

1856-11

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HODGES

VS. CRUMPLER

other surnames: Browne, Riddick,
Brown

Hodges

in S Papers
Crumpler

1854 July - Bill filed & drawn
Nov. 5 Sept.

Aug. Bill taken for confessed
Sept. Cause set for hearing -

(words 4795)

27 15

Hodges

~ } Papers

Crumpler

1856 May Term

Hodges
s. } Stat. Rules

Crumpler

Colk	10.20
Siff	1.00
Cum	10.00
S. for 1.	15.75
	37.05

Elizabeth Hodges
against
Edward C. Crumpler

- 1854 June 27th Summons issued returnable to July Rules
" July Rules. Summons ret^d? Ex^d? Bill filed & Decree nisi to Deft.
" Aug " Bill taken for confessed
" Sept " Cause set for hearing on bill &c.
" Oct " (1st Monday) Answer of Deft. filed by consent. Genl. Rep.
" " " Last Monday). Cause set for hearing on bill & Exhib^t: ans. G. Rep. &c.
" Nov. 5. Leave to amend bill & Cause remanded to Rules.
- 1855 Mar. 21st Amended bill & Summons issued.
" Apr. 10. Summons ret^d? Ex^d? & Decree nisi to Deft.
May Term Ans. to amended bill & Genl. Rep. thereto -
" Nov .. Order R. for account
- 1856 Mar. 29th Rept.
" May 5. Decree for plff.

Hodges
or Σ Bir in Chy:
Crumpler

Baker
p. 9

1851, July Baker

Hon. R. H. Baker Judge of the Circuit Ct.
To the ~~worshipful~~ ~~County Court~~ of South=
ampton County in Chancery sitting, hum=
bly complaining, sheweth unto your worship,
Your oratrix Elizabeth Hedges
of the town of Portsmouth, widow of Nel=
son H. Hedges deceased, late of said town,
but formerly of the said County of South=
ampton, that her said husband, depar=
ted this life in testate on or about the 23^d
day of April 1838, leaving your oratrix &
four children him surviving: That the said
Nelson H. Hedges, her late husband, during his life=
time and during their coverture, that is to say on
the 21st day of April 1838, purchased from
Le Fayette Proune & Mary A his wife, certain
several tracts and parcels of land in said
County, commonly known as "Mourai", and whi=
ch are fully & particularly described, in the
deed from said Proune & wife to said
Hedges, bearing date the day and year last
aforesaid and duly recorded, as will appear
by reference to said deed which is herewith
filed, marked A, and prayed to be taken as
part of this Bill:

Your oratrix further shews to your worship that
at a subsequent period to wit on the 5th day
of May 1838, her said husband having duly
taken and had possession of the said lands
under his said purchase, executed a
deed of trust upon the same to one
James May Jr as trustee, for the purpose as
alleged, of securing to said Proune, the a=
mount of certain bonds therein mentioned,

to which said deed of trust your orating, re-
fused to become a party in any manner, or to
voluntarily his interest in the said property
as tenant in Dower, in the event of surviving
her said husband, as will fully appear by
an office copy of said deed, herewith filed,
marked "B," and prayed to be taken as part
hereof - Your orating further states that the
said Trustee, some time about the month
of May 1841, sold the said lands under the
said trust deed, at which sale, one Wil-
liam Borden became the purchaser thereof
as will appear by the deed of said Trustee
Trustee, to said Borden bearing date the 1st day
of May 1841, a copy of which marked "C" is
herewith filed; Your orating does not know
what disposition was made of the proceeds
of said sale, but supposes they were disposed
of for the purposes of the trust; She char-
ges however, that no part or parcel thereof
was paid to her in lieu of her dower in-
terest in said land, nor has any other sa-
tisfaction ever been made to her for the
same; She further charges that the said
Borden sold and conveyed the said lands
to one Abram Ridsick, and the said Ridsick
and Ann M. his wife sold and conveyed
the same to Edward C. Brumple the de-
fendant by their deed of the 12th June 1844,
duly recorded, a copy of which marked "D,"
is herewith filed and prayed to be ta-
ken as part of this Bill.

Your orating alleges that her said husband

left her very limited means for the support of
herself & her said children; that she has de-
manded of the said Brumple, her dower in-
terest in the said land, which he has al-
together refused to pay and allow, although
not denying her right to the same - and she
now claims to be endowed of one third of
the said lands, or a sum of money in-
lieu thereof in fee simple, as may be just
& proper, and damages from the commence-
ment of this suit.

