

## The Crosby Papers by Ron Collins

In January 2003 Bill Gabler brought to me at the Hebron Village Store a bag of old papers that had sat in the police office for a decade. Bill had recognized the age of some of the documents and thought that I, as the Hebron Historical Society Archivist, would accept them for the Society. I did and as soon as possible started to catalogue and preserve the papers.

This is what I found.

First, a note was in the bag that read “5/20/92 *To Whom It May Concern – these papers have been in the family all these years and I feel should rest in ‘Hebron.’ My mother was Alice V. Coffin of Boscawen, NH. Her mother was Lois Crosby of Hebron who married Henry Coffin of Boscawen in the 1880’s.*” Signed Robert H. Austin.

After examining and cataloging the contents, I discovered that the bag contained the newspapers, business receipts, personal letters, legal documents and social correspondence of Samuel Crosby (1786-1868) and his son James Crosby (1821-1894). Included were most of the legal and receipt papers for the guardianship that Samuel had for Sarah and Edmund Shattuck, Samuel’s set of invoices and receipts for services rendered to and by him, newspapers collected by Samuel (each of which contains an article mentioning Sam), personal letters spanning from the 1820’s to the 1890’s (some from as far away as Key West, Florida), social invitations, recommendations for James Crosby from various academics, James’ surveyors record book and map of house lots in Groton and miscellaneous other documents. All of the documents have been preserved and digitally copied for study. There are several interesting stories found in these papers which I outline below.

The major story to be found in these papers concerns Samuel Crosby’s guardianship of Sarah and Edmund III Shattuck from 1816 to 1825. Before I present the stories from these papers, I want to answer the question: who were the Crosby’s and Shattuck’s? Capt. Jaazaniah Crosby (1753-1831) was one of the original settlers of Hebron. He was a veteran of the Revolutionary War and moved from Hollis, NH to what is today Hebron in the 1770’s. He built his house on Tenney Hill. He married Elizabeth Gilson (1754-1828) and had ten children, all of which were born in Hebron. His third child born in 1782 was named Samuel. Little Samuel only lived until October 1784. When another son was born the name was used again (which was a common practice at the time). This second Samuel was born on March 29, 1786, and it is his papers that are the subject of this article.

Edmund Shattuck (born about 1740) was also one of the settlers of Hebron. He married Abigail Chamberlain and had two children Rachel (born 1771) and Edmund jr. (born about 1772). Edmund jr. married Sarah “Sally” Millikin (born about 1787) on May 6, 1812 in Hebron and had two children Sarah (also called “Sally,” was born about 1814 and probably died in 1825) and Edmund III (born about 1813). Edmund jr. died about 1816 and it is his two children, Sarah and Edmund III, who came under the guardianship of Samuel Crosby.

### **The Guardianship of Sarah and Edmund Shattuck**

On March 29, 1816 Samuel Crosby pledged two thousand dollars surety to judge Edward Evans to obtain the guardianship of Edmund and Sarah Shattuck. His sureties were seconded by Isaac Barnard and Daniel Pratt, and the guardianship papers were witnessed by Bishop Knight and Elijah Noyes. He was granted guardianship over the two minors.

This guardianship grant already raises some interesting questions. First, why didn't Sally Shattuck, Edmund's widow automatically get custody of the children? The answer appears later in the Crosby papers when it is revealed that Mrs. Shattuck (now widow Shattuck in the papers) was not healthy enough to administer her late husband's estate and children. Among the papers is a invoice to "Mrs. Shattuck" from doctor Dane Dadgy for treatment of a "canker." This invoice includes seven visits for treatments from October 29, 1819 to January 27, 1820. The total bill was \$2.11 of which Mrs. Shattuck paid \$0.34 by cleaning house for the doctor for 5 days in April 1820.

