

12 No.4011. IN RE ESTATE OF JOHN PISTOLE, Dec'd., Protest Against Allowance of Claim. **罗**拉品图D 0CT 9- 206 FINLEY, KNIGHT & HARRIS, the party to not not reput their and that where indicated ourself of

IN HE ESTATE OF

JOHN PISTOLE, Dec'd. In County Court, Dallas County, Texas,

New some ANGIR PISTOLE, SAM PISTOLE and TOM PISTOLE, and represent that they are the only surviving sister and brothers of John Pistole, deceased, and as such are interested in his estate, and object to the approval of the claim filed herein on September 29,1906, by J.M. and H.K.Pistole, predicated on the payment of an which was made due and payableto Continental Gin Company, alleged note executed by the Pistol Gin Company, a firm composed of J.M. and H.K. Pistole and J.S. and John Pistole, now deceased, and as grounds for their objection respectfully show:

Protestants axcept to said pretended claim and say the same is insufficient in law, and of this pray the judgment of the court.

They further except to said claim for the reason that it affirmatively appears therefrom that the purported debt alleged to have been paid by said J.M. and H.K. Pistole was a partnership debt and it is not shown that said debt was paid cut of the separate funds of said J.M. and H.K. Pistole, or that same was not paid out of funds according from the partnership belonging to said J.M. and H.K. Pistole and the estates of the said J.S. w i John Pistble, deceased.

They meept to said claim f or the reason that it affirmatively appears from the record in this cause that the said J.M. and H.K. Pistole are surviving partners of said John and J.S. Pistole, deceased, and as such have the exclusive management and control of said partnership assets in their pessession, and it was

partnership out of the partnership funds, and there is no allegation that such partnership funds in their possession and exclusive control were not sufficient to pay off said debt, and that same was not paid out of the proceeds derived from either the sale or operation of the partnership assets.

4.

They further except to said claim for the reason that it manifestly appears from the claim itself and the entire record in this case that this claim grows out of a failure to arrive at a settlement on the part of the said J.M. and F.K. Pistole on the one part and the representatives of the said J.S. and John Pistole, deceased, on the other; and further, that it is manifestly an attempt to settle a partnership by the aid of a temporary administration, and there is no foundation in law or reason for such a preceeding, and this court has no jurisdiction to hear and determine the matters and things at difference between said parties.

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They further except to said claim and all others filed by said claimants herein on the same day, for the reason that it affirmatively appears from said claim and the entire record in this anomalous proceeding that the extraordinary spectacle of surviving partners, after having managed or mismanaged, as the case may be, the assets belonging to the partnership composed of themselves and their deceased partners, for more than two years in the absence of any accounting or settlement of the affairs of said partnership under their stewardship, is presented, and of having appointed clandestinely without the knowledge or consent of the representatives of their deceased partners, and ex-parte a temporary administration for the purpose of avoiding a settlement with the representatives of their deceased partners and of confiscating the intereste in said partnership assets of said representatives of said deceased partners, all said representatives being of full age and standing ready and willing to enter into a settlement; and for

these reasons they say that this proceeding is not only insufficient in law, but obnexious both to law and equity, and of all this they pray the judgment of the court.

Where days to pay off this date and all other indutedname of said participately, one of the participately funds, and thate is no eliminative that you was not present the four presents and sealed to a said the four and sealed to

deny all and singular the allegations contained in said pro-

For further answer herein these protestants say that if said J.M.and H.K.Pistole ever paid said debt, which they here specifically deny, then they say that it was simply their duty to do so, and they did no more than the law and their duty required of them in so doing; and that if same was paid in cash, it was not paid out of funds belonging to said J.M.and H.K.Pistole, but with money received from the operation of the gin and other property belonging to said partnership, or with money ohrained by said surviving partners on the oredit of said partnership property, and that therefore it is not a legitimate or valid claim against the estate of said J.S. and John Pistole.

