

LOOKING BACK

100 Years Ago From The Pages of The Walton Reporter

100 YEARS AGO,
SATURDAY, OCTOBER 21, 1922

THE WEEK IN WALTON

**What We Are Talking About
at the County Hub**

WATER CO. SUES VILLAGE

**Market Till Robbed-Houses
Bought and Sold-Want New
Bridge—Rev. Bixby Resigns.**

Mr. and Mrs. Ralph Seely of Northfield saw two deer feeding in the orchard near their barn one morning recently.

The convention of the Woman's Foreign Missionary society of the Kingston district of the Methodist church was held in the Walton church Wednesday. Some sixty delegates were present, representing the various churches in the district. The sessions proved both interesting and profitable.

While David Robbins and family and Clara Stokes were coming to Walton Sunday the kingbolt of the wagon broke a short distance above Howland's dam, letting the tongue drop and freeing the horses. The horses took fright and ran as far as Delaware street, where they were stopped. Very little damage was done.

At the morning service in the First Baptist church Sunday, Rev. B. L. Bixby announced his resignation as pastor to become effective the last Sunday in November that he may accept a call to the church at Port Byron, N. Y. It was voted by the congregation not to accept the resignation and a motion was carried to refer the matter to the official board to see if Mr. Bixby could not be induced to remain in the pastorate he has held the past five years.

For the fiscal year ended Aug. 31, Julius Kayser & Co. report net earnings of \$1,685,058 after making allowances for depreciation, bond interest and federal taxes. After deducting dividends on stocks of the old company and on the new preferred stock, the balance was equivalent to \$8.37 a share on the new common stock of no par value. In the previous year the net profits were \$618,978, or \$7.45 a share on the old common stock. The surplus amounted to \$968,977, as compared with a deficit last year of \$218,151.

S. T. H. Knight, secretary of the Chamber of Commerce of Walton, was called to New York Tuesday as a witness for the prosecution against E. Bromley Rodgers, under trial on an indictment for fraud in connection with sale of stock in the Rodgers Scientific Automotive corporation. Rodgers sought to secure financial aid in Walton for his company in the manufacture of an air-cooled engine. It is claimed that he represented that the company was turning out engines in a plant in Walton when in fact no such factory existed.

The village board is negotiating with the Ontario & Western railroad company to build a new bridge over the railroad at Burton street to replace the present structure. Residents of that section appeared before the board a short time ago and claimed that the bridge was unsafe for foot traffic, because automobiles coming from St. John street often made such a close turn that if pedestrians were on the bridge they would be endangered. The turn on to the bridge is so sharp that several automobiles have run into and broken the guard rails of the bridge.

Clair Knickerbocker has sold his house on the Delaware street extension to George S. Wakeman of Third brook, who will move to the village. Mr. Knickerbocker

will move to Middletown as he has been promoted to a position as division superintendent of the freight house auditing department of the Ontario & Western railroad. Postmaster F. F. Dickerman has bought the house on East street owned by Mrs. Minnie Crawford of Ocean Grove, N. J., and occupied until recently by L. S. Hector. Mrs. Elizabeth Marvin has sold her farm up Marvin hollow to Russell Bagley. All three sales were made through the agency of H. M. Robinson.

The Walton Water company, through its attorney, A. G. Patterson, has brought suit against the village of Walton for \$210 for hydrant rental during the month of August. The village has taken no action on the bill which was presented a month ago and so the water company has brought suit to collect. It will be remembered that the water company has never collected hydrant rental as the franchise states that water is to be furnished free for protection against fire. The village, however, has never collected any franchise tax until this year and it is the claim of the company that if a franchise tax is collected they are entitled to hydrant rental.

On Tuesday night between 6:15 and 6:45 o'clock some one entered the market of D. W. Parsons, Delaware street, and took \$161.83 from the cash register. Mr. Parsons locked up and went to supper shortly after six. On returning twenty minutes later he opened the cash register and found that it had been looted of its contents. Entrance was gained by cutting away a screen on the side of the building next to Hoos' new bakery. The window had been left open and it was an easy task for the thief to crawl in, walk a few steps to the cash register and fill his pockets with the loot. Harry McLean was arrested in connection with the theft and was taken to Delhi Thursday. He had worked in the market at times.

JURY DISAGREES ON AMOUNT OF VERDICT

**Munn Estate Sued by
Miss Robinson for Back Pay**

FOR SERVICES AS NURSE

**Asked \$18 a Week for
Five Year Period While
Defense Alleged Ample
Compensation Given.**

After being out nearly seven hours the jury in the case of Miss Kathryn Robinson of Walton against William C. Munn of Delhi, as executor of the estate of the late Daniel Munn of Walton, reported to Justice Tuthill in supreme court in Delhi late Wednesday that they were unable to agree and were discharged. The action was brought to recover for services as trained nurse for a period of five and one-half years at \$18 a week, or \$3,200. The disagreement of the jury makes a new trial necessary.