Second, why did Sam Crosby want to have the guardianship. The answer, again from evidence in these papers, is that a portion, at least, of Sam's business was guardianships and foreclosures. Besides the Shattuck children, Sam also had custody at one point of the estate of Barak Cass of Bristol. In both of these cases Sam is brought to court to answer charges of stealing assets from the estates. Sam's brother Isaac is also involved in these dealings. Estate and heir guardians had the legal right to charge the estates they managed certain fees and to recover any expenses involved in managing the estates. Sam billed for everything he did, and so in fact, derived a good portion of his income from these estate fees.

Whatever the reasons, Sarah and Edmund, the children, are being raised by Samuel Crosby from 1817 until 1825 when their mother, Sarah, takes over guardianship of Edmund III (Sarah, the daughter had died, probably in early 1825). The widow Sarah is the administratrix of her husband's estate. The final settlement and receipts paid by Sam Crosby before the settlement are addressed to her. At the top of one receipt it states "*Mr. Sam. Crosby, guardian to Sally Shattuck & Edmund Shattuck heirs at law to Edmund Shattuck late of Groton deceased intestate – to Sarah Shattuck Administratrix to estate to said deceased.*"

In one receipt signed and approved by Sarah there is an entry dated January 13, 1825 "*to board & clothing said Sally Shattuck for the term of seven years ten months beginning at March 13, 1817 at 4 per week - \$252.50.*" 'Sally' Shattuck in this receipt is widow Shattuck. In this same receipt there is a listing that reads "*to extra care of said Sally during six years of said term on account of her lameness sickness – estimated at \$121.68*" This entry lends credence to the idea that the widow Sally was not healthy enough to care for the two children.

It is important to keep in mind the costs involved. The average wage for a day of labor in 1825 was \$0.66. The average yearly income was \$114. Thus the \$374.18 paid to maintain the widow Shattuck represented three years pay for the average person. As an example of what labor cost at the time, consider the two receipts below that was found in this collection:

May 18 <sup>th</sup> 1819 to Currier Barnard and William George	
10 oxen and myself one day mending fences	0.67
altering lambs and calves	0.12
move to my mill to male 11 barrels cider	1.83
and water? cider 6 barrels	0.50
August 3, 1820 to Moses Hull and Joseph M. Colleston	
one day haying	1.17
November 25 to Moses Hull	
one day and a part of a day making cider	0.60

to Joseph M. Colleston one day making cider	0.33
to my mill to making 10 barrels cider	1.67
to Water? cider 5 barrels	0.42
August 1821 the use of my grinding stone sundry? times	<u>0.17</u>
	\$7.48
	<u>-2.48</u>
	5.00
[On reverse side]	
Payment by Isaac Barnard administrator of the estate of Currier Barnard late of Plymouth - William George	

June 1823 Mr. Barnard to Asa Hobart	
	to two days work 1.17
	to my self Charles & Cattle 0.75
Aug	to reping half day 0.50
	cash paid by Wm Hobart 0.50
	to Asa Hobart one day 0.84
Sept	to 28 lb of beef 1.30
Feb	to house and slay to Lyme 5.67
due on settlement	

Sometime around early 1825 the child Sarah Shattuck died (as will seen from a probate document quoted below). Soon thereafter, on March 14<sup>th</sup>, 1825 a notice was placed in the Hebron Village Store that read “*Notice – Will be sold at publick vendue by virtue of a license from the probate Court to the highest bidder, two thirds of the farm formerly owned by Edmund Shattuck jr. deceased well known by the name of the Shattuck farm in the town of Groton on Friday the twenty fifth day of March instant at one o’clock P.M. on the premises. Also the reversion of the Widow’s dower. Conditions made known at the time and place of sale. Samuel Crosby – guardian for the heirs.*” On the reverse sign of this document it says “*Posted in my store this 14<sup>th</sup> day of March in 1825. John Nevens.*” There is no record of how much the farm sold for, nor is it clear what the “widow’s dower” was. It was very unusual for a woman to have a dowery at that time. A dowery was an old custom in which the bride’s family paid a dower fee or gave dower gifts as a way to induce a man to take the bride off the families hands. This was sort like selling a women.