These protestants say that it is not true that all legal offsets, payments and credits to which said claim is antitled have been allowed, for the reason that they here now aver and alloge that the said J.M. and H.V. Pistole have for more than a year and a half ignored these protestants, they being the representatives of their decessed brothers aforesaid, and absolutely excluded them from the management or control of the property belonging to said partnership, and that the said J.M. and H.K. Pistole have deliberately and in defiance of the rights of these protestants, controlled and operated said property and converted the same to their own use, together with all the rents and revenues accring therefrom, and although they have frequently been importuned and petitioned to rende r an accounting of their management of said property and to render a statement of same, they have wilfully failed and still fail and refuse to render the same; all of which protestents are ready to verify.

a

Tor further answer herein these protestants say that they are equally interested with the said J.M.and H.K.Pistole in the partnership property aforesaid, and that there has been no estilement by and between them since the death of their deceased brothers, and that there are all manner of open accounts outstanding and unsettled and unclosed by and between them. In other words, the partnership affairs have not been closed or settled and that this court has no jurisdiction to entertain or close and settle the matters and things at difference between them; all of which protestants are rendy to verify.

others to low, the considers not be less and equitor, and of all

cost ent that this proposition is not soly tonutte

Stirly I hugh Homes
Attenders for Projestants.



No.4011.

IN RE ESTATE OF

JOHN PISTOLE, Dec'd.,

Protest Against Allowance of Claim.



FINLEY, KNIGHT & HARRIS,

IN RE BETATE OF JOHN PISTOLE, Dec'd. 50.401 .

In County Court of Dallis County, Texas, Sitting in Probate.

How done ANGIN PISTOIR, SAN PISTOIR and TOM PISTOIR, and represent that they are the only surviving sister and brothers of John Pistole, deceased, and as such are interested in his setate, and object to the approval of the claim filed herein on September 29, 1906, by J.M. Pistole and H.K. Pistole, predicated on the payment of an overgraft to the Farmers & Merchants National Bank of Plane, Texas, contracted after the death of said John Pistole solely by said surviving partners, and as grounds for their objection respectfully show:

Protestants except to said pretended claim and say the same is insufficient in law, and of this pray the judgment of the court.

They further except to said claim for the reason that is affirmatively on lears therefrom that the purported debt alleged to have been paid by said J.M. and H.M. Pistole was a partnership debt and it is not shown that said debt was paid out of the asparate funds of said J.M. and H.Y. Pistole, or that same was not paid out of funds according from the partnership belonging to said .M. and N.K. Pistole and the estates of the said J.R. and John Pistole, Accessed.

They except to said claim for the reason that it affirmatively appears from the record in this case that the said J.W. and H.K. Pistole are surviving partners of said John and J.S. Pistole, deceased, and as such have the exclusive management and control of said partnership assets in their passenter and to use thatduty to pay off this debt and all other indebtedness of said particular nership cut of the partnership funds, and there is no allegation that such partnership funds in their possession and exclusive control were not sufficient to pay off said debt, and that same was not paid out of the proceeds derived from either the sale or operation of the partnership assets.

4.

They further except to said claim for the reason that it manifestly appears from the claim itself and the entire record in this case that this claim grows out of a failure to arrive at a settlement on the part of the said J.M. and M.K. Pistole on the part and the representatives of the said J.S. and John Pistole, deceased on the other; and further, that it is manifestly an attempt to settle a partnership by the aid of a temporary administration, and there is no foundation in law or reason for such a proceeding, and this sourt clearly has no jurisdiction to hear and determine the matters and things at difference between said partners.

8.

They further except to said claim and all others filed by said claimants herein on the same day, for the reason that it affirmatively appears from said claim and the entire record in this anomalous proceeding that the extraordinary spectacle of surviving partners, after having managed or mismanaged, as the case may be, the annate belonging to a partnership composed of themselves and their descaned partners for more than two years in the absence of any accounting or settlement of the affairs of said partnership under their stemardship, is presented, and of having appointed claudestically without the knowledge or consent of the representatives of their deceased partners, and ex-parts a temporary administration for the purpose of avoiding a settlement with the representatives of their deceased partners and of confiscating the interests in said partnership masses of said representatives of said

deceased partners, all said representatives being of full age and standing ready and willing to enter into a pettlement; and for those reasons they say that this proceeding is not only insufficient in law, but obnexious both to law and equity, and of all this they pray the judgment of the court.

