...LLIN...S.

... COURT,

THIRD G... DIVISION.

No. 26

J. W. Mid...ke Co., Stationers, 196 Lake St.

62

Supreme Court of Illinois.

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1864.

RUSSELL GIBBS AND FREDERICK P. BROWN, Plaintiffs in Error,
vs.
ELLIS BLACKWELL AND MARIA E. BLACKWELL, his wife, ELIZA ANN GIBBS, SARAH E. GIBBS, an infant, WEBSTER C. GIBBS, an infant, LAURETTA C. GIBBS, an infant, ELLEN L. GIBBS, an infant, all of said infants by ELLIS BLACKWELL, their Guardian, Defts in Error.

Error to Henry.

This was a bill in Chancery, filed in the Circuit Court of Henry, by defts in error, alleging as follows:

That Ashahel Gibbs died July [illegible] 1859, intestate, leaving said complainant, Eliza Ann [illegible], his widow, and the said complainant, Maria Blackwell, wife of complainant, Ellis Blackwell, [illegible] Gibbs, Webster C. Gibbs, Lauretta C. Gibbs, and Ellen L. Gibbs, his sole heirs at law surviving.

That in the lifetime of said Ashahel, the defendant, Russell Gibbs, on the 23d day of August, 1855, purchased of defendant, Fred. P. Brown, the SW¼, 33, 17, 2, and took a bond for a deed therefor.

3 That on the 20th of September, 1857, Ashahel Gibbs agreed to pay Brown $169 of the money mentioned in the bond from Brown, and Russell Gibbs agreed that Brown should

Filed May 5, 1864
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convey to Ashahel upon this payment being made, 40 acres in the north-east corner of said quarter, 90 rods long and 70 rods wide. That under said agreement, Ashahel made the payment to Brown, and Russell gave him a written order to Brown, authorizing Brown to convey the 40 acres to Ashahel.

That Ashahel took the order to Brown, who said he would make the conveyance, and finally did do it, but held the deed as an *escrow*.

That Ahsahel took possession of the premises, and erected a house on it, broke, fenced, &c.

4 That on the 13th of January, 1859, defendant, Russell Gibbs, told Brown that Ashahel Gibbs did not want the forty in the shape of 90 rods by 70, but preferred a square, and that Brown had better convey the whole quarter to him, Russell, and he would convey the 40 to Ashahel.

That Brown, acting in good faith, did so, but that Russell has
5 wholly refused to convey the 40,———— and denies that Ashahel or his heirs have any right in the premises.

That said Russell pretends that said Ashahel was, at the time of the execution of the deed from Brown, indebted to said Russell, as executor of John Gibbs, their father, who had died in New York years before, leaving certain property to John Gibbs, a lunatic, of whom Ashahel was guardian, and as such guardian had received from Russell, who was executor, money to be applied for the care of the lunatic, and that Ashahel had not accounted for the money. This pretention is wholly denied by complainants, who alleged that they took care of said lunatic ever since the death of his father, at an expense far greater than all moneys received from said Russell.

They fear that Russell will sell the 40 to some *bona fide* pur-
8 chasers, and pray that Russell Gibbs be ordered to convey 40 to complainants, &c., by warranty deed. That the deed from Brown to Gibbs, as to the 40 acres, be declared void. That

Brown execute a warranty deed of the 40, with the relinquishment of dower by his wife. That Russell Gibbs be restrained from encumbering in the meantime.

EXHIBIT "A."

Deed from Brown and wife to Russell Gibbs, of quarter section.

15 Answer of Brown admits that he executed to Russell Gibbs bond for a deed for SW¼ 33, 17, 2.

16 He has been informed that Russell and Ashahel made an agreement by which Ashahel should pay some of the money due on the bond, and receive some of the land. That about the 20th of September, 1857, Ashahel presented to respondent a written order, signed by Russell, whereby Russell requested respondent to make a deed of forty acres in the N. E. corner of said quarter, 90 rods long, east and west, and 70 north and south.

That respondent agreed to execute the deed to Ashahel upon payment by him of one hundred and sixty-nine dollars.

17 That afterwards Ashahel paid the $169, and respondent made one and signed the deed, [Exhibit "B."] but never delivered it because Ashahel did not call for it; but Ashahel took possession of the premises, erected a dwelling house, and made improvements thereon.

That about a year after, Russell Gibbs stated to respondent that Ashahel was not satisfied with the land in the shape it was, and wanted a square piece, and that respondent had better make Russell a deed of the whole, and he would deed a square piece to Ashahel.

That respondent, acting in good faith, deeded the whole to Russell, and believes Exhibt "A." of the bill to be a copy, but he does not know of any of the other matters stated in the bill.

21 Answer of Russell Gibbs admits the taking of bond from

Brown; admits the agreement made with Ashahel, that if he would pay $169 to Brown, Brown should deed him forty acres of the quarter, 90 by 70 rods, but that the land was not to be conveyed to Ashahel in his own right, but as trustee.

That Ashahel, at the time of the making of the agreement, had in his possession property and proceeds of property de-
22 vised by their father in trust for the use and benefit of John Gibbs, Junior, an idiot son, and that the 169 was to be paid by Ashahel, and actually was paid by him, out of moneys in his, Ashahel's, house, as trustee for said idiot.

That the 40, at the time of the agreement, was well worth $12 per acre, but that respondent agreed to sell for $4.25 per acre, because it would come to the benefit of the estate.

Respondent admits giving a written order, mentioned in the bill, and that he told Brown Ashahel wanted the land in square form, in stead of 90 by 70, and admits that Brown deeded the whole to him (Russell.)

23 Denies fraud in procuring the deed, but alleges that it was obtained in accordance with an agreement between him and Ashahel that respondent should take a deed for the whole and give Ashahel a deed to 40 acres.

Admits the making the improvement by Ashahel, but alleges that they were paid for out funds which came into his hands as trustee.

Denies that he ever pretended that Ashahel was ever indebted to him in any way whatever.

24 Admits that Ashahel, in his lifetime, and his widow had since, had taken care of the idiot, but that the rents, issues and profits of the property devised to and held by Ashahel in trust for the idiot, were more than sufficient to pay all the expense and care. Admits that complainants are heirs at law of Ashahel Gibbs. Alleges that he is willing to convey the 40 to any suitable person who shall be appointed as trustee for the idiot's use.

RUSSELL GIBBS *vs.* ELLIS BLACKWELL, MARIA E. BLACKWELL, his wife, ELIZA ANN GIBBS, SARAH E. GIBBS, WEBSTER E. GIBBS, LAURETTA GIBBS and ELLEN S. GIBBS.	Cross bill filed on the same day as the answer of Russell Gibbs.

25 Alleges that the defendants in the cross bill on the 22d of August, 1855, filed in Circuit Court of Henry county their bill of complaint, alleging [here follow the charges set forth in the original bill.]

28 Cross bill then alleges that the agreement between Russell and Ashahel Gibbs, was made by Ashahel, as trustee, and not in his own right.

That in December, 1847, John Gibbs, of Essex county, New York, died testate, leaving Euphenia Gibbs his widow, and your orator, Russell Gibbs, said Ashahel Gibbs, deceased, Philander Gibbs, John Gibbs, Jr., Polley Van Arder, Lucinda A. Bradly and Louisa Gibbs, his children.

That said John Gibbs died seized of about 90 acres of land, with house, barn and other buildings, for farming purposes upon it, worth $1,000, large amount of personal property, worth $400.

29 That said John Gibbs left a will, approved, &c., appointing your orator executor. That the will was fully proved, and the estate settled according to law. The debts of said estate not exceeding $50.

That said John, by said will, bequeathed the whole estate to the said Ashahel Gibbs, and his said widow, Euphenia Gibbs, in trust for said Euphenia Gibbs and said John Gibbs, Junior, who was an idiotic son, to be expended for their maintenance during their lives, with the remainder to his heirs generally.

30 That Euphonia and Ashahel accepted the trust, took possession of the estate, and received the proceeds thereof.

That in July, 1854, said Euphenia died, leaving Ashahel Gibbs sole trustee, and said John Gibbs sole *cestui que* trust.

That in March, 1857, Ashahel sold the real estate and part of the personal property, and with the proceeds and the balance of the personal property, moved with his family to Henry county, Illinois. That at the time of removal he did not have, in his own right, over $50 worth of property. That he has not acquired any to speak of since.

31 That on the 17th of July, 1859, said Ashahel died intestate, leaving the said office of trustee vacant.

That in making the contract made by your orator with the said Ashahel, the said Ashahel acted as trustee of said estate, and paid said money to said Brown out of moneys that came into his hands as such trustee, and made the improvements on the land out of moneys belonging to said trust estate.

That said idiot, John Gibbs, Jr., is still living, and is a resident of Henry county.

That Sarah, Webster, Lauretta and Ellen Gibbs, are minors.

PRAYER. That defendants answer.

32 That this cross bill be heard at the time of the hearing of the original bill.

That a trustee be appointed to hold the property for the same uses and purposes that Ashahel did. That your orator, Russell Gibbs, be required by decree to convey said 40 acres to said trustee.

33 Replication to answer of Russell Gibbs.

35 Answer of the minor defts to the cross bill of Russell Gibbs, by Ellis Blackwell, their guardian.

Denies all the matters in the cross bill alleged, which are inconsistent with their original bill, &c., &c.

39 Answer of Ellis Blackwell and Maria, his wife, and Eliza Ann Gibbs, widow of Ashahel Gibbs, widow of Ashahel Gibbs to the cross bill of Russell Gibbs.

Admits that John Gibbs died in New York as alleged, leaving the widow and children alleged, and possessed of some estate or interest in the land described in the bill, but allege that 'twas not worth over $600, and that there were incumbrances on the land. That he possessed personal property, but only about $300 in value. That said John Gibbs left a will appointing Russell Gibbs executor, but don't know whether he settled the estate or not.

Answer denies that all the estate was left to Euphenia and Ashahel Gibbs, as alleged in bill, but that he left 6 sheep to Lucinda Bradley, and to Louisa P. Gibbs a cow, and such
41 setting out as should make her equal to the other daughters, and admit the rest of estate was bequeathed to Euphenia and Ashahel, as alleged in cross bill, for the benefit of the widow and the idiot son with remainder to the testators heirs generally.

That said will authorized the trustee to sell or dispose of the estate and apply the same to the support of the *cestui que* trusts in case the rents, isues and profits should be insufficient to support a family. Admits that Euphenia and Ashahel accepted and undertook to execute the trust; took possession of that portion of the estate that was left after the payment of legacies,
42 funeral expenses and debts. They aver that the personal property that came into their hands was worth about $200. They took possession of all the real estate. That it was worth $300 a year to support the *cestui que* trust. That the rents, issues and profits of the trust did not amount to over $80. Tha Ashahel boarded and supported his mother until she died, during the term of seven years, and said idiot about 12 years. That said Eliza Ann Gibbs has supported said idiot since the death of her husband. That the total expense has been much greater than the value of the estate that came into the hands of Ashahel.

43 That the rents and profits of the estate were inadequate from the first to support the *cestui que* trusts.

That Ashahel contributed his labor all the time. That the whole costs have been above $3,000.

They admit that in March, 1857, Ashahel sold the real estate for $600, and alleges that he applied it to paying of expenses previously incurred for the *cestui que* trusts.

They admit that in 1857, Ashahel and his family came to Illinois, and deny that he took with him any property bequeathed in said will to him, except a few articles of light furniture, not worth over $20.

44 Whether he had in his possession at that time any money resulting from said estate they are not informed, but believed he had some.

They allege that Ashahel had at that time $500 of his own money, and increased his estate afterwards, and had when he died about $400 worth of personal property and $500 worth of real estate.

Admits the death of Ashahel, as alleged in bill, but deny that it created a vacancy in the trust estate, because the trust estate was exhausted; and allege that the administrator of Ashahel would have succeeded him as trustee. Deny that money paid to Brown nor the money used for said improvements, was money belonging to said estate.

Alleges that Ellis Blackwell was administrator of Ashahel, &c.

47 Replication of Russell Gibbs to answer to said cross bill

41 COMPLAINANT'S DEPOSITIONS.

POLLY VAN ORDER testified: I reside in Henry county, Illinois, ward of John Gibbs of New York, who died in 1847. I was brought up on the farm in New York, and last saw it about three years before my father's death. Father estimated it
49 to be worth $1,000 in cash; said he would take that for it.

This was before any division of it. I know John Gibbs, Jr., the idiot. He is 49 years old. Since he came to this State has resided with Ashahel Gibbs and Eliza Ann Gibbs, said Ashahel's widow.

50 Don't think any one would be willing to take care of him for less than $2.00 a week, unless it was a brother or sister. His board is worth less than an ordinary man's.

51 John Gibbs, the idiot, lived upon bread, meat, potatoes, and milk. No tea or coffee. Butter or cheese was allowed him, I have known him some times to look as though wanted something more to eat. I have heard Mrs. Gibbs say, when he came very near getting killed on the boat coming out here, that it would not have been much matter if he had been killed.

52 I heard Mrs. Gibbs say that Russell offered to leave the matter out to arbitrators, and that he, Russell, would take John off her hands, and take one half what disinterested men said that he ought to have. I heard Mrs. Gibbs say that she offered to give Russell if he would take John off her hands, and deed the 40 acres, and that Russell accepted the proposition. After that she said her son-in-law, Ellis Blackwell, told her she had no right to make the offer, and that she considered it void.

In the summer, John wears shirt and pants—in the winter a coat and vest in addition. He would never wear hat nor shoes.

54 HARVEY VAN ORDER testified: Am 54 years old. Reside in Henry county; am son-in-law of John Gibbs, Sen. I knew the homestead farm in 1836, and was over a part of it 8 years ago. In 1836 there was about 130 acres, which included a wood lot of about 40 acres, which was subsequently sold by the old man.

I received a letter from the old man, stating that he had offered the place for a $1,000. I suppose it was for the whole 130 acres.

I knew Ashahel Gibbs intimately. I resided 3 years on the

farm of John Gibbs, Sr. The house was some 20x30 feet, with a lean to. I knew the habits of John, the idiot, during that time. His clothing was good and comfortable, but not expensive. He wore shoes and stockings, but not in summer. He is not as warmly clad in the winter now as he was then.

58 It is worth $2.00 per week to take care of him.

Cross-examined.—I lived with John Gibbs, Senior, from 1825 to 1828. It is worth as much to board John, the idiot, as anybody else; not worth as much to clothe him.

I think the wood lot was sold by John Gibbs, Senior, 1845.
60 This left about 90 acres in the homestead. It was divided into 5 lots by stone or rail fences.

DEFENDANT'S DEPOSITIONS.

62 WM. D. GIBBS testified: I reside in Henry county, and have for 3 years. In 1847 I resided in Essex county, New York, and until 7 years ago, when I came to Illinos.

I knew John Gibbs, Senior, and Ashahel Gibbs. Resided about 100 rods from them in New York, and knew the
63 old homestead well. This farm contained about 100 acres, divided into 9 or 10 lots, by board or stone fence, an orchard, a a barn, 30x40 feet, a small horse barn, granary, woodshed, and a good sized dwelling house, about 50x60 feet, a story and a half high, with underground kitchen. 'Twas worth, at the time of John Gibb's, Senior, death, $1,000. He also had sheep, hog, cows, horses, farming utensils, and young cattle, worth at least $600. $150 would be a reasonable annual rent for the farm.

I knew Euphenia Gibbs, the widow of John, Senior. The two years after her husband's death, she resided on the home-
64 stead, then one year with her daughter, Lucinna Burpee. After that she lived on the homestead with Ashahel until she died, in August or September, 1854.

The first year after her husband's death, she worked the farm

with Philander Gibbs, and supported herself. In the fall of that year, George Stevens took the place and took care of Euphenia and John, the idiot, during the ensuing year, for the use of it. The third year Ashahel had the homestead, and John, the idiot, lived with him. Euphenia lived with her daughter. After that year, both of them lived with Ashahel. The support and maintenance of Euphenia was worth $1.50 per week,
65 while she lived with Ashahel; and the support and maintenanance of John, the idiot, $1.00 per week. After Ashahel Gibbs got ready to start from New York to Illinois, he told me that he should have the avails of the farm he had sold, to invest in land in Illinois, and that it must be kept for that purpose. He also had a span of horses, wagon, harness, and yearling colt.

66 Ashahel told me that he had some dry goods that he had taken of Orlando Westcott for some of his own property, and that all the balance of the property he took to Illinois was the proceeds of the property of the estate of John Gibbs, Senior.

Cross Examination.—The farm of John Gibbs, Senior, consisted of about 100 acres, at the time of his death.

71 It was worth $900 at the time I left New York, in 1854, Ashahel did not keep it in as good condition as it was when his father died.

HENRY R. GIBBS testified: I reside in Henry county, Illinois. 24 years old. Know the the parties to this bill, and also John Gibbs, the idiot, and have for 15 years.

72 I knew Ashahel, in his lifetime. I heard Ashahel say that he would like about 40 acres of land, and spoke of a 40 we were riding by, which belonged to my father. I told father what he said, and father and I and Ashahel met one day, and father told him he would let him have the 40 at what it cost him, and gave him the cost. Ashahel replied that he (father) could not afford to do that. Father told him he didn't care, because he considered it a home for John, (the idiot.) The cost

was some $3 per acre. Ashahel said that was cheap enough. Father went away and left Ashahel and me together. Ashahel said to me that he felt better, as the money belonged to John Gibbs, Jr., and he felt anxious to secure a home for John before the money was used up, because he was living on John's money then. I asked him if he did not own the house and lot. He said yes, but it took more than the proceeds of the amount of that to bring them out to Illinois. This house and lot was near the old homestead. Ashahel had, at the time of his death; two cows, two calves, two horses, a light wagon, a set of double harness, one or two pigs, and a small quantity of household furniture; some crops, also. I think he had nothing in his own right. All the property named was the proceeds of the estate property. Ashahel Gibbs told me so in August or September of the year he came to Illinois.

I was present when Russell and Ashahel had a conversation about the deed to the 40 acres. Russell told Ashahel that he would give him an order to Brown to make the deed and did so, but Ashahel didn't get the deed.

I afterwards heard another conversation. They talked about having the land in a different shape from a square for the purpose of getting a building place for Ashahel. Russell told Ashahel that the other man said that it had spoiled it for him, and said he (Russell) would go to Brown and get a deed for the whole quarter, and then deed 40 acres in square to Ashahel. Ashahel told him to do so.

I was present at a subsequent conversation, when Ashahel asked Russell if he was ready to give him a deed. Russell said he would give him a deed then if Ashahel would give bond for John's maintenance. Ashahel said that he guessed he could support him without bonds. Russell said to Ashahel, I don't dispute but what you can, but your wife says if you died, (and she thinks you will,) she will throw John on the county.

Ashahel and father traded colts. Father gave Ashahel

$100 to boot. Ashahel told me that his colt was foaled by
79 a mare belonging to the estate. The 40 was worth $10 per acre when father sold it.

COMPLAINANT'S DEPOSITIONS.

108 JOHN C. SPAULDING testified: I am 41 years of age. Reside in Essex county, New York. Am a farmer. Know the parties to this suit. Knew John Gibbs, Sen., in his life-time, and knew the farm upon which he lived in his lifetime.
109 It was worth $700 at the time of his death. It decreased in value a $100 in the course of the next ten years. The rent of it would be worth $60 a year from 1847 to 1857.

I knew Euphenia Gibbs. Have seen her at Stephen Burpee's, and also at Ashahel Gibb's.

I knew Ashahel Gibbs from 1847 to 1857. He lived within 20 rods of the homestead until after his father died, then moved to the homestead and remained there until after he went to Illinois.

Euphenia did not enjoy good health, a good deal of the time she lived with Ashahel. It was worth $2.00 a week to board and take care of her when she was well, and $3.00 when
111 she was sick. I knew John, the idiot. He lived with Ashahel. He was not neat in his habits, and not capable of taking care of himself. It was worth three dollars per week to board and take care of him. His clothes would be worth $15 yearly. Ashahel had about two hundred dollars worth of property when his father died, and between $200 and $250 belonging in his own right when he moved to Illinois. I know that Ashahel paid Dr. Atwell $20 to $28 for medical attendance, and $15 to Mr. Southworth for Euphenia Gibbs.

113 *Cross-Exanined.*—Can't tell when Euphenia commenced to live with Eshahel, but think 'twas before 1853. She
114 was sick both before and after 1853. I have estimated her

board by the usual price of board. Don't know how long she was sick or well.

115 $15 to $19 per year was about the cost of John's clothing. He wore in the summer pants and shirt, and in the winter coat and vest. Didn't often wear hat or boots. He had good, plain food, but no tea or coffee, butter or cheese. He was not decent to sit at the ordinary table. I estimate the price of his board at $2, the price of ordinary board, and $1 in addition for taking care of him.

I knew Ashahel Gibbs intimately. He had some $700 when he left for Illinois.

BETSEY SPAULDING. I knew Euphenia Gibbs. She lived with Ashahel Gibbs from 1853 till she died. She was sick
117 most of the time; not confined to her bed, though, but was disorderly and troublesome. I knew John, the idiot. He
118 was disorderly, troublesome and filthy. Worth $2.50 a week to take care of and board him—clothing $15 per year.

Cross-Examined.—Euphenia was unable to help herself for 2
119 months before her death. John used as much food as anybody, but no butter, cheese, &c.

120 CHANCEY LEE testified: I knew John Gibbs, Senior, and his farm. 'Twas worth at his death, $800, and when Ashahel moved to Illinois, $600 to $650.

About $59 per year would be a reasonable rent for it.

'Twas worth $2.00 per week to board and take care of John Gibbs, Jr.

121 *Cross-Examined.*—I know there was horses, sheep, farming utensils, &c., left by John Gibbs, Senior. Don't know their value.

122 ROWLAND NICHOLS testified: I am 60 years old, and a farmer residing in Essex Co., N. Y. I knew John Gibbs,

Sr., and his farm. 'Twas a hard, stony farm, worth from $650 to $700. A reasonable rent would be $50.

I knew Ashahel Gibbs. He must have been worth, independent of the trust estate, $200 when he left New York.

He maintained his idiot brother, John, from 1847 to 1857.
John was troublesome and incapable of taking care of him-
123 self, and it was worth $3.00 per week to take care of him.

Cross-Examined.—The homestead farm was 80 or 90 acres. It was worth as much when Ashahel sold as when the old man died. John Gibbs, Sen., when he died, left horses, cattle, and other personal property. Don't know the value. Ashahel
124 had in his possession when he left New York, a span of horses, a double wagon and harness, a two year old colt, and seven hundred dollars in money. Six hundred of it was the proceeds of the sale of the Gibb's farm.

Alonzo Wescott testified: 41 years of age; a farmer, and live in Essex county, New York. I knew Ashahel Gibbs.
125 He sold his house and lot to me for $125. He owned a double wagon and harness, independent of the trust estate

128 Alanson Wilder testified: 58 years old. Live in Essex county, New York. Knew John Gibbs, the idiot. Would not have him in my family at any price.

129 Julius A. Woodruff testified: 56 years old. Live in Essex county, New York. Knew the John Gibbs farm; was worth $800 at his death. $65 would be a fair rent for it. It was worth $600 when Ashahel left for Illinois. Have seen Euphenia and John Gibbs when they were at Ashahel's. Understood that he took care of them. Worth $2.00 a week
130 take care of Euphenia—$3.00 a week would board, clothe and take care of John.

131 George Stevens testified: Am 77 years old, and a farmer, and live in Essex county, New York. Knew the

Gibb's farm. Worth about $600. $60 a year rent would be fair rent.

DEFENDANT'S DEPOSITIONS.

137 ADAM DILLER. Am 51 years old; a farmer, and live in Henry county, Illinois. I knew John Gibbs, the idiot. He use to carry wood, fetch water and do the chores. Taking this into consideration, I should think it worth about $3 per month to take care of him. He had but very little clothing.

Cross-Examined.—I frequently visited where he lived. His
138 maintenance, beside his services, was worth $4 a month.

JOHN DEERING testified: 29 years old, and reside in Henry
139 county, Illinois. Knew John Gibbs, &c. Worth about a dollar a week to support and clothe him.

GEORGE C. WOODRUFF testified: 54 years old—clergyman. Reside in Henry county, Illinois. Was born in Essex county, New York. My father's farm joined the Gibbs farm then.

140 Father sold his for $1,200 in 1845. I think the Gibbs farm was worth as much as his.

141 I have known John Gibbs, Jr., since he was born. The actual cost per week for maintaining him, from '47 to this time, would be about $1 a week. I would not keep him for the board of five men.

144 WILL OF JOHN GIBBS.

That my executor, (Russell Gibbs,) pay all my just debts and funeral expenses.

I bequeath to my daughter Louisa and Lucinda, each six sheep, and to Louisa a cow, and a setting out to make her equal to the other daughters.

145 All the rest reserve, &c., to my wife, Euphenia, and my son, Ashahel, "and to the survivor of them and to their executors, administrators and assigns," during the life of Euphe-

nia, for the use, benefit and maintenance of herself and John Gibbs, Jr., and afterward to the surviver of them, and I empower said Euphenia and said Ashahel or the survivor of them, "if at any time the use, rents, issues and profits of the real and personal estate hereby devised shall be insufficient to support my said wife and said John, for the surviver of them to use and dispense of and convey said real and personal estate and apply the proceeds thereof to the support and maintenance of my said wife and son, or the survivor of them, and from and after the decease of my said wife and son, I give, devise and bequeath the rest, residue and remainder of all my real and personal estate to my heirs in general.

153 DECREE.

ELLIS BLACKWELL, MARIA E. BLACKWELL, ELIZA ANN GIBBS, LAURETTA C. GIBBS, AND ELLEN L. GIBBS, *vs.* RUSSELL GIBBS AND FRANK P. BROWN.	Chancery Bill to enforce conveyance of certain premises.
RUSSELL GIBBS *vs.* ELLIS BLACKWELL, and the other complainants above named.	Cross Bill.

By an order entered of Record, at the March Term of said Court, A. D. 1862, the above entitled causes were by agreement of the parties thereto, set down for hearing before the Hon. Ira O. Wilkinson, Judge of said Court, in vacation, with power to hear and determine the same and enter decrees therein in like manner as in term time. In pursuance whereof the said causes were heard before and tried by the said Judge, at Genesseo, in said county of Henry, on the 3d day of April, A. D. 1862.

George W. Shaw, appearing as counsel for the complainants in the original bill, and defendants in cross bill, and O. E. Page

appearing for Russell Gibbs, defendant, in original and complainant in cross bill. No counsel appearing for Frederick P. Brown, one of the defendants in the original bill, and the said

Judge hearing the said causes fully upon original and cross
143 bills, replications, exhibits and testimony, and the arguments of said counsel thereon, took time to consider thereof.

And now, on the twenty-third day of July, A. D. 1862, the said Judge, being sufficiently advised in the premises, doth find the Equity of said causes to be with the said complainants in original and defendants in cross bill, and that the heirs of Ashahel Gibbs, the complainants in the original in defendants cross bill, are entitled to a conveyance of the premises in the said bill described, as agreed to be conveyed to the said Ashahel Gibbs, and that complainant in cross bill is not entitled to relief.

