

1882-007
Nansemond Co. (Suffolk)

Chancery Causes: John Alonzo Staylor vs Exrs of Margaret Gibb et al

Taylor, Smith, Purdie, Bailey, Riddick, Morrison, Stezlor, Kilby, Rawls

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant of the City of Richmond
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *David B and William C. Jaylor, Executors of Margaret Gibb, deceased, and in their own right, and Edgar D. Jaylor*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *September* next to answer a Bill in Chancery, exhibited against *them,* in the said Court by *John A. Stayler,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *13th* day of *August* 1881, in the *106th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

C. H. Canby, p. 9

John A. Staylor

2^d } Sum. in Chy:

Marquess Gibbs Exors. Adl:

In Sept. Rules, 1881

Nauvoo and Cin. Co.

Pro. B. No. 1. Page

Cin. Co.

Specified On 8 & 9 Staylor by clearing to him a
true copy of the within and summarizing him to
appear and answer at the time and place shown
herein any 22nd 1881

By att. Sec. & M
City of Richmond

Received September 10th 1869 of Mrs Margaret, given
Eight Dollars in full of all claims due & to be
paid to this date

Alonzo Taylor

Alonzo Taylor

Alamy, Staylor
ape

Recd^{to} Sept 10th
169

" " "
K

Supper Sept 16

1880

Lonzer Taylor

bought of Mrs M Gibbs

one Stone Six dollars

\$ 6. 00

for fodder

due Mrs Gibbs

\$ 1. 40

Allegre Staylor & Co
20 mm m. bibles for
store. &c = $\frac{7}{1}$ $\frac{70}{1}$

Sept 16/80

" " "
L

agreement made this 22^d day of November
1876, between Margaret Gibb of the one part
and John Alving Staylor of the other part,

Thesaid Margaret Gibb, agrees to rent
& does hereby rent to said Staylor her farm
on the white Marsh road in Nansemond
County Va. (lying on Both sides the white
Marsh road) for the year 1877 & no longer,
on the following terms & conditions - The
said Staylor has the privilege to cultivate
the lands as he may think proper, except
that the field next to Miles E. Bidrick's
is not to be cultivated in corn (except
the small patch on which potatoes & cabbages
were planted this year (1876), on which he the
said Staylor may plant corn,

The Land on the West side of the white
Marsh road the said Staylor may plant
any thing he may please - The necessary
rails to repair the fences on the West side
of said Road to be paid for by said Gibb
but to be hauling & put up by said Staylor
at his expense - The necessary rails
to repair the fences on the East side
of said white Marsh road to be put
hauling & put up by said Staylor at
his expense, & sufficient to keep the said
fences in good repair

Thesaid Margaret Gibb retains

the right to use whenever she may please
the back room up stairs in the dwelling
house on said land, but when not used
by her, the said Staylor may use the
same, The said Bill also retains
the use of the new Crib on said land
— the crops to be divided when gathered
& one third to be delivered to said Bill
for her rent of said premises for 1877
which is retained as her rent — The
said crops to be put in the said new
Crib free of expense to her, The corn
to be sheched free of expense to her,
& no notice to be given to said Staylor
to quit the premises at the end of the
year 1877.

And the said Staylor covenants
to abide by & perform all the conditions
named above.

Witness the following signatures & seals.

Witness:
John R. Keller

Margaret L. Staylor
John A. Staylor

1877 Jan. 9. By agreement of the
parties hereto, we do hereby consent
to cancel this lease & agreement
& the Land named within is returned
to Mr. Lill, who agrees to pay Mr
Staylor fifty dollars, for a pre-
rent & has executed his note for the same
within our hands & seals.

witness

John Miller

John A. Staylor

Margaret Lill

"M"



Entered according to Act of Congress in the year 1871, by R. A. K. & Co., in the Office of the Librarian of Congress, at Washington.

SUFFOLK, VA. This thriving, beautiful town, with unsurpassed climate, where winters are but two months long, is situated on the Nansemond River, 17 miles distant from Norfolk—with which it is connected by steamboat and packet lines, also two railroads, and is, therefore, afforded unsurpassed facilities for cheap transportation and selection of markets, by steam lines to all points, indicated by dotted lines on the Map. Vegetation in the section, of which Suffolk is the center, is 4 to 6 weeks earlier than with New Jersey lands—and high prices are always commanded in the Northern markets for out door crops of early fruits and vegetables grown here. This is the farthest South such crops can be grown and shipped successfully for profit—By steamer to New York, it is 23 hours run—Suffolk has 6 Churches, 1 Collegiate Institute, 1 Ladies' Seminary, with 5 Public and several private Schools, 1 Newspapers, 2 Banks, 36 Stores, with a large country trade extending into North Carolina, 1 Saw and Box Mill, 1 Tannery, 1 Grain Mill, 3 Hotels—1 Hotel on European plan and 2 First Class Boarding Houses, 1 Masonic Lodge, 1 Council of Friends of Temperance, 2 Coach Factories, 2 Lime Kilns, 2 Brick Yards, 4 Oyster Packing Houses, 1 Cotton Gin, 2 Mineral Springs in and near town, 2 Railroad Depots, 2 Telegraph Offices, 2 Express Offices. Population about 2000, and rapidly increasing.

