

• SLADE, ANTHONY

1853

06790

1853.

Surrogate's Court
Herkimer County.

IN THE MATTER OF THE
ESTATE OF

Slade Anthony
DECEASED

06790 1

To the Surrogate of the County of Herkimer:

THE Petition of *Samuel Slade* of the town of *Deltecreek* in the county of Herkimer, respectfully represents, That your petitioner is *Samuel Slade* of late of the town of *Columbia* in the county of Herkimer, deceased, and is the *executor* named in the last will and testament of said deceased, which is herewith presented to the Surrogate, and which your petitioner received from

Guas Alfara

and your petitioner prays that such proceedings may be had thereon, that the same may be admitted to probate as a will of personal property, and may be proved and recorded as a will of real property. And your petitioner further represents that the said *Anthony Slade* died at his own residence in the town of *Columbia* in the county of Herkimer, on or about the *Nineteenth* day of *February* 18*57* leaving real and personal property in the county of Herkimer, and leaving a widow *Lillian Slade* who resides in *Columbia*

Herkimer and the following children to wit *Frederick Slade* who resides in *Deltecreek* *Herkimer* county *N.Y.* *Phoebe Goff* the wife of *George Goff* who resides in *Dodge* county *Wisconsin* and *John* *Herkimer*

and that the above named persons are all and the only heirs at law of said *Anthony Slade* deceased, to the best of his knowledge, information and belief.

Samuel Slade

Surrogate's Court, }
HERKIMER COUNTY, }

Samuel Slade

being duly sworn, says that all the

material statements contained in the above petition, by him subscribed, are true.

Sworn and subscribed this *2* day of *March* 18*53* before me,
Surrogate.

Samuel Slade

Cyrus *Herkimer* County *Magistrate*

Anthony Shultz
will

to prove will

leaving
my of
widow

18
in the county of
leaving
and

John March 2 1853
E. Shaw

deceased to the best of his knowledge information and belief

in the county of
THE Religion of
to the satisfaction of the County of
of the town of
of the town of
added in the text will and

IN THE MATTER OF PROVING THE WILL

06790

HERKIMER COUNTY,)

06790

Herkimer County Surrogate's Court, ss.

Samuel Slade being duly sworn

do *he* swear, that *he* will well, honestly and faithfully discharge the
duty of *executor* of the estate of *Anthony Slade*
deceased according to law, to the best of *his* knowledge and ability.

Sworn this *eighteenth* day of }
April 1853 before me. }
Esperance County Judge

Samuel Slade

06790

IN THE MATTER OF PROVING THE WILL
of *Anthony Slade* deceased, as
a Will of Real & Personal Property.

HERKIMER COUNTY, } ss.
Surrogate's Office, }

George Everett of the Town of *Lelickville* in
the County of *Ulster* being duly sworn and examined, doth Depose and
Testify, That he was acquainted with *Anthony Slade* (now
deceased) in his life-time: That this deponent *Swore* the said *Anthony*
Slade

subscribe the instrument now shown to the deponent, purporting to be the **Last Will and Testament** of the said *Anthony Slade* bearing date
the *Second* day of *January* in the year of our Lord one thousand
eight hundred and *forty six* and that the said *Anthony Slade*
at the same time declared the said instrument to be his last Will and Testament: And that
the deponent, together with *Baughston Everett* the
other subscribing witness to said Will, subscribed his name as a witness, at the request of
the said deceased: And that the said Will was executed by the deceased in the presence of all
of said witnesses, and was attested by all of said witnesses at the time it was executed, and
in the presence of the Testator and of each other: And at the time the same was executed
the deceased was of full lawful age, and of sound mind and memory, and not under restraint,
to the best of the deponent's knowledge and belief.

Sworn, examined and subscribed, this *15th* day
of *April* 18*53* before me,
George Everett Surrogate.

George Everett

IN THE MATTER OF THE

of *Anthony Slade*
Will of *Real & Personal*

LAST WILL AND TESTAMENT

deceased, as a
Property.

06790

HERKIMER COUNTY,

Surrogate's Office,

ss.

Cyrus Agnew

of the Town of *Columbia*

in

the County of *Madison*

being duly sworn and examined, doth Depose and

Testify, That the instrument in writing in the hands of the Surrogate of said County, purport-

ing to be the **Last Will and Testament** of *Anthony Slade*

deceased, was *Delivered to this Deponent by the*

Testator to keep, and the same remained

in this Deponent's possession until he

obtained the same Slade for probate

And this deponent verily believes the said instrument to be the identical **last**

Will and Testament of the said *Anthony Slade* deceased, and that

the same hath been in no respect altered or changed since it was executed and published by

the Testator, or since it was delivered to this deponent.