NAME OF PERSONS ASSESSED FOR THE PROPERTY OF THE PROPERTY OF

Por further answer in t is behalf said protestants dany all and singular the allegations contained in said protestants claim.

that if said J.F. and H.K. Pistole ever paid said cabt, which they here H. selfically deny, then they say that it was simply their duty to do so, andthey did not more than the law and their duty required of them in so doing; and that if same were paid in cash, it was not paid out of funds belonging to said J.M. and H.K. Pistole, but with money received from the operation of the gin and other property belonging to said partnership, or with money obtained by said surviving partners on the credit of said partnership property, and that therefore it is not a legitimate or valid claim against the catate of said J.S. and John Pistole.

These protestants say that it is not true that all legal effects, payments and credits to which said claim is entitled have been allowed, for the reason that they have now aver and allege that the said J.M.and H.K.Pistole have for more than a year and a half ignored these protestants, they being the representatives of their deceased brothers aforesaid, and absolutely excluded them from the management or control of the property belonging to said partnership, and that the said J.E.and E.K.Pistole have deliberately and in defiance of the rights of these protestants, controlled and operated said property and converted the same to their own use, together with all the rents and revenues according therefrom, and although they have been frequently importuned and petitioned to render an accounting of their management of said property and to render a statement of same, they have wilfully failed and still fail

and refuse to render sums; all of which protestants are ready to verify.

discounted businance, all said representatives boing of full and

THE CONTRACTORS BOOM OF THE PARTY AND ADDRESS OF MASSACRAFT AND FOR

for further answer herein these protestants may that
they are equally interested with the said J.M. and H.K.Pistole in
the partnership property aforesaid, and that there has been no
settlement by and between them since the death of their deceased
brothers, and that there are all manner of open accounts outstanding and unsettled and unclosed by and between them. In other
words, the partnership affairs have not been closed or settled,
and that this court has no jurisdiction to entertain or close
and settle the matters and things at difference between these
protestants and said claimants; all of which protestants are ready
to varify.

Attorneys for Protestants.

A

No.4011. IN RE ESTATE ON JOHN PISTOLS, Dec'd., Protest Against Allowance of Claim. FINLEY, KNIGHT & HARRIS, DALLAS, TEXAS FINLEY, KNIGHT & HARRIS, ATTORNISTS AT LAW, ORTH TEXAS BLDG. DALLAS, TEXAS.

IN RE METATE OF JOHN PISTOLE, Dec'd. No.401

In County Court of Dallis County, Texas, Sitting in Probate.

new come ANGIN PISTOLE, SAN PISTOLE and TON PISTOLE, and represent that they are the only surviving sister and brothers of John Pistole, deceased, and as such are interested in his estate, and object to the approval of the claim files herein on captember 29, 1906, by J.M.Pistole and H.K.Pistole, predicated on the payment of an alleged note executed by said claimants J.M. and H.K.Pistole and by the said John and J.S. Pistole, said note being payable to one S.S.Noell, and is grounds for their objection respectfully show:

1.

Protestants except to said pretended claim and say the same is insufficient in law, and of this pray the judgment of the court.

2.

They further except to said claim for the reason that
it affirmatively appears therefrom that the purported debt alleged to have been paid by said J.M. and H.M. Pistole was a partmerchip dabt and it is not shown that said debt was paid out of
the separate funds of said J.M. and H.M. Pistole, or that same was
not baid out of funds accruing from the partnership belonging to
said J.M. and H.K. Pistole and the estates of the said J.S. and
John Pictule, depended, or that flore was in the partnership belonging to
the partnership to the partnership belonging to
the said J.S. and
John Pictule, depended, or that flore was on the said J.S. and
while the partnership to the par

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They except to gaid claim for the reason that it affirmatively appears from the record in this case that the said
J.M. and H.K. Pistole are surviving partners of said John and J.S.
Pistole, decessed, and as such have the exclusive management and control of said partnership assets in their possession, and it was their

978

duty to pay off this debt and all other indebtadness of said partnership that of the partnership funds, and there is no allegation that such partnership funds in their possession and exclusive control were not sufficient to pay off said debt, and that same was not paid out of the proceeds derived from either the sale or operation of the partnership assets.

that it manifestly appears from the claim itself and the entire record in this case that this claim knows out of a failure to arrive at a settlement on the part of the said J.M. and M.Y. Pistole on the part and the representatives of the said J.S. and John Pictole, deceased, on the other, and further, that it is munifastly an attempt to south A partnership by the said of a temporary administration, and there is no foundation in law or reason for such ministration, and there is no foundation in law or reason for such presenting, and this court clearly has no jurisdiction to hear and determine the matters and things at difference between said partners.