At some time around 1823 widow Sally moved temporarily from Groton to Boston, perhaps for medical reasons. On March 30, 1825, Samuel Crosby writes a letter in answer to a letter from her that she sent from Boston asking for \$15.00. Samuel answers that he has no money to send until the estate is settled but a Mr. William Heath who is traveling to Boston in April will give her what he can to be paid back at the estate settlement. In this same letter Mr. Crosby informs the widow Shattuck that he has paid the debts she owed to “Mr. Nevens, Mr. George, Mr. Whipple & Ezra Goodhue.” One wonders what happen to the money raised from the

sale of the farm which occurred two weeks prior? Why wasn't some of that money given to the widow?

Sarah Shattuck also needed cash from time to time which was supplied through Sam Crosby by Nathaniel P Rogers. We have one note that reads "*Nathaniel P. Rogers Esqr. Please to Receive of Samuel Crosby and notes signed by me which he may present to you and indorse the same on a note which I left in your care signed by said Crosby running to me and you will oblige. Hebron May 8<sup>th</sup> 1826 Sarah Shattuck by her Attorney in fact Thomas Page.*"

Widow Shattuck was not happy with the guardianship of Sam Crosby. It is not clear exactly when the guardianship of the Shattuck children ended but it was certainly finished by February 1825 when a final settlement was made. On August 14, 1829 widow Shattuck writes that "*Whereas there appears to be a mistake in the settlement of the guardian account of Samuel Crosby as guardian of Edmund Shattuck and Sarah Shattuck made in the County Probate in Feby 1825 of \$9.73 in the award(?) of Probate fees twice as also in its not fully approving that the said Crosby has awarded(?) himself with rent of from us long as he aught to have done as also in the said Crosby's not having charged himself with this sum of \$10 which he had previously had of the mother of said children for the use of said children. Now therefore for the settlement of said mistakes and adjusting the sum the said Crosby has agreed to pay Sarah Shattuck present guardian of the said Edmund Shattuck, the said Sarah Shattuck of the word of said Crosby having received the sum of twenty four dollars & twenty cents which said sum of the said Sarah Shattuck have this day had of the said Samuel Crosby and do hereby discharge the said Crosby the sum and all many other mistakes in said settlement, as also for any mistake that may have happened in his settlement of his guardian act, made in the Probate Court on the 29<sup>th</sup> of June 1829. Signed Sarah Shattuck.*"

This would seem to have ended the matter but it didn't. We have a note dated July 24, 1829 written by Jonathan Pike, Gordon Burley and Robert Burns stating that they "*were called as arbitrators to settle dispute between Sam'l Crosby of Hebron & Sarah Shattuck of Charlestown both in the state of New Hampshire*" concerning a disputed receipt for \$34.73. The arbitrators found in favor of Samuel Crosby on this receipt but also decided that Mr. Cosby did owe widow Shattuck \$14.45 as a settlement of other debts.

As a parting shot the widow Shattuck wrote the following letter.

*"Mr. Joseph Goodhue*

*Groton August 24 1829*

*I thought it was my duty before I left this place to lay a complaint before some of the church members against Samuel Crosby, which I directed to the Rev. Mr. Tenny and stated for haveing recourse to past swearing, standen(?) and smugling to avoid giving up property belonging to widows and fatherless children. Mr. Tenny informed me that it was not proper for him to take it up and wished me to state the case to you. I will refer you to the men I heard make such statements Joseph Cass Esq. of Alexandria attended the last probate Court at Bristol and in my hearing before a large number of people said that when Samuel Crosby came as administrator to lay the inventory of his brothers estate before the Judge of Probate he spoke to the Judge to examine him closely for he was knowing of property to the amount of sixty dollars that Crosby was keeping back beside a nice pocket book of his brothers which he had then in his pocket. The judge after charging him faithfully administered the oath and Crosby swore he had rendered an amount of all the property then Cass made it appear there was sixty dollars behind which Crosby gave up and took another oath. Cass came forward again and requested him to*