Suffolk being, in a great degree, exempt from North East Winds, makes it an admirable location for Northern invalids during the winter months. The cost of living is so exceedingly moderate as to attract the attention of all who desire to economize in their expenses. Society is no where better, and the sincere religious feeling which pervades the community, establishes a moral tone conducive to the peace and quiet of invalids, and secures the youthful from prejudicial associations. No where can the child be educated with greater safety to its moral well being.

The celebrated Magnolia Salt Sulphur Springs are located three miles East of Suffolk, on the line of the Seaboard Railroad. The waters of these Springs are rich in mineral combination—the distinguishing features of which are Iodine and Bromine in combination with Potassium. The only other Mineral Spring known to have the same combination is located in the Hartz Mountains of Germany.

M. P. MOORE & CO.,

Farms, Timber Lands, &c.

Suffolk, Va., ... 187

\$50.

Obedient I humbly to pay
to Mrs A. Staylor or order, fifty dollars
for release of renting contract in my
form 1877.

9 Jan 1877

Witness my hand and seal

Margaret Lile

Witness
John R. Kelly

Received in full the sum above
January 12th 1877

John A. Staylor
L. J. Holt & Co.

Mrs A. Staylor
Recd = for \$50.00
for release of farm
Jan 12/77

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *David B and William C. Jaylor, Executors of Margaret Gibb, deceased, and in their own right, and Edgar W. Jaylor*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *September* next to answer a
Bill in Chancery, exhibited against *Them,*
in the said Court by *John A. Staylor*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *13th* day of *August* 1881, in the *106th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

The within named David B Taylor, William C Taylor
and Edgar D Taylor are not residents of my County.
J. L. Davis Dyff
John C. Fulgham Shiff

C. H. Causay, p. 9

John A. Staylor

vs { Sum^t in Clay

Marquet Gibbs Exors^{ad} Ad.

To Sept: Rules, 1881

Pro: B. No: 1. page
Car. Co.

Virginia

In the Clerk's Office of Household
County Circuit Court, on Saturday,
the 13th day of August, 1881.

John A. Staylor.

Plaintiff

vs. In Chancery

David B. and William C. Taylor
Executors of Margaret Gibb, dec'd,
and in their own right and
Edgar D. Taylor

Defendants.

The object of this suit is
to recover from the Estate of Margaret
Gibb, late of this County, deceased, the
amount due the plaintiff for services
rendered the said Margaret Gibb in her
lifetime and as yet wholly unpaid.

And affidavit having been made that the
said defendants, David B. and William
C. Taylor are not residents of this State,
the said defendants are required to
appear ^{here} within one month after due
publication of this order, and do what
is necessary to protect their interests.

And it is ordered that a copy of this
order be forthwith published once a week
for four successive weeks, in the Christian

"Sun", a newspaper printed in the town
of Suffolk, in the County of Hampshire,
and reported at the front door of the Court
house of said County, on the first day
of the next County Court for the said Coun-
ty after the date of this order.

Teste,

C. H. Cansey, p. q

Peter B. Prentiss, Clerk.

Pro. A. Stuyvesant
re Order of Publication

Maugt. Sec's ex. a. m.

1881
Aug: 13th: Received

VIRGINIA:—IN THE CLERK'S OFFICE
of Nansemond County Circuit Court, on
Saturday, the 13th day of August, 1831:—
John A. Staylor

Plaintiff,

Vs

David B. and William C. Taylor Executors of
Margaret Gibb, deceased, and in their own
right and Edgar D. Taylor

Defendants,

IN CHANCERY.

The object of this suit is to recover from the
Estate of Margaret Gibb, late of this county,
deceased, the amount due the plaintiff for services
rendered the said Margaret Gibb in her lifetime
and as yet wholly unpaid.

And affidavit having been made that the said
defendants, David B. and William C. Taylor are
not residents of this State, the said defendants are
required to appear here within one month after
due publication of this order, and do what is
necessary to protect their interests; and it is
ordered that a copy of this order be forthwith
published once a week for four successive weeks,
in the "CHRISTIAN SUN" a newspaper printed in
the town of Suffolk, in the county of Nansemond
and be posted at the front door of the Court-
House of said county, on the first day of the
next County Court for the said county after the
date of this order.

A copy—Teste:

PETER B. PRENTIS, Clerk.

C. H. CAUSEY, p. q

aul9-4t

NOTICE

I, D. B. Deubar, Publisher &c. of the Christian Sun
a newspaper published & printed in the Town of
Soff M. ^{do hereby certify} Nansemond County, Va: that the annexed
order of publication, was inserted once a week
for four (4) successive weeks, in said newspaper.
Given under my hand this 17th day of September

1881.

John A. Starylow

25 { Certificate of Pub.
Margaret Webb's Gen. Ld.

1881

Sept. 17th. Filed

Virginia

hansemond County, to wit:

This day John A. Staylor appeared in person before me, C. H. Causey a Notary Public for the aforesaid County in the State of Virginia and made oath that David B. and William Staylor against whom he ~~has~~ ^{is} ~~about~~ to institute proceedings in Chancery in the Circuit Court of the as Executor of Margaret Gibb, deceased & if their own rights said County are non-residents of this Commonwealth.