Sworn, examined and subscribed, this *18th* day

of *June*

185*3* before me,

Surrogate.

Cyrus Agnew

Anthony Slack
Offl of Lake
Pursing of hull

Encl. 2

Letter April 18 1855
Cheer
Dear

the County of
page Will and Testament
of the Town of
in

the same high been in no respect altered or produced since it was executed and approved by
Will and Testament of the said
page

RECORDED OFFICE
HARRISBURG PENNSYLVANIA
00230

I Antho Slade aged sixty six and upwards being desirous to discharge the duty which every man owes to his family, by making such provision for the distribution of my property as shall be just and equitable, do make, publish and declare this my last will and testament, as follows

First I give and bequeath unto my wife Julia all my household goods, wear, bedding, trappings and other furniture during her life, and in case of her death, then I direct that the same be divided in equal proportions according to the then value thereof, between my two children Phoebe Goff and Samuel Slade

Second I give unto my said children Phoebe and Samuel the rest and residue of all my estate real and personal except the sum of five Dollars which said sum of five Dollars I give and bequeath unto my son Sewal Slade

Lastly, I appoint my son Samuel Slade, executor of this my last will and testament

In Witness whereof I have hereunto set my hand this second day of January 1846 Anthony Slade

The above instrument containing of our help shall was at the date thereof declared to us, by the testator Anthony Slade to be his last will and testament, and he then acknowledged to us that he had subscribed the same, and requested us to attest it by signing our names thereto as witnesses

Broughton Everett residing in Hillsfield
 George Everett ^{Hickman County} residing in Hillsfield
 Hickman County

State of New York,

**COUNTY OF HERKIMER, } ss.
Surrogate's Office,**

Be it remembered, that on the day of the date hereof, the last Will and Testament of *Anthony Clark* late of *Schoharie* in the county of *Schoharie* deceased, (being the foregoing written instrument) was duly proved before EZRA GRAVES, Surrogate of the said county, according to law, as and for the last Will and Testament of the real and personal estate of said deceased; which said last Will and Testament and the proofs and examinations taken thereon, are recorded in this office.

In Testimony Whereof, the Surrogate of the said County hath hereunto set his hand and affixed his seal of office, this *Eighteenth* day of *April* in the year of our Lord one thousand eight hundred and *Fifty-Three*

Ezra Graves County
Surrogate

Surrogate.

Juneau August 3. 1854 Mr Graves Sir I wrote you
 some time since concerning the settlement of Father Slades
 Estate and requested you to inform me when it would be
 settled as I wish to be there we have received another
 letter from Samuel (the Executor) offering to send out the
 money on a settlement that I cannot consider a fair one
 he represents himself as ready and anxious to have it settled
 and off his hands as he has had the money by him some
 three months but he says that if we will not take what
 he offers he shall have you settle it which will cost
 some 50 dollars more than the ~~account~~ amount which he has
 charged the estate as your fees and expenses (\$1,87) and take
 six months or a year longer to accomplish now this is all
 unnecessary for when I was there we cast up ~~the~~ his accounts
 and agreed on the cash value of the loose old property and
 if he would stand where he agreed to when I left there
 it might all ~~be settled~~ have been settled long ago

I have made a mistake we have not received a letter from
 him but one from S. S. Morgan in his behalf as attorney
 there would be no trouble about the old property if I should come
 down we could divide it any way the trouble is not how
 we settle so much as when it shall be done and I wish you
 would write to me in answer to this and a former letter and
 tell me when the estate is to be settled yours &c
 Ezra Grand Esq

George Goff

Juneau Dodge Co Wis

The offer that is made for a settlement is I think
 about 100 Dollars less than it ought to be

I want you to answer this as soon as you can and dont
 forget me

G. Goff

Deputy Wells letter
August 9 1834

IN THE MATTER OF PROVING THE WILL
of *Anthony Slade* deceased, as
a Will of *Real & Personal* Property.

HERKIMER COUNTY, } ss.
Surrogate's Office, }

Baughston Everett of the Town of *Lehighfield* in
the County of *Madison* being duly sworn and examined, doth Depose and
Testify, That he was acquainted with *Anthony Slade* (now
deceased) in his life-time: That this deponent *knows* the said *Anthony*
Slade

subscribe the instrument now shown to the deponent, purporting to be the **Last Will and**
Testament of the said *Anthony Slade* bearing date
the *second* day of *January* in the year of our Lord one thousand
eight hundred and *forty six* and that the said *Anthony Slade*
at the same time declared the said instrument to be his last Will and Testament: And that
the deponent, together with *George Everett* the
other subscribing witness to said Will, subscribed his name as a witness, at the request of
the said deceased: And that the said Will was executed by the deceased in the presence of all
of said witnesses, and was attested by all of said witnesses at the time it was executed, and
in the presence of the Testator and of each other: And at the time the same was executed
the deceased was of full lawful age, and of sound mind and memory, and not under restraint,
to the best of the deponent's knowledge and belief.