They further except to said claim and all others filed
by said claimants herein on the same day, for the reason that it
affirmativity appears from said claimfand the antire record in
this anomalous priceeding that the extraordinary speciacle of
surviving partners, after having managed or mismanaged, as the case
may be, the assets belogging to a partnership composed or thermelves
and their deceased partners for more than two years in the absence
of any accounting or settlement of the affairs of said partnership
under their starardehip, is impossed, and of having appointed
clandestinely without the knowledge or sensent of the representatives of their deceased partners, and partners a temporary administives of their deceased partners, and partners at the representatives of their deceased partners and of confiscating the intertatival of their deceased partners and of confiscating the interests in said partnership assets of said representatives of said

and standing ready and willing to enter into a settlement; and for these reasons they say that this proceeding is not only insufficient in law, but checking both to law and equity, and of all this they pray the judgment of the court.

for further answer in this behalf said protestants deny all and singular the allegations contained in said pretended

For further answer herein these protestants say that if said J.M. and H.K. Pistole over paid said debt, which they here specifically deny, then they say that it was simply their duty to do so, andthey did not more than the law and their duty required of them in so doing; and that if same was paid in cash, it was not paid out of funds belonging to gaid J.M. and H.M. Pistole, but with money received from the operation of the gia and other property belonging to said partnership, or with money obtained by said surviving partners on the credit of said partnership property, and that therefore it is not a legitimate or valid claim against the estate of only J. R. and John Platelo, + They in his many by him have believed by many house believe the former has been believed by this find by marfamed metals say that it is not true that all legal effects, payments and credits to which eads claim is entitled have been allowed, for the remon that they here now aver and allege that the said J.M. and H.K. Pistole have fore more than a year and a half ignored these protestants, they being the representatives of their decembed brothers aforesaid, and absolutely excluded them from the management or central of the property belonging to unid partnership, and that the said J.M. and H.M. Pistole have deliberately and in defiance of the rights of these protectants controlled and operated said property and obsverted the same to their own use, together with all the rents and revenues according therefrom and although they have been frequently importuned and petitioned to render an accounting of their management of said property and to renof same short barry settfulls fatted and settl futt

and refuse to render same; all of which protestants are ready to verify.

For further answer herein these protestants say that they are equally interested with the exid J. V. and H. H. Pistole in the partnership property aforesxic, and that there has been no settlement by and between them since the death of thefy deceased brothers, and that there are all manner of open accounts out flaim _ all of which They bland in finitely out flaim _ standing and unsettled and unblosed by and between them. In other porce, the partnership affairs have not been closed or settled, and that this court has no jurisdiction to entertain or close and sottle the metters and things at difference between these protestants and said claimants; all of which protestants are ready Linky Luight Hims to verify.

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No.4011.

IN RE ESTATE OF

JOHN PISTOLE, Dec'd.,

Protest Against Allowance of Claim.

FINLEY, KNIGHT & MARRIE,

IN RE ESTATE OF JOHN PISTOLE, DECRASED.

IN THE COUNTY COURT OF DALLAS COUNTY? TEXAS.

Now comes Addison Robertson, Temporary Administrator in the above numbered estate, and answering the application of Sam Pistole, Tom Pistole and Angie Pistole, filed herein on the _____day of ____ 1906, for the purpose of setting aside the present temporary administration upon said estate, alleges.

1st. That the application alled herein is insufficient in law, wherefore he excepts to the same and prays judgment of the Court, etc.

2nd. Addison Robertson, Temporary Administrator herein denies

all and singular the allegations set outn in said application and demands strict proof of the same. Wherefore he prays judgment of the court fand fund & fano

ally for Deny, admir,

FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978 "CARAGONA, REGIOUS John Biston died MINE TO REALTH NEW Anewer of Senterry of the continue to bet and to a contract the contract the contract to the Filed Oct 9, 1906 IN LITE CO MAIN COMME OR A By Culum De

IN RESERVED OF JOHN
PISTOIR, DECRASED.
NO. 4011.