Given under my hand this 13th day of August, 1881

C. H. Causey
Notary Public—

Pro. A. Taylor
Gaffney of New-
York

Margt: Gibbs, Exrs &c

1881
Aug: 13th: Sold

John A. Staylor Plaintiff
against Ex Chy. Cause pending in The Circuit Court of Newsum and Co.
David B. and William C. Taylor, Executors of
Margaret Gibb, deceased, and in their own right,
and Edgar D Taylor Defendants.
On this day ^(the 13th day of August, 1881) John A. Staylor, the Plaintiff in the foregoing
Cause, personally appeared before the Clerk of said Court, in
his Office, and made oath, that David B. Taylor and
William C. Taylor, Executors of Margaret Gibb, deceased,
and two of the Defendants in the above mentioned
Chancery Cause, are non-residents of the State of
Virginia.

Teste:

Peter B. Perdue, Clerk.

John A. Taylor
vs { affidavit of non-residence
Margaret Gobb's Exor: Ad:

1881
Aug: 13th: made & filed

This Cause in which the plaintiff seems to have proceeded against the absent defendants in the mode prescribed by law came on this day to be heard on the bill - answer if any. joint replication & exhibits filed and depositions of witnesses and was argued by Counsel

On consideration whereof the Court doth adjudge, order and decree that (the said J. Q. S. the Compt. in this Cause recover of the Exa^r the sum of \$1) or that a Com^t take an account &c. & report the length of time employed, nature of service rendered &c. and just compensation therefor.

Witness

Morris Bayard

Morris

Dr. Kelly

F. H. Rawler

John Brittain

Will Rich-

dich. sal.

Rough sketch
with

name of settlement

Staylor

vs

Gibbs exa

This cause came on this day to be heard and by consent of the parties thereto, entered of record in open court, it is ordered that decree may be made herein in vacation.

Shayter
re
Elli's Ex^{tr}

1882 Apr 10

Roughdiene

To be entered

Geo. B. Com

Entered Order Book No 1

page 361

account of
J. A. Starker against
M. H. Gibb for labour

from September 1th 1867 until July 15th 1868
and from January the 1st 1869 until September
the 15th 1869 and from December the 26 1869 until
September the 6th 1870 and from September
the 16th 1871 until November the 15th 1871
and from September the 1st 1872 until November
the 27th 1872

and for the use of myself and horse and cart
in 1879 and 1880 \$75 dollars for taking her to town
for 1880 ^{hauling} 17 hundred rail 375 for gait 50 for rails for
pig pen 25 and for cleaning out well 100
for hauling garden rails posts and railing and
building the garden fence 350
and for attend to her while she was sick \$5
and for watching over the farm
and for hauling six cords of wood \$6

for moving her property to town
and for taking one load of goods to
town and for two trips from town
to Mr Badgers, and two trips to Soldier
house.

The depositions of Alonzo Staylor, Morrison, Miles J. Riddick, Dr John T. Killy and others. Taken before me Peter B. Prentiss, a Commissioner in Chancery for the Circuit Court of Transylvania County pursuant to notice hereto annexed at the Clerk's Office in the town of Suffolk on the 28th day of July, 1882, between the hours of 6 A.M. and 6 P.M. to be read as evidence on behalf of Alonzo Staylor in a certain cause in Chancery depending in the Circuit Court of Transylvania County, wherein said Alonzo Staylor is Complainant and Margaret Gibbs Executrix are defendants.

Present. C. H. Conway atty for Plff.
R. H. Rawlin atty for Deft.

Alonzo Staylor being duly sworn on the Holy Evangelists of Almighty God deposes and saith as follows.

Q. What is your age, your occupation and are you one of the parties to this suit?

A. 30 years of age - a farmer and I am a party to this suit

The examination of this witness was
excepted to by defendant's atty.

2^d Quer.

When did you commence to work for
Mrs Gibb and what was your age at
the time

Ans.

I commenced to work for her in
August 1867 and was between 15 &
16 years of age

3^d Quer.

Did you ever have a full and
final settlement with Mrs Gibb
for your work?

Ans

I did not.

And further this deponent saith
not

John A Staylor

Wm J. Riebelich being duly sworn
deposes & says

1st Quer

What is your name, your age, your
occupation and do you know the
parties to this suit

Ans

Wm J. Riebelich, 35 yrs of age -
a farmer, and I know the plain-
tiff in this cause and knew Mrs
Gibb.

2^d Quer

Do you know whether or not John A
Staylor worked for Mrs Gibb and

21
if so, how long did he work for her

Ans I know that he did work for her for two or three years - I lived on an adjoining farm and saw him frequently at work -

3rd Ques Do you know whether or not the said Mrs. Gibb ever paid him for the work done for her

Ans He got nothing for his regular work on the farm and worked about the neighborhood to get money to buy his clothes - he has worked for me in this way, she did not even give him ~~the~~ shirt

~~4th~~
4th Ques Do you know whether or not Mrs Gibb ever promised to pay him, and if so in what way and how much?

Ans She promised to pay him in this way - that at her death she would pay the entire debt by leaving him part of her land, I never heard any specified sum named - I often heard her say this.

Ques examined
1st Ques How do you know she did not

Ans

pay him any money =
Because I was living on the adjoining
ing farm and knew pretty much
what passed between them.

2nd Ques

And further this deponent recollects
not at present

Wm. J. Riddick

Hugh Morrison being duly
sworn deponent and says.