Sworn, examined and subscribed, this *18th* day
of *April* 1853 before me,
George Everett
Madison Surrogate.

Baughston Everett

To the Surrogate of the County of Herkimer:

The Petition of

Samuel Slade

respectfully represents:

That *your petitioner* is the only Executor named in the last Will and Testament of *Anthony Slade* late of the town of *Lehighville* in the County of Herkimer, deceased: That said will was admitted to probate and duly proved as a will of personal property, before the Surrogate of the County of Herkimer, on the *eighteenth* day of *April 1853* That Letters Testamentary have not been granted thereon

And your Petitioner believing it necessary that the estate of the said deceased should be duly administered according to law, and being willing to take upon *himself* the burthen thereof, therefore pray that Letters *Testamentary* may be duly issued and granted to *your petitioner*

Dated *April 18*

1853

Samuel Slade

Herkimer County, ss.

Samuel Slade

The Petitioner above named, being duly sworn, doth depose and say, that all the material statements in the above Petition by *him* subscribed are true to the best of *his* knowledge and belief.

Sworn before me, this *18*

day of *April* 1853

}
Surrogate.

Samuel Slade

Page 1

Juneau, Jan 24th 1855

Mr Graves Dear Sir

We recd a letter from Samuel Slade stating that he had demanded a settlement and was determined to have one, and making my wife an offer of fifty six dollars & some cents if she would send a receipt of that ^{amount} indorsed satisfied which she is determined to do in opposition to my advice I advise her to hold still and let you make the casts and strike the ballance because in the first ^{place} I think his charges are illegal and unjust some of them and in the next place Samuel and myself when I was down there cast up all his and his fathers accounts and made a fair settlement put it into writing and all three signed it and ever since we came home he has been trying to break that up by getting other folks to make casts and write to me about it making it less than we did I have cast it all over and rectified the mistakes and the amount due the estate is still more every one is liable to make mistakes I have kept school seven winters ~~and my youth~~ and ought to know something about figures and I have still more confidence in my casts than I have in other peoples who I dont know on what papers they make the casts Mr Smith wrote that he made the ~~cast~~ less than I did but he wrote me that there were two notes missing, lost, which he cast up from some figures that I left at Samuels when he and I made the casts I dont think I left anything there to be relied on And I do think that no person could make correct casts and arrive at such a result from ~~the~~ all the papers that were shown me as they then were and now if Samuel will not abide by the settlement

that we there made I request you to reject all papers that are outlanced as he has often threatened to do if ^{we} did not accept of his proposition I wish to explain how Mr Smith came to make the cast Samuell requested me in one of his letters to chuse one of my old neighbours and he would take his papers and get him to make a cast and he would abide by his decision I wrote back in answer that I did not think that the best way but if I should chuse any body it would be Mr Smith but I had some papers that I wished him to see to enable him to arrive at a correct result The next letter he accepted Mr Smith and named Mr J Morgan Esq as a joint referee In reply I objected to his being attorney as a joint Referee The next letter I recd was from Mr Smith who had made the casts without seeing my papers and in his letter he says two of the notes were lost Now what confidence can I have in such proceedings Samuell and I worked two days ~~at~~ making his settlement with the Estate and I ~~took~~ a list of the notes Receipts accounts and all the indorsements day and date and amt &c now if our settlement is not to stand I want you or if it is to much trouble for yourself I want you to employ a competent person to cast it from the papers as I have them recorded for the correctness of which I am ready to qualify as they were then shown me Mr Smith was called on to come in and take a list of the papers as they were at fathers death according to his list there was over one hundred dollars more due the Estate from Samuell than there was as I have the papers recorded or as they were when I saw them

I send you the Settlement prepared to you will find it indorsed "a certified Inventory" in making

Some of my Estimates since I got home I have used a pencil around the bottom of the paper but the original is written with ink and is as we agreed on them then. The second paper is indorsed "Samuel Slade's Settlement" and is a record of the paper on which the settlement was based. There were two of the first paper or two papers alike which we all three signed. Samuel kept one copy and I took the other and ~~was~~^{they} meant as a final settlement as far as we could settle at that time. And now if that settlement is not to stand that we all agreed should be a settlement or the foundation of one as far as it went I desire to be present when a settlement is made myself or by my attorney. I believe justice requires that both interests should be alike represented. Samuel represents his own interests who is there to represent mine.

