1807-007 SOUTHAMPTON COUNTY CHANCERY PAPERS BRANTLEY vs ROWE et al 1807

other SURNAMES: Williams, Denson, Turner

Brantley
&
Rowe &c } Bill

June 1806
Bill filed Rule
July Rule &
Aug Rule &
Sept 1806 Answer
filed Repd & comm.

1807
Dismissed

To the worshipfull Court of Southampton county in chancery
sitting. Humbly complaining sheweth unto your worships
your oratrix Mary Wade Brantley, that sometime in or about
the year 1803 your complainant contracted with a certain
Lemuel Rowe of this county for the purchase of a small
piece of Land in this county supposed to be about ten
acres, more or less; that the price agreed on between the said
Rowe and your complainant for the purchase of the said
Land was forty Dollars, That your oratrix ever ready on her
part to comply with the contract deposited in the hands
of a certain Joseph Denson the said forty Dollars, the
purchase money to be by him paid over to the said Rowe
as soon as he should make your oratrix a deed for the
said ten acres of Land, That the said Rowe in part complying
with his contract set apart and allotted to your complainant
the said Land, and put her in possession of the same, where
she has resided for the last two years, the above statement your
oratrix will be able to prove to the entire satisfaction of
your worships - But now so it is may it please your worships
the said Lemuel Rowe his contract so aforesaid made and
regarding but intending to defraud your oratrix
has actually sold the said Land, which was in the first
instance bargained and sold to your oratrix, to a certain
Drury Williams of this County whom your oratrix may
may be made a defendant to this her bill of complaint
and as your oratrix is informed is about to make a convey-
-ance of the said Land to the said Drury Williams - In tender
consideration whereof and for as much as your oratrix is
remediless in the premises except by the intervention of
court of equity - To the end therefore that the said Lemuel
Rowe and Drury Williams may on a sufficient true and
perfect answer make to the several allegations of this
bill and may state whether a contract as above stated
was not made and in part executed by a delivery of possession

of the said Land to your oratrix and that your worships will decree and compell the said Lemuel Rouse to execute to your oratrix a deed in fee simple for the said ten acres of land and grant to your oratrix such other and further relief in the premises as may be consistent with equity—

May it please &c—

Taylor for compt.

Robe
Def's answer
Brantley
Sept. 1866
Answer filed &c

The answer of Samuel Rowe to a bill in chancery exhibited against himself and a certain Drewry Williams in the County Court of Southampton by Mary Wade Brantley.

This respondent now and at all other times hereafter saving and reserving to himself all and all manner of exceptions to the bill of the complainant for the many errors imperfections, insufficiencies informalities and untruths therein contained, stated and set forth, in answer thereto or to so much thereof as he is advised it is material for him to answer saith.

That strange it is may it please your worships that any human being should have the hardihood to patch up so many falsehoods and strive to give them the appearance at least of probabilities. The bill of the complainant might be answered in a very short way that is by saying it is from its genesis to its revelation a false statement, but in order to make the absurdities appear to every rational mind your respondent will answer the allegations one by one in order

No contract was ever to the knowledge and belief of your respondent, entered into between himself and the complainant for or about a piece of land. He knows that he and the complainant at sundry times did converse about making a contract which in fact was never executed either in part or the whole.

Your respondent remembers nothing of any price agreed on for any lands by him and the complainant nor can it appear reasonable that such a thing could happen when he did not believe she possessed wherewith

to comply with and fulfil such a contract. He agreed however that he told her that if she would settle with Joseph Denson a claim which he had against your respondent he would provided they could agree on the price and terms sell her a small piece of land somewhere on his tract but he believes Densons claim still stands in force against him, and was never settled if so he ought to have had a discharge from Denson nor was any quantity of land mentioned nor did he consider it a contract, because she never to his knowledge acceded to the proposal. Besides Drewry Williams (long since the commencement of himself and the ~~retund~~ complainant was by agreement (verbal) to settle the claim of Densons against your respondent. Denson last winter demanded payment of your respondent, which plainly shews that the complainants never settled the claim. No money was ever deposited in the hands of Joseph Denson for your respondent by the complainant except it was kept a profound secret from your respondent

One day as the complainant and your respondent were conversing respecting the ~~purchase~~ bargaining for the purchase of a piece of land a certain Willis Farrar was present so he went with your respondent round the piece of land about which they had been conversing who with your respondent concluded that no person could live in an honest way on a piece of land of that description it being entirely cleared and no fire wood nor rail timber thereon he therefore declined making a bargain with her for the land in fact he had several other reasons for declining the making a contract with the complainant. First he began to be informed from a creditable source that the family were extremely troublesome to his Neighbours destroying their timbers and other things which this respondent would almost blush to mention. He told the complainant that she must quit the place where she resided and look out for a home. No quantity or tract of land was ever set a part to the complainant