In tender consideration whereof, and for
as much as your orating is remediless
save in a Court of Chancery where mat-
ters of this sort are properly cognizable, to
the end therefore she prays that the said
Edward C. Brumple may be made a party
defendant to this bill and required to an-
swer the allegations hereof upon oath; that
all necessary & proper accounts may be taken,
that the said lands may be decreed to be
sold by a Commissioner to be appointed for
that purpose, and that a sum of money out
of said proceeds may be decreed to be paid
to your orating absolutely, in lieu of her
dower in the same and damages; that all other
relief both general & special may be granted
in the premises, and your orating will ever
pray &c; May a subpoena issue to

Eliz. Hedges, by
R. H. Parker Jr
her Counsel

Hodges
or $\frac{2}{3}$ Am. Bill
Crumpler

Baker
h.g.

1855 March 21st

2000

To the Honorable Richard H. Baker Judge of the
Siccut. Court of Southampton County, Hun-
bly complaining sheweth us to your honor

Your Oration Elizabeth Ho-
dges, by way of amendment and Supplement to
her original bill filed in this Court against
Edward C. Brunson, that for the purpose of making
her claim to down, as in said original bill set
forth, the more plain and unquestionable, your
Oration will state more in detail the facts
and circumstances attending the transactions
therein referred to. Your Oration is fully satis-
fied that the debt of Bargain & Sale from
Brown & wife, to her late Husband, was made
executed and delivered upon the day of its
date, and her said Husband Richard H. Baker
at the time of the purchase of the land in ques-
tion had made other arrangements for the pay-
ment of the purchase money, and it was not
contemplated, at that time, either by Brown or
himself, that any sort of trust whatever should
be executed upon said land for the purchase mo-
ney or any part thereof. Her husband designed to
pay the purchase money from the sale of Cuban
Slaves, the property of your Oration & her children,
but the sale of said Slaves could not be effected,
and then it was, and not till then that Baker
proposed to execute and did execute a debt of
trust upon the land to secure the balance of the
purchase money, which was some months after he
had been in possession of the land, and had re-
ceived the debt of Bargain and Sale. Your Oration
admits that both deeds were admitted to record
on the same day, but they were certainly executed
and delivered on different days, that is to say on the
days upon which they respectively were taken.
Your Oration for the state and show to your

Have that some two years or thereabouts after
the purchase of said land, Brown desiring that
it should be sold under the Stat. of Trust afore-
said, and Mr Thomas Newson of said county,
now deceased being desirous of purchasing the
same, Dr Brown came to your Orating and
affirmed to pay her \$500 if she would relinquish
her right of dower, and a day was appointed
upon which all the parties agreed to meet at
Mr Newson's house, for the purpose of execut-
ing the deed & making the transfer to him
in pursuance of their offer, to which your
Orating had assented, but she was prevented, by
some cause which she does not now recollect,
from attending at the day & place appointed, and
in the course of two or three days thereafter, Dr
Brown suddenly died, and therefore, in a short
time, the land was sold under the Stat. of Trust
afore said, at public auction.

Such, together with the matter set forth in her origi-
nal bill herein, are the facts of this transaction,
from which it will be seen, as your Orating here
again alleges and charges, that the deed referred
to was made, executed & delivered at different
times; that it was not contemplated by either
party, when the contract of sale was first entered
into, to execute any Stat. of Trust upon the Premises;
that her right of dower was always acknowledged
by the parties, and that she was offered the sum
of \$500 to relinquish her right, to which she assen-
ted, but which agreement the parties were
prevented from carrying out by accidental cir-
cumstances.

Your Orating therefore claims her dower in kind
in the said land and Premises, and damages
for the detention of the same from the com-

measement of the Stat. In tender consideration
whereof, and for as much as your Orating is
undoubtedly sworn in a Court of Chancery where
matters of this sort are properly cognizable, to the
end wherefore she prays that the said Edward C.
Brampton may be made a party defendant to
this suit and required to answer all and
singular the allegations hereof upon oath, that
dower in kind in the said land may be de-
cree'd to your Orating, as well as the possession
of the mansion house until the same is
satisfied, and damages for the detention of the
same, which will afford her a home for herself
and children; and that all mesne and proper
accounts may be directed to be taken, and
all other relief both general & special granted
in the premises which the nature of the case re-
quires, and equity & good conscience demand.
May a summons issue to your Orating will con-
fess &c.