1st Ques

What is your name, your age, your
occupation and do you know the
parties to this suit.

Ans.

Hugh Morrison, 43 years of age, farmer
and I know John A. Staylor and
knew Mrs. Gibb.

2nd Ques

Did you ever hear Mrs. Gibb acknowl-
edge an obligation of indebtedness to
John A. Staylor? ~~and if so, did she~~
Yes, I have.

Ans

Ques

How long was this before her
death.

3

During the last year of her life,
or few months before her death,
and before that about two years.

3rd Ques

How did she say she intended to

pay him

Ans.

By remembering him in her will
I had ~~two~~ conversations with her
and said to her. You are now
getting old and have not long
to live. You had better take
Alonzo (the plaintiff) home
with you and let him work
your farm and support you,
and after your death leave him
part of your property to com-
pensate him. She replied yes he
has been faithful to me and
worked well for me and I
intend to remember him in
my will - he shall be repaid
for all he has done for me -
I saw him go frequently to her home
just before she moved into town
especially in the morning. This was
a few months before she died.

~~4th Dec~~

And further this deponent saith
not

Hugh Morrison

Will J. Riddick - re-examined for
Plff.

1st Dec

You have heard the last question to,

and answer by Col. Morrison - have you ever heard similar statements made by Mrs Gibb.

Ans

Yes, I have more than once heard just such statements.

And further this deponent said not
Miss J Riddick

Dr John T. Killy being duly sworn
deposes and says as follows

1st Quer. What is your name, your age, occupation and do you know the parties to this suit?

Ans. John T. Killy, 57 yrs of age, by occupation a physician and I know the plaintiff in the suit -

2^d Quer Do you know whether, or not, John A. Staylor ever worked for Mrs Gibb and if so, state the nature and time of service?

I have seen him working for her and knew from her statement that he was working there - I am certain that I saw him there not more than two or three years before her death.

3^d Quer Did you ever see him there when attending Mrs Gibb professionally, and if

so state the nature of the service he was in the habit of performing about the home for her

Ans

I attended her when she was suffering from a broken rib and he was in the habit of performing menial service for her such as waiting on her in her room, which I thought did not come within the line of his duty as a man.

4th Q^u

Did you ever hear Mrs Gibb acknowledge any obligation on her part to compensate Staylor, and if so in what manner did she express her intention? and at what time before her ^{death}?

Ans

Yes, I have heard her make such acknowledgment and that she intended to remember him in her will. She made this declaration when I was attending her as above stated and on sundry occasions afterwards - the last time she said anything to me on the subject was in my office three or four months before her death, when she repeated that she intended to remember him in her will.

Q^u examined by the Abolitionists

attorney

1st Q-

Did you ever hear Mrs Gibb acknowledge that she owed Stayer any specific sum of money -

Ans

No -

2nd Q-

Did you ever hear her say that she intended to leave him any specific sum of money in her will

Ans

No - only that she would remember him in her will

3rd Q-

Do you know whether Stayer lived with Mrs Gibb up to the time of her death -

Ans -

No - he did not - she was living in town when she died

And further this deponent said not

Jos. E. Kilby M. D.

F. H. Rawls being duly sworn deposes & says as follows

1st Q.

What is your name, age, occupation & where do you reside.

Ans

Francis H. Rawls, 54 yrs of age, Deputy Sheriff & reside in Suffolk

2nd Q.

Do you know whether or not John A.

Staylor ever worked for Mr Gibb, and if so state the nature of the service and also state whether you ever heard her say anything about the manner of paying him

Ans

He did work for her. he worked on the farm for her; did general farm work.

In a conversation she had with me after he began to work for her, she told me she did not intend to pay him any regular wages, but she intended to give him a part of her land at her death. and this conversation was repeated more than once between us. I think he worked with her at least three years and I never knew of his having received any wages in that time.

1st Q

Exam-examinee

How long has it been since the conversation above alluded to between you and Mr Gibb took place?

Ans

I cannot state positively the date but think it was between 1867 & 1871

2nd Q

Do you know anything of the parentage of the plaintiff and who took care of him when he came to Hansewood

County -

Q

I know nothing of his parentage, he told me himself that he was a yellow-fever orphan, and that Mrs Bailey the Sister of Mrs Gibb took him from the Asylum in Norfolk and he came to Newbern and County with her.

Afterwards went back to Norfolk Co. with her where she died, and at her death he came back to Newbern Co. to live with Mrs Gibb

3rd Q

You say in your examination in chief that Mrs Gibb promised to give him a part of her land, do you know whether or not she ever sold that land before her death?

A

She did sell it - but the party to whom she sold could not pay for it and at the trust sale she bought it; and she died in possession of it.

4th Q

Do you know who cultivated the land at the time she sold it -

A

Staylor had rented it for that year and when she sold it, it necessitated his removal - which he refused to do unless she would compensate him for his trouble - and she did pay him fifty dollars to give up the place to the buyer.