154 It is therefore ordered, adjudged and decreed by said Court, that the defendant, Frederick P. Brown, convey to Maria E. Blackwell, Sarah E. Gibbs, Webster C. Gibbs, Lauretta C. Gibbs and Ellen L. Gibbs, the premises claimed in said original bill, that is to say: Forty acres of land out of the north-east corner of the south-west quarter of section thirty-three (33), in town seventeen(17) north, of range two (2), east of the fourth principal meridian, said tract to be ninety rods east and west and seventy rods north and south, by a good and and sufficient deed of conveyance, with a reservation in such deed of the right of dower in favor of Eliza Ann, widow of Ashahel Gibbs, to which the said Eliza Ann Gibbs would have been entitled at law if the said premises had been conveyed to the said Ashahel Gibbs before his decease. It is also decreed that the deed whereby the said Frederick P. Brown conveyed the south-west quarter of section thirty-three (33), in township No. seventeen north, of range two (2), east of the fourth principal meridian, be and the same is declared null and void in so far as the said tract of forty acres, above described, is concerned, and inefficient to convey the same, but it is further ordered, adjudged and decreed, that the said Russell Gibbs pay all the costs of the two

Russell Gibbs et al
vs
Ellis Blackwell
et al

} Error to Henry

Now comes the said Plaintiffs in error by Glover, Cook & Campbell their attys and for the Motion to Dismiss said Cause and suggest as follows:

That the first Cause alledged by said Defendant in Error Eliza Ann Gibbs is not sufficient because the said Rule VII does not apply to a writ of error operating as a Supersedeas - And in this Case the writ of Error was by order of this Court made May 13th A.D. 1863 to operate as a Supersedeas see No 210 April Term 1863

Second because the Errors were assigned upon the Abstract filed with and appended to the Record under the III Rule (54th)

The Second Cause assigned by said Eliza Ann Gibbs is not sufficient because:

If said Record was filed as alledged and no sci fa was issued as alledged

Then under the 4 V I (56th) Rule the said Defendant in Error may insist upon a hearing at this Term

The Third cause assigned is not sufficient because:

The said Plaintiff in Error did file with said Record Written Abstract & Brief as required by the X Rule

And because if the said Abstract had not been filed under said 10th Rule the said Defendant in Error was Authorized under by the 11th Rule to file said Abstract at the Cost of Plaintiff in Error

And generally the Causes above assigned are not sufficient to demand an

Absolute dismissal upon, although such order might be within the discretion of the Court

The Court would undoubtedly allow the said Deft in Error to enter her Appearance & take a rule that Cause be dismissed unless the Errors be assigned upon the Record itself within a reasonable time (And said Plaintiff in Error is now ready & asks leave to so assign the same)

The said Errors Assignment of errors having been already filed with the said Record upon the said Writ of Error Abstract & brief —

Campbell
for Plaintiff in Error

26

Gibbs

v

Blackwell

Suggestions against Resolution to dismiss

State of Illinois } Henry County Circuit Court
Henry County } October Term 1863

Pleas before the Honorable Charles B Lawrence
his judge of the Circuit court in the 10th Judicial District in the
State of Illinois at a regular term of the Circuit Court of
Henry County in the 10th Judicial District in said State
begun and holden at the Court House in Cambridge in
said County of Henry on the 12th day of October in the
year of our Lord one thousand eight hundred and sixty three
it being the second Monday in said month in Chancery sitting

Present Honorable Charles B Lawrence judge
Amos Gould clerk
John B Magni Sheriff
Kerwin Bigelow States atty

And afterwards to wit and on the 13th day of October
1863 it being one of the days of the term of the court aforesaid
the following proceeding were had and entered of record
in the following entitled causes to wit

Ellis Blackwell
Maria E Blackwell
Eliza Ann Gibbs dec
Russell Gibbs &
Frederick P Brown
Orginal Statute Bill

Chancery cause wherein Decrees
were rendered during the Summer
Vacation of 1863 and filed
Oct 15th of same year

Russell Gibbs
vs
Ellis Blackwell
Maria E Blackwell
Eliza Ann Gibbs dec

Motion to Amend Record

At the said term came George
W Shaw solicitor of complainants in the first of the above

causes and of the defendants in the second of the said causes and moved the court that the record of both of the said causes (which were heard together) should be so amended as to show that at the hearing of the said causes the Answer of Frederick P Brown one of the defendants in the first of the above named causes was read as evidence in both of the said causes by the mutual consent and agreement of the parties to the said causes

and are in such manner as to show that at the said hearing by the mutual consent and agreement of parties as aforesaid all the depositions which appear in the several depositions to have been made to interrogatories and answers were waived and abandoned and the said depositions and every part of them presented to the court as evidence in said causes without objection thereto

And O E Page Solicitor of Russell Gibbs one of the defendants in the first of the above causes and complainant in the second of said causes came and said that he knew of no cause why the said motion should not be granted It is therefore ordered that the record be and the same is hereby amended in accordance with the said motion

C B Lawrence
Judge 10th Judicial Circuit

State of Illinois
Henry County } ss I Amos Gould clerk of the circuit court in and for the county aforesaid do hereby certify the foregoing to be a true full and complete copy of the record of proceedings had in the foregoing causes at the said term of this court as appears of record in my office Witness my hand and seal of said court at Cambridge in said county this 15th day of March AD 1865

Amos Gould clk
by W L Dalrymple dep

26

Gilbert

vs

Gilbert

and

Russell Cobb

vs

Blanchard

&

Henry

Amended Record

Filed Apl 5. 1865—

L Leland Clk

Re-filed Apl. 7. 1865.

L. Leland

Clk.

State of Illinois
Third Grand Division

Supreme Court.
April Term A.D. 1864.

Russell Gibbs & Frederick P Brown
Plaintiffs in Error

vs

Elias Blackwell & [illegible] Jackson
his wife. Elvira Ann Gibbs
Sarah L Gibbs. Webster C Gibbs
Lauretta C Gibbs Ellen L Gibbs
Defendants in Error

Error to Henry.

Motion by
Elvira Ann Gibbs
to dismiss cause

And now comes the
said Elvira Ann Gibbs one of the defendants in the
above cause by Geo M Shaw her attorney and
moves this Hon. Court that the said cause be
dismissed, and for cause of said motion
shows

1st That the Plaintiffs in error have assigned
no errors in the said cause as required by
rule [illegible] of this Court.

2d that although the record in said cause was filed
April 23d 1863. no [illegible] has
been issued in said cause.

3d that the rules in relation to the furnishing and
filing of abstracts and briefs are not complied
with there being no printed abstracts or
briefs on file and no deposit having been made
with the clerk of money to pay the expense of printing
the same

Geo M Shaw
Att'y for Def. in Error.

26

Motion to Dismiss

Filed Apr 22. 1864

L Leland clk

Russell Gibbs et al
vs
Ellis Blackwell et al } Error to Henry

62

State of Illinois
Rock Island County } ss

I, O. Caulfield being first duly sworn States on oath that he deposited with the Clerk of the Supreme Court for the 4th Third Grand Division of said State a Written Abstract Points in said Cause together with an assignment of Errors therein at the same time that the Record was filed herein & requested that the same be filed by said Clerk & that the only mark of filing that now appears is upon said Affidavit & further states that said Clerk informed that all of the bundle of papers handed to him by affiant at said time were attached together & therefore only placed one mark of filing thereon

Affiant further states that said papers have all been kept together by the Clerk of said Court in the appropriate files for said Cause

Jane Thrasher

Subscribed & Sworn to before me this 22 day of April 1911

Geo C Campbell

Deputy Clerk
J. B. Rice Deputy

Affidavit
Blackwell
Kibbs
26

Russell Lobbs
et al Pltffs in Error
vs
Ellis Blackwell
et al

Error to Hemp

26.

In this Case motion was entered April 5th for leave to file additional Record.

April 6th the Defendants in Error, joined in Error upon the old Record

And we suggest that by so joining in Error the motion is waived & should not now be allowed

Glover Cook & Campbell
for Pltffs in Error

26 Gebbs et al
vs
Blackwell
et al

Suggestions
upon Motion
to file Additional
Record

Contra

June Apl 6. 1865
J. Selman Clk

State of Illinois
Third Grand Division } Ss

Supreme Court
April Term A.D. 1865

Russell Gibbs & Frederick P Brown
Plaintiffs in Error.

vs

Ellis Blackwell & Maria E Blackwell his wife Eliza Ann Gibbs Sarah E Gibbs Malvin C Gibbs Lannetta C Gibbs & Ellen L Gibbs.
Defendants in Error.

Error to Henry.

And now come the defendants in Error in said cause and show to this Hon Court that after the proceedings of the Circuit Court of the County of Henry & State of Illinois of which a transcript has been filed by the plaintiffs in error, contain other proceedings, amendatory of the record of said Circuit Court, even had in the said Circuit Court, of which a copy duly certified is hereunto appended and which the defendants in Error pray may be considered by this Honorable Court as a portion of the proceedings in this cause in the Court below and allowed to be filed here with the transcript now on file.

Geo. N Shaw
Att'y for Defts in Error.

26
Russell Gibbs
& Frederick P Brown
as
Ellis Blackwell et al

Error to Henry.

Motion for leave to file
transcript of Amendments.

Filed Apl 4. 1865
S Sloane Clk

1

State of Illinois } Henry County Circuit Court
Henry County } April Special Term AD 1860

Before the Honorable John McHenry Judge of the 6th Judicial Circuit; At a Special Term of the Circuit Court begun and holden at the Court House in Cambridge in said County on Monday the Seventh day of April in the year of our Lord one thousand eight hundred and sixty, being the third monday of said month in Chancery sitting

Present Hon. John McHenry Judge
Thomas Wiley Jr Clerk
Purnel McSwiff Sheriff

Know ye that on the 26th day of November AD 1857 came Ellis Blackwell etal by their Solicitor G H Shaw and filed their Bill of complaint in said court in the words and figures following to wit

State of Illinois } Circuit Court
County } March Term AD 1860

To the Hon John W Drury Judge of said court in Chancery sitting humbly complaining sheweth unto your Honor your Orators Eliza Ann Gibbs Ellis Blackwell and Maria E Blackwell his wife Sarah E Gibbs an infant of the age of about fifteen years Webster C Gibbs an infant of the age of about twelve years Laurella C Gibbs an infant of the age of about nine years and Ellen L Gibbs an infant of the age of about seven years which said infants sue by the said Ellis Blackwell their Guardian (all of said Complainants being residents of the County of Henry state of Illinois) that the said Sarah E Blackwell Sarah E Gibbs Webster C Gibbs

Lauretta E Gibbs and Ellen L Gibbs are the Children of one Asahel Gibbs formerly of the said county & State but now deceased who died about the Seventeenth day of July AD Eighteen Hundred & fifty nine leaving the said Eliza Ann Gibbs his widow and the said children and that there are no other children than those made parties complainant in this suit and no descendants of deceased children and furthermore that the said Asahel Gibbs died intestate

Your orators further show that on or about the twenty second day of August AD Eighteen Hundred and fifty five one Frederick P Brown of the said county of Henry & State of Illinois & whom your orators pray may be made party defendant made a certain [illegible] with his seal whereby for certain considerations therein expressed he undertook & agreed to convey to one Russell Gibbs whom your orators pray may be made party defendant in this bill certain premises therein described to wit, The South West quarter of Section Thirty three (33) in Township Seventeen (17) North of Range Two (2) East of the fourth principal Meridian situated in the said county of Henry and state of Illinois and containing one hundred and sixty acres of land more or less which said bond now to the best of your orators belief in the possession and [illegible] of the said Russell Gibbs and your orators pray that [illegible] rule of this Hon Court compelled to produce the same or show cause why secondary evidence of the contents thereof should not be introduced at the hearing of this cause for the inspection of this Hon court and of your orators who are at present unable to state its tenor and import accurately

And your orators further aver that afterwards and somewhere about the twentieth day of September AD Eighteen Hundred & fifty seven the said Asahel Gibbs and the said Russell Gibbs who was his brother came to an agreement whereby the said

Asahel Gibbs undertook to pay to the said Frederick P Brown the sum of One hundred & Sixty nine dollars and the said Russell Gibbs in consideration of the diminution of the amount due to the said Brown from himself by such payment agreed to cause the said Brown to make execute & deliver to the said Asahel Gibbs a deed such as was by the said Bond stipulated for a portion of the premises in the said Bond described which said portion is described as follows to wit Forty (40a) acres of land out of the North East & the South West quarter of Section thirty three (33) in Town seventeen (17) N of R Two (2) East of 4th P M to be ninety rods (90 rds) East & West and seventy (70 rds) North & South

In pursuance of which agreement the said Asahel Gibbs proceeded shortly thereafter to make the said payment to the said Brown whereupon the said Russell Gibbs gave to the said Asahel Gibbs a written order addressed to the said Brown whereby he the said Russel Gibbs authorized and empowered the said Brown to make to the said Asahel Gibbs a deed of the premises last above And the said Brown upon presentation of the said written order by the said Asahel Gibbs consented and agreed (but no promise) to comply with the terms of the said order and afterwards in pursuance pursuing and prepared signed & acknowledged a deed of Special warranty with the usual covenants and with relinquishment of dower by Harriet N Brown his wife but never delivered the said deed to the said Asahel Gibbs nor to any person in his behalf but retained the same as an escrow

And your orator further avers that the said Asahel Gibbs in pursuance of said agreement proceeded to take possession of said premises and erect a dwelling house and divers other improvements

and to fence and break about twenty acres of the said land
And your orator further over that afterwards and about the
fourteenth day of January A.D. Eighteen hundred and fifty nine
the said Russell Gibbs represented to the said Frederick P Brown
that the said Asahel Gibbs was not desirous of having a piece
of land of the shape of the parcel last described to wit ninety
rods in length and seventy rods in breadth but preferred a square
parcel of forty acres and that it would be better for the interest of
all parties that the said Brown should convey the whole quarter section
to him the said Russell Gibbs in the manner originally stipulated
in the said Bond upon which he the said Russell Gibbs would
make a deed of forty acres of the said quarter Section to Asahel Gibbs
And the said Brown (acting as your orator believe in good faith)
was induced to execute and did actually execute a deed of
the whole of South West quarter of said section thirty three (33) (but
not as your orators believe according to the exact tenor of his
bond inasmuch as the deed was a quit claim deed and the
said bond contemplated as your orators believe a deed of warranty)
to the said Russell Gibbs a copy of which deed is hereunto
annexed marked Exhibit A and made a part of this
bill your orator charge that the said deed is now in pos-
session of said Russell Gibbs & pray that the said Russell Gibbs
be commanded to produce the said deed or show cause why
the contents of the same should not be proven by secondary
evidence

But the said Russell Gibbs confirming and fraudulently
intending to defraud & dessize the said Asahel Gibbs did
not convey the said forty acres of land nor any part thereof
to the said Asahel Gibbs nor to your orators his heirs but
refused to execute any conveyance to the said Asahel

5

Gibbs and has hitherto wholly denied that the heirs of the said Asahel Gibbs have any right title or interest in the said premises and the said Russell Gibbs sometimes alleges and pretends that the said Asahel Gibbs was at the time of the execution of the deed from the said Brown to him the said Russell Gibbs indebted to him the said Russell Gibbs as executor of the will & testament of one John Gibbs their father who died about eleven years ago in the State of New York leaving certain real estate and money and personal property to one John Gibbs an insane person of whom the said Asahel Gibbs was guardian in the State of New York and that the said Asahel Gibbs received from the said Russell Gibbs executor certain sums of money to be applied in the care and custody of the said insane person for which sums the said Asahel Gibbs is accused by the said Russell Gibbs of not having accounted to the said Russell Gibbs Whereas your Orators charge that the contrary is the truth and that the said Asahel Gibbs was not then nor has he since been indebted to the said Russell Gibbs in any capacity and they further charge that the said Asahel Gibbs did care for and safely keep the said insane person his brother for the space of eleven years and that your Orator Eliza Ann Gibbs widow of the said Asahel Gibbs has since the death of the said Asahel Gibbs kept and cared for him all which has involved and expense greater than any and all sums of money ever received by the said Asahel Gibbs in any capacity for the benefit of the said insane person, And your Orators now fear that said Russell Gibbs may sell the said 40 acres of land to some innocent purchaser without notice of the rights of your orators in this behalf or that he may also mortgage lease or incumber the same, All which acts doings and pretences of the said Russell Gibbs are contrary to equity and good conscience

6

and tend to the manifest wrong injury & oppression of your orators in the premises,

In consideration whereof and for as much as your orators are entirely remediless in the premises according to the strict rules of the common law and can only have relief in a Court of Equity where matters of this kind are properly cognizable and relievable. And to the end that the said defendants may if they can show why your orators should not have the relief hereby prayed and may the said Frederick P Brown upon his, or [illegible] oath and the said Russel Gibbs without oath his oath being hereby expressly waived full true direct and perfect answer make to all and singular the matters stated and charged as fully and particularly in every respect as if the same were here again repeated and they thereunto particularly interrogated and that not only as to the best of their knowledge and remembrance but also as to the best of their several & respective information hearsay & belief and more especially that they may answer the several interrogatories hereinafter set forth as by the note hereunder written they are respectively required

1st [illegible] the said Frederick P Brown at the time stated in this Bill or at any other time received of the said Russell Gibbs a Bond or any other instrument of writing whereby he the said Brown agreed to convey to the said Russell Gibbs the premises described in this bill and if so what were the conditions & stipulations undertakings & terms of the said instrument And what was the character of the Deed which it contemplates as due to the said Russell Gibbs upon the fulfilment of the conditions therein set forth

2nd Whether the said Russell Gibbs executed and caused to be

7 delivered to the said Brown a written order or request that he the said Brown should make a deed of a portion of the premises in said bond described to Asahel Gibbs and if so what portion and when & where & for what purpose and for what consideration

3rd Whether the said Brown on or about the thirteenth day of January A.D. Eighteen hundred & fifty nine or at any other time executed a deed of the South West quarter of Sec 33 in T 17 N of R 2 E 4th P.M. to Russell Gibbs and if so on what consideration and by virtue of what representation (if any) from Russell Gibbs ?

4th Whether the said Frederick P Brown agreed to convey the 40 a of said S½ Sec above described to the said Asahel Gibbs and actually made any deed of said premises and retained the same as an escrow

Note Said F P Brown & Russell Gibbs will answer interrogatories No 1. 2 & 3 and said F. P. Brown No. 4

And that the said Russell Gibbs may come to a full account with your orators and be ordered to produce all documents relating to the subject matter of this suit, and also execute to your orators a deed of Special Warranty against all claiming under himself of the forty acres by him ordered to be conveyed to the said Asahel Gibbs on the deed from the said F. P. Brown to said Russell Gibbs of the S½ of Sec (33) aforesaid may be declared void in so far as it concerns the forty acres by Russell Gibbs ordered to be conveyed to the said Asahel Gibbs and that the said Frederick P Brown may produce all documents & make discovery of all facts within his knowledge and execute to your orators a deed of warranty of the forty acres aforesaid with the usual

Covenants &c and relinquishment of dower on the part of his wife and that your orators may have such other and further relief as as the nature of their case shall require and to your honor shall seem meet May it please your Honor to grant to your orators the most gracious writ of Summons addressed to the said Frederick P Brown & Russell Gibbs commanding &c and furthermore & inasmuch as your orators fear that the said Russell Gibbs may sell have alien mortgage or in some manner incumber the said forty acres of land above described May it please your Honor to grant to your orator the most gracious writ of Injunction addressed to the said Russell Gibbs and restraining him from selling leasing alienating mortgaging or in any way incumbering the said premises until this cause shall have been heard or further order made. And your Orators will ever pray &c

Geo W Shaw
Solicitor of Complts

State of Illinois
Henry County } ss This day appeared before me J. D. Heinman Master in Chancery of the Circuit Court &c for the County of Henry & State of Illinois Ellis Blackwell one of the complainants in the above bill and being duly sworn deposed and said that the allegations of the said Bill are true in substance and in fact and further said deponent saith not Dated this 26th day of November A.D. Eighteen Hundred and fifty nine

Ellis Blackwell

Sworn to and subscribed before me this 26th day of Nov 1859

State of Illinois } Circuit Court
Henry County } ss March Term A.D. 1860

9

The Clerk of the said Court will upon bond being filed by Eelis Blackwell & Eleza Ann Gibbs in a penalty of five hundred dollars with Harvey Van Order as surety conditioned for the payment to Russell Gibbs of all damages which he may sustain from the unjust issue of the writ issue and injunction in accordance with the prayer of the above bill enjoining & restraining the said Russell Gibbs from the sale leasing alienating mortgaging or in any way incumbering the premises in said bill claimed by complainants, Witness my hand this 26th day of November 1859

J. D. Hemmin
Master in Chancery

Exhibit "A"

This Indenture made this thirteenth day of January in the year of our Lord one thousand eight hundred and fifty nine Between Frederick P Brown and Harriet N his wife of Henry county and State of Illinois of the first part and Russell Gibbs of same county and place of the second part Witnesseth that the said part of the first part for and in consideration of the sum of Four Hundred dollars in hand paid by the said party of the second part (the receipt whereof is hereby acknowledged) and the said party of the second part forever released and discharged thereform has remised released sold conveyed and quit claimed and by these presents does remise release sell convey and quit claim unto the said party of the second part heirs and assigns forever all the right title interest claim and demand which the said party of the first part has in and to the following described lot piece or parcel of land to wit

The South West quarter of Section thirty three (33) in Township seventeen (17) North and range two (2) East of the fourth principle meridian in Henry county and State of

Illinois containing one hundred and sixty acres of land more or less To have and to hold the same together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining and all the estate right title interest and claim whatever the said party of the first part either in law or equity to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever

In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Frederick P Brown {L.S.}

Harriet N Brown {L.S.}

State of Illinois }
Henry County } ss I J. M. Hosford Notary Public in and for said county in the state aforesaid hereby certify that Frederick P Brown and Harriet N Brown who are personally known to me as the same persons whose names are subscribed to the foregoing deed appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth

And the said Harriet N Brown wife of the said Frederick P Brown having been by me examined separate and apart and out of the hearing of her husband and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her acknowledged that she had freely and voluntarily executed the same and relinquished her dower and all other rights title and interest in and to the lands and tenements therein mentioned without compulsion of her said husband and that she does not wish to retract the same Given under my hand and Notarial Seal this 15 day of January AD 1859

J M Hosford Notary Public

Cred afterwards to wit on the day and year aforesaid to wit on the 26th day of November AD 1859 the said complainants filed their Bond in Injunction which said bond is in words and figures following to-wit

State of Illinois } ss. Circuit Court
Henry County } March Term AD 1860

Know all men by these presents that we Ellis Blackwell Eliza Ann Gibbs and Harvey VanOrder of the county of Henry & State of Illinois are held and firmly bound unto Russell Gibbs of the same county & State in the penal sum of four hundred dollars for the payment of which well & truly to be made we justly severally & severally bind ourselves our heirs executors administrators and assigns

The condition of this obligation is such that whereas the said Eliza Ann Gibbs and Ellis Blackwell together with Maria E Blackwell and Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen D Gibbs minor heirs of Israel Gibbs deceased have filed their bill in the said Circuit Court of the county of Henry & State of Illinois on the Chancery side thereof praying among other things the issue of a writ of Injunction restraining the Russell Gibbs from the sale alienation leasing mortgaging or in any wise encumbering certain premises in the said bill described now if the said Ellis Blackwell Eliza Ann Gibbs and the other complainants in said bill shall well & truly pay or cause to be paid to the said Russell Gibbs his heirs executors administrators or assigns all such sums as shall be awarded as damages for the unjust illegal or improper issue of the said writ of Injunction then this obligation shall be null & void but otherwise of full force

and effect In testimony whereof we have hereunto affixed our hands & Seals on this 26th day of November A.D. Eighteen Hundred & fifty nine

Ellis Blackwell (Seal)
Eliza A Gibbs (Seal)
Harvey VanOrder (Seal)

On the filing of which bond a writ of Injunction issued out of the clerks office of said court in words and figures following to wit

State of Illinois } ss
Henry County }

Circuit Court
March Term 1860

The People of the State of Illinois to Russell Gibbs of the County of Henry in said state Greeting

Whereas Ellis Blackwell Maria E Blackwell his wife Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurella C Gibbs & Ellen L Gibbs have filed their bill of complaint in our circuit court in & for said county on the chancery side thereof touching certain grievances and causes of complaint therein against you alleged & set forth wherein they pray a writ of Injunction restraining you from certain acts & things therein described & stated and have obtained an order for a writ of Injunction from our master in Chancery of said court and filed their bond in accordance with terms of said order Now therefore we do by these presents strictly enjoin and restrain you from selling leasing mortgaging or in any manner alienating or encumbering the following described premises viz

A tract of land out of the North East corner of the South West quarter of Section Thirty three (33) in Township Seventeen (17) North of range two (2) East of the fourth principal meridian

(90) Ninety rods in length east and west and Seventy (70) rods in width north & south containing about forty acres or any portion of the same under the pains and penalties by law in cases of disobedience prescribed The Sheriff of our said county of Henry will make due service of this writ and return the same to the March Term of said court A D 1860 as in cases of other process Witness Thomas Wiley Jr clerk of said court and the seal thereof on this twenty sixth day of November A D Eighteen Hundred & fifty nine

T. Wiley Jr
Clerk

Which said writ was returned with the following endorsement

"I have served the within writ by delivering a true copy of the same to the within named Russell Gibbs on this (16th) Sixteenth day of December A D 1859 And I at the same time exhibited to him this original writ and displayed to him the seal of this Hon court

P H Swift Sheriff Henry co Ills
By Geo A Brown Dep

And afterwards to wit at the day and year aforesaid to wit on the 26th day of Nov 1859 A summons was issued out of the clerks office of said court in words and figures following to wit

State of Illinois
Henry County } ss The People of the State of Illinois

To the Sheriff of Henry county Greeting: We command you to summon Russell Gibbs and Frederick P Brown if to be found in your county personally to be and appear before the circuit court of said county on the first day of the next term thereof to be holden at the court

House in Cambridge on the 1st Monday in the Month of March next to answer to a bill of complaint filed in our said circuit court on the chancery side thereof against them by Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster & Gibbs Laurella & Gibbs Ellen L Gibbs and have you then and there this writ and make return thereon in what manner you execute the same Witness J Riley Jr Clerk of our said circuit court and the seal thereof at Cambridge this 26 day of Nober in the year of our Lord one thousand eight hundred and fifty nine

Seal

J Riley Jr Clerk

Which Summons was afterwards duly returned by the Sheriff endorsed as follows,

I have served the within Summons by delivering a copy of the same to the within named Russell Gibbs this 16th day of December AD 1859

P McDuff Sheriff of Henry county

By Geo A Brown Deputy Sheriff

And afterwards to wit at the April Special Term of said court AD 1860 and on the 24th day of April AD 1860 the following proceedings were had in said cause to wit

Ellis Blackwell etal
vs
Russell Gibbs etal
} Injunction

And now at this day came the said complainants by Shaw their solicitor and the defendants by Page their solicitor and this cause being called for the hearing of motions &c And on motion it is ordered by the court that this cause be continued with leave to defendants to answer said complainants Bill by the first of September next

15 And also leave to complainant to take the deposition of Frederick P Brown one of the defendants herein

And now at this day to wit on the 16th day of April 1860 comes Frederick P Brown and files his answer to the said complainants Bill, in words and figures following to wit

State of Illinois } ss
Henry County }

Circuit Court
March Term 1860

Ellis Blackwell
Maria E Blackwell
Eliza Ann Gibbs et al
vs
Russell Gibbs &
Frederick P Brown

In Chancery Separate Answer of Frederick P Brown

The Separate answer of Frederick P Brown to the bill of Compt of Ellis Blackwell et al this Defendant reserving to himself all right of exception to the said bill of complaint for answer thereto saith that it is true that he the said Frederick P Brown did execute a certain obligation whereby for certain considerations therein expressed he agreed to convey to the said Russell Gibbs & defendant in this suit certain premises therein described to wit the South West quarter of Section thirty three (33) in Township Seventeen (17) North of Range Two (2) East of the fourth (4th) principal meridian situated in the county of Henry and state of Illinois and containing one hundred & sixty acres of land more or less which said obligation sealed with his seal he the said Frederick P Brown did deliver to the said Russell Gibbs the date of which obligation was as respondent believes about the

16 Twenty second day of August AD Eighteen Hundred & fifty five but as to the date and conditions and terms of said delegation respondent has not a perfectly clear and distinct recollection and for greater certainty craves leave to refer to the said obligation when the same shall be produced

Respondent further answering says that he has been informed and believes that an agreement was made between Russell Gibbs and Asahel Gibbs by the terms of which the said Asahel Gibbs was to pay to respondent a certain sum of money and receive in consideration thereof a deed to a portion of the premises described in said bond, Respondent further answering says that about the twentieth day of September AD Eighteen hundred & fifty seven the said Asahel Gibbs presented & delivered to respondent a written order signed by said Russell Gibbs whereby the said Russell Gibbs requested said respondent to make a deed of a portion of the above described premises namely for forty (40a) acres of the land out of the North East corner of the South West quarter of Section Thirty three (33) in Town Seventeen (17) North of Range two (2) East of fourth (4th) principal meridian said forty acres to be ninety (90) rods east & West and seventy rods (70) North and south upon receipt of which written order your respondent agreed to execute a deed of said last described premises to said Asahel Gibbs upon payment by said Asahel Gibbs to respondent of one hundred & sixty nine dollars, Respondent further answering says that he has lost the said written order and been unable to find the same although he has twice made diligent search therefor among his papers where if in existence he supposes said written order might be found

17 Respondent further answering says that the said Asahel Gibbs did shortly thereafter pay to said respondent the sum of one hundred & sixty nine dollars and that said respondent did thereupon make out and sign a certain deed as described in said bill of complaint (which said deed is hereunto annexed and marked Exchibit "B" to which said deed respondent refers the Hon Court for greater certainty and said respondent makes said deed a part of his answer) but did not deliver said deed to said Asahel Gibbs he not having made application for the same

Respondent further answering says that said Asahel Gibbs took possession of last described piece of land and erected a dwelling house and made other improvements thereon Respondent further says that more than a year thereafter the said Russell Gibbs represented to respondent that said Asahel Gibbs was not satisfied with the land in said written order & said deed described but desired a square piece of land forty acres in size and that inasmuch as no deed had as yet been delivered to the said Asahel Gibbs it would be as well to execute a deed of the whole quarter section to him the said Russell Gibbs and that he the said Russell Gibbs would make a deed of the said square piece of forty acres to the said Asahel Gibbs Whereupon respondent acting in good faith and not suspecting said representations to be fraudulent did execute a deed of the said quarter section to said Russell Gibbs of which deed respondent believes the instrument annexed to plaintiffs bill to be a correct copy but for greater certainty craves leave to refer to the original when the same shall be produced

Respondent further answering says that he does not

Knew any thing about the matters and things stated in the charging part of plaintiffs Bill but has heard various statements made by the parties to this Suit to which he has not given strict attention and the nature of which he cannot exactly state and further that said said respondent is willing to submit to any order of this Hon Court and to make any conveyances of the premises above described which may upon a hearing of this cause seem proper to be made all of which said defendant is ready to aver & prove & having fully answered said bill said defendant prays to be hence dismissed with his cost in this behalf sustained

State of Illinois
Henry County } ss This day appeared before me Frederick P Brown and being duly sworn deposed & said that the above answer is true in substance & in fact & further said deponent saith not

Frederick P Brown

Sworn to & subscribed before me W J Allen a justice of the Peace on this 5th day of March AD 1860

W J Allen J.P.