There was two hundred and fifty Dollars due from ~~others~~ when he broke. Samuel with others has bought in his property in order to get their pay. I suppose that cannot be settled now. Can it. All I want is a fair settlement with the interest on the money that he has kept out of our hands to let his brother in law et. cetera have and ^{our part of} the interest money that others have payed him since we made the settlement. Samuel wrote to us before he sent the money ~~that~~ also got Mr. Morgan Egg to write that they had made an estimate and it was all square & fair & that there was a ballance of two hundred due us and if we would take that & call it a settlement he would send us the money or if we did not he should have to go according to law and it would take one year or eighteen months longer and cost fifty or sixty Dollars more and assured us we could gain nothing as he should reject all the notes that were out lawed and so cut us off a great

heat

and when he sent us the money he kept back ten dollars out of the two hundred to pay the law expenses My wife is very nervous and is very easily scared and I had quite a job to reassure her and prevent her accepting that offer now he offers her fifty & six dollars more with a repetition of those awful alternatives "going to law to settle it" If he had made the same offer or presented the same account and let the 450 dollars that he is owing the estate stand as we left it I should have accepted it as something near the right and I dont mean to be very particular To conclude if Samuel will let our settlement remain as the basis of a settlement as far as it goes that is a settlement up to the date thereof and you will take a little pains to have justice done I shall be satisfied but if he will not I want you to hand these papers to some person there who is able and willing to represent our interests there at the day of settlement I think justice requires it and I hope you will do it in other words engage a lawyer for me as I know of one there that I can write to I shall trust to you to select one and to pay him out of any money there may be coming to us One word more about my wife her interests are mine and I always have managed our affairs but now Samuel appeals to her on account of his health representing himself as being hastened to the grave by the amount of this business and the awful responsibility of his office &c &c has disqualified her from acting with an unbiased judgment and I expect she will write to Samuel accepting his offer to which I object and appeal to you for justice he has made her believe that she can prevent your having any thing to do about the settlement - Yours truly Orange Goff
E Graves Esq

J. Mearns Dodge Co Wis

March 11th 1853

Mr Graves esqr Dear Sir

I wrote you some time since and inclosed for your inspection Samuel Slades and my settlement also the record of the papers upon which we made the settlement with a request that if you could not spare time to look over the casts and correct them that you would employ an competent person to do so ~~also~~ to represent my interests when Samuel presented his accounts for settlement perhaps you may have thought I distrusted your imparshality that was not the reason of my request I thought perhaps you might not give it ^{the} attention requisite to detect a seemingly fair and plausible misrepresentation Previous to my writing to you we had received a letter from Samuel offering fifty six dollars & some odd cents as balance due us allowing his fees as 100 Dollars the other day we received an other letter reducing his fees to Seventy Seven Dollars & some odd cents also a receipt of Six hundred and thirty one Dollars & eighty four cents written by you which reduces the amount some fifteen dollars from his former offer Now what I want to know is whether you received my letter and the papers I inclosed you and whether you have made any casts on those papers and if so what you consider due us I shall be perfectly satisfied with your decision provided you will give it the attention the subject demands We shall wait your answer before we answer Samuels letter Yours with respect Orange Goff

08750

(P.S.) will not that receipt in full cut us off from
the Debt of E W Fish provided Samuel ever gets
any thing due there

And Also is Samuel intitled to his percentage
on Mother bond while she lives Yours O Goff

In the matter of
Alden Estate
Letters and papers
from Orange Coff
Wisconsin

067901

A Summary of Samuel Stades and Anthony Stades Accounts and Notes & receipts as settled by Isaac Samuel and Orange Goff

1st one Receipt given by Anthony to Samuel of 100.00 Dated Jan 16th 1847 interest up to Feb 19th 1853 Amt Paid by O Goff Allow 145.85 142.77

2 one Receipt of 30.00 D Dated June 4th 1848 Int up to Feb 19th 1853 Amt Paid 187.56

3 one of 60.50 Dated Jan 24th 1846 Int up to Feb 19th 1853 Amt Paid 90.43 86.20

Notes Given by Anthony to Samuel Stades

1st one of 100.00 D Dated Aug 30th 1852 Int up to Feb 19th 1853 Amt Paid 103.31 103.28

2 one Note of 100.00 D Dated June 15th 1852 Int up to Feb 19th 1853 Amt Paid 104.74 95.50