It is understood that all the jurors were in favor of a verdict, the lowest amount favored being \$1,200.

Samuel H. Fancher and Arthur G. Patterson of Walton appeared for the plaintiff and ex-Judge Lewis F. Raymond of Franklin and Arthur F. Curtis of Delhi for William C. Munn, the defendant. As outlined by Mr. Patterson Miss Robinson's claim for services was founded on the fact that for many years she had acted as housekeeper for Daniel Munn for which services she had received a salary of \$30 and \$40 per month which had been regularly paid but that for years before his death Mr. Munn had been a confirmed invalid and that she was a trained nurse and in that capacity she had cared for him.

Miss Robinson was not able to be a witness for herself to any agreement about her compensation with Mr. Munn in his

lifetime according to the rules of evidence, but by other witnesses she sought to show that at various times and in the presence of various persons Mr. Munn had intimated that he would take care of her for her services as a nurse. Evidence was introduced by the plaintiff to show that not long before his death Mr. Munn executed a codicil to his will which was not found with the will when offered for probate and that it was hinted that this codicil contained provisions for the benefit of Miss Robinson. The defense was that the \$1,000 legacy left to Miss Robinson by the will of Mr. Munn and the monthly checks that she had received were sufficient compensation for her services and that no contract had been made by the deceased for other compensation.

Among the witnesses for the plaintiff were William E. Henderson, C. B. Lincoln, Mrs. Frank Medrick, Mr. and Mrs. Norman Wall, Dr. C. E. L. Keene of Harrisburg, Pa., Dr. W. B. Morrow and Charles T. O'Neill.

Mr. Henderson's testimony was in regard to accounts for Mr. Munn and Miss Robinson.

C. B. Lincoln told of trying to get the services of Miss Robinson for members of the Walton Masonic lodge, of which he was then master, during the influenza epidemic in 1918, and of being told that Mr. Munn would not release her.

Mrs. Medrick and Mrs. Wall described the nursing services performed by Miss Robinson for Mr. Munn and also told of the general conditions in the Munn household during the period in question.

Norman Wall was a witness of a codicil to his will which Mr. Munn executed in September, 1921, two months before his death. He said that Mr. Munn stated that he wished him to witness a change to the will and that he and J. J. Connelly signed as witnesses in the presence of Mr. Munn and of each other. That the paper was in Mr. Munn's handwriting and that after he and Connelly had signed the document they visited with Mr. Munn for half an hour.

Dr. C. E. L. Keene of Harrisburg, Pa., related conversations with Mr. Munn while he was a visitor at the Munn home in one of which Mr. Munn told him that Miss Robinson would have the house after his death, and of a later conversation in October, 1921, in which Mr. Munn said he had made a change in his will giving Miss Robinson the house and also told the doctor who were the witnesses to the codicil and who the executor was.

Dr. W. B. Morrow described the physical condition of Mr. Munn, whom he had attended for ten years prior to his death. He stated that Mr. Munn had been an invalid since an accident to his knee some years before his death and testified to different things Miss Robinson was called upon to do as nurse. These services called for daily attention.

It was brought out that at the time of an accident to one of the Kayser company's employees about three years ago Dr. Morrow had asked Miss Robinson to take charge of the case. She referred him to Mr. Munn to whom he related the circumstances and told him that Miss Robinson could make good money and that some one else could take her place in the household. Mr. Munn, however, told the physician that he had agreed to compensate Miss Robinson for all she was sacrificing in giving up her work as nurse and caring for him and that he was going to fix it so that she would lose nothing.

Charles T. O'Neill told of Miss Robinson's coming to the First National bank and getting Mr. Munn's safe deposit box on the day the codicil to the will was executed in September, 1921.

The defense was that Miss Robinson had received ample compensation for her services. The testimony of the witnesses

for the defense is given in brief.

J. J. Connelly testified that he was called in by Mr. Munn in September, 1921, to witness a paper which Mr. Munn said was a little change in his will and that Norman Wall, the other witness, had previously signed the paper and was leaving the room as he entered. Mr. Wall, recalled later, testified that both were in the room when the paper was signed.

A. S. Fitch and M. W. Owens, who occasionally visited Mr. Munn in the afternoon, stated that on some occasions Miss Robinson was out from half an hour to an hour at a time. On cross-examination Mr. Fitch testified that on one occasion Mr. Munn told him that if Miss Robinson left him that he would enter a soldiers' home.

E. B. Guild testified that W. C. Munn came to the First National bank shortly after the death of Daniel Munn and they opened the safe deposit box and sorted out an envelope marked "Will of Daniel Munn, W. C. Munn, executor." The witness said W. C. Munn put the envelope in his pocket and walked away without opening it; that the envelope seemed to contain quite a quantity of paper and was rather thick.

C. M. Munn on the witness stand said that the envelope was opened by W. C. Munn in his presence and contained only the will admitted to probate which was on a single sheet of paper.