Exhibit "B"

This Indenture made this twenty second day of September in the year of our Lord one thousand eight hundred and fifty Seven Between Frederick P Brown & Harriet N his wife of the county of Henry and State of Illinois party of the first part and Isabel Gibbs of same county and state party of the second part Witnesseth that the said party of the first part for and in consideration of the sum of One hundred and sixty nine $169.00 dollars paid by the said party of the second part (the receipt of which is hereby acknowledged) does by these presents grant bargain and sell unto the said party of the second part

his heirs and assigns the following described tract or parcel of land situated in the County of Henry and State of Illinois hereinafter described as follows to wit Forty acres of land out of the North West corner of the South West quarter of Section Thirty three (33) in Township Seventeen (17) North of range two (2) East of the 4th P M to be ninety rods East & West and seventy rods north and south as agreed by Russell Gibbs & Isabel Gibbs Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining To have and to hold the said premises above described with the appurtenances unto the said party of the second part his heirs and assigns forever And the said party of the first part for themselves and their heirs executors and administrators does hereby covenant to and with the said party of the second part his heirs and assigns that they are well seized of the premises above conveyed as of a good and indefeasible estate in fee simple and has good right to sell and convey the same in manner and form as aforesaid that they are free from all incumbrances and that the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs or assigns against the claim of all persons claiming under them they will warrant and forever defend In testimony whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Frederick P Brown (Seal)

Harriet N Brown (Seal)

State of Illinois
Henry County } ss On this 29 day of Nov 1858 personally

appeared before me a Notary Public in and for said County Frederick P Brown & Harriet N Brown to me personally known to be the persons whose names are subscribed to the above deed as having executed the same and acknowledged that they had freely executed the same for the uses and purposes therein expressed And Harriet N Brown wife of the said F P Brown to me personally known to be the person whose name is subscribed to the same deed also appeared before me and was by me made acquainted with the contents of the same and examined separate and apart from her said husband whether she executed the said deed and relinquished her dower to the lands and tenements therein mentioned voluntarily freely and without any compulsion of her said husband and acknowledged that she had executed the same and relinquished her dower in the lands and tenements therein mentioned voluntarily and freely and without the compulsion of her said husband Given under my hand and seal the day and year aforesaid

Seal J M Kerford Notary Public

And afterwards to wit on the 31st day of Aug A D 1860 the defendant Russell Gibbs filed his answer to said complainants Bill what is in the words and figures following to wit

State of Illinois } In the Henry County Circuit Court
Henry County } Vacation after April Special Term A D 1860

The separate answer of Russell Gibbs one of the defendants to the Bill of complaint of Ellen Blackwell Maria E Blackwell Eliza Ann Gibbs Lauretta C Gibbs Sarah E Gibbs Webster C Gibbs and Ellen L Gibbs

Complainants

The respondent now and at all times hereafter saving to himself all and all manner of benefit or advantage of exception or otherwise that can or may be taken to the many errors and uncertainties and insufficiencies in the said Bill contained for answer thereto or to such thereof as the respondent is advised it is material or necessary for him to answer to answering saith that he admits the taking of a bond from the said Frederick P Brown on or about the 22d day of August AD 1833 for the conveyance to the respondent the South West quarter of Section thirty three (33) in Township Seventeen North of Range two East of the 4th PM as charged in said complainants Bill of complaint

And the Respondent in further answering says that he admits that he did on or about the twenty sixth day of September AD 1837 enter into an agreement with Asahel Gibbs late deceased a brother of the respondent whereby the said Asahel Gibbs was to pay to Frederick P Brown the sum of One hundred and sixty nine dollars or thereabouts upon which payment being made the respondent was to cause the said Frederick P Brown to make execute and deliver to the said Asahel Gibbs a deed for forty acres of land in the South West quarter of said section thirty three of the description set forth in said complainants Bill but the respondent avers and manifests that said agreement so made by the respondent with the said Asahel Gibbs deceased for the conveyance of said forty acres of land to him the said Asahel Gibbs deceased was made with him as a trustee and not in his own right that the said Asahel Gibbs at the time of making the agreement had in his possession

certain property and the proceeds of certain property devised to him in and by the last will and testament of John Gibbs deceased in trust for the use and benefit of one John Gibbs jr and idiotic son of him the said John Gibbs deceased and that the said One hundred and sixty nine dollars to be paid by said Asahel Gibbs deceased to said Brown for the said forty acres of land was to be paid and actually was paid out of monies in the hands of said trustee belonging to the trust estate so devised to him in trust for the uses and purposes aforesaid

And this respondent in further answering said bill of complaint avers and maintains that the said forty acres of land so agreed to be sold by this respondent to the said Asahel Gibbs deceased was at the time of the making of said agreement worth the full sum of twelve dollars per acre but this respondent agreed to sell the same to said Asahel Gibbs as trustee as aforesaid for the sum of four & 25/100 dollars per acre or thereabouts in consideration that the same was to be paid for out of monies held by him in trust as aforesaid

And this respondent in further answering says that he admits the making of the order to Asahel Gibbs deceased on said Frederick P Brown for a deed for the said forty acres of land and this respondent believes that said Frederick P Brown did make a deed accordingly to said order but retained the same in her possession And this respondent admits the making of the representations to said Frederick P Brown that said Asahel Gibbs deceased was desirous of changing the boundaries of said forty acres of land so as to take the land in a different form than that first agreed upon and this respondent further admits the

making and delivery of said deed by said Frederick P Brown to this respondent for the whole of the South West quarter of said section thirty three in the township and range as aforesaid And this respondent in further answering says that he denies all fraud in the procuring of said deed from said Frederick P Brown to this respondent or in not deeding the said forty acres of land to the said Asahel Gibbs or to his assignment his heirs but this respondent avers and maintains that the deed for the whole of said South West quarter of said section thirty three from said Frederick P Brown to this respondent was obtained by this respondent in accordance with an express agreement entered into between this respondent and the said Asahel Gibbs deceased after the making of said order on said Brown for a deed as aforesaid which agreement was that this respondent should take a deed for the whole of the South West quarter of said section and deed to the said Asahel Gibbs such a piece as he might desire so that it included forty acres of land

And this respondent in further answering says that he admits the making of the improvements on said premises as charged in said bill of complaint but this respondent avers and maintains that all of the improvements put upon said land by the said Asahel Gibbs deceased was paid for out of funds in the hands of said Gibbs belonging to the said estate aforesaid

And this respondent in further answering says that he denies ever having alleged or pretended that the said Asahel Gibbs was at the time of making said agreement or at any other time indebted to this respondent as executor of the last will and testament of the said John Gibbs deceased or in any other capacity whatever

or that the said Asahel Gibbs had received from this respondent as executor or otherwise any sum of money or other property or effects to be expended to the care custody and maintenance of the said John Gibbs jr the insane person named in said bill, And this respondent in further answering says that he admits that the said Asahel Gibbs in his life time and the said Eliza since the death of the said Asahel have had the care and custody and have safely kept the insane person for a long space of time to wit for the period of eleven years And this respondent avers and maintains that the said Asahel Gibbs was in duty bound to safely keep support and maintain the said John Gibbs jr the insane person by accepting the trust raised and created by the last will and testament of the said John Gibbs deceased and this respondent further avers and maintains that the rents profits proceeds and use of the property devised to and held by the said Asahel Gibbs deceased in manner aforesaid and in trust for the uses and purposes aforesaid were more than sufficient to pay all the expense for the care and trouble in the keeping supporting and maintaining the said John Gibbs jr that the provisions made in and by the last will and testament of John Gibbs deceased for the benefit of his idiotic son John Gibbs jr were more than sufficient for his support and maintenance through life

And this respondent admits that the parties complainant are all heirs at law of the said Asahel Gibbs deceased and that there are no other heirs other than those named in said bill as parties complainant And this respondent says that he is ready and willing to make execute and deliver a good and sufficient warranty deed to a suitable person as trustee for the conveyance to said trustee in trust for the uses and

benefits in the said last will and testament of the said John Gibbs deceased mentioned the said forty acres of land so agreed to be sold and conveyed by this respondent to the said Asahel Gibbs deceased as aforesaid.

All which matters and things this respondent is ready to aver prove and maintain as this Honorable court shall direct and prays to be hence dismissed with his costs and charges in his behalf most wrongfully sustained.

O E Page
Solicitor for Respondent

And afterwards to wit on the day and year last aforesaid comes the said Russell Gibbs as complainant and files his Cross Bill against the said complainants original Bill in words and figures following to wit

State of Illinois } In the Henry County Circuit court Va-
Henry County } cation after April Special Term A D 1860
To the John D Moore Judge of the Tenth Judicial
Circuit of the State of Illinois sitting in Chancery sitting

Humbly complaining show unto your Honor your Orator Russell Gibbs of the County of Henry and State of Illinois that on the 26th day of November in the year of our Lord one thousand eight hundred and fifty nine Eliza Ann Gibbs Ellis Blackwell Maria E Blackwell his wife Sarah E Gibbs Nelson C Gibbs Laurella C Gibbs and Ellen L Gibbs (whom your orator prays may be made parties defendant hereto) filed in the Circuit court of said County and on the Chancery side thereof their certain Bill of complaint against your orator therein charging. That on or about the 22d day of August A D 1853 One Frederick P Brown of said county made his certain Bond sealed with his seal whereby for certain considera

tion therein expressed he the said Brown undertook and agreed to convey to your orator the South West quarter of Section Thirty Three (33) in Township Seventeen (17) North of range two (2) East of the 4th P M situated in the said county of Henry and State of Illinois, And your orator further shows unto your Honor that said defendants further charge in their said Bill of complaint that on or about the 20th day of September AD One thousand eight hundred and fifty seven One Asahel Gibbs since deceased and your orator made an agreement whereby the said Asahel Gibbs deceased undertook to pay to the said Frederick P Brown the sum of one hundred and sixty nine dollars and that your orator in consideration of the said payment to said Brown agreed to cause the said Frederick P Brown to make execute and deliver to the said Asahel Gibbs since deceased a deed for a portion of the premises in said Bond described which said portion was to be forty acres of land out of the north east corner of the said South West quarter of said section to be ninety rods east and west and seventy rods North & South that in pursuance of said agreement the said Asahel Gibbs deceased proceeded shortly thereafter to make the said payment to said Brown that your orator thereupon gave an order to said Asahel Gibbs deceased on said Brown for a deed for said forty acres of land that said Brown in compliance of said order from your orator made and executed a deed for said forty acres of land but retained the same in escrow

The defendants further charge that said Asahel Gibbs deceased took possession of said premises erected a dwelling house and made other improvements on said premises and fenced and broke about twenty acres of said land

The said defendants further charge in said Bill that on or about the fourteenth day of January AD 1858 your orator

27 representation to Frederick P Brown that the said Asahel Gibbs was not desirous of having a piece of land of the shape of the piece last described to wit ninety rods in length and seventy in breadth but preferred the same in the form of a square that it would be better for all parties interested for the said Brown to convey the whole of the South West quarter of said section forty but your orator in manner originally stipulated in said bond upon which your orator would convey to the said Asahel Gibbs forty acres of said land that said Brown was induced thereby to execute and actually did execute to your orator a deed for the whole of the South West quarter of said section thirty three (33) The said defendants further charge that your orator confiding and fraudulently intending deceive the said Asahel Gibbs did not convey to the said Asahel Gibbs nor to the defendants his heirs the said forty acres of land but has wholly refused so to do that they the said defendants hereto are the heirs at law and legal representatives of said Asahel Gibbs deceased And your orator further shows unto your Honor that the said defendants in said bill by them filed against your orator pray that your orator may come to a full account with the said defendants herein and to execute to the defendants herein a deed of special warranty against all acts done by himself for the forty acres of land ordered to be conveyed to the said Asahel Gibbs deceased or that the deed from said Frederick P Brown to your orator for the conveyance to your orator the South West quarter of section thirty three (33) aforesaid may be declared null and void in so far as it concerns the forty acres of land ordered by your orator to be conveyed to the said Asahel Gibbs and that the said Frederick P Brown be required by a decree of this court to

convey the said forty acres of land to the said defendants but
that your orator further shows that on the 30th day of Aug 1860
your orator appeared in said suit and put in his answer to said
bill as by reference to said bill and answer now on file in
this court will more fully appear

And your orator further shows unto your Honor that the agree
ment entered into by your orator with the said Asahel Gibbs
was made with him the said Asahel Gibbs deceased in his
character and capacity of a trustee and not in his own right
That your orator further represents that heretofore to wit in or about
the month of December in the year of our Lord one thousand
eight hundred and forty seven One John Gibbs late of the county of
Essex and State of New York died testate leaving Euphemia
Gibbs his widow and your orator Russell Gibbs Asahel Gibbs
since deceased Philander Gibbs John Gibbs Jr Polly Van Order
Lucinda A Bradley and Louisa Gibbs his children and heirs
at Law That the said John Gibbs deceased died seized in
fee simple of a certain tract or lot of land being in the
town of Lewis county and State last aforesaid containing about
ninety acres of land on which was a farm house barn and
other buildings necessary for the convenient use of said
premises for farming purposes which lot of land was in
a good state of cultivation and worth at the time of the death
of the said John Gibbs the full sum of one thousand dollars That
the said John Gibbs deceased was possessed of a large amount
of personal property consisting of horses cattle sheep farming
utensils house hold furniture which personal property so possessed
by the said John Gibbs deceased was at the time of his death
worth the full sum of four hundred dollars

And your Orator further represents that the said John Gibbs

deceased before the time of his death made his certain will purporting to be his last will and testament appointing your orator executor of said will and which said will was duly proved by your orator as such executor in the Surrogates Court for said county of Essex and he well fully executed and the estate settled according to law and all the assetts belonging to said estate used and applied in the payment of the costs and expenses of said settlement and the payment of the debts of the deceased and not to exceed the sum of fifty dollars

And your orator further shows unto your Honor that the said John Gibbs deceased in and by his said last will and testament devised and bequeathed to the said Asahel Gibbs and Euphemia Gibbs his whole estate both real and personal after paying his just debts and funeral expenses in trust for the use of Euphemia Gibbs and in trust for the use of John Gibbs jr an idiotic son of him the said John Gibbs deceased To have and to hold the same and to take the use and profits of said estate for the support and maintenance of the said Euphemia Gibbs and John Gibbs jr during the period of their natural lives and if at any time the rents profits and proceeds of said property should by reason of sickness or otherwise become insufficient for the support and maintenance of the said Euphemia and John Gibbs jr then the trustees sought sell sufficient of the property so devised to them in trust as aforesaid to pay such extra expense and liabilities and the residue and remainder of said estate he the said John Gibbs deceased devised and bequeathed to his heirs generally

And your orator further represent unto your Honor that the said Asahel Gibbs and Euphemia Gibbs trustees as aforesaid accepted of said trust and immediately after the death of the

said John Gibbs deceased they the trustees entered upon their duties
execution of said trust and did enter into and take possession of
the said real estate so devised to them in trust as aforesaid and
did receive the use rents profits and income of said farm and did
also take possession of the personal estate and receive the rents and
profits of the same and that the said Euphemia Gibbs and John
Gibbs jr did receive their support and maintainance according
to the provisions of said will

And your orator further represents unto your Honor that in
or about the month of July A.D 1854 Euphemia Gibbs died leaving
the said Asahel Gibbs the sole trustee of said trust and the said
John Gibbs jr the only remaining cestui que trust to said
trust property And your orator further represents unto your Honor
that in or about the month of March A.D 1857 the said Asahel Gibbs
the trustee as aforesaid sold said real estate so devised to him
in trust as aforesaid and converted the same into money and
other property and also disposed of a part of the personal prop-
erty so devised to him in trust as aforesaid and the balance of
said personal property he the said Asahel Gibbs removed together
with his family to the county of Henry and state of Illinois and
brought with him the proceeds of the sales of the real estate and per-
sonal property sold by him as aforesaid that at the time of the
sale of said property and the removal of said Asahel Gibbs to the
county of Henry aforesaid he the said Asahel Gibbs was not
the owner of any property that he held in his own right to exceed
in amount the sum of fifty dollars and all the property goods
chattels monies and effects brought by him the said Asahel
Gibbs to the state of Illinois except as above stated was a part
of and belonged to the estate held by him in trust as afore-
said and that the said Asahel Gibbs has not since

31 the time of his removal to the county of Henry acquired any property of any amount

Your orator represents that the said Asahel Gibbs on or about the 11th day of July AD 1859 died intestate leaving the office of trustee to the trust estate aforesaid vacant

And your orator further states that the contract or agreement entered into for the sale and purchase of the forty acres of land between your orator and the said Asahel Gibbs deceased was made and entered into with him as a trustee of the trust aforesaid and the one hundred and sixty nine dollars paid by the said Asahel Gibbs deceased to said Frederick P Brown was to be paid and actually was paid out of monies in the hands of said trustee belonging to the trust estate as aforesaid and all of the buildings and other improvements put upon said land by the said Asahel Gibbs deceased were paid out of monies belonging to said trust estate

And your Orator further represents that the said John Gibbs is still living and is now a resident of the county of Henry and State of Illinois, And your Orator further shows that that the above named defendants Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen Gibbs are minors under the age of twenty one years your Orator therefore asks that the said minors may be required to answer by their guardian and in case no general guardian shall have been appointed for said minors that a guardian ad litem may be appointed by this Hon Court to answer for them

Your orator therefore prays that the said defendants may be required by a rule of court to be entered herein and by a day certain to be appointed by this Honorable court full true ~~and~~ direct and perfect answer make (without oath

the oath of said defendants being hereby expressly waived) to all and singular the matters and things herein charged as fully as if the same were again herein repeated and they the said defendants particularly interrogated thereto and that the charges herein contained may be submitted to and heard by this Honorable court at the same time that this cause shall be heard upon the original bill herein filed and that upon a final hearing of this cause upon the original and cross Bills that may be appointed by this Honorable court a trustee to hold the trust of said property belonging to said trust estate in the same manner and for the same purposes as is provided in the last will and testament of John Gibbs deceased creating said trust and that your orator may be required by an order of this court to convey said forty acres of land to said trustee so to be appointed by this Honorable court to be held by him in trust for the uses and purposes mentioned in said last will and testament of the said John Gibbs deceased vesting said trust and that your orator may have such other and further relief in the premises as equity and good conscience may require

O E Paige Solicitor

And afterwards to wit on the 3d day of Oct 1860 the complainants by their Solicitor filed in said court their general replication to the answer of Russell Gibbs defendant, in words and figures following to wit

State of Illinois } ss
Henry County }

Circuit Court October Term 1860

Ellen Blackwell etal
vs
Russell Gibbs etal

Gen Replication of Pltfs to answer of Russell Gibbs

The repliecaunts of Eliza Ann Gibbs Ellis Blackwell and Maria E Blackwell his wife Sarah E Gibbs an infant of the age of about fifteen years Webster C Gibbs an infant of the age of about twelve years Laurella C Gibbs an infant of the age of about nine years and Ellen L Gibbs an infant of the age of about seven years which said infants sue by the said Ellis Blackwell their guardian to the separate answer of Russell Gibbs, Their repliecaunts saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say that they will aver & prove their said bill to be true certain and sufficient in the law to be answered unto And that the said answer of the said defendant is uncertain untrue and insufficient to be replied unto by these repliecaunts, Without this that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto confessed & avoided traversed or denied is true All which matters or things these repliecaunts are and will be ready to aver & prove as this Hon Court shall direct and humbly pray as in & by their said bill they have already prayed

Geo W Shaw
Sol of compls

And afterwards to wit on the day and year last aforesaid the said Complainants file their demurrer to the Cross Bill filed herein by Russell Gibbs, which demurrer is in the words and figures following to wit

State of Illinois } Circuit Court October Term 1860
Henry County }

Ellis Blackwell et al
vs
Russell Gibbs et al } Demurrer to Cross Bill

The said complainants respectively by protestation not confessing or acknowledging all or any of the matters & things in the said defendants cross bill alleged to be true in such manner & form as the same are therein set forth & alleged do demur thereto and for cause of demurrer show that the said defendant has not by his said cross bill made or stated such a case as doth or ought to entitle him to any relief or discovery such as are thereby sought & prayed for from or against these complainants Wherefore & for divers other imperfections & errors the said complainants humbly ask the judgment of this Hon Court whether they shall be compelled to make any other or further answer to the said cross bill or any of the matters & things therein contained and pray that said cross bill be dismissed with reasonable costs &c

Geo W Shaw

Solicitor of Compl

And afterwards to wit at the October Term A.D 1860 of said circuit court and on the 15th day of October 1860 the following proceedings were had in said cause

Ellis Bluckwell etal
v
Russell Gibbs etal
} Injunction &c

And now at this day came the parties herein by their Solicitors as aforesaid and the said complainants by their Solicitor demurs to the Cross Bill filed herein by the said defendants

And afterwards to wit and at the term last aforesaid and on the 28th day of October A.D 1860 the following proceedings were had in said cause to wit

Ellis Blackwell etal
vs
Russell Gibbs etal
} Injunction &c

And now at this day this cause coming on for a hearing on the demurrer to cross bill and the court having now heard the demurrer and being fully advised in the premises overrules the demurrer, and thereupon on motion of the said defendants the said complainants were by the court ruled to answer said cross bill in sixty days from the entry of this rule, and this cause stands continued to the next term of this court

And afterwards to wit and on the 17th day of December 1860 the said infants in court filed their Bill mentioned file their to the said defendants Cross Bill, which answer is in the words and figures following to wit

State of Illinois } ss
Henry county }
Circuit Court
March Term 1861

Ellis Blackwell
Maria E Blackwell etal
vs
Russell Gibbs
} Chancery

The joint & several answers of Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen E Gibbs by Ellis Blackwell their Guardian to the Cross Bill of Russell Gibbs, said complainants answering say that they deny all and singular the matters & things in the said Cross Bill alleged which are inconsistent with the allegations of their original bill in this cause and that they reserve to themselves all right of exception to said plaintiff's

bill at the hearing of said cause in the same manner as if such exceptions were now taken by demurrer And they humbly pray as by & their original bill they have already prayed

Ellis Blackwell Guardian
per Geo W Shaw Solicitor

And afterwards to wit on the day and year last aforesaid the said complainants file in said cause their general replication to answer of Russell Gibbs, which Replication is in the words and figures following & viz

State of Illinois } ss
Henry County }

Circuit Court March Term 1861

Ellis Blackwell relat
vs
Russell Gibbs
} Injunction &c

The replication of Sarah E Gibbs Webster & Gibbs Lauretta C Gibbs & Ellen L Gibbs by Ellis Blackwell their Guardian and of the said Ellis Blackwell Maria E Blackwell his wife & Eliza Ann Gibbs to the answer of Russell Gibbs defendant. These replicants saving & reserving to themselves all & all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto say that they will aver and prove their said bill to be true certain & sufficient in the law to be answered unto and that the said answer of the said defendant is uncertain untrue & insufficient to be replied unto by these replicants, Without this that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto confessed & avoided traversed or denied is true all which matters & things these replicants are and will be ready to

been and here as this Hon Court shall direct and humbly pray as in & by their said bill they have already prayed

Geo W Shaw Sol

And afterwards to wit at the March Term A.D 1861 of said Circuit Court and on the 5th day of March 1861 the following proceedings were had in said cause to wit

Ellis Blackwell etal
vs
Russell Gibbs etal
} Injunction &c

At this day comes the said complainants by Shaw their Solicitor and the defendants by Page their Solicitor, and this cause being called for hearing, Now comes the defendants by their Solicitor and file their exceptions to answer for impertinence, And afterwards to wit on the 12th day of March of said term On motion of Mr Page counsel for the complainant in the cross bill filed in this cause It is ordered by the Court that Levi North as Special master of this Court be referred to to look into the cross bill of said Russell Gibbs, the answer thereto and the exceptions taken to said answer and to certify whether the said answer be impertinent to the points excepted to or not, And afterwards on the 21st day of March came the said Levi North Special Master as aforesaid and presents his report to wit, That he has examined said cross bill answer and exceptions, And that he deems the exceptions to said answer for impertinence are well taken and that all that part of said answer beginning with the word "and" in the second line from the top of the second page thereof and ending with the word amount in the fifth line from the top of said page ought to be stricken out, And that all that part of said answer beginning with the tenth line from the top of the sixth page and ending with the twelfth line including the words

in the margin of said page ought to be stricken out, and that all that part of said answer beginning with the words [illegible] as irrelevant and impertinent And the court having examined said report orders that the same be approved and filed herein It is therefore ordered by the court that the exceptions be sustained and the excepted matter in answer be expunged, And now comes the defendant and files his exceptions to answer for insufficiency and on motion of Wm Page counsel for the defendant in the Cross bill filed in this cause It is ordered by the court that it be referred to Levi North as Special Master in Chancery of this court to look into the cross bill of the said Russell Gibbs the answer thereto and the exceptions taken to said answer and to certify whether said answer be insufficient in the points excepted to or not And afterwards. to wit on the day and year last aforesaid come the said Levi North Special master as aforesaid and present his report to wit That he has examined said Cross bill answers and exceptions and that he deems the several exceptions to said answer for insufficiency well taken and that the several points excepted to the said answer is insufficient which is approved by the court and ordered to be filed It is therefore ordered by the court that the exceptions be sustained at the cost of the complainant in this cause and rule entered on complainant to answer again by Friday of next week and afterward to wit on the 28th day of March the Motion leave given complainant to withdraw former answer

And afterwards to wit on the 27th day March 1861 at the term aforesaid the said complainant files their amended answer to the said Cross bill, which amended answer is in the words and figures following to wit;

39 State of Illinois } Circuit Court
Henry County } March Term A.D 1861

Ellis Blackwell &c
vs
Russell Gibbs } Chancery

The joint and several answers of Ellis Blackwell and Maria E Blackwell his wife and Eliza Ann Blackwell Gibbs widow of the said Asahel Gibbs to the cross bill of Russell Gibbs These Complainants as original & defendant in said Cross bill now and hereafter saving & reserving to themselves & each of them all benefit & advantage of exception which can or may be had or taken to the many errors imperfections & insufficiencies of said cross bill for answer thereto or so much thereof as they are advised & material or necessary to be answered, answering say that they admit that at the time and place named in said bill the said John Gibbs of the county of Essex & state of New York died seized leaving Euphemia his widow & the children and descendants of children described in said bill and that said children & descendants of children are all the issue of the said John Gibbs. Complainants further admit that the said John Gibbs died possessed of some estate or interest in a certain tract of land situated in the County of Essex aforesaid on which the said John Gibbs during the latter part of his life resided, and that there were upon the said premises a dwelling house & barn with some slight agricultural improvements but said complainants deny that said dwelling house and barn were good and convenient buildings or that the said tract of land was under good improvement or was worth the sum of one thousand dollars or more than the sum of six hundred dollars.