IN THE PROBATE COURT OF DALLAS COUNTY, TEXAS.

TO ADDITION ROBERTSON, TO PORARY ADMINISTRATOR OF THE ABOVE NUMBERSON

Now come your Applicants, J.W.Pistole and R.K.Pistole, and present the following claim against the estate of John Pistole, deceased.

Your Applicants allege that heretofore, to-wit; during the year 1905, C.B.Chick furnished the Pistole Gin Company wood and fuel used in connect ion with munning shid gin, for which he charged the sum of \$46.37; that is said amount was owed by to said C.B.Chick by your Applicants and the estates of J.S. and Jno.Pistole, deceased; that heretofore, to-wit; on Aug. 18th, 1906(said amount being long past due) in order to protect themselves, your Applicants are were compalled to pay said amount of \$46.37 to C.B. Chick; that one-fourth of said amount was owing to said Chick by the estate of John Pistole, deceased, and that in consideration of the above, said axim estate of John Pistole, deceased, is now indebted to your Applicants in the sum of one-fourth of said amount, together with interest thereon at the legal rate from August 18th, 1906; that said claim is now held by your applicants and no part of same, though often requested, as has ever been paid, plicants and no part of same, though often requested, as has ever been paid.

Your Applicants further allege that they now own the said claim a ove described, against the estate of Juo. Pistole, deceased; that said claim is a just debt against said estate, and that all legal offsets, revents and credits known to afriants or either of them have been allowed against said claim.

Wherefore your Applicants pray said Temporary Administrator to allow them the said claim above described, as against the estate of Jps. Pistole, deceased, and for all general and special relief to which they may be entitled both in law and in equity.

Sween to and subscribed before me this 2 9 day of sept. 1906

Water Dublin Chilas Co. Tas.

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In per estate of John Pistole deceared,

The wither claim against the estate of John Pistole deceared to huserled to me in Sept 29-1906 and is by the let of the let of the state of the state

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PRANTE SANKE OF KORK.

IN RE RETAIN OF JOHN PISTOLO, DECEASED. NO. 4011.

IN THE PROBATE COURT OF DATLAS COUNTY, TEXAS.

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AND THE RESIDENCE OF THE PARTY OF THE PARTY

TO ADDISON ROWERTSON, TEMPORARY ADMINISTRATOR OF THE ABOVE NIBERERED

Now come your Applicants, J.W. Pistole and H.K. Pistole, und present AND ENTITIED BETATE: the following claim against the estate of Jno. Pistole, deceased.

Your Applicants allege that in connection with running of said gin property situated in Dallas Co., Texas, and which belongs to J.M. Pistole, H. E.Pistole and the estates of J.S. and Jno.Pistole, decoased, said property having been run at the request of and with the consent of the heirs of the maid J.S. And Jno. Pistole, deceased, your Applicants were compalled to draw over drafts upon the Parmer's & Merchants National Rank of Plane, Texas, to the extent of \$208.00; that said amount of \$208.00 was owing said Farmers & Merchants National Bank of Plano, Taxas, by your Applicants and the astate of J.S. and Jro. Pistole, deceased; that heretofore, to-wit on the ank by your applicants and that one-fourth of said amount was due said bank by the entate of Inc. Pistole, deceased, and is now due your applicants in consideration of the facts above stated; that said sum was xpaid paid to said mank by your Applicants prior to Aug. 20th, 1906, at a time when it was long past due and that one-fourth of said amount, together with interest at the legal rate from Aug. 20th, 1906 is now due your Applicants by the estate of Inc. Pistole, deceased, the same nor any part thereof, though often requested, never having bean paid them.

Your Applicants further allege that they now own the said claims above described, against the estate of Inc. Pistole, decease; that said claims is a just debt against said estate, and that all legal offsets, payments and credits known to affiants or either of them, have been allowed against all of said fixx claims.

Wherefore your Applicants pray said Temporary Administrator to allow then the said fixe claims above mist set out against the estate of John pistole, deceased, and for all general and special relief to which they may be entitled in law and in equity.

A Ste Pristale

Sworn to and subscribed before me this 29 day of Sept., 1906.