W. C. Munn, executor, gave testimony similar to that of his brother as to the contents of the envelope. He also testified to conversations with Miss Robinson particularly in regard to certain furniture she claimed belonged to her brother, Robert Robinson, who married Mr. Munn's daughter, and not to Daniel Munn, and which she took when she moved.

Miss Hazel Pomeroy, Mrs. James Munn and Mrs. J. J. Connelly declared on the stand that the work done by Miss Robinson did not amount to much. It developed from Miss Pomeroy's testimony that Mr. Munn had made several wills. The original will contained a legacy of \$500 for Miss Robinson and Mrs. Munn's will a similar amount. Some legacies in Mrs. Munn's will were not paid as her estate was insufficient to meet the bequests and later Mr. Munn included these amounts in his own will. At that time he bequest to Miss Robinson was changed from \$500 to \$1,000.

No mention of the house was made in the will and the plaintiff sought to show from this that provision was made in the missing codicil for her to receive this.

The case was summed up by Arthur G. Patterson for the plaintiff and by ex-Judge Raymond for the defense. The case was given to the jury about four o'clock on Wednesday afternoon and at 11 o'clock the jury reported a disagreement and was discharged.

WIFE GUILTY OF MURDER

**Mrs. Giberson Convicted
of Killing Husband**

FORMER SIDNEY WOMAN

**Told Police Thrilling Story of
Being Bound While Murderous
Robbers Kill Husband.**

Mrs. Ivy Richmond Giberson of Lakehurst, N. J., a former Sidney girl, was convicted of first degree murder for the death of her husband, William Giberson, by a jury at Toms River, N. J., Wednesday night. She was sentenced to life imprisonment in the New Jersey penitentiary. An appeal will be taken by Mrs. Giberson, it was announced.

William Giberson was shot to death in his home at Lakehurst on August 14 while he slept. A few days later his wife was arrested charged with the crime. At the trial letters were put in evidence to show a sentimental attachment between Mrs. Giberson and Harold GaNun, and the prosecution

developed the theory of the woman's desire to get rid of her husband in order to be free to marry GaNun. Another motive developed was that the slaying was a desire on Mrs. Giberson's part to cover up defalcations in her husband's bank books of which she had charge. While deposit slips credited him with \$2,300 he had but \$2.38 in the bank.

Mrs. Giberson was found bound and gagged in her room on the night of the murder and told the police a story of how robbers had done this while they were killing her husband. Her testimony on this point was as follows:

"I was awakened by a noise in the kitchen—just loud enough to disturb one's slumbers. I got out of bed, and while feeling along the wall in the kitchen for the light switch was seized by two men. One of them placed his hand roughly over my mouth,

"What happened then I really do not know. I can't remember whether I fought or struggled, and forgot just what did occur."

One man tied her arms behind her, she said, and then evidently left her while the second man was tying her ankles. It was then, she said, that she heard a shot from the sleeping room in which she had left her husband. The man tying her ankles, she said, called to the other: "What in hell did you do that for?"

With an oath, the man in the bedroom called back, according to the witness, "He was waking up." After the robbers had fled, she declared, she managed to free herself and give the alarm.

Mrs. Giberson, who was born in Sidney, was known in her earlier years as Ivy Richmond, daughter of Mr. and Mrs. Leroy H. Richmond, and a student at Sidney high school. Ivy Richmond as a Sidney girl, while yet in her teens, had rather alluring features, glossy raven hair; keen, penetrating black eyes that scintillated with brilliancy under normal conditions, but shot out lighting and daggers under provocation. Her conduct and reputation while residing in Sidney were exemplary.

The family about twenty years ago resided on Grand street in Sidney near the river embankment. Mrs. Richmond at her home worked on gloves for the Clark Textile company and Ivy Richmond worked in the Clark silk mill. Her father, Leroy H. Richmond, was a builder and contractor and build several of Sidney's homes, his workmanship being in high demand. Mrs. Richmond's father died in Sidney. The family moved to Lakehurst, N. J., and still reside there.

Ivy, now Mrs. Giberson, was twice married. Her first matrimonial venture was in Oneonta about 1902, when at the age of 17 years she was married to William Meehan, and the couple had a son; they separated while residing in Trenton, N. J. Later she worked in a restaurant conducted by her late husband, William Giberson, their marriage following soon after. Her son by her first husband is named Frank Richmond, who now resides at Lakehurst with his grandparents, Mr. and Mrs. Leroy H. Richmond. Mrs. Giberson was at one time in her girlhood days employed at the Edgerton House in Delhi.

RESCUED CHILD FROM FIRE

**Farin Home at Titus Lake
Destroyed by Flames.**

(North Harpersfield cor.)

George Lane's house near Titus lake, town of Harpersfield, burned last Thursday morning while they were milking. A small child was rescued by Manley McMullen and a few things were saved from the parlor and one bedroom. The cause of the fire is not known. The child was badly burned and the dog was burned to death. Mr. and Mrs. Lane lost all their clothing except what they had on. Insurance was about \$1,000 on the house and contents.