And said complainants say that they do not know nor are they informed of the nature of the estate and interest of the said John Gibbs in the said tract of land but believe that there were divers claims and incumbrances (of nature and amount unknown to the defendants) upon said land held by certain persons unknown to complainants, complainants further say that they do not know & are not informed of the extent of said tract of land but believe that the same amounts to about sixty acres of farming land of a poor & sterile character complainants further admit that the said John Gibbs was possessed at the time of his death of personal property of the kind alleged in said Cross bill but not of the value alleged in said Cross Bill and deny that the value of said property exceeded three hundred dollars they further admit that the said John Gibbs before the time of his death made his last will and testament appointing said Russell Gibbs his executor and that such will and testament was duly proved by defendant in the Surrogates Court of the said county of Essex but said complainants say that they know not nor have they been informed save by said cross bill and cannot set forth as to their belief or otherwise whether the said complainant in said cross bill fully administered and settled the affairs of said testator complainants further answering deny that by the terms of said will the whole of the estate real and personal which should remain after payment of the testators debts and funeral expenses was devised to Euphemia and Asabel Gibbs as set forth in said defendants Cross bill and aver that there were in the said will a legacy of six sheep to be selected out of the flock the testator might have at his death to Lucinda A Bradley and another legacy of the same kind to Lorissa P Gibbs of a ewe and a selling out suitable for her station

41 in life and such as should make her equal in that respect to his other daughters But Complainants do not know nor have they been informed of the value of said legacies but believe that their value was fully equal to the sum of one hundred and fifty dollars But Complainants admit that subject to said legacies and to expenses of administration funeral expenses and the debts of the said testator there was in said will a residuary devise and bequest of the testators realty and personalty to the said Euphemia and Cesahel Gibbs and to the survivors of them and to their executors administrators and assigns to have and to hold the same in trust for the use and benefit of the said Euphemia Gibbs x of John Gibbs an idiotic son of the said testator during their lives and the life of the survivor of them with remainder to the testators children and to the descendants of such of said children as should die previous to the death of Euphemia or John Gibbs with power in such trustee or the survivor of them to sell dispose of and convey the said real and personal estate and apply the proceeds of such sale to the support of the said Euphemia or John Gibbs if said real & personal estate should be inadequate to the support of the said Euphemia or John Gibbs or the survivor of them And the complainants deny that the said will imposed upon the trustees or the survivor of the duty of obtaining from the Surrogate of said county of Essex any order or authority for the sale of said realty or personalty or of any part thereof Complainants admit that the said Euphemia and Cesahel Gibbs trustees as aforesaid accepted and undertook to execute the trusts in this answer set forth They admit that said trustees entered upon the said realty and took possession of so much of the said personalty as

42 was left after payment of such legacies funeral expenses debts and costs of administration as were by the said Russell Gibbs paid, But complainants further say that they do not know the exact value of the personalty which came into the hands of said trustee nor are they informed of the same but their belief is that the said personalty was of a value considerably less than the value of two hundred dollars, Complainants further say that the rents and profits issues and use of the said realty and personalty were not to the best of their knowledge information or belief sufficient for the support of the said Euphemia and John Gibbs but that the support of these two Cestuis qui trust was fully worth the sum of three hundred dollars per annum which the use rents profits & proceeds of the said realty & personalty did not to the best of their knowledge information & belief exceed the sum of Eighty dollars per annum And they aver that the said Asahel Gibbs boarded his mother the said Euphemia Gibbs and cared for her support during the term of her life to wit for the term of seven years after the death of the said testator and also kept and cared for the said idiot during the term of about twelve years and that since the death of the said Asahel Gibbs which occurred as mentioned in Cross bill the complainant Eliza Ann Gibbs has maintained and supported & does still maintain & support the said idiot from the estate of her said husband all of which has caused to the said Asahel Gibbs and the said Eliza Ann Gibbs an amount of expense far greater than the value of the realty and personalty which came to his the said Asahel Gibbs hands as a trustee and has long ago consumed the issues rents profits interest principal & substance of the same Complainant further says that the said Asahel Gibbs and Euphemia Gibbs after faithfully

113 applying the rents issues profits and proceeds of the said realty and personalty toward the same from the first inadequate to the support of the said Euphemia & John Gibbs They further say that the said Asahel Gibbs from the first contributed his own labor and money for the support of the said Euphemia & John Gibbs and that in a few years the trust estate became incapable of repaying to him the sums which he had thus expended Complainants are however unable to state the exact amount of the rents issues and profits of said realty and personalty or of the expenditures of the said Asahel Gibbs in his behalf either from knowledge information or belief but it is the best of their belief that the support of the said Euphemia Gibbs and the said John Gibbs has cost the said Asahel Gibbs and his widow the said Eleza Ann Gibbs the sum of three thousand dollars

Complainants admit that at about the time charged in said Cross Bill (viz March 1837) the said Asahel Gibbs sold the real estate mentioned in said Bill for the sum of six hundred dollars but they deny that such sale was in violation of his trust or in any way injurious to the said John Gibbs his cestui que trust and insist that the said Asahel Gibbs sold said premises and applied the proceeds in accordance with the terms of said last will and testament in payment of expenses previously incurred in caring for and maintaining the said Euphemia & said idiot They also admit that in the year 1837 the said Asahel Gibbs came to the said county of Henry & State of Illinois but deny that he removed to the said state any property bequeathed in said will save a few cabinets of light furniture and bedding not exceeding the value of twenty dollars which articles did contribute to the comfort & support of said idiot

They further deny that the said Asahel Gibbs brought to Illinois

any property belonging to said trust estate but whether he had in his possession at the time of such removal any money resulting from the sale of any realty or personalty once belonging to said trust estate they are not informed but believe that of the money brought by the said Asahel Gibbs a small portion might have been a part of such proceeds but how much complainants cannot state either from knowledge hearsay information or belief They further deny that the pecuniary circumstances of the said Asahel Gibbs were as described in defendants cross bill and allege that the said Asahel Gibbs at said time was worth the sum of five hundred dollars of his own money and that during the remainder of his life he not only supported his own family and said idiot but increased his property so that at the time of his death he was worth the sum of about four hundred dollars in personal property and about five hundred dollars in real estate Complainants further admit that the said Asahel Gibbs died intestate as alleged in cross bill leaving as his heirs the persons therein named the plaintiffs in this suit but deny that his death created any vacancy in the office of trustee and insist that by the terms of the last will and testament aforesaid the office of trustee of the property would have devolved upon the administrator of said Asahel Gibbs had not the trusts long ago been extinguished by the exhaustion of the estate which formed their subject and they further insist that by the terms of said will the said administrator has no right to the control and custody of the person of the said idiot Complainants further deny that the said Asahel Gibbs had at the time of his death any property belonging to said trust estate They further deny that the monies paid by said Asahel Gibbs to the said Frederick P Brown were

trust monies belonging to said estate as alleged in cross bill and further deny that the improvements made upon the said premises were made with trust monies or with any monies that had been obtained by the sale of any portion of said trust property Complainants further admit the taking out of letters of administration by said Ellis Blackwell as alleged in said cross bill and the filing of an inventory and appraisement bill &c as alleged in said cross bill of the estate of said Asahel Gibbs and also the appraisal & set off to Eliza Ann Gibbs as widow of said Asahel Gibbs of property alleged to be worth $4662/100 dollars but deny that the value of said property corresponded with the estimate of the appraisement bill or that the said widow received more than the sum of $308 75/100 dollars which said property was set apart to the said widow by the court of probate of the county of Henry & State of Illinois in accordance with the statute in such case made & provided.

They further deny that with the exception of said small articles any of said property was properly bequeathed in said will of said John Gibbs or that any of said property belonged to the trust estate aforesaid or was purchased with the proceeds of any portion of said trust estate

Complainants admit there is a claim in the hands of said administrator against the said Russell Gibbs as mentioned in said cross bill

Complainants further deny that the said Ellis Blackwell Harvey Van Order or Eliza Ann Gibbs are preparing to depart from the State of Illinois

They deny that said Eliza Ann Gibbs has threatened to throw said debt upon the county for support

but admit that she has assisted & does still assist that inasmuch as the funds originally provided for the support of the said John Gibbs are exhausted and the said Russell Gibbs is opulent while the said Eliza Ann Gibbs is poor the said Russell Gibbs can & ought to contribute to the support of his said idiotic brother

Complainant further deny all & all manner of combination & conspiracy whereof they are by said cross bill charged without this that there is any other matters or things by the said cross bill alleged material for them complainants to answer All which matters & things they will maintain & prove as this Hon Court shall direct Wherefore said complainant pray as before they have prayed

Ellis Blackwell
Maria E Blackwell
Eliza Ann Gibbs
per Geo W Shaw Solicitor of complainants

And afterwards to wit on the 10th day of June 1861 the said defendant files in said cause his replication to the complts amended answer to said defendants cross bill, which replication is in the words and figures following to wit

State of Illinois }
Henry County } March Term of the Henry county Circuit Court 1861

Ellis Blackwell etal
vs
Russell Gibbs } In Chancery

Replication of Russell Gibbs to the joint and several amended answer of Ellis Blackwell Maria E

47 Blackwell and Elezia Ann Gibbs and to the joint and several answers of Sarah E Gibbs Webster C Gibbs Lauretta C Gibbs and Ellen L Gibbs complainants to the cross bill of Russell Gibbs defendant

This replicant saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors uncertainties and insufficiencies of the answers of said defendants for replication thereto says that he doth and will aver maintain and prove his said Bill to be true certain and sufficient in the law to be answered unto by the said defendants and that the answers of said defendants is very uncertain evasive & insufficient in the law to be replied unto by this Replicant without that that any other matter or thing in the said answer contained material or effectual in the law to be replied unto and not herein and hereby well and sufficiently replied unto confessed or avoided traversed or denied is true all which matters and things this replicant is ready to aver maintain and prove as this Honorable court shall direct and humbly pray as in and by his said cross bill he hath already prayed

O E Page
Solicitor

And afterwards to wit at the October Term 1861 of said circuit court and on the first day thereof it being the 14th day of October 1861 the following depositions were opened by order of the court and filed in this cause, to wit

State of Illinois
Henry County } In Chancery

Ellen Blackwell etal
vs
Russell Gibbs

48 Deposition of Polly Van Order Harvey Van Order residents of Henry county and state of Illinois on the part of the complainants in the above entitled cause now pending in the circuit court of said county on the chancery side thereof produced sworn and examined before W L Dalrymple a justice of the peace of said county on the 21st day of September A D 1861 at the office of said justice in Cambridge taken by the common consent and agreement of the parties

Polly Van Order being first duly sworn deposes and says as follows.

What is your name age and place of residence?

My name is Polly Van Order age 54 years and reside in Osceola Henry co Ills

Are you the daughter of John Gibbs of Essex co State of New York who died in 1847

I am

Were you acquainted with the farm occupied by John Gibbs at the time of his death

I had not seen it for three years previous to his death

Were you brought up on that farm

I was

At what time did you last see the farm

About three years before my fathers death

Can you tell when you last saw it whether it included a wood lot afterwards conveyed to Philander Gibbs

I cannot say positively although I think it belonged to the farm

Was there at any time such a wood lot belonging to the farm

There was

Was that wood lot afterwards conveyed to Philander Gibbs

49 I suppose it was

Do you know what your father considered the farm worth including the wood lot at or about the time of his death

I do not

Objected to Do you know what your father considered the farm including the wood lot worth during any time within five years prior to his death

He estimated it as being worth $5000. & that he would take $5000. dollars in cash for it but I cannot say as to the time he made this estimate whether it was five years or more prior to his death

How many acres did the farm at that time contain

I cannot tell – it was before any division of the farm was made

Objected to Was there at any time a division of the farm during your fathers life time

I suppose there was

Do you know John Gibbs the idiot

I do

Where does he now reside and how long has he resided there

He is now residing with Eliza Ann Gibbs the widow of Asahel Gibbs, he has resided there ever since they came to this state

What is his age

I think forty nine years

Do you know with whom he resided in New York and how long

I do not

Who now boards and has the care of him

Eliza Ann Gibbs the widow of Asahel Gibbs

What should you think it worth per week to board him do his washing and otherwise take care of him

I dont think any person would be willing to take more care of him than of two dollars per week unless it was a brother or sister who would do it through sympathy

Is his board worth more or less than that of an ordinary man

I think it worth some less

What are his habits as to cleanliness

They would be very loose if he was not trained to do otherwise

Does it require any considerable degree of care to compel him to cleanliness

I should think not a great deal at present, it did in his younger days

Which is worth the most to take charge of him as Mrs Gibbs now does or to board an ordinary man

I think as far as the real worth is concerned that it worth no more to board him than it is an ordinary man

Cross Examination

How far was the wood lot of which you spoke from the Homestead of your father

I do not know exactly perhaps a half or three quarters of a mile

Was this wood lot ever considered a part of the home farm

I suppose it was

Do you know what are the principal articles of diet used by John Gibbs sr

I do not at present

Is John Gibbs sr a brother of yours

Yes is

Will you state the articles of diet he was in the habit of using when you resided in your fathers family and what have they been since you have been acquainted with him in the state of Illinois

57 In my fathers family when he was young bread meat and potatoes and milk was given him as the principal articles of food No tea or coffee butter or cheese was allowed him he never would use butter or cheese since he came to Ills his diet has been about the same as far as I know What has been his fare for the last three years and how has he been kept and treated

His fare has been the same as usual for the last three years and he has been tended as well and kept as well as far as I know as he ever was in his fathers family

Do you know of his ever having been put upon short allowance and being forced to use improper food such as raw corn

I have known him sometimes to look as if he wanted more but I dont think he has judgment to know when he has enough I think Mrs Gibbs judgment has been better for him in dealing out his rations than his own would have been as far as being forced to eat raw corn I know nothing about it I have seen him eat raw corn from habit or because he liked it at my own house

What expressions have you heard Mrs Gibbs use in reference to washing him out of the way or washing him dead

I dont recollect of any expressions of the kind made by Mrs Gibbs

What do you know in reference to Mrs Gibbs wishing to get rid of him

I heard her say when he came very near getting killed on the boat in coming out here that it would not have been much matter if he had been killed, I consider he was a great burthen to her at any time and more particularly then

State whether you have heard from Mrs Gibbs any offers or proposals to her to keep him by the year

I dont recollect of her ever saying any thing of the kind

52

Have you heard Mrs Eliza A Gibbs say that Russell Gibbs had offered to take John off of her hands and take one half of Johns property with him and let her have the rest

Objected to

I heard her say that Russell Gibbs offered to leave it out to arbitrators, and he Russell Gibbs said he would take John off her hands and one half of what disinterested men said Russell Gibbs ought to have

Did you ever hear Mrs. Eliza Ann Gibbs say that she had made the offer to Russell Gibbs to give Russell Gibbs $500. if he Russell Gibbs would take John off of her hands and Russell Gibbs give up the property and that Russell Gibbs had accepted the proposition I did and she afterwards said she had no right to make the offer and considered it void

Objected to

Who informed her she had no right

Her son in law Ellis Blackwell

Did she not say she was willing to do so but that Blackwell would not let her

She represented that at the time she was willing but afterwards was not willing and could not do it

Was not her unwillingness caused by the influence of Blackwell I think partly through his and other influences and that she had not the means at her command to carry out the proposition

Will you state the manner in which John goes clothed

He goes clothed whole and clean

What garments does he generally wear in the summer time

Shirts and pants are all he wears in hot weather

What articles of clothing does he wear in the winter season

He has a vest and coat in addition to what he wears in the summer he has shoes stockings and hat when he wants them but does not usually wear them

3

Is the manner in which he is clothed in consequence of his mental condition

He never would wear hat or shoes I dont know but he would wear more clothes if they were offered to him

Re-direct

Are his clothes such as they were in his fathers life time

Perhaps not the same . There they are boughten clothes and there they were home spun

Is his treatment as to dress the same as during his fathers life time

I think he was dressed warmer when he was young at his fathers than he is now because they made warmer flannels than we buy now at the stores

Is he clothed more in regard to the amount and quality of his clothing now than during his fathers life time

The quality is not so good on account of difference of manufacture but the quantity the same as far as I know

Does Mrs Gibbs do as well by him in the article of clothing as her circumstances will admit

I think she does yet I suppose she could get more if he would wear more

Did you understand from Mrs Gibbs in the conversation respecting the offers of which you have spoken that these offers were made for the purpose of settling this suit

I cannot say for I did not know whether the suit was then commenced or not I might have known at the time but do not recollect now

How long was it after the death of her husband that these conversations occurred

I should think that it was not quite six months

Do you recollect whether at the time there was any controversy between them as to who should keep John

I should think there was

Did you understand whether these offers were made for the purpose of selling that controversy

I understood it was done for a settlement to decide who should keep him and for to get the deed for the place

Did you hear her say whether she accepted the offer of arbitration offered by Russell Gibbs

It is my impression she did accept of it

Did you hear her say why no arbitration took place

I dont recollect that I have heared her say but I have always had the impression that it was because he was not ready

Polly Van Order

Harvey Van Order being first duly sworn deposes and says as follows

What is your name age and place of residence

My name is Harvey Van Order age 54 years and reside in Osco Henry county Illinois

Are you the Son in law of John Gibbs Sr formerly of Essex county New York

I am

Are you acquainted with the farm on which he resided at the time of his death

I am somewhat acquainted with, and I was well acquainted with it up to the year 1876 I was over a part of the farm 8 years ago

What last on the farm how did its condition compare with its condition in 1876 as to extent improvements and value

I am not very well qualified to state I was there but a short time and did not examine much of the farm, I went

55 with Mr Gibbs The farm as near as I can recollect was in extent about 130 acres, There had been somewhere about 40 acres known as the wood lot decided to Philander Gibbs by John Gibbs Sr, I did not see the transaction but have good evidence of the fact by statements of parties, The improvements thereon were inferior to their condition in 1836 the fences and buildings were in a dilapidated condition particularly the barn it being a very old barn There had been an addition built to the house since 1836, As to the value I should be unable to state its value at either time as I was not acquainted with the value of property there only from hearsay

Objected to Do you know at what time John Gibbs Sr valued said farm shortly before the conveyance of the wood lot to Philander Gibbs

I have no knowledge except from letters received from him said (John Gibbs Sr) and other members of his family there was a considerable of excitement about that time in reference to coming west

Did you ever receive a letter from him upon that subject

I am very confident that I did

Have you the letter

I have not

Objected to State what became of it

It was lost with a parcel of letters in a sack on a Steam boat from Chicago to Mackinack

Objected to What if any statements did he make in that letter concerning the value of that farm

It was stated that he offered the farm for a thousand dollars

Objected to Did the farm at that time include the wood lot of forty acres (Question waived)

It did

Objected to

What at that time was the extent of the farm
It was I suppose the original extent of 130 acres
Were you acquainted with Asahel Gibbs during his residence
on the place of his
I was
Intimately?
Well something so I think so, intimately acquainted
State whether he was a communicative man to others in regard
to his business affairs
I always thought not rather taciturn not disposed to say
much about his personal affairs unless questioned
State whether you ever resided on the farm of John Gibbs Sr
if so how long
I resided I think some three years on the farm part of the time
with his family

Objected to

What were the dimensions of the farm house upon the farm when
you resided there and also when you were last there
I could not say positively, as near as I can recollect the
old house when I lived there was from 25 to 30 ft in length
and some 18 or 20 ft in breadth and what is called a "lean to"
about 10 ft wide on north side with bed room and a little entry
way and lumber room The main part of the building was a
story and a half high. When last there there was a new addition
to the house which composed one room or more I should suppose
that it did not add more than one half to the length of the
building. I think about 12 feet long perhaps with same
width as the original building
Did you reside with the family of John Gibbs Sr when you
resided on his farm if so how long
I did reside with John Gibbs Srs family from one year

to one year and a half or thereabouts

Did you have opportunities of observing the habits of his idiotic son

I did

Objected

What were his habits as to cleanliness decency and noise

As to cleanliness, He was kept clean I suppose it was more trouble to keep him clean than it was a natural person His step mother was quite severe with him in regard to his cleanliness, as to decency, he seemed to have no sense of shame in exposing his person in attending to nature necessities He is very noisy at times out of doors and in the house sometimes when angry

What treatment did he receive in regard to food and clothing

As to food he generally set at a side table his food was about the same as the rest of the family generally, used a great deal of bread & milk especially for supper As to clothing it was good and comfortable not expensive My impression is that he wore shoes & stockings in winter season but not in the summer season

What were his habits in respect to tea coffee & butter

I am confident he used no tea coffee or butter or cheese

How does his present treatment compare with his treatment while in his fathers family

He has different food now from what he used to have but I think that on the whole it is as good now as it was then as far as I have observed as to clothing I doubt whether he is as warmly clad now in the winter season as he was then Their father was a manufacturer of cloths and could furnish warmer clothing more easily and cheaper than it could be furnished now and at less expense

In view of his habits and condition what do you think it worth per week to board clothe and care for him as he is now cared for

I think it is worth at least $2.00 per week and that no one would take him for that unless from some other motive than money If turned out among strangers I think he could not be kept for that

Objected to What was the character of the farm of John Cobb Sr as to fertility of soil and as to surface

Part of the farm certainly was rather low surface, sandy soil mixed with gravel and some small part of it not very stony And the most of it was quite stony, the soil required a great deal of manuring in order to produce crops the meadow some seasons produced a fair crop for that country other seasons very light Some pasture land was very good for pasturing for that country I should think, When I lived on the farm land to the best of my recollection the pasture land was a part of the wood lot but I have no very distinct recollection in reference to it

Cross Examined

How and in what manner was that farm fenced when you knew it

I think the most of the fence was rail fence a portion was whole wall and part was half wall and posts & rails

Did you know the condition of that farm in reference to its fences and buildings or other improvements at the time of the death of John Cobb Sr

Did not

Did you know the condition of that farm in reference to the fertility of the soil at the time of his death

I did not

When did you leave in the family of John Gibbs Sr

In the years from the year 1825 to 1828

Are the habits of John Gibbs Jr the same now as they were

I think not quite he was then young I dont think he has any

improved in his habits as to agreeableness rather to the contrary

I think

What do you mean by his agreeableness, do you refer to

his cleanliness or to his sociability

I referred to his sociability

What are his habits now in point of cleanliness as compared

with his habits at the time he resided in his fathers family

I dont know there is any marked difference I have not observed any

Is he in any manner troublesome at the time in reference

to uncleanliness

Not to my knowledge when in health

Is it worth as much to board him as it is an ordinary

man

I know of no reason why it is not he eats very hearty

Is it worth as much to clothe him as it is an ordinary

person

I think not

At what time did John Gibbs Jr convey to Phelander Gibbs

the wood lot of which you have testified ?

I cannot fix positive as to the year I should think about

the year 1845 or near that time

What means have you of knowing that such a conveyance

was made

One means was letters we had from the different members

of the family another was from Phelander Gibbs

60 What number of acres did that farm include without the wood Lot
about 90 acres can not certain
Into how many fields was that farm divided at about
the year 1836
I think about four, there might have been more or less
Were not all of those fields in 1836 surrounded either by
stone wall or board fence
I think our impression is that it was stone wall
and rail fence

Harvey Van Orden

State of Illinois
Henry County } ss I W.L. Dalrymple a Justice of the Peace
of the said county do certify that the above and foregoing
depositions were taken by me at the time and place mentioned
in the caption thereof that the said witnesses were first duly
sworn and that the said depositions were first carefully read
to the said witnesses and then signed and sworn to by
them before me herein under my hand and seal this
24th day of September A.D. 1861

W.L. Dalrymple J.P. [seal]

And afterwards to wit on the said 7th day of October 1861
the following depositions in said cause were opened by order
of court and filed with the papers in this cause which depo-
sitions are in the words and figures following to wit

State of Illinois } In the Henry County circuit Court
Henry County } of the October Term 1861

Ellis Blackwell.

61

Maria E Blackwell
Eliza Ann Gibbs
Sarah E Gibbs
Rebecca L Gibbs
Laurella L Gibbs
and Ellen L Gibbs

vs

Russell Gibbs

In Chancery

To George W Shaw Esq Solicitor for the above named complainants

You are hereby notified that the depositions of William D Gibbs Henry R Gibbs Eleanor Gibbs Eliza Ann Gibbs Harvey VanOrder & Polly VanOrder to be used as evidence on the trial of the above cause will be taken before William L Dalrymple Esq a justice of the peace in and for said county at his office in Lemuby on Friday the 20th day of September inst to commence at 10 oclock am and continue from day to day until said depositions are fully taken

Dated Sept 4th 1861

O E Paige Sol for Defts

Service accepted this 4th day of September A D 1861

Geo W Shaw

State of Illinois
Henry County } ss

Ellis Blackwell et al

vs

Russell Gibbs
Henry R Gibbs

In Chancery
Depositions of Wm D Gibbs residents of Henry county and state of Illinois witnesses on the part of the defendants in the above entitled suit now pending in the circuit court of said county on the Chancery

Jota Hurd promised sworn and examined before W. De Dalrymple a justice of the peace in and for said County of Henry on the 20th day of September A.D. 1861 at the office of said justice in Cambridge taken by virtue of the annexed notice

Wm D Gibbs being first duly sworn deposes and says as follows

What is your name age and place of residence

My name is Wm D Gibbs age about 34 years and reside in the town of Edford Henry co Ills

How long have you resided in the place where you now reside

three years

Where did you reside in the year 1847 and where have you resided from that time up to the time of your removal to the place where you now reside

I resided in 1847 in the town of Lewis County of Essex and State of New York and continued to reside there until within the last seven years and have resided in the State of Illinois for the last seven years excepting five months in the winter & spring of 1856 & 1857 which five months I was back to my native town

Was you acquainted with John Gibbs Senior during his lifetime

I was

Was you also acquainted with Asahel Gibbs now deceased

I was

How far did you reside from John Gibbs dec'd at the time you resided in the state of New York

about eighty or one hundred rods

Do you know the farm on which he resided prior to his death and did you know the personal property of which he was possessed

63 prior to his death

I did I was as familiar with it as I was with my own fathers property

Give a description of that farm of the improvements what kind of improvements and the value of the farm at the time of the death of John Gibbs dec'd

Said farm contains about 100 acres fenced in 9 or 10 lots enclosed with board fence stone wall & rail fence Continued a small orchard A barn 30 x 40 feet a small horse barn granary corn house wood shed and a good sized dwelling house about 30 x 60 feet one story and a half high with an under ground kitchen under the west end I should value the said farm at the time of Gibbs death at one thousand dollars

State what kind of personal property said John Gibbs Dec'd was possessed of at the time of his death and the value of the same

He was possessed of Hogs (Number) Sheep horses cows farming utensils & young cattle, house furnished as well as generally of farm houses I think they would be worth six hundred dollars certain

What would be a reasonable rent for the farm and personal property as it was at the time of the death of John Gibbs

One hundred and fifty dollars annual rent

Were you acquainted with Euphemia Gibbs pr her life time and John Gibbs Jr

I was

Where did Euphemia Gibbs reside from the death of John Gibbs Sr (her husband) until her own death and at what time did she die

She resided the first two years or more that time on the farm where he died and then one year with her daughter Lucinda

64 Burpee the remainder of the time with Asahel Gibbs on the old Homestead up to the time I left the state and I suppose she remained there until her death. She dies about the last of August or first of September in 1874

Who supported Euphemia Gibbs the first three years after the death of John Gibbs Sr and how were they paid for her support She undertook to support herself the first year and carry on the farm in connection with Philander Gibbs and in the fall of the first year George Stevens took the place and took care of Euphemia Gibbs and John Gibbs Jr for the ensuing year for the use of the place State whether there were any additional rents paid for the use of the place over and above the support of Euphemia Gibbs & John Gibbs Jr for the use of the place for the two years or was there any thing in addition paid for their support over and above the rent of the place

There was nothing He was to have the use of the property for taking care of Euphemia Gibbs & John Gibbs Jr

Who paid for the support of Euphemia Gibbs the third year when she resided with her daughter and how much was paid and who had the use of the property and how much was paid for the same during that period

During the third year Asahel Gibbs had possession of the farm and Euphemia Gibbs lived with her daughter Lucinda Burpee Where has John Gibbs Jr resided from the death of John Gibbs Sr to the present time

He lived on the Homestead the first two years, after that time with Asahel Gibbs and now resides with the family of Asahel Gibbs

What was the support and maintenance of Euphemia Gibbs worth per week during the time she resided with Asahel Gibbs

One dollar and a half per week

Objected to

What has it been worth per week for the support of John Gibbs for during the time he has lived with Asahel Gibbs and his family

One dollar per week

Was you acquainted with the pecuniary circumstances of Asahel Gibbs at the time he removed from the State of New York to the State of Ills

I was not

Objected to

What did Asahel Gibbs state to you at or about the time he removed from the State of New York to the State of Illinois in reference to his pecuniary circumstances and the means he had to bring him to Illinois

He stated to me after getting ready to start that he should have the avails of the farm that he sold to lay out in land here when he got here. He had also a span of horses wagon & harness and a yearling colt He further stated that the effects from the sale of the farm there must be kept for to lay out in land here

What farm had he reference to that he said he had sold

The Old Homestead farm that belonged to John Gibbs dec'd

Do you know what personal property Asahel Gibbs brought with him to the State of Illinois and how much money did he bring

I know some of the personal property he brought but do not know how much money

How much of the personal property brought by Asahel Gibbs to Illinois was the identical property that belonged to John Gibbs Sr in his life time and how much of it was the proceeds of property owned by the said John Gibbs Sr

One side saddle formerly owned by said John Gibbs Sr, the balance of the personal property was from the sale of the effects of personal property belonging to said John Gibbs Sr

From what Source did Asahel Gibbs receive the money that he brought with him to Ills

It was the proceeds of the farm

State what you know of your own knowledge or the statements of Asahel Gibbs in reference to any goods effects or money that Asahel Gibbs brought with him to the State of Illinois other than the proceeds of the property real or personal that belonged to John Gibbs Jr Decd