Halewitt P Vier & Spisso

Co. of Dalla) The above claim against the state of John Pitole diesend was present to me on Left 29-1906 and is by one on Left 29-1906 and is by one on Left 29-1906 and is by one on Left 29-1906 allowed is full as above set out.

Wildison Holiestoon

James addms.

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In re-ester of John Pistre accord

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IN RE RETAIR OF JOHN DISTOLE, DECRASED.

HO.4011.

IN THE PROBATE COURT OF DALLAS COUNTY, TEXAS.

TO ADDISON ROBERTSON, TE PORARY ADMINISTRATION OF THE ABOVE NUMBERED AND RETITION BETATE:

Now come your Applicants, J.M. Pistole and H.K. Pistole, and present the following claims against the estate of John Pistole, deceased,

Your Applicants allege that heretofore, to-wit; on December 21st.,
1903, J.M. Pistole, M.K. Pistole and J.S. Pistole and Jno. Pistole, deceased,
executed their certain premissory note in the amount of \$300.00, payable
one year after date, to the order of A.K. Lucas; that after the death of John
Pistole your Applicants, in order to protect themselves, were compelled to
pay off said note, and that said claim, together with interest up to Aug.
20th, 1906, amounts to \$320.30, one fourth of which is now due your Applicants
by the estate of said Jno. Pistole, deceased, said note having been jointly
executed by the four parties above named, together with interest thereon
from Aug. 20th, 1906, and together with interest thereon from Aug. 20th,
1906, and together with 10 per cent Atterney's face as provided in said
note.

Your applicants further allege that they now own the said claim above described, against the natate of Joo. Pistole, deceased; that said claim is a just debt against said estate, and that all legal offsets, payments and credits known to affiants or either of them, have been allowed against said claim.

Swern to and subscribed before me this 29 day of scrit., 1908.

Retary Public Deplas Co., Tolas.

A= 4011. In re Estate of John Piston de cand The his the claim spent The estate of John Perstole diceased was freshed to me on Sept. 29-1906 and is 4 me, in Sept 29-1906 allowed in full as within attaition Robertson Jump admir

IN RE ESTATE OF JOHN PISTOLE, DECRASED.

NO 4011

IN T E PROBATE COURT OF DALLAS

TO ADDISON ROBERTSON, TEMPORARY ADMINISTRATOR OF THE ABOVE NUMBERED

Now come your Applicants, J.M.Pistole and H.K.Pistole, and present the following claim against the estate of John Pistole, decreased.

Your Applicants state that heretofore, to-wit; on May 16th, 1902, J.M.
Pistole, H.K.Pistole, J.S.Pistole and Jno.Pistole purchased from S.S.
Meel a certain tract of land containing about two acres located in Dallas county, State of Texas, and fully described in a deed executed to them by said Essl, which is now on record among the deed records of Dallas County, Texas; that at the time of said purchase the said J.M.Pistole, H.K. Pistole, J.S.Pistole and Jno.Pistole executed a note in the amount of \$200.00, dated May 16th, 1902, payable to the order of S.S.Noel on Oct. 1 the 1902, and bearing interest at the rate of 30 per cent per annum(said note also bearing Attorneys' fees atthe rate of 10 per cent upon the full emount of principal and interest due if the same should be placed in the hands of an Attorney for collection).

Your Applicants further state that John Pistole is now dead and his estate is being administered upon by Addison Robertson; that since the death of said John Pistole your Applicants, J.M.& H.K. Pistole have been compelled, as in order to protect themselves, to pay off said note; that said claim, together with interest up to Aug. 20th, 1906, amounts to \$213.80g that your Applicants have been compelled to place said claim in the hands of their Atterneys for collection, which makes 10 per cent Attorneys' fees become the upon the amount of said claim owed by said John Pist Le, daceased; that said property was purchased, as above stated, by J.M.Pistole, H.K. Pistole, J.S. Pistole and Jno. Pistole, jointly, and said note was executed by them jointly, and that each one of them, equally, owed the amount due upon said note; that in consideration of the above allegations the estate of John Pistole , deceased, is now due your Applicants one-fourth or said amount of \$213.80, together with 8 per cent interest from Aug. 20th, 1906, together with 10 per cent Attorneys' fees upon axis principal and interest due.