And further the deponent saith not
F H Pawns

State of Virginia

County of Henric

I, P. B. Prentiss, a Commissioner in Chancery for
the Circuit Court of Henric County in the
said State, do hereby certify that the foregoing depositions
were duly taken, sworn to and subscribed
before me at the time and place mentioned therein

Given under my hand this 28th day of July
1882

Com. for 5th

John A. Staylor
is { Depositions for
Peiff

7 Mary Gibb's Exors

The depositions of Thomas W. Smith and Mrs
E. S. Pindy taken before me, Peter B. Prentiss a
Commissioner in Chancery for the Circuit Court
of Hansemond County. pursuant to notice hereto
annexed, at the Clerk's Office in the town of
Suffolk on the 3rd day of October 1882 between
the hour of 8 a.m. and 9 p.m. to be read
as evidence on behalf of the Executor of the
late Margaret Gibb in a certain Cause in
Chancery depending in the Circuit Court
of Hansemond County wherein Alonzo
Staylor is Plaintiff and the exors of Margaret
Gibb are defendants.

Present -

R. H. Rawles Atty for Deft

C. H. Leasure Atty for Plff.

Thomas W. Smith being duly sworn
deposes and says as follows.

What is your name, your age,
your occupation, where do you
reside and do you know the
parties to this suit.

Ans Thomas W. Smith, 50 years, Capital.

ist, farmer & lumber dealer, resides in Suffolk, and I know all the parties to the suit.

Q. Q

Are you the business agent of the defendant, Mrs. Gibb's executor?

Ans

3. Q

I am.

State what you know about the business habits of Mrs. Gibb; did she generally keep all her bills promptly paid, or was she careless about their payment?

Ans

Her business habits were to pay her bills often, and was very prompt. and she told me (on one occasion she never was delayed but once in her life,

4. Q

Did you have the management of her affairs after her death?

Ans

I did. acting for Taylor.

5. Q

Did you take charge of all her papers, receipts and accounts found among her effects after her death?

Ans

Mr Daniel Taylor and myself looked over her papers after her death and he handed me all such papers as were necessary for me to have as his agent.

6-2. Examine the paper marked exhibit-
"K" and say whether or not it was
found among her effects after her
death

Ans It was -

(Said xbt is herewith filed)

7-2. Examine paper marked xbt. "L" &
say if that was found among her
papers?

Ans Yes - & said paper is duly filed

8-2. Examine two papers fastened together
marked "M" & say whether or not they
were found among her papers -

Ans They were - (+ paper filed)

9-2. Did Mrs Gibb talk freely with you
about her business matters?

Ans She did & very often

10-2. Did you ever hear her say that she
was indebted to Stajda?

Ans I never did, but heard her say
a short time before she died,
you are the only man I owe -

11-2. From your knowledge of her business
methods do you think she would
ever have made such a loose &
unbusinesslike bargain as the
plaintiff here attempts to set up?
Excepted to by Pltff. attorney.

Ans. I do not.

12.2

If she had owed the plaintiff as he alleges, do you not think she would have paid him or secured to be paid to him all she owed him before her death, according to her usual prompt habits?

Ans

I do from the fact that she told me that when she died she did not wish to owe anything except her burial expenses.

13.2

Did she owe much when she died?

Ans

Very little that I know of - a few bills were presented to me which I paid

14.2-

What is the usual price of farm hands between 16 & 20 years of age when they are boarded by the owner from \$6⁰⁰ to \$10.⁰⁰ per month?

Ans

15.2.

What further do you know about the matter

Excepted to

Ans

I do not know that I am aware of anything else - I never heard anything of this claim till some time after her death and from her mother and

1st Q. Mrs Elizabeth^S Parry being duly sworn
deposes & says as follows -
What is your name, your age, your
residence & do you know the parties
to this suit

Ans Elizabeth S. Parry, 62 years - reside
in Suffolk and I know the parties
to the suit.

2nd Q. Did Mrs Ebb live in the home
with you at the time of her death

Ans She did. she lived in the home with
me from June 13 '88 till February 1891

3rd Q. State all that you may know in
regard to any indebtedness by Mrs.
Ebb to Abner's Store.

Ans On Monday before she died, Abner
brought her a load of wool and
a chicken - and she asked me
to get the money out of her
trunk & she paid him for the
wool & the chicken, and she said then
I have paid you all I owe you
and he said yes. You knew
and she died on the following
Wednesday -

4th Q. Did you ever hear her say that she
~~expected~~ did not owe any body anything
Ans I did, I went around with her

to pay up her bill the first week in January, and then she said I have paid all I owed and can go home contented.

Q-2

Did she always pay Staylor for the article which he brought her while she lived with you

Ans

She did.

Q-2

X-Examine

Did you know Mrs Gibb and Alonzo Staylor when Staylor first began to work for Mrs Gibb.

Ans

I did not know Staylor I knew Mrs Gibb. We were both raised on the Eastern Shore. She was a school-girl with my mother. I did not know Alonzo till she moved to town.

Q-2

Did you know anything of the bargain ^{with Staylor} or promise made by Mrs Gibb to him at the time he commenced to work for her

Ans

No I did not know anything about it - I knew nothing of her business in the County

And further this deponent deith not-

E. S. Purdie

State of Virginia }
County of Hansemond } To wit

J. P. B. Prentiss, a Commissioner in
Chancery for the Circuit Court of
Hansemond County in the said
State, do hereby certify that the fore-
going deposition were duly taken,
sworn to and subscribed before me
at the time and place mentioned
therein.

