

And it appeared by the auditor's report of the 8th of March, 1841, that all the claims filed against the estate, except the claim of the bank, and of the complainant, were barred by limitations.

The trustee having sold only those portions of the estate called "Marengo," which were devised by the testator to his son Edward R. Gibson, and by him sold and conveyed to Fayette Gibson. And the portion of the same estate devised to Frances Gibson, then the wife of Dr. James Tilton, and the proceeds of these sales, not being sufficient to pay the mortgage debt of the bank, and the claim of the complainant, it became necessary to estimate the value of the other portions of the real estate of the testator, which were not sold, for the purpose of determining what proportion each should contribute, to make up the deficiency. This was done, and after various other proceedings, accounts based upon these principles, were stated, and finally confirmed.

The proceedings will show, that on the 18th of May, 1821, Fayette Gibson sold to John W. Blake, for a full price, that portion of the devise of his father to him, described as the land which the testator had purchased from Hughes, and which was called "Lombardy." That the mortgage which he took from Blake, to secure the balance of the purchase money, after deducting the cash payment, he transferred to one Harrison, by whose executor a bill was filed for the sale of the property to satisfy the debt, and that a decree passed in the year 1839, under which a sale was made in the same year, and that Orson Gore became the purchaser, and that this land is now owned by Charlotte L. Edmondson and Horatio L. Edmondson and James Hopkins, who claim by purchase from the said Gore, in the year 1843. It also appears, that in October, 1821, Fayette Gibson, for a full and valuable consideration, conveyed to Edward Lloyd, his part of the tract called "Marengo," with a general warranty of title, a covenant for further assurance, and that the grantor had full power to convey a title free of incumbrances; and that Lloyd and his devisee, one of the defendants, has held this property, without interruption, until the present bill was filed.