Elisha Wade Brantly obtained from your respondent leave to build on the land in question, the complainant lived with him by which means she obtained possession if indeed it may be called possession, but this respondent utterly denies that he ever gave your her leave to settle on his land. She must therefore be an intruder

That he has sold the said land to Drewry Williams it is true. That he sold it for a valuable consideration he begs leave to state and that Drewry Williams is a fair purchaser. The conveyance instead of being about to be made as the complainant states, was made sometime prior to the institution of the suit brought by the complainant. Besides that that any other matter or thing in the complainants Bill contained may be either true or false as far as your respondent knows. Your respondent therefore prays that the said Bill be dismissed &c

May it please the Court

Cobb for

Southampton Sct

The Statements in the within
Answer contained sworn to be true before me
a Justice of the peace for Southampton County
this 12th day of September 1806

Carr Bowers

The Answer of Drewry Williams to a Bill in Chancery exhibited against him by Samuel Rowe and himself in the County Court of Southampton by Mary Rowe Brantley — This respondent now and at all other times hereafter, saving and reserving to himself, all, and all manner of exceptions to the said complainants Bill for the many errors, imperfection informalities, inconsistencys, absurdities and untruths therein contained; in answer thereto or to such part or parts as he is advised it is material for him to answer saith.

That true it is he has purchased of the defendant Samuel Rowe, of Southampton County, a tract or piece of land lying and being in said County, upon a part of which the complainant has resided for a considerable time: but your respondent does not know that the complainant ever did, directly, or in directly contract with the said Rowe for the said land or any part or parcel thereof, or for any other land whatever

It is too often the case that those most apt to commit fraudulent acts are ~~apt~~ first to suppose others like themselves. This statement is strongly supported by one of the allegations or atther interrogatory contains in the complainants bill, which seems to be calculated to draw from your respondent this fact whether he did or did not purchase the lands aforesaid knowing at the same time that the complainant had ~~purchased~~ a prior title. The answer is simple and easy your respondent did not know nor does he yet know as has already been sufficiently answered above that she did ever purchase any land from Rowe or any other person and it must appear at once to every rational mind that this defendant must be either a knave or a fool to purchase lands knowingly which had been before conveyed but he hopes that he shall escape being censured as either — next as to the "possession" as the complainant is pleased to style it. This respondent has no reason to believe that she come into possession but in this way

Elisha Brantly a kinsman of the complainants did in some way obtain from Rowe or your respondent a permission to dwell on his land for a certain time past how long or on what precise terms this dept knows not. that many weak Brantly being destitute of a home & which to reside and he except that of his kinsman Elisha Brantly entered with him on the lands of Rowe when she has ever since resided, this your respondent has every just ground to believe is the possession which the complainant marks with somuch emphasis and no other — and can this be called such a possession as to give a raise a presumption that she was a purchaser for a valuable consideration!

The complainant states that Rowe is about to make a conveyance to your respondent the conveyance was made long ago or may be from by reference to the records of this Court before your respondent can not believe that a Court of equity will interfere. nor is it consistent with the term equity that they should interfere to take from your respondent the lands which he has paid for and fairly purchased at a valuable consideration without any notice of any pre existing claim and give it to a person under such frivolous and vague pretensions

as to any other matter or thing in the complainants Bill

stated and not admitted or denied by this respondent whether they be true or false save respondent knows not

He hopes therefore and humbly begs that complainants Bill as to himself may be dismissed, the complainant pay costs and he acquitted and released generally &c

Sworn to before me Carr Bowers a Justice of the Peace for said County this 21st day of July 1806

Carr Bowers

Williams
adv Answer
Wade
Sept 1806 Answer
filed & mutual Exhibits
Counsel

Executed on Lowe
and a copy left for
Williams 3rd [illegible] 1806.
William Adkins D.S.
for
Ro. Mabry Shff.

The Commonwealth of Virginia to the Sheriff of Hampton County greeting, You are hereby Commanded to Summon James Brooks and Drewry Williams to appear before the Justices of our County Court of Hampton at the Court house of the said County on the third Monday in September to answer a bill in Chancery exhibited against them by Mary Wade Brantley and this they shall in no wise omit under the Penalty of one hundred pounds and have then there this writ Witness James Allen clerk of our said Court this 24th day of March 1806 and in the 30th year of the Commonwealth

James Allen C.