*tell the Court how he came by the pocket book he had there in his breast pocket which Crosby had to ??? and acknowledged it belonged to the estate. The judge in court told Mr. Crosby he remembered a piece of smuggling which was transacted between him and a couple of Lawyers and Esqr Blaisdell. Told the story he said when Crosby brought in his account for settling the Barnard estate he requested a large fee which he said Lawyer Bell to be allowed him but the Judge thought not proper so the amount was moved out without it but before the Judge decreed the amount allowed he went out of the room and Mr. Crosby agreed with the Lawyers for a certain sum to past down the fee which the Judge had rejected with the other amount, thinking he would come in and decree it allowed not perceiving it but Esqr Blaisdell had been watching and told the Judge and the plan was defeated. I could state many other things of the kind but I think this is enough.*

*Sarah Shattuck”*

Following the issuing of this letter (a copy of which was obtained by Samuel Crosby) the widow petitioned the Probate court to once again reopen the settlement. Her petition dated September 26, 1829 contains the following “*Sarah Shattuck widow and relict of Edmund Shattuck late of Groton in said County deceased, that there is but one child of said Edmund living, and he be by the name of Edmund Shattuck.*” (That the child Sarah died is evident. It may be the case that Sam Crosby’s guardianship ended when she died, in which case she died sometime around January 1825.) The petition was granted and Sam Crosby was ordered to appear in Court in October 1829 and account for all portions of the estate of Edmund Shattuck that he managed as guardian.

There is no document in the Crosby paper collection that gives the final outcome of this court session.

However, this doesn’t mean Sam Crosby was not seen in court again. In February 1830 Sam is ordered by another court to pay Solomon Payne, John Hazelton and Samuel George \$55.20, which he did on March 10, 1830. One gets the impression that old Sam Crosby was one slippery character. In 1838 Sam foreclosed and sold at auction the Evan Bartlett farm in Hebron.

### **The James Crosby Papers**

James Crosby was the son of Samuel Crosby. He was a well educated man who was a noted surveyor in the Hebron area. James was born on November 8, 1821 in Hebron and died there on May 25, 1894. He married Emeline E. Buell of Groton born in 1828. They had several children, one of which was Lois Crosby the grandmother of Robert Austin who donated the Crosby papers to Hebron. Concerning James Crosby “He was a surveyor, justice of the peace, farmer and undertaker. He held the office of Justice of the Peace for twenty four years. He owned a farm of 150 acres within the village of Hebron, and this was the farm upon which he was born.” (Source: Child's Grafton County Gazeteer - 1709-1886, page 3).

In the Crosby papers we have four recommendations of James Crosby from various academic sources. In the first, dated November 7, 1840 it states “I consider him a young gentleman of good moral character and well qualified to instruct in all those branches usually taught in common English Schools. Signed James Richardson, Principal Hebron Academy Nov. 7, 1840.” Evidently James was applying for a teaching position somewhere.

On December 2, 1840 James receives a letter from his brother Abial who is in Key West, Florida. Abial tells of a harrowing eleven day voyage to reach Key West. On this same day James also receives a recommendation from the Selectmen of Hebron, John Hammond and

David Heath.. Soon thereafter he receives his third recommendation to teach from the Bristol School Committee signed by S. Stevens, Robert Smith and M Sawyer. Still later in November 1841 James receives yet another recommendation from S. Tenney, Principal of Hebron academy and Hiram Orcutt Associate Principle. Mr Orcutt signs another one for him on November 17, 1842. One wonders why so many recommendations were needed. Perhaps teaching positions were hard to find in the area at that time.

### **The Jaazaniah Crosby Letter**

The collection contains what is the last known letter by Jaazaniah Crosby, written sometime in the early 1860's, Jaazaniah Crosby (1780-1864 he was the eldest of Sam Crosby's siblings) is addressing his younger brother Samuel.