He stated to me that he was bringing some dry goods of Orlando Marlett for some of his own individual property All the balance of the property he brought with him was the effects of the property of the late John Gibbs decd

Cross examination

How many acres did the farm of John Gibbs Sr contain at the time of his death

About one hundred acres

Did not John Gibbs Sr convey fifty acres of that farm to Philander Gibbs his son a short time previous to his death

Nor sir he did not

Do you know of any conveyance from John Gibbs Sr to Philander Gibbs of a wood lot a part of said farm

I do not

Do you know whether Philander Gibbs owns a wood lot adjoining the homestead farm of which you speak

I do not

Do you know of any wood lot adjoining said farm

I do

Do you know whether it was ever owned by John Gibbs Sr

I do not

Are you the son of Russell Gibbs

I am

67 Was the house on the farm of John Gibbs Sr any thing but a story and a half house with a ground kitchen dug out under one end

The house was a story and a half on the east end and a story and a half on the west end with under ground kitchen making what I call a two story and a half house on the west end

When was it built

Part of it was built before my recollection and part of it was built since my recollection when I was "a little shaver"

Where did John Gibbs Jr reside the first year after his fathers death

There on the place I think

Did he reside there the second year

I think he died

Where did he reside the third year

With Asahel Gibbs on the place excepting for a short time and remember how long a time

At what date did Euphemia Gibbs begin to reside with her son Asahel Gibbs

I cannot tell

Can you refresh your memory by recollecting the time of her sickness at her son Asahels,

I cannot from the fact that she was always infirm from the time she was attacked with the Rheumatic Palsey which was about a year after the death of John Gibbs Sr

Did that disease continue until her death

I think it did she never recovered from the effects of it

Objected to Do you know from any other source than the statement of Asahel Gibbs that any property excepting the side saddle you mentioned brought by him to this country was the proceeds of property left by his father will

I do The gray mare that was left by his fathers will he had when I went back there, he traded her to Julius Woodruff for one of the horses that he brought here and was to give ten dollars to boot this I have from Julius Woodruff himself and from the statements of Asahel Gibbs

Have you any further knowledge except from the statements of Asahel Gibbs of his bringing property to this country detained from the proceeds of his father's property

The other horse in the team he traded for with George Pooler

Do you know how much money Asahel Gibbs brought with him to Illinois

I do not

Did he ever state to you the sum

He never did

What Personal property did John Gibbs die leave

Household furniture farming utensils

What was his house hold furniture worth

I cannot tell

What other property was there

Horses cattle sheep and hogs bees and every thing farmers generally have

How many horses did he have

Three Horses

What were they worth

About fifty dollars a piece in that country

How many cattle were there

About seven or eight I think as near as I can recollect

What were they worth

I should think that on an average fifteen dollars a piece was a low estimate

How many sheep were there
about forty
What were they worth
One dollar and a half a head
How many hogs were there
I think there were three do not remember the exact number
What were they worth
Two dollars a head I should think
How many swarms of bees were there and what were they worth
I think there were five swarms as near as I can recollect, and
were worth five dollars per swarm
How many wagons were there and what were they worth
There were two wagons and were worth forty dollars
Was there any hay and grain on the place at the time of
the death of John Gibbs Sr
There was
How much hay and grain was there
I should think there was enough for a years use for his
stock and family
How many bushels of grain were there
about three hundred bushels
What kinds of grain were there
all kinds generally raised by farmers
How large a proportion of the grain was wheat
Perhaps one quarter perhaps not that
What would you think a fair value for all of said grain
I should think one hundred dollars
Was the farm well supplied with farming utensils
It was well supplied with plows harrows Scythes rakes
hoes pitchforks &c also one double harness

What were they worth
About Fifty two dollars
What was the Household furniture worth
About one hundred and fifty dollars
Was there any fruit on the place from the orchard that year
and if so how much
There was fruit, I should think about one hundred and fifty
bushels of apples
How much were they worth then
About twenty five cents per bushel
What amount of Pork Beef and other family provisions
were there on hand at the time & the value
I should think about 400 pounds of pork worth 10 cts per pound
Was there any cider or vinegar from the orchard on hand
at the time and if so how much and its value
They had about 1 bbl of cider and one of vinegar, cider
was always worth $2.00 per barrell, Vinegar $5.00 per barrel
Do you think you have enumerated all the personal property
belonging to the said John Gibbs deceased at his death
I do
The articles you have stated amount to $ 787.00 Whence do
you derive your impressions that they were worth only $600
I was called upon to give the value of all the personal property
over head without enumerating every identical thing I
there put it at a low estimate at $600
In your valuation of the real estate were you also careful
to make a low estimate
I made that from his own statement of his opinion of the
value of it in a conversation with Sullivan Burpee a short
time before his death

71

What in your own opinion was the value of the farm at the time you left New York in 1834

One hundred dollars

Re-direct

How much had the farm depreciated from the time of the death of John Gibbs Sr until the time of your leaving New York in 1834

One Hundred dollars

Have whether Asahel Gibbs kept the farm in as good state of repair as John Gibbs Sr did during the time he said Asahel occupied it

He did not

Wm D Gibbs

Henry R Gibbs being first duly sworn deposes and says as follows

What is your name age and place of residence

My name is Henry R Gibbs age 24 years & reside in the town of Essex Essex Co Ills

Are you acquainted with parties complainants & defendants in this cause

I am

Are you acquainted with one John Gibbs Jr the son of John Gibbs Sr formerly of the town of Lewis county of Essex in the state of New York if so how long have you known him where does he now reside & what is his mental condition

I am acquainted with John Gibbs Jr and have been for about fifteen years he now resides in the town of Essex Essex Co Ills and has an idiot

Was you acquainted with Asahel Gibbs in his life time

Iowa

State what if any conversations you have held with Asahel Gibbs and what conversations have you heard Asahel Gibbs and Russell Gibbs in reference to the purchase by Asahel Gibbs of Russell Gibbs of forty acres of land in the town of Eckford Henry Co Ills

Asahel Gibbs said he would like to have a small piece of land about forty acres was all that he would want He said that he would like to have a certain forty which we were riding by which he pointed out and said that would suit him very well, Which forty acres was on the North East corner of my fathers farm, My father Asahel Gibbs & myself met together, My father commenced the conversation by telling what I had told him My father told him (Asahel) what I had said About Asahel wanting a piece of land and my father said that he would let him have it and gave him the terms He said that he would let him have the land at what it cost him Asahel then replied that Russell could not afford to do that Russell then told Asahel that he did not care that he considered it as making a home for John Gibbs Jr, Russell then told Asahel what the terms were and what he had cost him which was three dollars per acre Asahel replied that was cheap enough, Russell then turned away and left myself and Asahel standing alone Asahel then told me he felt better as the money or property money I believe he said belonged to John Gibbs Jr he felt anxious to secure a home for said John Gibbs Jr before the money was all used up because he (Asahel) said that he was living on Johns money I says to him It does not all belong to him does it Did not you own that house and lot He said yes but

73 it took more than that to bring us out here It was raining
then and he got on his horse and went home
What house and lot had you reference to in your last answer
as being owned by Asahel Gibbs
The house that was near the old place that he lived in before he
went on to the old place
Do you know the personal property that Asahel Gibbs was
possessed of at the time of his death if so state what property
it was
I do He was possessed of two cows & two calves two horses
(1 horse & 1 mare) one light wagon one set of double harness
one or two pigs and a small quantity of house hold furniture
Did he have any plow
He did have a plow but it did not belong to him He bought
it and gave his note for it and could not pay for it and I
understood that the plow was taken back
Did he have any wheat corn or hay or other produce of the farm
if so how much and where was it raised
He had 5 or 6 acres of sod—corn and it seems to me as
though he had a small piece of corn somewhere else but
cannot tell how much as to other crops I do not recollect
State what personal property possessed by Asahel Gibbs was
owned by him in his own right at the time of his death
I think he owned nothing in his own right
How much of the personal property possessed by Asahel Gibbs
at the time of his death was the identical property that formerly
belonged to John Gibbs Sr and how much of it was the proceeds
of the property formerly owned by John Gibbs Sr
There was none of it the identical property but it was all the
proceeds of said property

74 Were there any beds or bedding that formerly belonged to John Gibbs Sr if so how many and how much
There was some beds and bedding but cannot tell how many or how much
State your means of knowing that said property was the proceeds of property formerly owned by John Gibbs or Asahel Gibbs told me that it was
State when and where he told you
It was at our place in Edford in this county a few days after he came to this county
State when and where the conversation was held in reference to the real estate of which you testified
It was in August or September of the year that he moved to this county and said conversation was held in Edford Henry county Ills
Was you present at a conversation between Asahel Gibbs & Russell Gibbs in reference to Asahel Gibbs receiving a deed for that forty acres of land if so state what that conversation was
I was Russell told Asahel he would give him an order to get the deed Russell gave the order but Asahel did not get the deed
Was you present at a conversation held between Asahel and Russell Gibbs in reference to Asahel receiving a deed for that forty acres of land after Russell had received his deed for the same from Y P Brown if so state what that conversation was
I was They talked about having the land in a different shape than as a square for the purpose of getting a building place for Asahel Asahel did not use the building place, Russell told Asahel that the other fellow said that it spoiled it for him and if he (Asahel) would let him (Russell) have the land back he Russell) would do so and let him (Asahel) have a forty in

75 a Square, Russell told Asahel that he (Russell) would go to J P Brown and get the deed for the whole quarter and he Russell) would then give him (Asahel) a deed for the forty in a square And Asahel told Russell to do so

Afterwards Asahel came to my fathers and was a little out of humor and said to Russell he had no business to get the deed Russell says to Asahel Did not you tell me to get the deed Asahel says to Russell "yes" but I did not think it was agoing to take my house Russell says to Asahel I dont want your house I have not give you the deed yet and I will let the land come further even six rods or enough to take in your house or any way to suit you

Objected to Was you present at a subsequent conversation between Asahel & Russell Gibbs wherein Russell Gibbs offered to deed to Asahel Gibbs this forty acres of land as a trustee if so give that conversation

I was Asahel asked Russell if he was ready to give him a deed Russell told Asahel that he would give him a deed if he Asahel would give bond for Johns Maintainence Asahel told Russell he guessed he could support him without bonds Russell told Asahel that he did not dispute but what he could but your wife says if you die (which she thinks you will) she will throw John on to the county

Did you hear an offer in this last conversation by Russell Gibbs to deed the land to Asahel Gibbs as a trustee without conditions

I think I did not

Do you know of any dealings between Russell Gibbs & Asahel Gibbs after Asahel Gibbs came to the state of Ills

I do

State what that dealing was and how the account stood at

the time of Asahels death

It was a horse trade they traded one colt for another and Russell gave Asahel $120 to boot the boot money was paid and all squared up I think their accounts were square

Who made this horse trade what was the boot to be paid in and how was it paid

I changed the horses I made the trade with Asahel the boot was to be paid in grain and timber and such things as he wanted & use that we had to sell and it was so paid

State whether the horse you received of Asahel Hubbs was a part of the proceeds of the property formerly owned by John Hubbs Sr

It was

Cross - Examination

How do you know that this colt was the proceeds of the property of John Hubbs Sr

Asahel told me it was

When did he tell you so

When he came to the country

How old was the colt at the time of the trade

He was two years old

When was this trade

In October or November of the year he came to the country

How much was the colt worth which your father gave in trade for said colt

Eighty dollars

At what price did your father take Asahels colt

At two hundred dollars

Did you see the Articles paid which were to be paid in accordance with the bargain

I did

77 When were they paid and what were they

Some in the winter and some in the Spring in grain and lumber and such articles some in work, the grain was corn and wheat

How much corn and how much wheat

I do not recollect

Did you see it delivered

I did

Where

at his place (Casabel) where he lived

How much lumber was paid

I did not measure it

Did you see the lumber delivered

I did

Where

On the forty acres that is the most of it Some of it was taken to the place where he lived before he went on to the forty

When was it delivered on the forty acres

In the winter and spring after he Casabel came here

Do you mean the next Spring after he came here

I do

What amount of work was done to pay for this colt and by whom was it done

There was forty rods of fence built by my father my brother in law and myself

What was that reckoned at

I do not remember

Do you remember any other item that was paid

I do not

Since you do not remember the value of any of the items

How do you know that they all amounted to one Hundred and twenty dollars

Because the settled and squared all up and ten dollars over in favor of Russell Gibbs but it was called square.

Were you present at the settlement

I was not present at the settlement

How do you know what you have stated about it

I know it because they had told me and because I saw the accounts myself

Who had told you

My father told me, and I think the man told me that was with him, a man named Somers

Have you any knowledge except what your father and Somers told you of the settlement

I saw the accounts myself

Did you ever hear Asahel say that your fathers account was correct

I did not

Do you know of your own knowledge that there was any settlement

I do if I can take another means word for it

At the time of Asahels death did your father owe him any thing as a trustee of John Gibbs Jr the eldest

He did not

How do you know

Because my father said so.

When did he say so

He said so several times I heard him say so 6 yrs ago and have heard him say so since then

What property did Asahel bring to Illinois

He brought three head of horses double wagon double harness one bureau some dishes clothing

What were those horses worth?

79 One was worth $200 and one more was worth $100 and the other horse was worth about $80.

What was his wagon and harness worth

Wagon & harness worth about $30.

What was the Bureau worth

I cannot tell

What was the value of the rest of the personal property

Perhaps about twenty dollars

Do you know how much money he brought with him to Ills

I do not

How do you know that these horses were the proceeds of your Grand fathers property

The Horses that was on the place when Grand father died he bought (at least he told me he did) for these horses with the exception of the colt the colt was foaled by the mare that was on the place at the time my Grand father died

How old were you when you left New York

Seventeen years old

When you left New York did Asahel Gibbs own the horses left by your Grandfather or any of them

He owned one the gray mare

Re-direct

Objected to What was the real value of the forty acres of land at the time it was sold

It was worth at least $10, per acre

Henry R Gibbs

State of Illinois }
Henry County } ss. I W L Dalrymple a justice of the Peace of the said county do certify that the above and foregoing depositions were taken by me at the time and place mentioned

80 in the caption thereof that the said Witnesses were first duly sworn and that the said depositions were first carefully read to the said witnesses and then signed and sworn to by them before me Given under my hand and seal this 24 day of September A.D 1861

W. L. Dalrymple J.P. (Seal)

And afterwards to wit on the 14th day of October 1861 aforesaid. the following depositions were opened by order of court and placed on file with the papers in this cause, which depositions are in the words and figure following

State of Illinois
County of Henry } ss The People of the State of Illinois

To James Steele a Justice of the Peace of the County of Essex in the state of New York Whereas it has been represented to us that John G Spaulding Betsey Spaulding Chauncey Lee Rowland Nichols Alanson Wilder Julius Woodruff George Stevens Alonzo Wescott & Chauncey Kellogg are material witnesses in a certain cause now depending in our circuit court in and for the county of Henry aforesaid between Ellis Blackwell alias Plaintiffs and Russell Gibbs Defendant and that the said witnesses reside at the County of Essex in the state of New York aforesaid without the said state of Illinois and that their personal attendance cannot be procured at the trial of the said cause Now know ye that we in confidence of your prudence and fidelity have appointed you Commissioner to examine the said witnesses and do therefore authorize and require you to cause the said witnesses to come before you at such time and place as you may therefor designate and

appoint and diligently to examine the said witnesses on the oath or affirmation of the said witnesses by you first duly in that behalf administered and faithfully to take the depositions of the said witnesses upon all interrogatories enclosed with or attached to these presents both on the part of the said plaintiffs and of the said defendant and same thereto and the same when taken together with this Commission and the said interrogatories to certify into our said circuit court with the least possible delay

Witness Amos Gould Clerk of our said court and the seal thereof at Cambridge in said county this sixth day of July A.D. 1861

Amos. Gould Clerk

Read Ry. Ed S Bond Deputy

Interrogatories

Interrogatories to be propounded to witness to be produced sworn & examined before James Slater a Justice of the peace in & for the county of Essex State of New York by virtue of a Dedimus Potestatem issued from the office of the Clerk of the circuit Court in & for the County of Henry & State of Illinois and directed to the said Justice whereby the said Justice is commanded to take the testimony of John C Spaulding Betsy Spaulding, Chauncey Lee Rowland Nichols Clauson Wilder Julius Woodruff George Stephens Alonzo Westcott & Orlando Kellogg residents of the said County of Essex & State of New York in a certain cause now pending before the circuit court in & for the county of Henry & State of Illinois in the Chancery side thereof wherein Ellis Blackwell Maria E Blackwell, Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen L Gibbs are complainants and Russell Gibbs is respondent

82

Interrogatories to John C Spaulding

Int 1st What is your name age place of residence & occupation ?

Int 2d Do you know the parties to this suit or any or either of them ?

3d Were you acquainted with one John Gibbs of Lewis Essex Co New York who died about February 1847 & if so were you acquainted with his pecuniary circumstances at the time of his death ?

4th Were you acquainted with the farm on which he lived up to the time of his death if so. State what improvements were on said farm at said time of his death ?

5th State whether or no the said farm was good & fertile land and valuable for agricultural or other purposes ?

6th What in your opinion was the value of said farm at the time of the death of said John Gibbs ?

Objected to

Objected to 7th & 8th What in your opinion was its value during the next ten years. What rent would ordinarily be paid for the said farm or for a farm of the said description during the interval between 1847 & 1857 ?

9th Were you acquainted with one Euphemia Gibbs widow of the said John Gibbs ? If so what opportunities had you of seeing her during such time as She lived after the death of her said husband

10th Where during such time as she survived her said husband was her place of residence and how near to your own ?

11th Is the region in which you reside a thickly settled village or a farming district ?

Objected to

12th With whom did the said Euphemia Gibbs reside from the death of her husband until her own death ? If at different places State to the best of your recollection the time she resided at each of said places and the time of her death ?

13th Were you from 1847 to 1857 acquainted with one Asahel Gibbs son of said Euphemia Gibbs and with his family If so how

Objected to

83 how long had you known said Asahel Gibbs & family previous to 1847 ?

14th State the place of residence of said Asahel Gibbs previous to the
Objected to death of his father and the place or places of his residence from that
time onward until his removal from the state of New York ?

15th State during what time the said Euphemia Gibbs resided with
the said family of said Asahel Gibbs ?

16th State whether or no she enjoyed good health during that time ? and
if not how long she was sick ? and if sick any portion of the time
how long if at all she was entirely disabled by sickness from
taking care of her own person & apparel ?

17th State whether or no the said Euphemia Gibbs was during the
Objected to said sickness in her right mind and if not whether or no she
was at any time disorderly or indecent and whether or no she
was neat in her personal habits and whether or no she required
restraint and whether or no she was easily restrained from
filth & disorder ?

18th During said time who clothed and otherwise cared for the
said Euphemia Gibbs

19th State what sum per week it was in your opinion worth to board
Objected to & care for the said Euphemia Gibbs during the time of her sickness
and at other times ?

20th State whether or no she received medical attention during any
portion of her residence with her said son and if so how long ?

21st Were you acquainted with one John Gibbs an idiotic brother
of said Asahel Gibbs if so how long were you so acquainted with him

22 Where did the said John Gibbs reside after the death of his
father and until his removal from the state of New York

23d During that time who clothed & otherwise boarded & cared for
the said John Gibbs ?

24th State whether or no the said John Gibbs was disorderly & troublesom

84

25th Interrogatories to be propounded to Betsy Spaulding

1st What is your name age & place of residence & how long have you resided there

2d Do you know the parties to this suit or any or either of them?

3d Are you the wife of John G Spaulding the witness just examined?

4th State whether or no you were acquainted with Euphemia Gibbs the

28th Were you acquainted with the pecuniary circumstances of Asahel Gibbs previous to the death of her father John Gibbs? If so state what property he owned before that event & in what it consisted and what in your opinion was its value?

Objected to

29th Were you acquainted with the pecuniary circumstances of Asahel Gibbs at the time of his removal from the state of New York? If so state what property he then owned in his own right and independently of anything held by him as trustee for the said idiot John Gibbs and what in your opinion was the value of the said property so owned by him in his own right?

Objected to

30 Do you know of any other matters or things touching the matters in question in this cause which may tend to the benefit of said complainants if so set forth the same fully and all the circumstances and particulars thereof to the best of your knowledge & recollection as if fully interrogated?

26th State whether it was worth more or less to board & care for the said John Gibbs than to entertain an ordinary boarder?

27th State what per week it was in your opinion worth to board & care for the said John Gibbs and what was the value of the amount of clothing which the said John Gibbs used yearly?

Objected to

23d State what were his habits as to neatness - and whether or no he was capable of assisting in any way in taking care of himself?

24th State whether or no he needed watching & attention?

8th Mother of Asahel Gibbs from the death of John Gibbs her said husband
until her own death

8th Where did she reside during said time if at different places state
to the best of your recollection the length of time she resided in each
place and particularly how long if at all she resided with her son
Asahel Gibbs

6th State whether or no you were so situated as to have frequent op-
portunities of observing the domestic affairs of the family
Objected to of Asahel Gibbs from the death of John Gibbs his father until his
removal from the state of New York and how near you lived to
the said family during that time or any portion of the same?

7th State whether or no the said Euphemia Gibbs enjoyed good health
during the time of her residence with Asahel Gibbs If not during
what portion of the time she was sick

8th State whether during such sickness or during other times previous
to her residence with Asahel Gibbs the said Euphemia Gibbs was
in her right mind and if not whether she was at any time disorderly
or troublesome in her habits?

9th State whether during the said sickness or any portion thereof she
was capable of taking care of her person & apparel and whether she
was more or less troublesome at other times than an ordinary boarder

10th State whether during her residence with Asahel Gibbs she clothed herself
or was provided with clothing by the said Asahel Gibbs

11th State what in your opinion was the value of her clothing during
Objected to such time as she resided with Asahel Gibbs

12th State what per week in your opinion was the value of her board
Objected to and of the care and labor bestowed upon her by the family of the
said Asahel Gibbs

13th Were you acquainted during the interval between the Spring
of 1817 and the Summer of 1857, with one John Gibbs an

86 idiot son of the said Euphemia Gibbs If so when did he reside during that time & with whom?

11th State whether or no he was disorderly or troublesome or filthy in his habits & whether he requires care and watchfulness?

15th State whether the said John Gibbs was more or less troublesome than an ordinary boarder and what in your opinion it was worth per week to board and take care of her during that time?

Objected to, 16th What in your opinion was it worth yearly to keep him in clothing?

17th Do you know any other matters or things touching the matters in question which may tend to the benefit of the said complainants therein? If so state the same and all the circumstances as fully as if parliamentary questions?

Interrogatories to be administered to Chauncey Lee

1st What is your name age occupation & place of residence and how long have you resided there?

2d Were you acquainted with one John Gibbs of Essex Co N.Y. who died about February A.D. 1847

3d Were you acquainted with a farm occupied by him at the time of his death

4th Shew what if any improvement there were on the said farm at the time of the death of the said John Gibbs and their value

5th State whether any improvements were put upon the said farm by Asahel Gibbs after the death of his father and what was their value and character?

6th Shew what was the value of said farm at the time of the death of John Gibbs Senior

Objected to, 7th What was the value of said farm during the ensuing two years

8th What was its value at the time of the removal of Asahel Gibbs from

Objected to the State of New York

x1

9th What crops would said farm produce with reasonable & ordi-
Objected to nary culture and what would be the average market value
of the produce of said farm?

10th What would be a reasonable & ordinary rent for said farm?

11th Do you know of any other matter or thing touching the above
cause which may tend to the benefit of the said complainants
or any or either of them If so set forth the particulars fully
as if specially interrogated?

Interrogatories to be propounded to Rowland Nichols

1st What is your name age occupation & place of residence and
how long have you resided there

2 Were you acquainted with one John Gibbs of Lewis in Essex co
New York who died about February 1847

3 Were you acquainted with the farm occupied by him at the time
of his death? if so state the character of said farm? and of the
soil and improvements and whether the said farm was valuable
for agricultural or other purposes?

4th State what if any improvements the said John Gibbs left on the
said farm at the time of his death and their value also what
improvements if any were afterwards upon said farm by Asahel
Gibbs his son and the value of said improvements?

5th What was said farm worth in your opinion during the interval
Objected to between 1847 and 1857

6th What would have been a reasonable yearly rent during said
period for said farm

7th Were you acquainted with Asahel Gibbs during the interval between
1847 & 1857 if so state what was his occupation during that time?

8th Were you acquainted with his pecuniary circumstances If so
Objected to state what he was in your opinion worth who he left to state of

88 New York independently of any property held by him as a trustee of his idiotic brother John Gibbs ?

9th State whether during the interval between 1847 & 1857 the said Asahel Gibbs had under his care and maintained his brother John Gibbs the idiot and if during a portion only of that period how long to the best of your recollection ?

10th State whether or no the said idiot was troublesome filthy or disorderly in his habits ?

11th Whether or no the said idiot was capable of taking care of his own person clothes or room ?

12 Whether or no the said idiot required any considerable amount of care over & above what would be bestowed on an ordinary boarder ?

13 What would in your opinion the board of said idiot be worth per week at the time and in the condition in which you knew him at the residence of Asahel Gibbs ?

14 Do you know any other matters or things touching this cause which may tend to the benefit of the complainants if so state them fully & in detail ?

Interrogatories to be propounded to Ulengo Westcott

1st What is your name age occupation & place of residence and how long have you resided there ?

2 Were you acquainted with one Asahel Gibbs who left the county of Essex & State of New York in 1857 if so how long had you known him ?

3 Did he at that time own any real estate in his own right and for what he was not a trustee ? If so what was the value of said real estate and what disposition did he make of the same

4 State how long previous to 1857 the said Asahel Gibbs had owned said real estate or if unable so to do State whether he owned the same previous to the year 1847

89 5th State whether or the time of said removal the said Asahel Gibbs
Objected to owned any personal property independently of property held
by him as a trustee of one John Gibbs his idiotic brother if so to
what amount in your opinion of what value?

6 Do you know of any other matter or thing touching this cause
which may be of advantage to the complainants?

Interrogatories to be propounded to Alanson Miller

1st What is your name age occupation & place of residence and
how long have you resided there?

2 Are you acquainted with the parties to this suit or any or
either of them

3 Are you acquainted with the farm formerly owned by John Gibbs
Senior and occupied up to 1837 by Asahel Gibbs? If so state the
character and quality of said farm and whether it was a
piece of land of any considerable value and if so for what
purpose was it chiefly valuable?

4th Do you know the character of the soil of said land? if so what was it
5th State whether during the interval between 1847 and 1857 Asahel
Gibbs had the care of his idiotic brother John Gibbs If so how
long to the best of your recollection?

6th Whether or no the said idiot assisted in taking care of himself
or whether he required more watchfulness care or attention than
would be bestowed on an ordinary boarder?

7th What in your opinion was it worth to board him to board him
Objected to during the week and what would his clothes be worth yearly?

8th Do you know of any other matters or things which may be of benefit
to the plaintiffs in this cause

90 Interrogatories to be propounded to Julius Woodruff

1st What is your name age occupation and place of residence and how long have you resided there

2 Do you know the parties to this suit or any or either of them?

3 Are you acquainted with the farm occupied by John Gibbs formerly of Lewis Essex Co N.Y. who died about February 1847

4th What improvements were left on said farm by said John Gibbs and what was the value of the farm at the time of his death

5th What improvements were put upon the said farm by said Asahel Gibbs and how long did Asahel Gibbs reside on said farm and what use did he make of said farm?

6 What was the value of said farm when sold by Asahel Gibbs? (pertains to)

7 What would have been a fair yearly rent for said farm when occupied by Asahel Gibbs

8 Do you know whether at any time the said Asahel Gibbs boarded & cared for his mother Euphemia Gibbs and his brother John Gibbs the idiot if so state during how long a time

9 Do you know anything about the circumstances or habits of Euphemia or John Gibbs which them more or less troublesome than ordinary boarders If so state fully?