Baker per

Leopold C. P. Hodges

County of Norfolk

Town of Portsmouth to wit

This day Eliza-

beth Hodges the Complainant, personally appeared
before me and made oath that the facts set
forth in the foregoing bill are true to the best
of her knowledge & belief.

Given under my hand this 16 - day of March 1855

Leopold C. P. Hodges

Notary Public

Compter

ads } Answer
Hodges. } of
Compter

1854. Oct. Rules filed by
Consent.

1368 words.

for the County

To the worshipful ~~circuit~~ ^{circuit} Court of Southampton
in chancery sitting.

The Answer of Edward L. Loomis to a bill
filed in this Court against him by Elizabeth Hodges:

This respondent saving and reserving to him-
self -- for answer to the said bill, says: The bill
referred to by the plaintiff and made part of the bill
marked ⁺ signed by L. F. Brown and wife, bearing date
21st ~~day~~ of April 1838, conveying various tracts of
Land to Nelson H. Hodges, (and which lands your
respondent owns are in his possession) was signed
and sealed in the State of North Carolina, in the County of
Macon, and was not completed by delivery, until the 3rd day
of May 1838, in ~~the~~ the County of Southampton, Virginia.

That previous to the date of the bill, the contract of sale
had been verbally entered into between Brown and Hodges:
That Hodges was to execute a deed of trust on the Land, for
the payment of the purchase money - and that the agreement
was not completed until May 3rd 1838 -

That on that day, Nelson H. Hodges executed to Brown
three bonds, for the purchase of the Land mentioned in
the bill dated April 21st 1838 - which bonds are dated
May 3rd 1838, each for the sum of \$844. $\frac{44\frac{1}{2}}{100}$ payable
respectively on 1st day of Jan'y 1839 - 40 & 41. bearing
interest from 1st July 1838, and on the same day, executed

~~created~~ a deed of trust on the same lands, for which the bonds were executed, to secure their payment,

That the deed from Brown to wife to Hodge, was not acknowledged until, the bonds for the purchase money were signed and acknowledged, and at the same time, on the same day the deed of trust was executed, thus making the deed of Bargain & Sale and deed of trust, as much one and the same transaction as if included in the same instrument. Both deeds were recorded on the same day - having on 5th day of May 1838, been acknowledged by the parties in the clerk's office of Southampton County, Va.

Your respondent avers that the Plaintiff, was refused to become a party to the deed of trust from her husband Nelson Hodge, to James Magr, refused to in her will - It is not true that she was present or refused to join in said deed - It was not necessary, that she should do so, she had no title to dispose, superior to the rights of Brown the creditor, the husband never having had such sign as would entitle her to do so.

Your respondent, avers that the deed and bonds mentioned by the complainant, were executed, and that he now holds possession of the lands, by said deed mentioned & conveyed -

That the lands were sold by Magr, the trustee named in the deed of trust from Hodge, and except the sum of \$2496-- leaving after deducting expenses of the sale \$2371.²⁰ - which may be appropriated to the payment of the bonds, named in the deed of trust, viz. two of the bonds amounting to

with interest to 1st May 1841. (The day on which the land ^{was} sold) to \$2015.²⁵ - and the balance of \$355 - executed in the remaining bond - all which will appear by the report of the trustee, made in the original deed of trust, herewith filed Mark. (P, and prayed to be considered a part of this answer -

Your Respondent, further states - that if the Court, should be of opinion that the Plaintiff is entitled to some, that whatever he may suffer, may be assessed, to be paid by Abraham Reddick, his reason, and for that purpose prays that the said Reddick may be made a party defendant to this suit.

That, your respondent, knows nothing of the situation in which Nelson Hodge left his family - except what he derives from the bill of the complainant - & while he regrets, her poverty - yet he does not perceive, what her pecuniary condition, has to do with her rights, involved in this case - and having fully assumed the Plaintiff's bill, he prays to be ~~here~~ discharged with his costs.

May it please the Court &c.

Southampton County to wit.

Sept 19th 1844 This day, E. B. Levenson, personally appeared before me, a Justice of the Peace for the County aforesaid, and made oath, that the foregoing answer, contains the truth to the best of his knowledge and belief given under my hand, this day and date above written.