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Your Applicants further allege that they now own said claim which is a just debt against said estate, and that all legal offsets, payments and eredits known to affiants, have been allowed.

Wherefore, your Applicants pray said Temporary Administrator to allow their said claim as above stated, together with interest and Attorneys their said claim as above stated, together with interest and Attorneys their said claim as above described. Attached to this Application is the note above described.

J.M. Oistole

Sworn to ans subscribed before me this 22 day of Sept.,1906.

Notary Public Dallas co., ta as.

State of lever the above claim agraint This certain of John Bistone deceased, we preated & me on Sept 29= 1906 and is by me on Sept, 29 air 1906, allowed is full as above let not.

Clackwar Rolentoon

Yampo allows

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A 4011. I In re- with of John Pertule deceared

SEP 29 1960

IN RE BETATE OF JOHN PISMOLE, DECEASED. NO.4011.

IN THE PROBATE COURT OF DALLAS COUNTY, TEXAS

TO ADDITION ROBERTSON, TEPPORARY ADVINISTRATOR OF THE APOVE HURRIED

Now come your Applicants, J. Pistole and N.K. Pistole, and present AND RUTITIED RETATE:the following claim against the estate of Juo.Pistole, deceased.

Your Applicants allege that heretofore, to-wit on January 1st., 1906 J.K.Pistele, H.K.Pistele, Tom Pistole and Angie Pistole executed a note to the Partiers & Merchants National Bank of Plano, Texas, in the and ntof \$2,800.00 becoming due six menths after date; that suid note was executed in lieu of an indebtedness ewed by the firm of J.S. Pistole, J.M. Pistole, H.K. Pistole and Ino. Pistole; that heretafore, to-wit; on the 2 day of your Applicants were compelled to pay off this indebtedness, which, tose with xaux the interest thereon, amounted to \$1915.00 on August 20th, 1906; that your Applicants have placed said indebtedness in the hands of their Attorneys for collection, and that said note provided for 10 per cent Attorner's fees upon the amount of principal and interest due.

Your Applicants further allege that the estate of Juo. Pistole, deseased, is now and them one-fourth of anid amount above states, together with interest from August 20th, 1906, and Attorney's fees upon the same as above stated; that your Applicants now hold said claim against said estate and the heirs and administrators of Jno. Pietole, deceased, though often requested to pay the same have refused and still refuse to do so.

Your applicants further allege that rea they now own the said claim above described, against the estate of Jno. Pistole, deceased; that said claim is a just debt against said estate, and that all legal offsets, payments and credits known to affiants or either of then, have been allowed against said claim.

Whereford your Applicants pray said Temporary Administrator to allow them said claim above set out against the estate of Jno. Pistole, drseased, and for all general and special reflief to which they may be entitled both in law and in equity.

FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978

Sworn to and subscribed before me this 22 day or geptomber, 1906. Hotary Public Gallas Co. 1 Tolas. - Ev. of Dallas & The above claim by ans the estan of John Piston decend was presented * me in Left, 29-1906 and is by one a Lexx 29-1806 allowed in full as FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978 In re-estate of John Pistver deceased

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FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978

IN RE ESTATE OF IN COUNTY COURT, DALLAS COUNTY,
JOHN PISCOLE, Dec'd. TEXAS.

To the HONORABLE HIRAM F.LIVELY, Judge of Said Court: --

Now comes Sam Pistole, Tom Pistole and Miss Angle

Pistole, hereinafter styled protestants, and move the court to

vacate the temporary administration herein and declare the same

null and void ab initio, and for grounds of their motion re
spectfully show that protestants Tom and Angle Pistole are

brother and sister of the full blood, and Sam Pistole a brother

of the half blood, of the said John Pistole, deceased; that said

protestants are all the brothers and sisters of the said JOHN

Pistole deceased, who survive him, and that both his father and

mother are dead; that protestants are the sole heirs of the said

John Pistole, deceased, and that they are all past the age of

Administrating their interests of y metacropy at manhabit, and

That the said John Pistole is dead, and that all the property of which he died seized consisted of an interest in a cotton gin plant situated in Lallas county, Texas, which was owned by a partnership composed of J.M. and H.K.Pistole and the said John Pistole and his deceased brother, J.S. Pistole, the said H.K. and J.M.Pistole being the surviving members of said partnership; that the death of the said John and the said J.S.Pistole said business heen conducted by the aforeguid surviving the said business heen conducted by the aforeguid surviving the said business heen conducted by the aforeguid surviving the said business heen conducted by the aforeguid surviving the said business heen conducted by the aforeguid surviving the said business heen conducted by the said surviving the said business heen conducted by the said surviving the said business heen conducted by the said surviving the said surviving the said surviving the said business heen conducted by the said surviving the said sur