3 one Note of 30.00 D Dated Nov 17th 1852 Int up to Feb 19th 1853 Amt Paid 30.90

Book Account for the year 1847 from the end of the year up to Feb 19th 1853 Account 82 Dollars Int 44.23 Amt Paid 112.89 124.23

There is evidently a mistake of 10 Doll in interest here Book account for the year 1847 of 46.86 int from end of the year up to Feb 19th 1853 Amt 62.86 Paid 63.69

Page 2
Book Account for the year 1848 of 20 D Amt
cast up from the end of the year to Feb 19 1853

Book account 20 D int 5.42 - Amt Paid 25.79 25.42

Book Account for the year 1852 10.25 Amt 11.57

Book Account for the year 1853 ^{Paid 10.35} Amt 5.06

Whole Amt of Samuel's Debts ^{Paid 5.00} against 83.75

the Estate except a Note that was over paid
of 150. D. Dated Apr 3 1848 over paid 15.96

Whole Amt 8.57

Due from Samuel Made to Anthony Slade
As Exhibited On Settlement between said

Samuel and Orange Goff May 1853

One Mortgage of \$70. D Dated Apr 1 1840

with 100. D. ^{Jan 6th 1845} indorsement and Interest satisfied
up to Apr 1st 1846

Int cast up to Feb 19th 1853 Amt 1141.53

One Note Given by Samuel Slade to Anthony Slade

of 150. D Dated Apr 3 1848 with the following indorse-
ments Paid 80. D June 11 1848 Paid 33. D ¹⁸⁴⁸
July 5th 1848 Paid 50. D cast up to Feb 19th 1853

One Note of 475. D Dated Apr 1 1850 with the follow-
ing indorsements Sept 24th 1850 Paid 50. D June 18th

1851 Paid 65. D July 24th 1851 Paid 27 ^{Aug 1st 1851}

1851 Paid 70. D Due Feb 19th 1853 ^{De 15/51 1853} 122.37

Paid 130.90

3 one Note Given by Samuel to Anthony Slade
 of 200, D Dated Apr 3 1848 with the following
 Indorsements May 18th 1850 Recd 75, D June 12th
 1850 Recd 50, D July 25th 1850 Recd 50, D Aug 25th
 1850 Recd 50, D Due Feb 19th 1853 Amt Due 7.87
 one Note of 20 Dollars Dated May 5th 1840
 with the following Indorsements Sept 18th 1840
 Recd 8, D Sept 16th 1840 Recd 4, D Dec 6th 1840
 Recd 8, D Cash up to Feb 19th 1853 Amt Due 1.16
 One Note of 50 D Dated May 9th 1840 with
 the following Indorsements March 12th 1844 Recd
 40.50 Nov 15th 1845 Recd 14.79 Due Feb 19th 1853 29.57
 Amt of Notes Due the estate 28.89
 Sam Slade with Int cash up to Feb 19th 1853 160.92
 Whole Amt of Notes & Mortgage Do Do 1302.50
 Samuels Demands taken out 857.71
 Balance Due the Estate Feb 19th 1853 450.79
 Recdify the mistakes & it is ~~457.71~~
 (457.71)

Settlement Proposed by Samuel Slade

An Inventory of the Personal Property of Anthony
 Wade Deceased Done on Settlement with Samuel
 Wade the Estate

| | | |
|--|-----|--------|
| | 150 | 450.00 |
| Note against Leach & Church int paid Apr 1/52 | | 700.00 |
| 3 Notes against William Horsford int not paid | | 300.00 |
| 2 Notes against Esch Sanders on int from Dale Dale with \$5. Dollars enclosed of 100. Doll each | | 200.00 |
| 1 Note against Elias W Fish of 100, on int. | | |
| Since April 10 th 1852 | | 600.00 |
| Have Recd as int & for Hay sold | | 174.00 |
| one old 2 horse waggon about 10 Doll by Estimation | | 10.00 |
| one one horse waggon Do Do Do | | 10.00 |
| one cutter Do Do | | 10.00 |
| 1 old fanning mill | | 3.00 |
| 1 dragg & plow | | 2.00 |
| 1 Saddle & bridle Do | | 3.00 |
| 1 stove and 1 caldron Kettle | | 6.00 |
| About 25 bushels of potatoes | | 5.00 |

Certified an inventory by us this 3rd 2413 00
 day of May 1852 Home Orange Goff
 Leach & Church note Dated Apr 1/52 Samuel Slane
 Horsford Notes Dated Apr 1/52 June 1/52 Thebe Guff
 And Aug 31/52 E Sanders notes Dated
 Dec 17/57 & Apr 1/52 Esch Sanders notes Dated Apr 1/52 14.00