E. B. Levenson J. P.

and which, since under my hand this day

of ~~1854~~ 1854

gp

Hogues
as *Elanus* to
Crumpler *Elanus* Bill

1855 May 3

The answer of Edward Crumpler to the amended
bill filed against him by Elizabeth Hodges

This Defendant moves and at all times hereafter
having and reserving to himself all benefit
and advantage of exceptions &c. for answer, to the said
amended bill or so much thereof as he is advised
it is material or necessary he should make an-
swer unto, answering and saying, That he knows no-
thing of the facts set forth in the said amended bill and
denies that they are true, and having answered
he prays leave to be dismissed with his costs &c.

Edward Crumpler
By Charles D. Maysburg
his atty

Southampton County to wit,

This day Edward Crumpler appeared before me as
justice in and for the said County and made oath that
the allegations of the above answer are true

Given under my hand this 2^d day of May 1855
Patrick Dolis JP

Kader
27  Decem
Crampton

Nov 9/55

To be entered
R. H. Baker

1855 Nov. Term.

Hodges

²⁷
Crumpler

This cause came on this day to be heard upon the Original, and amended Bills of the Complainant, the answers to said bills, and general replication thereto, and exhibits filed and was argued by Counsel; On Consideration whereof, the Court being of opinion that the Complainant Elizabeth Hodges is entitled to Dower in the lands in the bills and proceedings mentioned, doth adjudge, order and decree that a Commissioner of this Court take the following accounts viz:

1. An account showing the amount of damages, rents, or profits to which the plaintiff may be entitled under the provisions of the Statute p 475.6 §§ 11.12 -
- 2^d An account showing the value of the said real estate, at the death of the said Ch. H. Hodges, deducting the value of such permanent improvements then existing, as may have been made after the alienation of the same: Which accounts the said Court is directed to state and settle and to the Court report, together with any matter specially stated deemed pertinent by herself, or which may be required by either party to be so stated.

Hodges

vs

} Copy Dance

Crumpke

Southampton Circuit Court, November 9th, 1833.

Elizabeth Hodges

Def^t 1

against

Edward C. Crumpler

Def^t 2

This cause came on this day to be heard upon the original and amended bills of the Complainant the answers to said bills and general replications thereto and exhibits filed and was argued by counsel. On consideration whereof the Court being of opinion that the Complainant Elizabeth Hodges is entitled to dower in the lands in the bills and proceedings mentioned, doth adjudge, order and decree that all commissioners of this Court take the following accounts:

1st An account showing the amount of damages rents or profits to which the plaintiff may be entitled under the provisions of the p. 475 y b. ss. 11. 12.

2^d An account showing the value of the said real estate at the death of the said M. H. Hodges deducting the value of such permanent improvements then existing as may have been made after the alienation of the same; which accounts the said Com^r is directed to state and settle, and to the Court report together with any matters specially stated deemed pertinent by himself, or which may be required by either party to be so stated.

Attest,

Wm. S. Howard, Clk.

Hodges
M 3 Decem
Cunple

To be entered
May 2/56

To be entered
R. H. Baker

me. apent. to this decem.

J. R. Chambers
for Cunple.

L. H. Baker
for Cunple.

Hodges
27
Crumpler } Decree

This cause came on this day to be again heard, upon the papers formerly read, and upon the Report of Commissioner ~~see~~ Cobb filed herein pursuant to the decree pronounced ~~herein~~ on the 9th day of November 1855, to which report no exceptions have been filed, and was argued by counsel. On Consideration thereof ^{doth confirm said report and} the Court doth ^{doth} adjudge order and decree that the defendant Edward C. Crumpler pay to the plaintiff Elizabeth Hodges, or to R H Baker Jr her attorney, the sum of Six Hundred and Seventy six dollars and 56/100, with legal interest thereon from the 27th day of June 1854 till paid, and that the said defendant pay the costs of this cause -

Hodges

& } Sum

Crumpler

1854 July Rules

Do

Presented on Edward
Crumpler July 30 1854

Wm Warren Secy of
Camp Wells Staff

The Commonwealth of Virginia :

To the Sheriff of Southampton County, Greeting :

We command you to summon *Edward Crumpler*

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be
holden for the said Court, on the first Monday in *July* next ——— to answer
a bill in Chancery exhibited against *him* ——— in our said Court by ———

Elizabeth Hodges, widow of Nelson A Hodges dec'd

and have then there this Writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at
the Courthouse, this *27th* day of *June* 1854 in the *78th*
year of the Commonwealth.