partners with the consent and co-operation of protestants, until partners with the consent and co-operation of protestants, until partners with the consent and co-operation of protestants, until partners with the consent and is no necessity whatever for this or any other administration on the estate of John Pistole, deceased, and the occasion for this administration was a disagreement had beetween these protestants, or some of them, and the said J.M. and H.K. Pistole, surviving partners of the firm,

which differences still exist, and these protestants are anxious to have some adjusted and have tried in every fair way possible to secure an adjustment of the differences between hear, and to secure a statement from the surviving partners of the condition of said business, but instead of rendering a statement and meeting in a settlement, this proceeding has been reserted to for the sole purpose of harrassing these protestants, or some of them, and of confiscating the equity of said protestants in the partnership property aforesaid.

no necessity for this administration and same is not and was not intended to be in the interest of the estate of said decedent, but on the contrary the sole object and purpose of securing this administration was to confiscate the interest of these protestants in the property owned by said partnership, of which the said H.X.apd J.A.Pistole are surviving partners.

partisan of said surviving partners, H.K. and J.M.Pistol; was appointed at their instance and request, and although he lives next door to said Angie Pistole, she had no knowledge or intimation that it was anned by and between said temporary administrator and said. Wind J.M.Pistole to have him appointed temporary administrator; that the appointment of said temporary administrator was the result of a clandestine and secret plum, conceived, inaugurated and prosecuted by the said H.K. and J.M. Pistole, the sole purpose of which was to harrass these protestants, or some of them, and to confiscate their interest in said partnership property; that said H.K. and J.M.Pistole had prior to the institution of this proceeding, made two attempts to harrass these protestants or some of them, both of which attempts resulted in a failure.

4. These protestants, as above stated, reiterate that there is no necessity, occasion or cause for administration on the estate of said John Pistole, and that same was

instituted without their knewledge or consent, and that they stand ready as the representatives of said J.S. and John Pistole, deceased, to wind up the affairs of said partnership in a fair manner, and earnestly protest against their interest in the estate being confiscated by this unjust, unreasonable and unnecessary proceeding; that the partnership was, at the time of the death of said decedents, and still is, solvent, which is known to the said H.K. and J.M. Pistole, and that these protestants are ready and willing that said property should be sold, if necessary, either at public or private sale, for the purpose of paying off the indebtedness of the partnership, and that said property is amply sufficient to pay off said indebtedness and leave something to these protestants.

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5. As above stated, these protestants say that there is no necessity for administration on the estate of said John Pistole, deceased, but they say that if the court should differ with them in their view, then that they or one of them is entitled to become such administrator, and protestants am and Tom Pistole, hereby waive their rights in favor of their sister.

Angle Pistole, and ask the court to appoint her temporary administrator in lieu of A.Robertson.

Wherefore, premises considered, protestants pray that this, their motion to have said administration set aside and held for nought, he granted, or in the alternative, that protestants. Angle Pistole, he appointed temporary administrator herein in lieu of said Robertson.

However, I have granted to the protest the said of the said Robertson.

Atterneys for Protestants.

Copy of the above achnowledged, + notice thereof is burly worn of , + surrice as capted Gano Gano of Gano allys for Transorry allins

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STATE OF TEXAS.

sworn, on oath states that the authors that the haseread said application and that the matters and thinsg therein contained are true.

Jan Pistole

Sworn to and subscribed before me by Tom Pistole, this 3rd day of October, 1906.

Notary Public in and for Dallas County, Texas.

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FILMED BY DALLAS GENEALUGICAL SUCIETY

4011

IN RE ESTATE OF JOHN PISTOLE, Dec'd.,

Metion to Vacate.

FILED OCT 4 1908

FINLEY, RHIGHT & MARKE ATTENDED OF THE PARTY OF T