*"My Dear Brother. I received your letter Monday & I now begin to answer some of your inquiries. As to your being born in a cow hovel, it was not so. You were born according to former testimony in Mr. Bartlett's house that was burnt. You recollect the house before father ever moved on that hill, when they moved on that hill they lived a part of the first summer in a hut that Mr. Jacob Lovejoy built for his cow, is what our Mother often said. So it appears you were nursed in a cow stable but not born there. There was no spot cleared on the place before he began there, he built that log house that you recollect the first summer. I have often heard him say he that summer would take his scythe in the morning & walk to Plymouth 8 miles do a days work mowing for half busel of corn & take that corn & scythe on his back & walk home at night. That is the way he was forced to live then. To his possessions I can tell you but a little. He had part of enough to pay for fifty acres of land & I suppose 25 dollars in silver at that time would pay for the land, but the Continental money was worth one cent on the dollar in silver. That his house hold furniture was, I have no means of knowing. We must imagine it small to move into, a house about 8 feet by 12. It had a fire out doors to cook by & I am pretty sure when we moved out of the old log house there nine in the family & the whole house only some twelve by 18 feet square. We left it in November & before the next spring the wind took the top all off carried it across the road & almost demolished the body.*

*How our father got along as well as he did I cannot tell, for if he broke a sled in the field he must go & get a neighbor to come to mend it, he could do no such thing himself & you may ask how we boys came by our ingenuity, I can say it came from the other side of the house. The Gilsons had a large share of it so we are decent on that line. In my day, I have had the name of having some more than a common share of the commodity. Mother was the smartest man of the two in every respect. She would lift the most at a time. I have heard father say he never could lift a barrel of cider & have heard mother say the most she knew of lifting at a time was a barrel of potash.*

*When I arrived home I found things all right but they were not expecting us before the last of the week so I thought I was complimented very well James said the house looked better than when I went away & some of the neighbors said I looked better than when I left. One of our aged friends have passed away since my return. A Mrs. Rowe one I presume you know nothing about, and soon it will be said of us we are gone. Then I have answered all your questions I think of according to the best of my abilities. It is hard work for me to write to what it formerly was, but if you take the time enough I think you can pick it out & I suppose you have plenty of that to spare. You may take the date of this letter anywhere from the 5<sup>th</sup> to the 15<sup>th</sup> of July as I have been a great while writing &*

*made many blotches that is no wonder for an old trembling man & you must take things as they are. We all have to when we cannot make then as they should be.*

*Mrs. Crosby writes with me in sending kind salutations to you & large share to your wife & all who inquire after us.*

*Yours truly  
J. S. Crosby*

Footnote: Jaazaniah Crosby refers to the Gilsons who “had a large share” of ingenuity. The mother of Sam and Jaazaniah was Elizabeth Gilson (1754-1828).

### **Church History in the Crosby Papers**

In this collection of papers we have two sources of historical tidbits concerning the church in Hebron.

Hannah Page (1805-1870) married Luther Colby in 1827. From a letter written to Sam Crosby by Hannah Colby some time after her marriage we have the following: “In 1822 there was a revival in Plymouth among the Methodist and I attended their meetings and my attention was much called to the subject of religion.”

It is not clear if Sam Crosby was content with the church in Hebron at this time because in a notice on the front page of the *Democratic Republican and General Advertiser*, published in Haverhill, NH on Wednesday, November 9, 1831 (and repeated in the November 16 & 23, 1831 issues) it states “Notice is hereby given that Ezra Goodhue, Samuel Crosby, Isaac Crosby, Joseph Goodhue and their associates, have formed themselves into a religious society, have assumed and will hereafter be known by the name of ‘The First Congregational Society in Hebron,’ agreeably to an act passed July 3<sup>rd</sup> A. D. 1827, empowering religious associations to assume and exercise corporate powers. By order of said society – Samuel Crosby, clerk, Hebron, Nov. 4, 1831.” It is not known what became of this society.