L R Edwards

Hodges

v { Dunn. Chy

Crumley

1855 April Rules

Executed by
delivering a copy of
the within March
29th 1855

J. C. Edwards Dep.
for G. Kello Shiff

795
245
1040

The Commonwealth of Virginia :

To the Sheriff of Southampton County, Greeting :

We command you to summon *Edward Crumpler* —

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be
holden for the said Court, on the first Monday in *April next* to answer an
amended
a bill in Chancery exhibited against *him* in our said Court by

Elizabeth Hodges

and have then there this Writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at
the Courthouse, this *21st* day of *March* 1855 in the *79th*
year of the Commonwealth.

L. R. Edwards

Messrs. Edward Brampton & John Brampton.

Take notice that I shall by my Atty. move the Judge
of the Circuit Court of Southampton, on the 1st day of
November Term next, for a judgment and order of execution
on your forthcoming or delivery bond executed by you to
me, on the 2nd day of August 1836, in the penalty of
twenty thousand pounds; Conditions as the law direct,
with which condition you & each of you have failed to
comply.

Yrs. &c

Elizabeth Hodges.

Hodges

r

}

Notice

Crumpler d.

1st day of Apr. Term 1856.

Delivered a Copy of the within
in Notice on Edward Crum-
pler Oct. 3/1856 & on John
Crumpler Sept. 28/1856.

Wells D. Sisson

Depl- for S. Wells off.

Sherburne County to wit

This day M^r H. Sumner personally
appeared before me and made oath that
he delivers a copy of the written notice
to Edw^d. Crumpler on the 3^d day of Oct. 1856
and one to Julia Crumpler, on the
~~28th~~ 28th of Sept. 1856
Given under my hand this 7th
day of Nov. 1856.

E. J. Story J.P.

Hodges
vs 3 Commis Reports.
Coramplix

1856 March 29th Ret^d

Elizabeth Hodges

vs

Edward C. Crumpler

Commissioner's Office,

March 19th 1856.

In obedience to a decree of the Circuit Court of Southampton County rendered in the above suit in chancery on the 9th day of November 1855, the undersigned a commissioner of said court begg leave to submit the following report - He gave notice to the parties that he would proceed to take the accounts required by said decree, at his office, in the town of Jerusalem on Tuesday the 18th day of March 1856; at which time and place he proceeded to take the depositions of James W. Munfer and others relative to the matters required to be reported by said decree.

He reports that N. H. Hodges died on the 27th day of April 1853; that the lands in the bill and proceedings mentioned called the "Morrow" tract would have rented from the time of the death of the said Hodges until the end of the year for \$166.66; that for the years 1854, '55 and '56 it would have rented for \$200.00 each year. That the said tract of land on the 27th day of April 1853 was worth \$4000., and that the permanent improvements placed on the said land after the alienation of the same, were valued at \$1250. The value of the said real estate after deducting the permanent improvements, at the death of the said N. H. Hodges would be \$2750.

The Commissioner was requested by counsel for the Plaintiff to report specially the absolute value of the dower interest of Elizabeth Hodges in the said

tract of land. The Commissioner reports that the
said Elizabeth Hodges is about forty five years of
age, and according to the Table of Longevity her
expectation of life would be twenty three years.

That ~~the value~~ of the ~~interest of said land~~ would be \$916.66,
and its annual value \$54.99. The present
value of her life estate in said land would
therefore be \$676.56.

Comms fee \$10.00 }
charged to Plaintiff. }
sheriff's fees—

Respectfully Submitted
Wm. H. Cobb Comr

Brown & wife
to Sam Bud D & W
Hodges

Ex: A.