Given under my hand this
5th day of October 1882.

Corn^t Geo^r S. 5-00

Inaugt: Gibbs Exam
ads } Deposition for
 } Deph

Alongs Stager

~~Taylor~~ Staylor
~~vs~~ vs

~~S~~ Taylor

This cause came on this day to
be heard upon the bill, answer
and defensions and was argued
by Counsel; on consideration
whereof the Court with order agreed
and decreed that the suit be
dismissed at the costs of the
plaintiff.

Staycor
vs
Taylor.

Oct Term 1882

Final decree

To be entered

Leo B. Wood

Oct 14th 1882.

Entered - Chancery Order
Book No. 1 - Page 588

In the Circuit Court of Nausemond
County: Nausemond County to wit:-

The joint and several answers of
David B. and William C. Taylor Ex-
ecutors of Margaret Gibb deceased,
and in their own right, and Edgar
D. Taylor: To the Bill of Complaint of

John Alongo Staylor.

These defendants now and at all times
hereafter reserving all manner of ben-
efit and advantage to themselves of ex-
ception to the many errors and insuf-
ficiencies in said Bill contained, for
answer therunto or unto so much or
such parts thereof as these defendants
are advised is material for them to
make answer unto, they answer and
say: That it is true that Margaret
Gibb in said bill named did duly
make and execute such last will
and testament in writing of such
date and to such purport and effect
as is in such bill mentioned and set
forth. They further admit that the
said Margaret Gibb did by such will
appoint David B., and William C. Taylor

two of these defendants executors thereof
and that the said testatrix died about
the time stated in the said will without
altering or revoking the said will. And
these defendants further admit that at
the time stated in said will, the said
David B. and William C. Taylor duly
proved the said will in the County Court
of Nassau County and took upon
themselves the burden of the execution
thereof. And these defendants further
answering say that neither themselves per-
sonally, nor the estate of the said Margaret
Gibb are in any manner or form in-
debted to the said John A. Staylor for
wages or for work and labor, nor are
they liable to him the said John A. Stay-
lor for any amount for services rendered
or for any other thing. And the said
defendants denying the said claims sought
to be set up against them by the said
John A. Staylor say that the said
claims are unreasonable and wholly fic-
titious and without any foundation in
truth or in fact, and that the said
John A. Staylor has been fully remunerated
and paid for any and all services which
he ever rendered the said Margaret Gibb

and that the said Margaret Gibb never at any time promised him, the said John A Staylor, that "if he would live with and work for her she would ~~be~~ remunerate him at her death" or that she would by her will make him one of her legatees or devisees: nor did she ever hold out to him any inducement that if he would work for her she would at her death leave him any portion of her property. And as to the matters of account which are pretended in said bill to remain unsettled between the Complainant and their Defendants in respect of which a large balance of money is pretended to be due from their Defendants to the Complainant, their Defendants say that the whole has long since been settled and that they hold several receipts of the said Complainant to the said Margaret Gibb which show that at various and sundry times settlements were had in full between them. And their Defendants further say that for a long period before the death of the said Margaret Gibb, the Complainant had ceased to live with or to work for her. That in the year 1877 the said Complainant had rented the farm

of the said Morgant Gibb and was working
on his "iron hook"; that in same year
she sold said farm and paid
the said Complainant John A. Staylor
fifty dollars to give up his rent-
contract for that year and that
they the said Defendants hold his
receipt therefor. They further say that
when they took charge of the effects
of the said Morgant Gibb after her
death and their qualification, they
found among her books and accounts,
an account against the said Com-
plainant John A. Staylor for \$7⁴⁰/₄
in favor of the said Morgant Gibb, said
account bearing date on the 16th Sept-
1880 just two days before the execution
of her said last will and testament,
showing that instead of her owing him
a large amount of money, he was really
indebted to her for many articles.
And therefore their Defendants deny
each and every allegation contained
in the said Complainant's bill.
And their Defendants further say that if
the Complainant ever had any cause
of action or suit against them or
against the estate of the said Morgant
Gibb, or against the said Morgant Gibb

for or in respect of the aforesaid matters
of account, or claims or for any cause
or thing, the same did accrue unto him
upwards of five years before the filing
of the present bill, or the bringing or
instituting of the present action or
suing out of process thereon against
these defendants, and that the claims
set up by the complainant are barred
by the statute of limitations, and therefore
they plead the act for the limitations
of accounts &c against all the relief
which the complainant seeks in respect
thereof.

And now having fully answered the
Complainant's Bill these defendants pray
to be hence dismissed with their reasonable
costs in this behalf expended and
they will ever pray &c.

D. B. Taylor
W. C. Taylor
E. H. Taylor

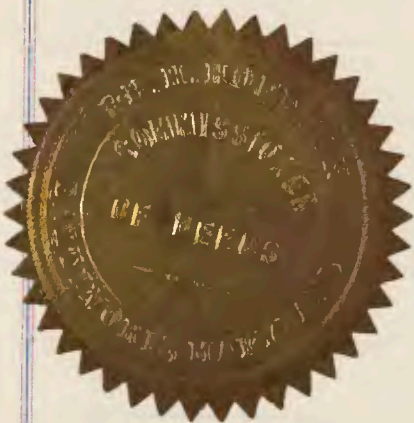
Maryland:-

City of Baltimore to wit:-

This day personally appeared before me, Philip H. Hoffman, Commissioner for Virginia in Maryland, duly commissioned, ~~for the~~ ~~City of~~ David B. Taylor, ^{and} William C. Taylor ~~and~~ ~~adversely~~ ~~affidavit~~ who jointly and several answer is above written and made oath that the statements contained in the said answer so far as made of their own knowledge are true, and that such statements so are made therein from knowledge or information derived from others, they believe to be true.