10 What in your opinion were the board & clothing of Euphemia & John Gibbs worth per week during the time they boarded with Asahel Gibbs? (pertains to)

11th Were you acquainted with the pecuniary circumstances of Asahel Gibbs at the time of his departure from New York in 1857 if so what in your opinion was he worth at that time independently of any property received from his father for the support of his mother & brother

12th Do you know of any other matter or thing which may tend to the advantage of the complainants in the above cause

Interrogatories to be propounded to George Stephens

1st What is your name age occupation and place of residence and how long have you resided there

2d Do you know the parties to this suit or any or either of them if so how long have you known them

3d Do you know the farm which once belonged to John Gibbs Senr of Essex co N J if so how long have you known it

4th Did you ever occupy said farm as the tenant of Asahel Gibbs if so on what terms and for what length of time, and what was the amount of the rent which you paid if estimated in money

5th What in your opinion would have been a reasonable money rent for the said farm during the interval between 1847 & 1857 Objected to

6 What in your opinion was the value of said farm during the year 1857

7 Do you know of any matter or thing which may be of benefit to the complainants in this cause

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Interrogatories to be propounded to Orlando Kellogg

1st What is your name age occupation and place of residence and how long have you pursued the said occupation and resided in said place

2 Do you know any of the parties to this suit

3 Were you consulted during the year 1857 as an attorney by Asahel Gibbs of Essex co N J. concerning his power under the will of his father John Gibbs to dispose of the farm which he then occupied & and if so what opinion did you express as to his power under the said instrument by the laws of New York to sell said farm? Objected to

4th Do you remember of the same opinion Objected to

5th Do you know of any other matter or thing which may tend to the advantage of the complainants in this cause if so state fully as if interrogated Objected to

92 State of Illinois } ss
Henry County } Circuit Court October Term 1861

Ellis Blackwell Maria E Blackwell
Eliza Ann Gibbs Sarah E Gibbs
Webster C Gibbs Laurella C Gibbs } Chancery
Ellen L Gibbs
vs
Russell Gibbs } Notice of taking Depositions

To O E Page Esq Solicitor of Defendant

Dear Sir, I hereby inform you that on Saturday the twelfth day of July 1861 between the hours of 10 AM & 5 PM I shall appear at the office of the clerk of the circuit court in & for the county of Henry & State of Illinois for a writ of Dedimus Potestatem to be issued under the seal of the said circuit court and directed to James Steele a justice of the peace in & for the county of Essex & State of New York authorizing him the said justice to take the testimony of John G Spaulding Betsey Spaulding Chauncey Lee Rowland Nichols Clemson Merbett and Orlando Kellogg residents of the said county of Essex and state of New York and witnesses for the above complainants in the above cause upon the interrogatories herewith enclosed At which time and place you may if you think fit attend and file cross interrogatories Geneseo June 21st 1861

Geo W Shaw Sol of compls

I hereby acknowledge service of the within notice and interrogatories by copy on this twenty ~~third~~ fifth day of June 1861

O E Page
Solicitor for Defs

93 State of Illinois } In the Henry county circuit Court to
Henry County } the Oct Term 1861

Ellis Blackwell etal
vs
Russell Gibbs } In Chancery
Cross interrogatories to be exhibited
to John G Spaulding Betsy Spaulding Chauncey Lee Rowland
Nobel Clauson Walter Julius Nordruff George Stephens
Alonzo Bartlett and Witnesses to be produced sworn and
examined before James Steele on the part of said complain-
ants under a commission for that purpose to be issued
out of the office of the Clerk of the said circuit Court on the
6th day of July A.D 1861

Cross interrogatories to be exhibited to John G Spaulding

Cross Inter 1st
to 3d direct int

Cross int 2d
to 3d direct int

Cross int 3d
to 4th direct int

How long had you been acquainted with John Gibbs deceased previous
to Feb 1847 and when did you first form his acquaintance
What means of information had you of the pecuniary circumstances
of John Gibbs deceased at and before the time of his death
State whether or no at the time of the death of John Gibbs deceased
there was a dwelling house on said farm and state the size of said
house on the ground the heights of the same how many rooms it con-
tained the style of finish, how many barns were there on the
farm what were their size and heights of the same of what
materials was it composed and how finished, What other
buildings were there on the place, give the size and dimensions
of each State the number of rods of fence on the farm and
the kind of fence whether whole or half wall and the number
rods of each and the number of rods of any other fence if any
and into how many lots or fields was said farm divided

Cross int 4th
& 5th direct

What had been your occupation previous to the time of the death of John Gubbs Senr and were you acquainted with agricultural business and were you a good judge of the different kinds of land and were you a judge of the productive qualities of land State your experience fully

Cross int 5
th 6 direct

What was the value of the dwelling house on said farm at the time mentioned in the 5th interrogatory and what was the value of the barn or barns and each of the other buildings, what was the quality of the well and other fences on said farm and the value of the same per rod and what other improvements were then on said land and what was the value thereof and what was the value of the land per acre aside from the improvements and what number of acres were there in said farm

Cross int 6
th 11 direct

State whether the said Emphemia Gubbs lived at one place all of the time from the death of her husband until her own death if not at home how many places did she reside and what was the distance from your residence to each place where she resided

Cross int 7th
to 12 direct

Did the said Emphemia Gubbs reside any portion of the time referred to in the 12 interrogatory with Stephens Burpey and with George Stephens if so how long did she live with each and in what years and in what parts of years did she live with each and who took care of her during those periods of time

Cross int 8
th 10th direct

State when the said Emphemia Gubbs first commenced residing with the said Asahel Gubbs, in what year and months was it and did she continue to live with said Asahel from the time she first commenced to live with him until her death if not state particularly the year and the months or months that she was absent from said Asahel as near as you can

Cross int 9
th 11 direct

In what year and about what month was the said Emphemia Gubbs first taken sick after the death of her husband and

with whom was she then residing and how long did that sickness continue

Cross Int 10 to 10 direct — Was the said Euphemia Gibbs sick any portion of the time that she lived with Asahel Gibbs if so in what year and about what month was she taken sick and what was the nature and character of that sickness

Cross Int 11 to 11 direct — State your means of knowledge in reference to the various subjects of inquiry contained in the 11 direct cross interrogatory (State whether you have seen any indecent exhibitions of the person of the said Euphemia Gibbs) and give us if you please your means of information in reference to her personal habits with respect to her neatness and particularly your means of knowledge in reference to the last clause of said interrogatory

Objected

Cross Int 12 to 12 direct — How much clothing was actually furnished by Asahel Gibbs for Euphemia Gibbs during the time she lived with Asahel and at what times was it furnished and what was the clothing so furnished

Cross Int 13 to 13 direct — How and in what manner do you estimate the price of her board per week and what is the basis of your calculation and for how much time do you estimate her boarded during the time of her sickness and how much time do you estimate her board as at other times

Cross Int 14 to 20 direct — Who was her medical attendant and was he a regular practicing physician

Cross Int 15 to 21st direct — When did you first form an acquaintance with John Gibbs the electic brother of the said Asahel Gibbs and how extensive and intimate was that acquaintance

Cross Int 16 to 23 direct — State what amount and what articles of clothing was commonly used by John Gibbs & during the winter season

and also during the summer and did he use as much clothing as other men of his age

Cross int 17 to 23 direct

State the quality of said clothing and whether made of new materials or were they made wholly or in part of old materials and if in part of old material what part or portion was so made

Cross int 18 to 20 direct

What kind of food was furnished by the said Asahel Gibbs for the said John Gibbs Jr and what kind of diet has the said John Gibbs Jr been accustomed ~~to~~ to since your first acquaintance with him state whether it has been a coarse kind of diet that he generally used and particularly during the time he lived with his brother Asahel state also whether he used any of the luxuries in common use and whether any such were furnished him by his brother Asahel and state also whether he required as much food as ordinary persons

Cross int 19 to 27 direct

How and in what manner do estimate the worth of the board of John Gibbs Jr per week and what is the basis of your calculations and what items do you take into consideration

Cross int 20 to 28 direct

How long had you been acquainted with Asahel Gibbs previous to the death of his father in Feb 1847 and what were the means of your knowledge of his pecuniary circumstances, what knowledge have you of his having owned any property and by what means do you determine its value at that time

Cross int 21 to 24th direct

State your means of information in reference to the pecuniary circumstances of Asahel Gibbs at the time of his removal from the State of N.Y. how much had he on hand at the time of his removal and what was that money the proceeds of was it the proceeds of the sale of the farm formerly owned by his father or was any portion of it such proceeds if so what part, was any portion of the same the proceeds

2.5

Objected to

of the sales of personal property formerly held by him in trust under the will of his father or from what sources did he receive the money and what other property had he at that time and by what means did he acquire it

Cross int. 22 & 29

State whether the said Asahel Gibbs had any money goods chattels or effects at the time of his removal from the state of N.Y. except such as was the property that was advanced to him in trust by his father or was the proceeds or natural increase of said property

Cross int 23 & 30 direct

State what relationship exists between you and Eliza Ann Gibbs the widow of Asahel Gibbs one of the complainants in this suit

Cross int 24

How many and which of your answers to the direct interrogatories were given upon your own information and knowledge and how many and which of said answers were given on the information received from others

Objected to

Cross interrogatories to be exhibited to Betsy Spaulding

Cross int 1 to 4th direct

State when you first formed an acquaintance with Euphemia Gibbs and how often did you see her from the death of her husband until her own death and how far from her did you reside during that period of time

Cross int 2 to 5th direct

State whether Euphemia Gibbs at any time after the death of her husband lived with one Stephen Burpee if so when did she go to reside with him and how long did she remain did she live with one George Stephens any portion of that time if so how long and when did she go to live with him

Cross int 8 to 7 direct

In what year was the said Euphemia Gibbs sick during the time of her residence with Asahel Gibbs and what was the nature and character of her sickness and how long was she unable to help herself

Cross int 4 to 6 direct

Do you know of your own knowledge that Asahel Gibbs or his family were put to any extra trouble in consequence of any imbecility of mind in the said Euphemia Gibbs during the time she resided with him if so state particularly all the circumstances in relation thereto and give the time when it occurred

Cross int 5 to 10 to direct

State whether the said Euphemia Gibbs was of industrious habits and whether she performed a large amount of labor during the time she lived with Burpee and Stephens and did she not furnish a large amount of her clothing and pay for the same out of her own earnings and state particularly what articles of clothing if any was furnished and paid for by Asahel Gibbs for the said Euphemia Gibbs of your own knowledge and state the quality of the clothing so furnished

Cross int 6

State if you know the amount of clothing that the said Euphemia Gibbs had on hand at the time of the death of her husband what did it consist of what was it value and how long did that clothing last and how soon after the death of her husband did it become necessary for her to have an additional supply of common wearing apparel

Cross int 7 to 14

State whether John Gibbs Jr received from the hand of Asahel Gibbs or his family any extra care or watchfulness and state your means of knowledge

Cross int 8 to 14

State what kind of diet was furnished by Asahel Gibbs for John Gibbs Jr and state if the said John Gibbs Jr has not always used very few varieties of food and that of the coarsest and cheapest kinds and did he use any of the common luxuries and did he use a large quantities as other persons of his age

Cross int 9 to 16 direct

State what kind and how much clothing did John Gibbs Jr use during the winter season and how much during the summer

season during the time he lived with Asahel Gibbs and what kind of clothing was furnished for him by Asahel Gibbs what was its quality, was it made of new or old materials and state particularly how you estimate the yearly expense and the basis of your calculation

Cross int 10 How many and which of your answers to the direct interrogatories were given upon your own information and knowledge and how many and which of them were given upon information received from others

Cross interrogatories to be exhibited to Chauncey Lee

Cross int 1st & 2 direct How long had you been acquainted with John Gibbs deceased prevoius to Feb 1847 and when did you first make his acquaintance

Cross int 2 & 3 direct How long had you known the farm of John Gibbs deceased before his death and how far did you reside from said farm and how far have you resided from the same since his death

Cross int 3 & 4 direct Was there a dwelling house on the farm of John Gibbs deceased at the time of his death if so state its size and height how many rooms in said house above and below of what kind of material and what was the finish of said house and what was its value State how many barns and the size of each and the value thereof and what other buildings on said farm, give the size and value of each how many rods of fence on said farm what kind of fence whether whole or half wall or wood fence and the number of rods of each and the value of each kind per rod how many lots or fields were said farm divided into and what was the value of the land aside from the improvements

State what kind of improvements were placed on said farm by Asahel Gibbs and when they were put upon said farm how and in what manner were said improvements paid for and did he pay for the same out of his own means that he held in his own right or did he pay for the same out of property or funds belonging to the estate held by him in trust under the will of his father or did the funds arise from the sales of any such property or the sale of any of the increase of said property or the produces of the farm

In what state of cultivation was the farm ~~of~~ the said John Gibbs deceased at the time of his death and was the farm kept up as good state of cultivation during the time it was occupied by Asahel Gibbs

State whether John Gibbs deceased left any other property aside from his farm if so how much state if he left any horses cattle sheep hogs farming utensils household furniture or any other personal property if so how many of each kind of live stock and their value what kind of farming utensils and their value how much household furniture and its value how much other personal property not enumerated and the value thereof and was the property left by John Gibbs deceased on his farm and has it since been kept on said farm and what was a fair yearly rent of the farm with all the buildings and other improvements together with the use and natural increase of the stock and the use of the farming utensils furniture and other property left by John Gibbs deceased on said farm

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Cross interrogatories to be exhibited to Rowland Nichols

Cross int 1

How long had you been acquainted with John Gibbs deceased previous to Feb 1847 and when did you first make his acquaintance.

Cross int 2
to 3 direct

How long had you known the farm of John Gibbs deceased before his death give a description of the farm the number of acres it contained how far from the nearest village and what village does it lie near

Cross int 3
to 4

State whether there was a dwelling house on said farm at the time of the death of John Gibbs deceased its size dimensions and value how many barns and other buildings there size and value how much fence the kind and quality the number of rods of each kind and the value of the same per rod state the value of the land aside from the improvements

Cross int 4
to 4 direct

What kind of improvements if any were put upon the farm of John Gibbs deceased by Asahel Gibbs when were the put on to said premises and were the improvements put on said farm by Asahel Gibbs lasting and valuable improvement or merely for repairs Who paid for said improvements and were said payments made in property or money, if in property was it property or the increase of property held by him in trust under the will of his father if in money was it the proceeds of the sales of any of the property held by him in trust or was it the proceeds of the sales of any of the increase of said property or the products of the farm or was said payments made with property or money held and owned by Asahel Gibbs in his own right independent of the trust property or the proceeds thereof

Cross int 5th
to direct

What was the state of cultivation of said farm at the time of the death of said John Gibbs and was said farm kept in equally as good state of cultivation during the time it was occupied by Asahel Gibbs

Cross int 6
to 6 incl
Objected to

State whether John Gubbs deceased left on his farm at the time of his death any personal property if so of what did it consist whether there were horses cattle sheep hogs farming utensils household furniture on said farm if so how many annual and their value what kind of farming utensils and their value the quantity of household furniture and its value and what would have been a fair yearly rent for the farm with all of the improvements with all of the stock and its natural increase with the use of the farming utensils and household furniture

Cross int 7
to 8

How far did you reside from Asahel Gubbs at or about the time he left the state of N Y and what means and facilities had you to become acquainted with his pecuniary circumstances

Cross int 8
to 8

What property did Asahel Gubbs have in possession at the time he left New York and how and by what means did he acquire it how much of it was of the property formerly owned by his father and come to said Asahel by the decree in his fathers will and how much was bought with the proceeds of said property and the natural increase of the stock and the proceeds of the farm How much money had he on hand at said time and how did he acquire it and how much had he either in property or money that was derived either mediately or immediately from the property held by him in trust

Objected to

Cross int 9
to 9

State what means you have of knowing what property he held in trust mean the decree contained in the last will and testament of his father as distinguished from that that he held in his own right or how do you know what belonged to him as a trustee and what was his assets from the trust

Objected to

Cross int 10
to 12 incl

State what amount of extra care was bestowed upon John Gubbs by by Asahel Gubbs or his family of your own knowledge and how and in what manner was it bestowed

Cross int 11 to 15

State what kind of diet was furnished for John Gibbs & by the said Asahel Gibbs and what kind of diet has he used the most of the time since your first acquaintance with him and during the time he lived with Asahel did he not use very few varieties of food and that of the cheapest kind

Cross int 12

Was you one of the Appraisers of the personal estate of John Gibbs deceased if so state as near as you recollect what was the amount of said appraisement and whether the property was appraised at its full cash value if not how much below its real cash value was it appraised

Cross interrogatories to be exhibited to Alonzo Westcott

Cross int 1st

What number of acres of land did Asel Gibbs own in his own right previous to the time of his emigration from the state of N.Y. and which way was it and how far from the farm formerly owned by his father and what was the soil of the land and how would it compare with the soil on the farm of John Gibbs deceased what if any improvements was on said land and how long had he owned it what interest did he own in said land and by what title did he hold it and state your means of knowing whether he had any title whatever to said land

Cross int 2

State whether Asahel Gibbs purchased any of the real estate mentioned in your answer to the 3d interrogatory after the death of his father if so where did he get the means to pay for the same and was any portion of said means derived in any manner from the estate held by him in trust

Cross int 3

Were you aware was Asahel Gibbs ~~indebted~~ in debt at any time within one year previous to his leaving the state of N.Y. which had accrued in his own private business and how much of the proceeds of his real estate or other property would be required to pay said indebtedness

Cross int 21 to 21 direct

How much was Asahel Gibbs indebted in 1847 and what were his liabilities when he first took possession of the farm and other property devised to him in trust by his father

Cross int 5 to 4

State whether all or any part of his property was taken to pay his own liabilities if so how much was so taken and applied

Cross int 6 to 5

State what articles of personal property Asahel Gibbs had at the time of his removal from the state of N.Y. that he owned in his own right and how did he acquire that property

Cross int 1

How far did you live from Asahel Gibbs from 1847 to 1857 & up to the time of his removal from the state of N.Y. and what were your means of knowing so much real and personal property he had in his own right and how do you determine as to the property held by him in trust and as to that held in his own right

Cross interrogatories to be exhibited to Manson Wilder

Cross int 1st

How far did you live from the farm of John Gibbs Senior during the time that you have known said farm and when did you first become acquainted with said farm and the character and quality of the soil and what facilities had you for become acquainted with the same

Cross int 2 to direct

State what extra care you know of your own knowledge was bestowed upon John Gibbs Jr by Asahel Gibbs or his family during the time John lived with Asahel

Cross int 3

State if you know what kind of fare John Gibb received while he was at his brother Asahels and what kind of diet he used and what quantities did he require as compared with other persons of his age and was it not much less experience he heard him than other persons or common boarders

Cross int 4 to 1st direct

State what kind of clothing was furnished for John Gibbs Jr by his brother Asahel and in what quantities and were his

clothes usually made of new material or were they made of old materials and state how he was usually clad both in summer and winter and what was it reasonably worth per year to clothe him in the manner and style in which he was clothed by his brother Asahel Gibbs

Cross interrogatories to be exhibited to Julius Woodruff

Cross int 1st & 2 direct

How long had you been acquainted with the farm of John Gibbs deceased and were you well acquainted with it at the time of his death in Feb 1847 how far did you live from the farm and what were your facilities for becoming acquainted with said farm

Cross int 2 & 21 direct

State how many buildings were on the farm the kind of buildings the size and value of each the amount of fence on said place and what kind of fence and it value per rod and what was the value of the land aside from the improvements give the values or what the land and improvements were worth at the time of the death of John Gibbs deceased

Cross int 3d

When were any improvements put upon the farm by Asahel Gibbs and were they any thing more than ordinary necessary repairs and how did he pay for the same and from what source did he obtain the means to make said payments

Cross int 4 & 7 direct

What would have been a fair yearly rent for the farm with all the improvements thereon (together with the full use and increase of all the property of every kind left on the farm by John Gibbs deceased at the time of his death taking the same in the same condition and in the same good order in which it was at the time of the death of John Gibbs deceased)

Cross int 5 & 6 direct

State if you know of your own knowledge any particular or extra care bestowed on John Gibbs Jr or Euphemia Gibbs by Asahel

106 Gibbs if so what was that Special care and at what times
State if you know what kind of board Euphemia Gibbs and John
Gibbs received during the time they lived with Asahel Gibbs if so
what was it and what was it worth per week
State if you know what property was received by Asahel Gibbs from
his father for the support of his mother & brother give a full description
as far as you recollect and then state what property Asahel Gibbs
had at the time he removed from the State of N.H that was not
derived either mediately or immediately from the property so
received of his father and if he had any such property state
what it was and how or by what means did he acquire it
and if acquired by labor was that labor performed on the
farm that he received of John Gibbs deceased

Cross interrogatories to be exhibited to George Stephens
State what year or years you occupied the farm in question
as the tenant of Asahel Gibbs
State whether you rented the whole farm with all of the buildings
and each and every part thereof and state whether you rented with
said farm or had the use of any farming utensils horse bell fur-
niture stock on the farm and did you have any of the increase
of such stock and state full what stock farming utensils
furniture was on said place at the time of the death of John
Gibbs deceased and what was on the farm at the time
you occupied it
State fully the terms of your contract for leasing said farm
and how much rent you was to pay what was it to be paid
in and when to be paid and did you maintain and support
Euphemia Gibbs and John Gibbs Jr during the time you
had the farm and was their maintainance and support

107 a part of the rent you was to pay for the farm and how much
was you to pay over and above their support

Cross int 4 State what would have been a reasonable rent for said farm
with the house barnes and other improvements on said farm

Objected to together with the use and increase of all the stock and with the
use of all the farming utensils household furniture and
every species of property left by John Gibbs Senior that was left
after the settlement of his estate

Cross int 5 In what state of repair was the farm and buildings thereon
& 6 and in what state of cultivation was said farm at the death
of John Gibbs deceased and was the farm kept in as good
repair and in as good state of cultivation during the time
it was occupied by Asahel Gibbs

A E Page
Sol for Defts

The deposition of John G Spaulding Betsey M Spaulding Chauncey
Lee Rowland Nichols Alanson Wilder Julius A Woodruff George
Stevens Alonzo N Westcott and Orlando Kellogg of the county
of Essex and State of New York witnesses of lawful age produced
sworn and examined upon their corporal oaths on the 20th 21st 22d
and 23d day of August in the year of our Lord one thousand eight
hundred and sixty one at my office the town house in the town
of Lewis in the county of Essex and state of New York by me
J M Slade a justice of the peace duly appointed by a Dedimus Potestatem
letters or commission issued out of the Clerks office of the circuit
court of Henry county in the State of Illinois bearing teste
in the name of Lewis Gunder Esqr clerk of the said circuit court by
his deputy Ed Bond with the seal of said court affixed thereto
and to me directed as such justice of the peace for the examination
of the said John G Spaulding Betsey M Spaulding Chauncey

Lee Rowland Nichols Clanson Weidir Julius A Woodruff George Stephens Alonzo H Westcot and Orlando Kellogg witnesses in a certain suit and matter in controversy now pending and undetermined in the said Circuit Court Wherein Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen L Gibbs are plaintiffs and Russell Gibbs is defendant on behalf of the said plaintiffs as well upon the cross interrogatories of the defendant as on the interrogatories of the said plaintiff which were attached or enclosed with the said commission and upon none others the said John G Spaulding Betsey N Spaulding Channcey Lee Rowland Nichols Clanson Weidir Julius A Woodruff George Stevens Alonzo H Westcott and Orlando Kellogg being first duly sworn by me as witnesses in the said cause previous to the commencement of their examination to testify the truth as well on the part of the plaintiff as of the defendant in relation to the matters in controversy between the said plaintiff and defendant so far as they should be interrogated testified and deposed as follows

Interrogatories propounded to John G Spaulding a witness produced and sworn as aforesaid on the part of the said Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen L Gibbs and his answers thereto as follows

Answer to 1st Int'y

My name is John G Spaulding I am 41 years of age I reside in Lewis Essex county New York I am a Farmer and Mechanic

Ans to 2d Int'y

I know all the parties in this suit except Ellis Blackwell

Ans to 3d Int'y

I was acquainted with John Gibbs of Lewis Essex Co New York and with his pecuniary circumstances

Ans to 4 Int'y

I am acquainted with the [illegible] upon which the said [illegible] Gibbs

109

John Gibbs lived up to the time of his death there was one dwelling house there was two barns one a barn a wood shed on the said farm there was some post and board fence and some half wall fence upon said farm I am unable to state the number of rods there were upon the said farm.

Ans to 5th Int. It was not a valuable farm for agricultural purposes neither was it of a fertile soil in order to raise good crops at needed manure and set a cultivation

Ans to 6th Int. I should think the farm was worth at the time of John Gibbs death two hundred dollars

Ans to 7th Int. In the course of the next ten years it decreased in value two dollars

Ans to 8th Int. I should think the rent of that farm would be worth 60 dollars per year for the time between 1847 and 1857

Ans to 9th Int. I was acquainted with Emphemia Gibbs the widow of John Gibbs I saw her from once to three times a year from the time of her husbands death until 1853 from 1853 to the time of her death I lived within 20 rods of the said Asahel Gibbs where the said Emphemia Gibbs resided and saw her very often

Ans to 10th Int. I have seen her at Stephen Burpees and have seen her at Asahel Gibbs on the John Gibbs farm I cant say how much of the time she was at Burpees after I came to live in Lewis in 1853 I lived within 20 rds of where the said Emphemia Gibbs lived before that time 1853 I lived in Vermont 90 miles from here but was in Lewis from once to three times a year from 1847 to 1853

Ans to 11th Int. The region where I live is a farming country

Ans to 12th Int. I dont know of my own knowledge that she lived with anyone except Asahel Gibbs I have seen her at Stephen Burpees but do not know whether she was visiting her daughter or was living there with Burpee who married her daughter I think Emphemia Gibbs

dcd in June 1844

Ans to 15th Interg I was acquainted with Asahel Gibbs and his family from 1849 to 1857 and had known them the said Gibbs and family from 1843

Ans to 15th Interg Asahel Gibbs when I first formed an acquaintance with him lived on his own place where I afterwards lived and within 20 rds of the dwelling house of his father John Gibbs and lived there until after the death of his father, After the death of his father he removed to the house occupied by the said John Gibbs and resided there until he removed from the state of New York

Ans to 15th Interg I know the Euphemia Gibbs lived with Asahel Gibbs some number of years but cannot tell how many

Ans to 16th Interg The said Euphemia Gibbs did not enjoy good health during the time she lived with Asahel I cant say how long she was sick I know she was incapable of taking care of her person and her appeared from Dec 1853 to the time of her death how much longer I can not tell

Ans to 17th Interg I dont think she was in her right mind some parts of time as she paid no attention to me at times I dont know that she was disorderly or indecent I never saw when she was I cannot say whether she was neat in her personal habits or not I dont know as she needed any restraint from such acts

Ans to 17th Interg I know that while she lived near the said Asahel Gibbs he provided for her and think he did after he moved on to the farm of John Gibbs his father I always understood it so

Ans to 18th Interg I should think it was worth $2.00 two dollars per week to board and care for her when she was well and three dollars per week when she was sick

Ans to 20th Interg Euphemia Gibbs received medical attendance while she lived with Asahel Gibbs but I cant say how long but as long as I lived near her which was from Dec 53 to may 54

Ans to 21st Interg I was acquainted with John [redacted] by an idiotic brother of

111 Asahel Gibbs from 1843 till he removed from the State of New York with his brother Asahel

Cross to 22d July I think that he always lived with Asahel Gibbs from John Gibbs death until he removed from the State of New York

Cross to 23d July Asahel Gibbs did to my own knowledge after I came there to live near him and always understood he had from John Gibbs's death

Cross to 24th July He was both troublesome and disorderly on his habits and needed constant care and attendance

Cross to 25th July He was not neat on his habits and was in no way capable of taking care of himself

Cross to 26th July It was worth more to board and care for the said John Gibbs than an ordinary boarder

Cross to 27th July I think that to board and care for him it was worth 3 dollars per week and I should think the clothes he used would be worth 15 dollars or over yearly

Cross to 28th July I was acquainted with the pecuniary matter of Asahel Gibbs previous to the death of his father he owned a house and 3 acres of land he owned some cows I cant say how many a sett of Mechanics implements I should think the whole would be worth 200 dollars and over

Cross to 29th July I was acquainted with his pecuniary circumstances at the time of his removal from the State of New York and should think he took with him from this State when removed over two hundred and less than two hundred and fifty dollars of property belonging to him in his own right

Cross to 30th July I know that the said Asahel Gibbs procured his fire wood from individuals and did not cut nor get it off the farm of John Gibbs Jr I know that Asahel Gibbs paid Dr Attwell from 20 to 28 dollars for medical attendance and 15 dollars to Mrs Southworth for board Stones for Euphemia Gibbs

(Cross 1st cross Suit)

Cross Interrogatories propounded to John G Spaulding

I first became acquainted with John Gibbs deceased in the year 1843 or 1844

(Cross 2d cross Suit)

I was at the John Gibbs more or less during the four years I was acquainted with him I had dealings with him and was intimate in his family

(Cross 3d Cross Suit)

There was a wooden dwelling house on said farm of John Gibbs deceased about I should judge 24 by 40 feet one story and a half in height with a long roof upon one side made by an addition of 8 or 10 in width upon the side called a lean to roof with I think 6 rooms on the first and second floors and a wash room in the cellar court it was a plain cheap finished on the first floor and but one room finished up stairs there were two barns on the premises one 30 by 40 feet the other 20 by 24 feet ordinary height of 12 feet posts they were common kind of buildings with an ordinary finish there was a corn barn about 12 by 16 feet a wood shed 16 by 30 feet I cannot state the number of rods of fence on the said premises, there was some rail some half wall some without boards or rails on top and some half wall with both boards and rails on the top and a very little post & board fence I cannot tell the number of fields the premises were divided into