Given under my hand and official seal this 19th day of October 1881

Ph. H. Hoffman,
Commissioner
for Virginia in Maryland
residing in Baltimore City.



State of Va
City of Richmond } to wit.

This day personally
appeared before me, a Notary Public in
and for the City aforesaid, C. D. Taylor
whose name is signed to the
annexed writing, and made oath
that the statements contained therein
are true to the best of his knowledge
and belief.

Given under my hand &
Seal, this 22nd day of October 1881.
W. W. Gordon
N.P.



Answer.

I, Margaret Gibb, of Nansemond County, and State of Virginia, do by this writing make my last will and testament, as follows:

1. I direct that all my just debts and all my funeral expenses and all legal charges connected with the settlement of my estate be paid.

2. I direct my Executors, hereinafter named to have my body decently buried in the new burying ground at Norfolk, Virginia, near the grave of my ~~deceased~~ sister, the late Mrs Matilda Bailey and that suitable tombstones be placed at the head and foot of my grave, and also at the head and foot of my said sister's grave and that my Executors pay for the same and the expenses of putting the same in place out of my estate.

3 I give and bequeath unto Elizabeth Percy wife of John Percy the sum of Twenty five dollars in money to her and her heirs forever.

4. I give and bequeath unto David Gibb a negro boy who formerly belonged to me, the sum of one hundred and fifty dollars to him and his heirs forever.

5. I give and bequeath unto William Gibb another negro boy who formerly belonged to me Twenty five dollars in money to him and his heirs forever. But if said William Gibb should

be dead when this will shall take effect, then I give and bequeath said sum of twenty five dollars unto said David G. B. in addition to the sum of one hundred and fifty dollars given and bequeathed to him by the fourth clause of this will.

6. I also give and bequeath unto said David G. B. negr, one bedstead and bed and the necessary bedding and ^{Cover} for the same.

7 I give, bequeath and devise unto my three nephews, David B Taylor, Edgar D. Taylor and William C Taylor (sons of my deceased brother David C Taylor), all the rest and remainder of my estate not herein otherwise specifically disposed of; of every kind and description, real, personal and mixed to be equally divided between them, share and share alike of equal value, to them and their heirs forever.

8 I desire that my funeral sermon shall be preached from the 8th Verse of the 116th Psalm which reads: "For Thou hast delivered my soul from death, mine eyes from tears and my feet from falling".

9 I Appoint my Nephews David B Taylor and William C Taylor Executors of this

my will and testament, and desire that
no security shall be required of them as such
so I hereby revoke all previous wills and
codicils ~~made~~ ~~hitherto~~ made by me
Witness my hand and seal this 18th day of
September in the year of our Lord 1880.

Margaret Gibb. *(Seal)*

The foregoing writing was this 18th day of Sep-
tember AD 1880 signed, sealed and published
by Margaret Gibb as and for her last will and
testament in the presence of us who in her
presence and in the presence of each other,
have hereto subscribed our names as witnesses

Wilbur J Kilby

Peter B Prentiss

At a monthly Court held for Hansonville
County, the 12th day of March 1881.

This last Will and Testament of Margaret Gibb, late
of this County, deceased, was this day fully proved
by the oaths of Wilbur J Kilby and Peter B Prentiss
subscribing witnesses hereto, and was thereupon
ordered to be recorded. And on ^{their} motion of David
B Taylor and William E Taylor, the only Executors
named in the said Will, who made oath as the

law directs, and entered into a bond in the penalty
of One Thousand Dollars, Conditional according to
law. (but without security, the will directing that none
should be required of them, and which said bond
being acknowledged by the obligors therein is
ordered to be recorded.) Certificate is granted
the said David B Taylor and William C Taylor
for obtaining a probate of the said will in
due form.

Teste

Peter B Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss. Clerk.

"A"

a copy

Margt: Gibb's Will

In the Circuit Court of Hansemond County
To the Hon^{ble}. George Blow, Judge
of said Court.

John Alonzo Staylor . . . Plaintiff
vs $\int$ In. Chancery

David B. and William L. Laylor
and in their own right + Edgar D. Laylor
executors of Margaret Gibb: dec^d. Defendants.

Humbly complaining, sheweth
unto your Honor, your complainant,
John Alonzo Staylor a resident of the
County of Hansemond, in the State of
Virginia, the following case.

That your complainant was at an
early age left a helpless orphan
and was taken from an asylum
in Norfolk City by Edmund S. Bailey
and wife, who kept and maintained
him for several years or until the
death of Mrs. Bailey.

That very soon after that event to-
wit in the year 1867, your complainant
being then a very stout youth,
went to live with Mrs. Margaret Gibb,
a resident of the County of Hansemond
and the sister of the aforesaid Mrs.
Bailey, and remained with her and

labored on her farm for a period embracing several years.

That when your complainant went to live with the aforesaid Mrs. Margaret Gibb, she made no contract with him as to the wages he was to receive, but told him she was old and needed some person to stay in the house with her and that if he would live with and work for her she would certainly remember him at her death, in short that she would by last will and testament do what she failed to do while living.

That induced by these promises your complainant about the 1st of August 1867 went to live with and labor for the said Mrs. Gibb, and worked constantly until the 15th of July 1868 - re-commenced regular work on the 1st day of January 1869, and worked continuously until the last of September 1869 - re-commenced regular work the 1st of January 1870, and worked continuously until the 15th of September 1870, then from the 15th of September 1870, to the 27th of November 1871 and then

from the 1st of September 1872 till the 31st of October 1872,

That for these several periods covering a total of nearly thirty-three and one-half ($33\frac{1}{2}$) months your Complainant received no compensation in wages but only the promise frequently reiterated that "at her death he should be fully remunerated for his long and faithful services."

That in addition to these several periods of continuous labor your Complainant at divers times did sundry acts and performed various services for the said Mrs. Gibb all based upon the declaration by her to him, that at her death he should be compensated for all he had ever done for her at any time; and hence relying implicitly on these promises so frequently made to your Complainant and to sundry other persons no settlement for labor performed and services rendered was ever had or demanded by him from Mrs. Gibb.

That at times your Complainant during

the illness of Mrs Gibb performed the most meritorious service for her and acted as cook, housemaid, chambermaid and Jack of all-work about the farm for all of which he received absolutely nothing.

That on the day of , 1881 the said Mrs Margaret Gibb departed this life, having first made her last will and Testament which was duly probated in the County Court of Randolph County on the 14th day of March, 1881, a properly authenticated copy of said will being herewith filed marked "A" and is prayed to be taken as a part of this bill.

That contrary to all the promises made to your Complainant by the said decedent in her lifetime to him and to many other persons, no provision was made for him and he seems about to lose the entire amount he should have received for his labor.

That the devisees under the will of said decedent are Daniel B. Edgar D. and William C. Layler, who, with

the exception of several small be-
quests one to receive the entire
property owned by the decedent at
her death - they being her nephews

Your Complainant is informed
that the parties entitled thereto have
already received their respective
shares of the personal assets and
that a portion of the real estate
has been sold and that there now
remains to satisfy your Com-
plainant's claim a tract of
land situated in Lynnh District in
this County about four miles from
Suffolk and adjoining the lands
of Mills E. Riddick and James Brit-
ton and Lemuel Wilkins and
others.

Your Complainant says further
that if the services rendered by him
~~for~~^{to} the said decedent had been com-
puted at current rates for labor
and the amounts found due to him
at each rest placed at interest the
amount now due in gross would
reach at least four hundred and

fifty or five hundred dollars. which, or whatever sum may be found due to your Complainant should and does constitute a lien on the estate of the decedent Mrs. Margaret Gibb.

Your Complainant requests that an account may be taken by and under the decree of this honorable Court of the debt due to your Complainant, and that the executor of the said Mrs. Gibb may be decreed to pay over the amounts due him; and if the said executor shall not admit assets of this testator sufficient to pay the said sum found to be due to your Complainant - that an account may be taken of the estate and effects of said testator which have been possessed or received by the said executor or any person for them and the same applied as the law requires, and if there be no personal assets that the real estate still unsold be subjected to the satisfaction of the debt.

In tender consideration whereof and inasmuch as your Complainant is re-

mediless in the premises, save by the aid
of a Court of Equity where matters of this
sort are alone and properly cogniza-
ble and relievable your Complainant
prays that the said Daniel B. Edgar
D. and William C. Layler be made
parties defendant to this bill and
required on their corporal oath to
answer the same according to the
best of their information, knowledge and
belief, that all proper accounts may
be taken, and that such other and
further relief may be ~~granted~~^{granted} as to
the Court may seem meet and the
circumstances of the case requires
And your Complainant will ever pray &c.

John A. X. Staylor
Ct. H. C. Atty for Jno. A. Staylor, ^{mark} Sept Ruler 1881

State of Virginia

Hammond Co. to wit

I, C. H. C. Atty a Notary Public in and for
the County of Hammond in the State of Virgin-
ia do certify that John A. Staylor the Com-
plainant in the foregoing bill this day
appeared before me and made oath that

the statements and allegations therein
contained are true to the best of his re-
membrance and belief,

Given under my hand this 30th day
of August 1881

C. H. Leasurey
Notary Public

Geo. A. Staylor

18 1/2 In ch

Margt. Gibbs Exors

"Bill"

John A. Taylor

25th { Chy: Notes

Margaret Gibb's Exors: Ad.

1881. Aug: 13th: Sum'd in Chy: to Septor: Rules, 1881, issued

" " " Affidavit of non-residence as to the depts: David B.

Taylor & Wm. C. Taylor, Exors: of Margt. Gibb, dec'd, and

Or: of Pub: awarded vs them.

" Sept 5th: Bill de filed - & decree nisi vs depts: Edgar D. Taylor.

" " 17th: Petition of Pub: filed

" Octo: 3rd: Decree nisi vs depts: Edward D. Taylor, confirmed

& cause set for hearing as to him, on mo: of Plffs

Counsel.

Chy: Notes