(Cross 4th Cross Suit)

I was brought a farmer and worked at farming until I was 20 years old then I worked at mechanical work about 2 years then I peddled most of the time for 4 years next after mechanical work then again worked 10 years at mechanical employments and from then until now farming has been my principal business I think I am as good a judge of agricultural business and the qualities of soil as the average of farmers I have been a farmer and worked on different kinds of soils both good poor and ordinary I have

travelled in Massachusetts New Hampshire and Vermont and New York and have been a careful observer of agricultural pursuits and business

Cross to 5th Cross July to 6th direct

I think the dwelling house on said farm of John Gibbs deceased at his decease was worth 150 dollars and the value of the barns 105 dollars and of the corn barn was 15 dollars and the wood shed was worth 15 dollars the quality of all the fences on said farm was of a poor quality I am unable to state the value of the fence per rod but think the whole amount of fence would be worth 100 dollars the value of the land per acre aside from improvements I should judge to be ($3,50) three dollars and fifty cents per acre or thereabouts and think there was between 85 and 90 acres of land in said farm but am not ~~certain~~ positive

Cross to 6th Cross July to 10th direct

I have seen her at different places but do not know that she made at her home at any place except at Asahel Gibbs and at the dwelling house of John Gibbs deceased when Stephen J Burpee I think lived in said house of John Gibbs deceased the said Euphemia Gibbs did not live with Asahel Gibbs until he moved into the said dwelling house of John Gibbs deceased after Stephen J Burpee removed therefrom it was 90 miles to where I lived in Vermont but I was here in Lewis from one to three times a year all of the time I lived in Vermont and after I came here to reside I lived within 90 rods of the said John Gibbs dwelling house

Cross to 1st Cross July to 12th direct

I have seen her in the John Gibbs dwelling house when Stephen J Burpee lived in said house but cant say as she lived with him I think that Burpee lived by himself but dont know as he did I dont know as she ever resided with George Stevens

Cross to 8th Cross July to 13th direct

I cant tell when the said Euphemia Gibbs commenced to live with Asahel Gibbs neither the year nor the month but I know

it was some year previous to 1853 I think that she continued to live with Asahel Gibbs from the time she first commenced until her death I have seen her away but think it was only on a visit

Cross to 9th Cross July to take direct

I cannot tell what year she was taken sick after husbands death neither can I tell with whom she lived but have no doubt but that she lived with Asahel Gibbs at the time of her first sickness the sickness continued more or less until her death

Cross to 10th Cross July to 10th direct

The said Euphemia Gibbs was sick a portion of the time she lived with Asahel Gibbs but I cannot tell the year or the months I know she was sick previous to 1853 and after 1853 I do not know the nature or character of her sickness

Cross to 11th Cross July to 17th direct

I have saw the said Euphemia Gibbs frequently during her residence with Asahel Gibbs and conversed with her and at times she would not appear to notice me and at other times she seemed as she did previous to her husbands death I never saw any indecent exhibitions of her person I have no reasons to give as I know nothing in relation to her personal habits as interrogated in 17th direct

Cross to 12th Cross July to 17th direct

It was what she needed but I cannot tell the amount I cannot tell the articles

Cross to 13th Cross July to 17th direct

I estimate her board per week when well by the usual price others pay persons for board I have not estimated the time of her board only the price when she was either sick or well

Cross to 14th Cross July to 17th direct

Dr P P Lowell was her physician for the last 2 years of her life I dont know who was previous to that time he was a regular practicing Physician in this country

Cross to 15th Cross July to 21st direct

I formed his acquaintance about 1843 and up to 1853 I frequently saw him after that time I saw him daily until he was removed by his brother Asahel from the state of New York

Direct + Cross July 1 to 25th direct

I think the value of clothing used by him to be from 15 to 18 dollars per year the Article used were coat vest pantaloons boots and hat but he did not commonly wear hat coat or boots in the winter in the summer he usually wore shirts and pantaloons only he did not use as much clothing as other men of his age the quality of the clothing was I should think sheep gray full cloth I know of my own knowledge that a great portion of his clothing was made from new material and never knew of any being made of old materials

Cross 15th Cross July to 26th direct

Good wholesome food was always furnished by Asahel Cobbs for said John Cobbs meat and potatoes bread and pies, he would not eat butter nor cheese and could not eat short cakes he also ate milk I cant say as he drank tea or coffee or was accustomed to many of the luxuries but think he was not I am unable to say what his diet was before that he lived with Asahel I think he required as much food as ordinary individuals usually do

Cross 19th Cross July to 27th direct

I estimate the worth of his board from the fact that it is worth $2,00 two dollars to board an ordinary person and that it was worth one dollar additional to board the said John in looking after him and in the manner he had to be fed and a separate table had to be set for him he was not decent to set at the ordinary table

Cross 20th Cross July to 29th direct

I had been acquainted with Asahel Cobbs about 4 years at the death of his father I had previous business transactions with him and was intimate in the family I never saw his deed for his house and lot but always understood and he told me that he owned the said house and lot I overheard of buying the same place which he sold to Abner H. Wescott and did not consider it a bargain at what he sold it for I judge the value of the real estate from sales of real estate in the

neighborhood I know that he owned cows at the time of his fathers death by seeing at his house and then valued by what other cows sold for at that time

Ans to 21 cross
Ques to 29th direct

I lived within 20 rods of him for the last 4 years before he removed from this State and was intimate with him and his family and he was at my house or shop almost daily and was free to talk and tell me his daily business transactions he had I think about or Seven hundred dollars when he removed from New York between four and six hundred dollars more from the sale of the John Gibbs Junior and the remainder from his own real estate and his own private property I think some may have been received from sales of personal property in trust but do not know how much it was he had the proceeds of some halting tools he had a double waggon and one sett of double harness the waggon was he bought with a colt of his own private property I cant tell how he obtained the harness and halting tools

Ans to 22d Cross
Ques to 29th direct

He had money and goods at the time of his removal from New York not derived from trust property of his brother John Hey wife Betsey W Spaulding is own cousin to Eliza Ann Gibbs one of the complainants in this cause

Ans to 23d cross
Ques to 30th direct

Ans to 24 cross
Ques

None of the answers to interrogatories direct were given upon information derived from others only as I have so stated the fact in such answers

John G Spaulding

Subscribed and sworn before me
this 23d day of August 1861

J W Skeels Justice Peace

Interrogatories propounded to Betsey W Spaulding a witness produced and sworn as aforesaid on the part of the said Ellis Blackwell Maria E Blackwell Eliza. Ann Gibbs Sarah E Gibbs Melester E Gibbs Laurella E Gibbs and Ellen E Gibbs

and her answers thereto as follows

Ans to 1st Int. My name is Betsey M. Spaulding. I am 89 years of age I reside in Lewis Essex co. New York have lived for the last 8 years

Ans to 2d Int. I know all of the parties except Ellis Blackwell

Ans to 3d Int. I am the wife of John G Spaulding

Ans to 4th Int. I was acquainted with Euphemia Gibbs Step Mother of Asahel Gibbs from March 1833 until the time of her death Particularly and to some extent after her Marriage with John Gibbs * She lived with Asahel Gibbs from 1833 until she died, I lived in Vermont to the my husband for 6 years preceeding 1833

Ans to 5th Int. I was situated so that I had opportunities of observing the domestic affairs of the family of Asahel Gibbs from 1833 until the said Asahel removed from said state of New York I lived within 20 rods of the family of Asahel Gibbs

Ans to 6th Int. The said Euphemia Gibbs was sick all of the time I was acquainted with her in the family of Asahel Gibbs she was not confined to the bed all of the time

Ans to 8th Int. I was not personally knowing to circumstances before she lived in the family of Asahel Gibbs, she was disorderly and troublesome when she lived in the family of said Asahel

Ans to 9th Int. I dont think she was capable of taking care of herself any of the time I knew her, She was more trouble than an ordinary boarder

Ans to 10th Int. I supposed that Asahel Gibbs clothed her as he took care of her

Ans to 11th Int. I dont know as I could tell its value

Ans to 12th Int. I should think it was worth three dollars per week to board and take care of the said Euphemia Gibbs

Ans to 13th Int. I was acquainted with one under Step son of Euphemia Gibbs between 1841 and 1851 he lived with Asahel Gibbs during that time He was disorderly and very troublesome and filthy in his

habits and required a great deal of care and attention
He was much more troublesome than an ordinary boarder and
would be worth $2.50 per week to board and take care of him
during that time
I should think it would be worth 15 dollars a year
I dont know as I know of any other matters in this cause that
will benefit the complainants

Cross interrogatories propounded to Betsey D Spaulding a witness
produced and sworn as above

(Ans to 1st Cross Int to 4th direct) I was always acquainted with Euphemia Gibbs I lived in
Vermont 90 miles from the place was here once for 6 years previous
to 1833 and was in Lewis once a year during the time I lived
in Vermont

(Ans to 2d Cross Int to 4th direct) I do not know of my own knowledge that she lived with Stephen
Burpee neither do I know that she lived with George Stephens after
her husbands death

(Ans to 3d Cross Int to 1st direct) The said Euphemia Gibbs was sick in the year 1833 and 1834 it was
a nervous disease I should think she was unable to help herself for
two months before her death

(Ans to 4th Cross Int to 5th direct) During my acquaintance from Dec 1833 to the time of her death in
1834 I dont know of my own knowledge of any extra trouble
in consequence of imbecility of mind

(Ans to 5th Cross Int to 10th direct) To my knowledge Euphemia Gibbs did not do any work while
I was acquainted with her after I came back from Vermont
She did not furnish and pay for her own clothing to my knowl-
edge neither do I know by the same means what Asahel
Gibbs furnished

(Ans to 6 Cross Int) I dont know the amount of clothing that she had in hand or
any thing relating to any other part of said interrogatory

Cross & 1st Cross
July 1st direct

I know that the said Asahel Gibbs had to look after and watch the said John Gibbs Jr a greater part of the time I have always lived in neighborhood excepting the last two years I lived six ½ mount And then was here every year during that time and from 1853 until Asahel Gibbs removed from the state lived within 20 rods of where the said John Gibbs lived

Cross & 3d Cross
July 1st direct

He was furnished the same kind of and quality of food as the other members of the family there was some articles of food such as butter and cheese that he could not or would not eat and used as much food as any person

Cross & 4th Cross
July 1st direct

He was furnished with ordinary woolen clothing in winter and the same in Thirds in summer he wore nothing but pantaloons and shirt in summer I never knew of any of his clothing being made of old materials but have never seen new material made into his clothing I know that in the fall of the year he had the most of a new suit of clothing besides necessary shirts & Stockings

Cross & 10th Cross
July

All the answers to direct interrogatories were given upon my own knowledge and none of them upon any information obtained from other persons

Betsey W Spaulding

Interrogatories and sworn to before
me this 20th day of August 1861

J W Steele Justice Peace

Interrogatories propounded to Channcy Lee a witness produced and sworn as aforesaid on the part of the said. Ellis Blackwell Maria E. Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster G Gibbs Laurella G Gibbs and Ellen L Gibbs and his answers thereto as follows

Cross to 1st Int

My name is Chauncey Lee I am 40 years old am a farmer I reside in the town of Lewis County of Essex and State of New York I have lived there 40 years

Cross to 2d Int

I was acquainted with John Gibbs of Lewis Essex Co N.Y.

Cross to 3d Int

I was acquainted with the farm occupied by him when he died

Cross to 4th Int

I cannot answer correctly I think

Cross to 5th Int

I dont know of any but a log house and that was worth I should think 25 dollars

Cross to 6th Int

I should think it was worth at the time of John Gibbs Sr death about $10 dollars

Cross to 7th Int

It was worth less every year after the death of John Gibbs for ten years

Cross to 8th Int

I should think it was worth at the time of Asahel Gibbs removal from the state 600 or 650 dollars

Cross to 9th Int

It would produce most kinds of English grain but was better adapted to Indian Corn, two hundred dollars or 250 I should judge would be a fair market value for all kinds of crops raised on said farm when harvest and ready for market

Cross to 10th Int

About 30 dollars would be a reasonable rent for the said farm

Cross to 11th Int

I know that it was a great trouble to take care of John Gibbs for his care and watchfulness it would be worth 2 dollars per week to board and take care of him as he was taken care of

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Cross interrogatories proposed to Chauncey Lee a witness produced and sworn as above

Cross to 1st cross Int to 2d do

I have always known him from my boyhood

Cross to 2d Cross Int to 3d do

I have known said farm as long as I can remember I resided about 3/4 of a mile from it before and since his death

Cross & Cross
Cross & Cross

There was a dwelling house on the farm of the said John Gibbs
Senior at the time of his death it was a story and a half in height
about 28 feet in width on the ground and about 36 feet in length
with a long roof upon each called a lean to roof there was 8 rooms
on the first and second floor 8 thereof with a wash room below
it was a common cheap finished house; I cant say what
the value of the same was so long ago One Barn 30 by 40
one barn log 20 by 25 feet I should judge there was a corn
house and waggon shed corn barn about 15 by 15 feet waggon
shed 12 by 20 feet the value I cannot fix cant tell how many
rods of fence on the farm. Some post and board some
rail some stone and board called half wall there was
some two or seven divisions or lots it would not be worth
more than $250 per acre aside from improvements

Cross to 4th Cross
Cross

Asahel Gibbs built a log house upon said farm is all that
was put on to knowledge I dont know from what means he
paid for the building of the same

Cross to 5th Cross
Cross to 5th Cross

I should think it was in a poor state of cultivation at the time
of the death of John Gibbs and grew poorer during the time
it was occupied by Asahel Gibbs

Cross to 6th Cross
Cross to 6th Cross

I know there was horses cattle sheep and farming utensils left by
John Gibbs but cannot estimate their value Neither can I answer
any other part of this cross interrogatory as I do not know
what or how much was the value of property left

Chauncey Lee

Subscribed and sworn to before
me this 20th day of August 1861

D W Sheets Justice Peace

122 Interrogatories propounded to Rowland Nichols a witness produced and sworn as aforesaid on the said part Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurilla C Gibbs and Ellen L Gibbs and his answers thereto as follows

Ans to 1st Int 1 My name is Rowland Nichols I am 60 years of age and am a farmer I live in Lewis Essex County and state of New York and have lived there 55 years

Ans to 2d Int 1 I was acquainted with John Gibbs of Lewis Essex co N Y who died in 1847

I was acquainted with the farm he occupied at the time of his death the farm was a hard stony farm. It was not valuable for agricultural purposes

Ans to 3d Int 1 John Gibbs dr left at the time of his death upon the premises in question one dwelling house two barns a corn barn & a wood shed the farm was tolerably well fenced but it was old and had been kept in repair by patching I am unable to arrive at their value, the improvements at that time Asahel Gibbs built upon the premises a small Hog house which I should value at 15 dollars

Ans to 5 Int 1 I should think it would be worth from 650 to 700 dollars

Ans to 6th Int 1 50 dollars I should judge would be a reasonable yearly rent for that farm

Ans to 7th Int 1 I was acquainted with Asahel Gibbs during the period of from 1847 to 1857 he worked on the farm principally he also worked at mason work and at hatting at certain seasons of the year

Ans to 8th Int 1 I was acquainted with Asahel Gibbs pecuniary circumstances and think he must have been worth when he removed from the State of New York independent of property held by him as trustee for his brother John Gibbs dr two hundred dollars

Ans to 9th Int 1 Asahel Gibbs did maintain and have under his charge an idiotic

123

Brother John during the interval from 1847 to 1857 said John was not at any other place to my knowledge during that time

Cross to 11th July

He was troublesome filthy and disorderly in his habits

Cross to 11th July

He was not capable of taking care of either himself person or room

Cross to 12 July

He would require a great deal more care and attention than an ordinary boarder the amount could not be estimated

Cross to 13th July

It would be worth three dollars per week to board and care for said idiot as he was cared for by Asahel Gibbs

Cross to 14th July

I know of nothing more or any other matter that will benefit the complainants in this case

Cross interrogatories propounded to Rowland Wolves

Cross to 1st Cross

I have been acquainted with him from the time I was a boy 5 years old

Cross to 2d Cross to 3d direct

I always knew the farm of John Gibbs Sr it is a hard stony unproductive farm and contains from 80 to 90 acres of land and lies about two miles from Lewis Village which is the nearest village to said farm

Cross to 3d Cross and to 4th direct

There was a story and a half house about 26 by 40 feet one barn 30 by 40 feet one barn about 24 by 24 feet one corn barn 12 by 16 1 wood shed about 15 by 20 feet I cannot judge of their value without the land they are old and poor the farm has a considerable quantity of fence but rather poor it consists of rail post and board rail and wall called half wall with more rail fence than any other kind the value I cannot estimate at this time neither do I nor can I know the number of rods the value of the land aside from improvements is worth I should judge 300 hundred dollars

Cross to 4th Cross to 4th direct

There was none put on to my knowledge except the Hog house by Asahel Gibbs I think it was built soon after John Gibbs Sr

death I dont know whose property paid for pulling up the Log House
Ques to 3d Cross I should think at the time of John Gibbs death it was in a fair
Ans " 4th direct state of cultivation and was kept about the same by Asahel
Gibbs after his fathers death

Ques to 6th Cross I know that John Gibbs deceased left horses cattle and sheep
Ans " 6th direct farming Utensils and household furniture but how many or how
much or their value I cannot now tell I once knew but have
forgotten now I am unable now to tell its value per year
or rent for the reason I do not know how much property in
value was kept at the time of John Gibbs death

Ques to 7th Cross I lived within a mile and a half of Asahel Gibbs at the time
Ans " to 7th direct he removed from the state of New York I had dealings with said
Asahel Gibbs was a neighbor to him and visited with him and
lived in the same School district with him and have often talked
with him in relation to his domestic matters

Ques to 8th Cross Asahel Gibbs had in his possession when he left the state of New York
Ans " to 8th direct I Span of Horses a double wagon and double harness and a
two year old colt I dont know by what means he acquired
the above property he had at that time nearly $700 hundred
dollars in money 600 hundred of it was obtained by the sale
of the John Gibbs farm the other hundred I dont know how he got it

Ques to 9th Cross I know that he owned in his own right a house and three acres
Ans " to 9th direct of land together with 8 cows I think his place he sold for 125
dollars I dont know how much he sold the cows for

Ques to 10th Cross I have seen Eliza Ann Gibbs clean him from his filth and have
Ans " to 10th direct seen others of Asahel Gibbs family watching and taking care of said
idiot much more than an ordinary boarder requires

Ques to 11th Cross When I have been at the house of Asahel Gibbs he ate at the same
Ans " to 11th direct time and the same kinds of food as the family ate which was
good and substantial food I have eaten there myself and

always had good clean wholesome food

Ans to 12th cross Interr I was one of the Appraisers of the personal estate of John Gibbs deceased I cannot state what it was appraised at but know but it was a small amount I think that it was appraised at nearly if not to full cash value at it is 14 years ago and I am unable to remember amount distinctly

Rowland Nichols

Subscribed and sworn before me
this 21st day of August 1861

J W Sleete Justice Peace

Interrogatories propounded to Alonzo H Westcott a witness produced and sworn as aforesaid on the part of Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurella C Gibbs and Ellen L Gibbs and his answers thereto as follows

Ans to 1st Inter My name is Alonzo H Westcott I am 41 years of age I am a farmer I live in Lewis Essex county New York I have lived there all my life

Ans to 2d Inter I was acquainted with the said Asahel Gibbs and have been as long as I can remember

Ans to 3d Inter He owned a house and lot upon which I now live the lot contains three acres of land there was a barn upon the lot about 60 by 22 feet, I derived my title to the premises from the said Asahel Gibbs, I gave him 125 dollars for it and think it was worth that amount Asahel Gibbs sold the premises to me

Ans to 4th Inter He owned the premises previous to 1847 I cannot tell how long before but know it was before that date 1847

Ans to 5th Inter I know that he owned a double wagon and a set of double harness

independent of property held in trust by him for his brother John Gibbs they were worth the Harness and waggon 85 dollars I dont know as I know of any matter or thing that will be of benefit to the said complainants

Cross Interrogatories to be propounded to Alonzo N Westcot

Cross to 1st Cross

He said he gave me says three(3) acres more or less it was north from the house and farm of John Gibbs and was once a part of the said farm of John Gibbs deceased and now joins said farm it was a hard stony lot and would compare in quality and not with the other parts of the farm there was a story and a half house about 18 by 24 feet and a frame barn about 18 by 22 feet and the land was enclosed by a good common fence he owned the lot by virtue of a warrantee deed from his father and had owned the said premises when I bought it of said Asahel Gibbs previous to 1847 I know that Asahel Gibbs had a warrantee deed from his father John Gibbs and I have the said deed now in my possession Asahel Gibbs bought the premises mentioned in 3d direct interrogatory before the death of John Gibbs his father and not after as he could not very well do so after his death

Cross to 2d Cross Int

Cross to 3d Cross Int

I could not tell how much he owed but do not know of his owing much he owed me a small bill and I took in payment a wheelbarrow which belonged to him in his own right also some furniture household furniture which belonged to the said Asahel I could not tell how much it would require to pay his indebtedness

Cross to 4th Cross Int

I do not know what the amount of Asahel Gibbs indebtedness was in 1847 at the time he took possession of the farm and other property of John Gibbs deceased

I dont know of any property of his own taken to pay his debts only what he paid me

Asahel Gobbs had one double waggon and 1 set of double harness & some hats I sold him the waggon and harness the hats he made himself when he removed from the state of New York I lived within a distance of 80 rods to 3 miles during the time from 1847 to 1857 the real estate I bought of him and personal property mentioned by me as belonging to him which he took away with him when he removed from the state I sold him

Allanzo H Westcot

Subscribed and sworn before me this
22nd day of August 1861. J W Steele
Justice Peace

Interrogatories propounded to Alanson Wilder a witness produced and sworn as aforesaid on the part of Ellis Blackwell Munia E Blackwell Eliza Ann Gobbs Sarah E Gobbs Webster C Gobbs Laurella C Gobbs and Ellen L Gobbs and his answers thereto as follows

My name is Alanson Wilder I am 58 years of age I am a farmer I live in Lewis Essex county New York I have lived there forty years

I am acquainted with Eliza Ann Gobbs and Russell Gobbs parties to this suit

I am acquainted with the farm of John Gobbs deceased which was occupied by Asahel Gobbs it was a hard and stony soil not very stony soil I should not call it valuable for farming purposes for which it was used

It was mostly a poor gravelly soil

Asahel Gobbs had the care of his idiotic brother from the time

128

his father John Gibbs dead until he removed from New York which would be about 10 years

Ans to 6th July

I think the said idiot was not capable of taking care of himself and that he required both more care and attendance than an ordinary boarder would

Ans to 7th July

I would not have had him in my family at any price. I decline to answer what it would be worth, I cannot tell what his clothes would be worth

Ans to 8th July

I dont know that I know of any other matter or thing which will benefit the said complainants

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Cross interrogatories propounded and answers thereto

Ans to 1st Cross July

I have lived within 2½ Miles of said farm most of the time for the last 40 years I passed by the farm frequently and saw the crops raised thereon I have been over and upon the said many times

Ans to 2d Cross July to 6th direct

I dont know any thing about the extra care bestowed by Asahel upon John Gibbs

Ans to 3d Cross

I know nothing of the kind qualities or quantities of food furnished by Asahel Gibbs for his brother John Gibbs

Ans to 4th Cross July to 7th direct

I cannot tell the kind or the clothing furnished for John Gibbs by Asahel I know nothing of his clothing either the quality or value

A Wilder

Subscribed and sworn before me
this 28th day of August 1861

J W Steele Justice Peace

Interrogatories to be propounded to Julius A Woodruff a witness produced and sworn on the part of Ellen Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Lauretta E

Gibbs and Ellen L Gibbs and his answers thereto as follows

Int to 1st Interg My name is Julius A Woodruff I am 56 years of age I am a farmer I live in Lewis Essex county New York and have lived there 56 years

Int to 2d Interg I am acquainted with all the parties to this suit except Ellis Blackmer

Int to 3d Interg I am acquainted with the said farm of the said John Gibbs

Int to 4th Interg That was on dwelling house two barns one corn barn and a woodshed My impression is that the fences were poor I should think the farm was worth at the time of said John Gibbs death $100 hundred dollars

Int to 5th Interg I dont know that Asahel Gibbs put any improvements upon said farm I cannot tell how long he lived upon said farm he used the farm for agricultural purposes

Int to 6th Interg I dont think it was worth much as it was when John Gibbs died I think it was worth 600 dollars when said Asahel left said farm

Int to 7th Interg I should think that 65 dollars would be a fair rent for the premises while occupied by said Asahel

Int to 8th Interg I have seen both Euphemia Gibbs and John Gibbs the eldest many times at Asahel Gibbs and always understood from him and others that he cared for and boarded the said John and Euphemia I never knew of either of them living at any other place than at Asahel Gibbs

Int to 9th Interg as to Euphemia Gibbs I know nothing of my own knowledge of her being troublesome I know that John Gibbs was more troublesome than ordinary boarders he had to be looked after continually as much as a child was noisy and raving at times

Int to 10th Interg When Euphemia Gibbs was well it would be worth 2 dollars per week to board her when she was sick it was worth more I cannot tell the worth of her clothing at that time I think

Was 3 dollars per week would board and clothe the said John Gebbs

Def's 11th Int. I was not acquainted with the pecuniary circumstances of the said Asahel when he removed from New York in 1837

Def's to 12th Int. I dont know of any matters or things that will be of benefit to said complainants

Cross interrogatories propounded to Julius A Woodruff

Def's to 1st Cross I have been acquainted with the farm of the said John Gebbs

Def's to 3d direct as long as I can remember and was well acquainted with it at the time of his death I lived 2 miles from said farm and always have have seen it yearly many times in the year.

Def's to 2d Cross There were 5 buildings on the farm one dwelling house two barns

Def's to 4th direct one corn barn one wood shed their size I am unable to state their value respectively I cannot tell I dont know either the amount of fence on said farm nor its value there was rail half wall and poplar pole fence I think that aside from improvements it would be worth 350 dollars and that the farm with improvements was worth 500 dollars

Def's to 3d Cross I dont know that Asahel Gebbs put any improvements upon said

Def's farm any more than to keep buildings and fences in repair

Def's to 4th Cross It would have been worth what I stated in my direct evidence

Def's to 7th direct 650 dollars

Def's to 5th Cross I dont know that I have seen any extra care bestowed upon

Def's to 1st & 7th direct either Euphemia or John Gebbs by Asahel Gibbs

Def's to 6th Cross I cannot tell what kind of board Euphemia and John Gebbs

Def's to 10th direct had from Asahel but from appearances that it was good and think it worth what I stated in response to the direct inter rogatory 2 dollars for Euphamia Gebbs when she was well and 3 dollars per week for John Gebbs including his clothing

Ans to 7th Cross Int I dont know of my own knowledge that he received any
& to 11th direct property by his father John Gebbs for the support of Euphemia
or John Gebbs his brother

Julius A Woodruff

Subscribed and sworn before me this
23d day of August 1861 J W Steele
Justice Peace

Interrogatories propounded to George Stevens a witness produced
and sworn as aforesaid on the part of the said Ellis Blackwell
Maria E Blackwell Eliza Ann Gebbs Sarah E Gebbs Melville C
Gebbs Laurella C Gebbs and Ellen L Gebbs and his answers
thereto as follows

Ans to 1st Int My name is George Stevens I am 77 years old am a Farmer
I live in Lewis Essex County New York I have resided here 52 years
Ans to 2d Int I am acquainted with all the parties in this suit except Ellis
Blackwell and have known all said they born except Russel
Gebbs & Eliza Ann Gebbs and them I have known while they
lived in this town

Ans to 3d Int I do know the farm which formerly belonged to John Gebbs Senior
of Lewis Essex Co N Y, and have known it for 50 years

Ans to 4th Int I never occupied said farm as tenant of Ezekiel Gebbs
it was my son George A Stevens

Ans to 5th Int I should think it would be worth $60, a year

Ans to 6th Int I should not value it above $600 dollars

Ans to 7th Int I dont know as I know of any other matters that will
benefit the complainant in this cause

Cross interrogatories propounded to George Stevens a
witness produced and sworn as aforesaid

Cross 1st cross Int
to 4th direct
Cross to 2d cross Int
Cross to 3d Cross Int
Cross to 4th Cross Int

I never rented the farm of Asahel Gobbs or any other person
I answer as above George A Stevens being the person meant
I answer as above never rented the farm
I do not know what it would have been worth for I dont know
the amount of stock and implements left by John Gobbs
Senr at his death or at the time of the settlement of his estate
said farm was in middling good repair and cultivation
at the death of John Gobbs Sr I dont think it was kept as
good by Asahel Gobbs after his death

George Stevens

Subscribed and sworn to before me this
20th day of August 1861 J W Steele
Justice Peace

Interrogatories propounded to Orlando Kellogg a witness pro-
duced and sworn as aforesaid on the part of Ellis Blackwell
Diana E Blackwell Eliza Ann Gobbs Sarah E Gobbs Webster C Gobbs
Lauretta C Gobbs and Ellen E Gobbs and his answers thereto as
follows

Ans to 1st Int
My name is Orlando Kellogg I am 52 years of age I am a Lawyer
I reside in the town of Elizabethtown County of Essex and State
of New York I have practiced law and lived there 20 years last
past as an attorney and counsellor in the Supreme Court of N.Y
Cross to 2d Int
I am acquainted with Eliza Ann Gobbs and Russell
Gobbs parties to the suit
Cross to 3d Int
I was consulted by Asahel Gobbs the same he removed from
the State of New York and I think in the year 1857 as an
attorney and counsellor at law concerning his power under
the will of his father John Gobbs to dispose of the farm called
the John Gobbs farm under the will of his father John Gobbs

I gave him the opinion that he had the power under the will by the laws of the state of New York to sell said farm

Cont to 4th July

I have just again read the record of the John Gibbs will I have no doubt that he had the power to sell the farm under the will

Cont to 5th July

I do not know of any thing more to my knowledge that will be of benefit to the complainants

Orlando Kellogg

Subscribed and sworn before me this 21st day of August 1861 J W Steele Justice Peace

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I J W Steele of the county of Essex and state of New York a justice of the peace duly appointed to take the depositions of the said John G Spaulding Betsey W Spaulding Chauncey Lee Rowland Nichols Clauson Wilder Julius A Woodruff George Stevens Alonzo H Westcott and Orlando Kellogg witnesses whose names are subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said John G Spaulding Betsey W Spaulding Chauncey Lee Rowland Nichols Clauson Wilder Julius A Woodruff George Stevens Alonzo H Westcott and Orlando Kellogg as witnesses in the said suit Between the said Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurette C Gibbs and Ellen L Gibbs plaintiffs and the said Russell Gibbs defendant they were duly sworn by me as such justice of the peace to testify the truth in relation to the matters in controversy between the said Ellis Blackwell Maria E Blackwell Eliza Ann Gibbs Sarah E Gibbs Webster C Gibbs Laurette C Gibbs and Ellen L Gibbs plaintiffs and the said Russell Gibbs defendant so far as they should

be interrogated concerning the same that the said deponents were taken at my office in the town of Lewis county of Essex and State of New York on the 20th 21st 22d and 23d days of August A.D 1861 with the exception of that of Orlando Kellogg and that was taken at my dwelling house in said town and county and State on the 21st day of August A.D 1861 and that the said deponents were taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witnesses and that thereupon the same was signed and sworn to by the said deponents before me as such justice of the peace at the places and on the days and year last aforesaid

J W Sleeth

Justice of the Peace

State of New York
County of Essex } ss. I Wm E Calkins Clerk of said county and also Clerk of the Supreme and county courts for and for said county (the same being courts of record) do certify that James W Sleeth whose name is subscribed to the annexed certificate was on the day of the said certificate a justice of the Peace for and for said county duly qualified and authorized by law to take oaths & affirmations and that I am well acquainted with the handwriting of the said James W Sleeth and verily believe the signature to said certificate of proof or jurat to be genuine and that the said affidavit is taken and executed according to the laws of the State of New York. In testimony whereof I have subscribed my name and affixed the seal of said county this 23d day of August in the year of our Lord one thousand eight hundred and sixty one

A L Feeney

Depy Essex Co Clerk

135 And afterwards to wit at the October Term 1861 aforesaid of said court and on the 16th day of October the following proceedings were had in said cause to wit

Ellis Blackwell etal
vs
Russell Gibbs etal
} In Chancery

At this day came the complainants by Shaw their solicitor and the defendants by Page their solicitor and the cause being called for the hearing of motions and motion is made by defts solicitor for leave to take the testimony of Eliza A Gibbs

And afterwards to wit at March Term A D 1862 of said court and on the 25th day of March 1862 the following proceedings were had in said cause to wit

Ellis Blackwell etal
vs
Russell Gibbs etal
} In Chancery

On this day came the complainants by Shaw their solicitor and the defendants by Page their Solicitor by agreements of the parties hereto this cause is to be heard on the 3d day of April next and decree to be entered as of this term

And afterwards to wit on the 2d day of April A D 1862 the following depositions were filed in said cause on the part of the said defendants, which depositions are in the words and figures following to wit

"A"

136

State of Illinois } In the Henry County Circuit Court of
Henry County } the March Term A D 1862

Ellis Blackwell etal
vs
Russell Gibbs } In Chancery

Russell Gibbs
vs
Ellis Blackwell etal } In Chancery

To George W Shaw Esq Solicitor for
Ellis Blackwell etal

You are hereby notified that the depositions of George Woodruff Ransom Stringham Ellen Gibbs Adam Diller & John Dearmin to be used as evidence on the trial of the above causes will be taken before William Smith Esq a Police magistrate in and for the town of Geneseo in said county at his office in Geneseo on Friday the 20th day of December A D 1861 & commence at 10 O'clock A M and continue from day to day until said depositions are fully taken

O E Page Solicitor for Gibbs

Dated December 6th 1861

Service accepted Dec 7th/61
Geo W Shaw

State of Illinois } Before Wm Smith a Justice of the
Henry County } Peace in and for said county

Ellis Blackwell etal
vs
Russell Gibbs } In Chancery in the Circuit
Court of said county

Filed

137 Russell Gobbs
vs
Ellis Blackwell et al } In Chancery in Circuit Court of said County.

Depositions of witnesses taken in the above entitled cause in pursuance of a notice hereto attached and marked A to which reference is hereby made said Depositions taken at Geneseo in said County of Henry & State of Illinois this December 20th A.D 1861 before Wm Smith a justice in and for said County

Adam Diller being first duly sworn deposes and says as follows to wit

Interrog 1st What is your name age and occupation and your place of residence

Answer Adam Diller age fifty one Farmer Town of Edford County of Henry Ill

Int 2nd Are you acquainted with John Gobbs of Edford Ills and if so how long have you been acquainted with him

Answer Am acquainted with him, have been so about two years

Int 3d & Interrog to Answer What is his maintainance & support worth per year

I should think it worth about three dollars a month

Int 4th Do you know of his performing any work or labor or in the labor of doing chores at the place where he resides if so what work or labor do you know of his performing

Answer I know of his carrying in wood fetching water and dont know of anything but his doing chores

Int 5 Interrog to Answer Do estimating the price for his maintainance & support did you take into account the chores he had done

Answer I did

Qst 6 For what other reasons did you put his maintainance & support at three dollars per month

Answer Owing to his requiring but little clothing

Qst 1st Have you frequently visited the family in which John Gibbs resides

Answer Yes

Qst 2 What are John Gibbs services worth per month

Answer Think them worth about one dollar per month

Qst 3d What is his maintainance worth per month aside from his services

Answer About four dollars

Qst 4th Do you receive on hand belonging to Russell Gibbs

Ans No I have a bond for a deed & owe a trifle on it is the reason I have not a deed

Qst 5th Do there a payment on that Bond due & not made

Yes

Qst 6th Have Russell Gibbs offered to give you any time or make any allowance on said payment in case your testimony in this cause should be satisfactory to him

Answer He Sir Nothing of that kind dont do work of that kind

Adam Diller

Subscribed and sworn to before me this 20th day of Dec 1861

Wm Smith J.P.

John Deering being first duly Sworn deposes and says as follows to wit

Qst 1st What is your name occupation age & where do you reside

Answer John Deering Farmer Twenty nine year old and reside in Edford Henry co Ills

Qst 2d Are you acquainted with John Gibbs if so how long

Have you been acquainted with him

Answer I am not much acquainted with him have seen him several times

Qust 3d What price per month would you value the maintainance & support of John Gibbs

Answer Dont know

Qust 4th Can you fix some price it would be reasonably worth according to the best of your judgment

Ans Might it worth about a dollar per week

Qust 2nd How long have you been acquainted with John Gibbs and at what place

Answer The first time I saw him was about a year ago at his place in Henry County

No cross question

John Decrow

Subscribed and sworn to before me this 20th day of December 1861

Wm Smith J.P.

George C Woodruff being first duly sworn deposes and says as follows to wit

Qust 1st What is your name age occupation and where do you reside

Answer Name George C Woodruff age fifty four years occupation clergyman reside in the town of Milford Henry co Ills

Qust 2nd Where did you reside in 1847 and where did you reside previous to that date

Answer The first part of 1847 in Lewis co N.Y. and the last part in Jefferson Co N.Y and previous to that in various parts of Northern New York between 1828 & 1847 I was born in Lewis Essex co N.Y in 1807 where I resided until 1828

Int 3 — was you acquainted with John Gibbs now deceased formerly of Lewis Essex co N.Y.

Answer — I was

Int 4th — Was you acquainted with farm on which John Gibbs resided at the time of his death

Answer — I was as well acquainted with it as any farm except my fathers the one I worked & joined my fathers farm

Int 5 — Was you acquainted with it in 1847

Answer — I think I did not see it that year

Int 6 — How recently previous to that year did you see it and how often after from 1828 until that time

Answer — I think I saw it in the summer of 1845 in December about once a year from 1828 to 1845

Int 7th — When did you last view that farm

Answer — I saw it five years last May

Int 8th — How often did you see the farm from 1845 until you last saw it

Answer — Perhaps three times not oftener than that

Int 9th objected to — What was the value of that farm in 1847

Answer — Do not know

Int 10th — What was the farm worth when you last saw it previous to 1847

Answer — Do not know it was about such a farm as my father sold for $1200 about that time

Int 11th objected to — Was the farm as valuable as that of your fathers

Answer — I regard it about the same value at that time

Int 12th — Was the farm as valuable when you next saw it as it was in 1845

Answer — I did not see anything why it was not

Int 13th — What would be fair and reasonable rent per year for that farm

Answer I do not know

Qst 14th What would be a reasonable rent per year according to your judgment

Answer I have no means of knowing what it would be worth

Qst 15th Are you acquainted with John Gibbs now a resident of Edford Henry Co Ills If so how long have you been acquainted with him

Answer I have been acquainted with him ever since he was an infant

Qst 16th What would be a reasonable compensation for his maintenance & support per week from 1841 to his present time

Answer The actual cost about one dollar per week but I would not board him for the cost of the board of five men

Cross Qst 1st Are farming lands generally valuable in Essex Co N Y

Answer They are not generally. There are exceptions two thirds of the county is mountain

Qst 2d What was the character of the soil & surface of the farm of John Gibbs

Answer The soil was the ordinary quality for that county the surface was more level than the average of farms in that town

Qst 3d Was the soil of that farm Stony

Answer That part West of the brook about one third of the farm was stony The balance was some of it sandy loam it was free from stone as most of the farms in that neighborhood of the same quality of soil

Qst 4th Did the farm of John Gibbs in 1845 include a thirty acre wood lot

Answer I suppose not think it was sold before then

Qst 5th Did you estimate the 30 acres in your estimate of the value of the farm

142
Answer

I did not

George C Woodruff

Subscribed and sworn to before me this 20th day of December 1861

Wm Smith J.P.

State of Illinois }
Henry County } ss I Wm Smith a Justice of the Peace in and for said county hereby certify that the above named Adam Diller John Deering and George C Woodruff were by me sworn in the above entitled cases to testify to the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectfully subscribed to were reduced to writing by me and was taken at the time and place specified in the afore mentioned notice Witness my official signature this 20th day of Dec A D 1861

Wm Smith J.P.

And afterwards to wit on the 2d day of April 1862 there was filed in said cause the following copy of the record of the last will & testament of John Gibbs & the proofs taken in relation thereto to wit

Be it remembered that heretofore to wit on the thirteenth day of April in the year one thousand eight hundred & forty seven Russell Gibbs Sole executor named in the last will & testament of John Gibbs late of the town of Lewis in the County of Essex & State of New York deceased appeared in open court before the Surrogate of the county of Essex & made application to have the Last Will & Testament which relates to both real & personal estate proved & on such application the Surrogate did

143 ascertain by satisfactory evidence who were the widow heirs & next of kin of the said testator & their respective residences & one of them appearing to be a minor having no general guardian residing within the State of New York a special guardian was appointed in due form of law to take care of his interest in the matter of proving the said Will by an order entered for that purpose by said Surrogate & said Surrogate did thereupon issue a citation in due form of law directed to the said Widow heirs & next of kin & special guardian by their respective names stating their respective places of residence requiring them to appear before said Surrogate at his office in the town of Elizabethtown on the Thirteenth day of May then next to attend the probate of said will & afterwards to wit on the 22d day of May & which day this matter was duly adjourned by an order duly made by said Surrogate Satisfactory evidence by affidavit was produced & presented to said Surrogate of the service of the said citation in the mode prescribed by law & on that day no one appearing to oppose the probate of said will such proceedings were thereupon had afterwards that the Surrogate took the proof of said Will hereinafter set forth Upon this twenty second day of May in the year one thousand eight hundred & forty seven and he adjudged the said will to be a valid Will of real & personal estate & the proofs thereof to be sufficient which said last Will & testament & proofs are as follows that is to say

Will

The last Will & testament of John Gibbs of Lewis in the county of Essex & State of New York

I John Gibbs considering the uncertainty of this mortal life & being of sound mind & Memory (blessed be Almighty God for the same) thought meet in body do make & publish this my last will and testament in manner & form following that is to say

First I order & direct that my executor hereinafter named pay all my just debts & funeral charges including plain & suitable inscriptions to be placed at my grave as soon after my decease as conveniently may be

Second As to all of my estate both real & personal of every kind soever which I shall die possessed of after paying my just debts & funeral expenses & the costs & expenses of administration of my estate I do order devise & bequeath as follows

First I give & bequeath to my beloved daughters Luranda A Bradley and Louisa B Gibbs each six sheep to be selected out of the flock I may have at my decease & to be of a fair average of the said flock as to quality And also to my said daughter Louisa a cow & a setting out suitable & proper for her situation in life & such as shall make her equal in that respect to my other daughters, Such setting out to be furnished in one year after my decease or sooner if the said Louisa shall marry before that time or may if she shall prefer be furnished at any time after said one year said sheep & cow above given to my said daughters Luranda A and Louisa B are to be selected as aforesaid at any time within one year after my decease when the said Luranda & Louisa may choose

145 Second I give bequeath & devise all the rest residue & remainder of all my estate & effects real & personal & the rents issues & profits thereof unto my beloved wife Euphemia Gibbs & to my son Asahel Gibbs & to the survivor of them & to their executors administrators & assigns & during the term of the natural life of her the said Euphemia Gibbs for her own use benefit & maintenance & in trust for the use benefit & maintenance of my son John Gibbs for & during the term of his natural life & as aforesaid for the term of the natural life of the said survivor of them the said Euphemia Gibbs & John Gibbs and for the better securing the support & maintenance of my said wife & of my said son & enabling my said wife Euphemia & my said son Asahel to provide for & support her the said Euphemia & the said John at all times in sickness & in health I hereby order & empower my said wife & my said son Asahel or the survivor of them if at any time the use rents issues & profits of the real & personal estate hereby devised shall be insufficient to support my said wife & my said son John or the survivor of them to sell & dispose of and convey the said real & personal estate & apply the proceeds thereof to the support & maintenance of my said wife & son or the survivor of them & from & after the decease of my said wife Euphemia Gibbs & of my said son John Gibbs I give devise & bequeath the rest residue & remainder of all my said real estate & personal estate unto my heirs general share & share alike that is to xxxy be divided equally among my children & if any of my children shall have deceased

living children the Share to which my said child or children would if living have been entitled is to go to his or her children Share & Share alike & I do further order & direct that my said Son John Gibbs in the due consideration for his infirmity of mind shall be maintained & reside in & upon the premises & appurtenances hereby devised & bequeathed in trust for his maintainance or with my said Son Asahel the said trustee as shall seem to be most in accordance with the interest & comfort of my said Son John Gibbs and I do further hereby declare that the above devise & bequest to my said beloved wife Euphemia Gibbs is intended & is so given to her in full satisfaction & recompense of & for her dower & rights which she may or can in any wise claim or demand out of my estate

And further I do hereby declare it my wish & as a husband & parent with a warm desire for the peace comfort happiness of my dear wife & children do advise though I do not enjoin it as an obligation upon them that my children whose comfort & convenience may require a home at the house I now occupy & hereby devised for the use of my said wife should reside with their mother & contribute so far as they may be able to her & their happiness & comfort

And I do further declare that it is not through want of affection that I have not particularly named all of my children but that I have heretofore done for them & given them what I am able to do consistent with a suitable provision for the maintainance & support of my said beloved wife Euphemia & of my unfortunate Son John

And further I do hereby declare my wish & intention in this my last will and testament to be as follows

147 I wish my said daughters Lucinda & Louisa to have each six Sheep out of my flock when they shall marry or when they shall choose to have them set off to them & that Louisa shall have a cow & a suitable setting out when she shall marry or when she shall wish to have it set out or procured for her as above set forth - so as to make her equal with my other daughters & all the remainder of my estate I wish to come to my said wife & my son Asahel so as to secure a maintainance for my said wife & for my said son John during their several lives & when my said wife & son shall both decease then I wish said property to be divided among my heirs as if I had made no will Lastly I do hereby nominate & appoint my beloved son Russell Gibbs Executor of this my last will & testament, In witness whereof I have hereunto set my hand this thirteenth day of February in the year of our Lord one thousand eight hundred & forty seven

John Gibbs (Seal)

Witnesses

Sullivan Burpee of Lewis N.Y.

Philander Gibbs of Lewis Essex N.Y.

The foregoing written instrument on the day of the date thereof was subscribed by John Gibbs the testator therein named in the presence of the undersigned The said John Gibbs at the time he subscribed the said instrument declared the same to be his last will & testament & requested us to sign our names as attesting witnesses thereto

We accordingly sign our names as such witnesses in his presence & in the presence of each other "A cow and" on first page and "and cow" on second page 3d line

118 thereof" 11th line same page "and" & for the better securing the support and maintenance of my said wife & of my said son & enabling my said wife Euphemia & my said son Asahel & the said [illegible] well knows in sickness & in health & hereby order & empower my said wife & my said son Asahel or the survivor of them if any him the use issues & profits of the real & personal estate hereby devised shall be in-trust to support & maintain my said wife & my said son John & or the survivor of them to sell & dispose of & convey the said real & personal estate & apply the proceeds thereof to the support and maintenance of my said wife & son or the survivor of them" interlined & to come in the 23d line of said page all interlined before execution

Sullivan Burpee of Lewis Essex N.Y.
Philander Gobles of Lewis Essex Co. N.Y.

Surrogate Court County of Essex

In Matter of proving the last will & testament of John Gobles deceased

County of Essex ss

Sullivan Burpee of the town of Lewis in said county being duly sworn & examined before Robert W Livingston Surrogate of the county of Essex doth depose & say that he was acquainted with John Gobles now deceased That he was present as a witness & did see the said John Gobles subscribe his name at the end of the instrument in writing now produced & shown to this deponent bearing date the fourteenth day of February in the year one thousand eight hundred and forty seven purporting to be the last will & testament of the said John Gobles deceased

that the said John Gibbs at the time of making the said subscription declared the said instrument to be his last will and testament and requested this deponent to sign his name as a witness thereto Thereupon this deponent accordingly signed his name as a witness at the end of the said instrument This deponent further says that the said John Gibbs at the time he so executed the said instrument was a citizen of the United States of full age of sound mind & memory & in all respects competent to devise real estate & not under restraint & that this deponent saw Philander Gibbs of the said town of Lewis sign the said instrument at the end thereof as a witness in the presence of the said John Gibbs & at his request

Sullivan Burpee

Sworn this twenty second day of May
A.D. 1847 before me

R.W. Livingston Surrogate

Surrogate Court
County of Essex

In the matter of proving the last will & testament of John Gibbs deceased

County of Essex ss

Philander Gibbs of the town of Lewis in the county of Essex being duly sworn & examined before Robert W. Livingston Surrogate of the county of Essex doth depose and say that he was well acquainted with John Gibbs now deceased that he was present as a witness & did see the said John Gibbs subscribe his name to the end of the instrument in writing now produced & shown to this deponent bearing date the thirteenth day of February in the year one thousand eight hundred & forty seven purporting to be the last will & testament

of the said John Gibbs deceased That the said John Gibbs at the time of making the said subscription declared the said instrument to be his last will & testament & requested this deponent to sign his name as a witness thereto
Thereupon this deponent accordingly signed his name as a witness at the end of the said instrument This deponent further says that the said John Gibbs at the time he so executed the said instrument was a citizen of the United States of full age of sound mind & memory in all respects competent to devise real estate & not under restraint & this deponent saw Sullivan Burpee of the said town of Lewis sign the said instrument at the end thereof as a witness in the presence of the said John Gibbs & at his request

Philander Gibbs

Sworn this twenty second day of
May A D 1841 before me

R W Livingston Surrogate

Surrogate Court
Essex County In the matter of Proving the last will & testament of John Gibbs deceased

Essex County ss

Russell Gibbs being duly sworn & examined before Robert W Livingston Surrogate of the county of Essex doth depose & say that the instrument in writing bearing date the first day of February A D 1841 purporting to be the last will & testament of John Gibbs deceased was executed in presence of this deponent & of Sullivan Burpee & Philander Gibbs the subscribing witnesses thereto & in the presence of R W Livingston who drew the said will That at the execution thereof the said Livingston took possession

157 thereof That said will was read to said deceased by the deponent before it was executed & has been in no respect altered or changed

Russell Gibbs

Sworn the twenty second day of May A.D. 1847

R W Livingston Surrogate

County of Essex ss Recorded the preceding last will & testament of John Gibbs deceased as a will of real & personal estate together with the proofs taken in the court of the Surrogate of the County of Essex relating to the said last will & testament which record is hereby signed & certified by me pursuant to the provisions of the revised statutes this twenty second day of May One thousand eight hundred and forty seven

R W Livingston Surrogate

State of New York
County of Essex } ss I Robert S Hale Surrogate of the said County of Essex do certify that I have compared the foregoing copy of the record of the last will & testament of John Gibbs & the proof taken in relation thereto with the original record now remaining in my office & that the same is a correct transcript of the said original record & of the whole thereof In testimony whereof I have hereunto set my hand & affixed my seal of office at Elizabethtown in said county this 29th day of August A.D. 1860

Rob S Hale

Surrogate

State of New York }
County of Essex } ss. I Robert W Livingston Clerk of the County of Essex and also Clerk of the Supreme and County courts of Oyer and Terminer do hereby certify that Robert S Hale whose name is subscribed to the within certificate of exemplification is and was at the date of the said certificate Surrogate of the County of Essex residing in said County elected and sworn and duly authorized to make said certificate That said Surrogate as such Surrogate is duly authorized to hold Surrogate courts being courts of probate in & for said County and that the seal impressed & attached to the said certificate is the Surrogates seal of the said County and that said Surrogate court is a court of record and has no clerk In testimony whereof I have hereunto set my hand and affixed the seal of the said County & of the said Supreme and County courts in & for said County the 30th day of August A.D 1862

Seal

R W Livingston
Essex Co Clerk

And afterwards to wit in Vacation and on the 23d day of July A.D 1862 the following decree was made in said cause which decree is in the words and figures following to wit

State of Illinois }
[illegible] County } Circuit Court
Summer Vacation 1862

[illegible] Blackwell Marcia E Blackwell
Eliza Ann Gibbs Sarah E Gibbs
Webster C Gibbs Lauretta C Gibbs & Ellen L Gibbs
Russell Gibbs vs & Frederick P Brown

Chancery Bill to enforce conveyance of certain premises

153 Russell Gibbs

vs

Ellen Blackwell and the other complainants above named } Cross Bill

By an order entered of Record in the March Term of said Court A.D. 1862 the above entitled causes were by agreement of the parties thereto set down for hearing before the Hon Isaac C Wilkinson judge of said Court in vacation with power to hear and determine the same and enter decrees therein in like manner as in term time In pursuance whereof the said causes were heard before and had by the said judge at Gaines in said county of Henry on the third day of April A.D. 1862 Geo N Shaw appearing as counsel for the complainants in the original bill & defendants in cross bill and O.C. Page appearing for Russell Gibbs defendant in original and complainant in cross bill No counsel appeared for Frederick P Brown one of the defendants in the original bill And the said judge hearing the said causes fully upon original & cross bills Answers to original & cross bills Replications exhibits and testimony and the arguments of said counsel thereon took time to consider thereof

And now on the twenty third day of July A.D. 1862 the said judge having sufficiently advised in the premises doth find the equity of said causes to be with the said complainants in the original & defendants in cross bill and that the said Isabel Gibbs complainants in original bill and defendants in cross bill are entitled to a conveyance of the premises in the said bills described and that the same be conveyed to the said Isabel Gibbs and that complainant in Cross Bill is not entitled to relief

134 It is therefore ordered adjudged and decreed by the said court that the defendant Frederick P Brown convey to Maria E Gibbs Sarah E Gibbs Webster C Gibbs Lauretta C Gibbs Gibbs & Gibbs [illegible] described in the said Original bill that is to say forty acres of land out of the North East corner of the South West quarter of Section Thirty three (33) in Town Seventeen (17) North of range two (2) East of the fourth principal Meridian said tract to be ninety rods east & west and seventy rods North & South by a good and sufficient deed of conveyance with a reservation in such deed of the right of dower in favor of Eliza Ann, Widow of Asahel Gibbs to which the said Eliza Ann Gibbs would have been entitled at law if the said premises had been conveyed to the said Asahel Gibbs before his decease It is also decreed that the deed whereby the said Frederick P Brown conveyed the South West quarter of Section Thirty three (33) in Township No Seventeen North of Range two (2) East of the fourth principal Meridian be and the same is declared null and void in so far as the said tract of forty acres above described is concerned and ineffectual to convey the same. And it is further ordered adjudged & decreed that the said Russell Gibbs pay all the costs of the two causes and that upon his failure to do so within twenty days from the date of this decree an execution issue therefor as upon a judgment at Law

July [illegible] 1862 D. A. Wilkinson Judge &c.

And afterwards to wit at October Term AD 1862 of said court and on the 15th day of October 1862 the following proceedings were had in said cause to wit

135 Ellis Blackwell etal
vs
Russell Gibbs etal
} For conveyance &c
And now at this day come the said complainants in this cause by L W Shaw their Solicitor and the defendant Russell Gibbs by O E Page his solicitor and this cause being now called, and the agreement entered herein in pursuance of the agreement and order of the court made and entered of record at the March Term A.D 1862 of this court, and thereupon this cause is now ordered to be stricken from the docket of this court

And afterwards to wit at the term last aforesaid and on the 25th day of October 1862 the following proceedings were in said cause to wit

Ellis Blackwell etal
vs
Russell Gibbs etal
} For conveyance &c
And now at this day this cause being again called comes the parties herein by their solicitors as aforesaid and on motion of defendants it is ordered by the court that thirty days be allowed said defendants to perfect an appeal from the judgment and decree of this court to the Supreme court of the State of Illinois and that execution herein be stayed until after the expiration of the said thirty days

State of Illinois }
County } ss. I Amos Gould Clerk of the circuit court
in and for said county do hereby certify that the above and
foregoing is a true and complete copy
of the record and proceedings in the
cause therein mentioned as the same remains of
record and on file in my
office. In testimony whereof I have hereunto set my hand and affixed the seal of the said court and
county at Carrollton this 18th day of November
A.D. 1862.

Amos Gould Clerk
By W. LeDalrymple Deputy

Now comes the said plaintiff in Error by Glover, Cook & Campbell his attys and says that in the record proceedings aforesaid & in the making of the Decree aforesaid there is manifest error in this to wit

The Court erred in rendering the Decree aforesaid in manner & form aforesaid

Therefore said Pl'tff prays that the same be reversed & annulled

Glover, Cook & Campbell
attys for Pl'tff in Error

State of Illinois } Supreme Court.
Third Grand Division } ss April Term A.D. 1865.

[illegible] Cutler & } Error to Henry
[illegible] P Brown } County.
vs
[illegible] Blackwell
Elvira Ann Cutler Def

And the said defendants say that neither in the record and process aforesaid nor in the giving of the judgment aforesaid, in anything is there error. and he prays in like manner that this Hon. Court proceed to the examination as well of the record & process aforesaid as of the matters aforesaid above for error assigned.

Geo. M Shaw,
Att'y for Defs.

Filed Oct. 6. 1865.
Wm. Cleaver
Clerk.
By [illegible] Deputy.

to
Obstacle
&
Blackwells
Record

Filed April 23, 1863
L. Leland
Clk

Obstacle Saints
Instance Apl 17th 1863