This Indenture made the 21st day of April in the year eighteen hundred and thirty eight between Lafayette Browne and Mary A his wife of the County of Warren in the State of North Carolina of the one part and Nelson H Hodges of the County of Southampton and State of Virginia of the other part Witnesseth, that the said Lafayette Browne and Mary his wife in consideration of the sum of three thousand eight hundred dollars to them in hand paid by the said Nelson H Hodges at or before the making and delivery of these presents, the receipt whereof is hereby acknowledged, hath bargained and sold and by these presents doth bargain and sell unto the said Nelson H Hodges his heirs and assigns the following severally described tracts or parcels of land situate lying and being in the County of Southampton and State of Virginia. Viz. One certain tract or parcel of land situate lying and being near the Town of Monroe and containing by estimation One hundred acres more or less, it being the same tract or parcel of land which was conveyed by Simon Murfee and wife to F. J. Mahone and conveyed by said Mahone and Martha his wife to the said Lafayette Browne by deed bearing date 24th day of May 1832 and recorded as may be seen in the Clerks Office of the aforesaid County of Southampton on the 18th day of June 1832. One certain tract or parcel of land situate lying and being about a half mile from the Ferry and near the sign post on the south side of the road and adjoining the above described tract containing by estimation two acres more or less. One certain tract or parcel of land containing by estimation half an acre more or less, it being the same tract or parcel of land which was conveyed by Thomas W Gillet to F. J. Mahone and conveyed by the said Mahone and Martha his wife to the said Lafayette Browne by deed bearing date the 24th May 1832 and recorded as may be seen in the Clerks Office of the said County of Southampton on the 18th day of June 1832. One certain tract or parcel of land, situate lying and being on the West side of Mattoway river near Monroe, known by the name of the Hodges land, it being the same tract or parcel of land of which William Hodges died, seized and possessed containing by estimation three hundred and eighty acres more or less, one third of which land was conveyed by Nelson H Hodges and one third by Henry H Hodges to F. J. Mahone which two thirds were conveyed by the said Mahone and Martha his wife to the said Lafayette Browne by deeds bearing date 24th day of May 1832, and recorded as may be seen in the Clerks Office of the said County of Southampton on the 18th day of June 1832. The other third was conveyed by William H Hodges to the said Lafayette Browne by deed bearing date the 29th day of January in the year 1833 and recorded as may be seen in the Clerks Office of the said County of Southampton on the 18th day of March 1833. One certain lot or parcel of land situate lying and being in the Town of Monroe known in the plan of said Town by number thirteen, containing by estimation two acres more or less and bounded

as follows. Viz. on the South by Washington Street. and the old brick house lot on the East by Parker Williams and Zebulon Washington. on the North by a ditch running from N.W. corner of Zebulon Washington lot a Westwardly course to Rochelle's ally. and on the West by said ally. and one certain tract or parcel of land situate lying and being on the West side of Northway river of which John Marchant died seized and possessed containing by estimation One hundred acres more or less. and conveyed by the Commissioners appointed to sell said land, to the said Lafayette Browne which will appear by reference to the deed from sd. Commissioners to the said Lafayette Browne now on record. as may be seen in the Clerk's Office of the said County of Southampton, with the exception of one lot or parcel of land belonging to the said Fielding J. Mahons lying immediately on the river below and adjoining the Ferry lot of Thomas Newson, containing by estimation half an acre, more or less, which the said Lafayette Browne hath sometime previously conveyed to the said F. J. Mahons. Together with all the hereditaments and appurtenances whatsoever to the said severally described tracts or parcels of land belonging or appertaining, or with the same used & enjoyed or accepted, reputed, taken or known as part, parcel or member thereof or as belonging to the same or any part thereof. and the reversions and reversions remainder and remainders, yearly and other rents, issues and profits thereof, and every part and parcel thereof. To have and to hold the said severally described tracts or parcels of land with the tenements, hereditaments and all and singular other the severally described premises herein mentioned or intended to be conveyed and sold and of every part and parcel thereof with every of their rights, members and appurtenances unto the said Nelson H. Hodges his heirs and assigns forever, to the only proper use and behoof of him the said Nelson H. Hodges his heirs and assigns forever. And the said Lafayette Browne and Mary A. his wife for themselves and their heirs the said severally described tracts or parcels of land with all and singular the premises and appurtenances before mentioned unto the said Nelson H. Hodges his heirs and assigns free from the claim or claims of them the said Lafayette Browne and Mary A. his wife and their heirs or either of them, their or either of their heirs and of all and every person or persons claiming by through or under them, shall with and do warrant and forever defend by these presents. In Witness whereof the said Lafayette Browne and Mary A. his wife hath hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
Wm. C. Clanton
J. J. Sudkins.

State of North Carolina
Warren County

L. F. Browne (Seal)
Mary A. Browne (Seal)

We William C. Clanton & Tho. J. Sudkins Justices of the Peace for the County aforesaid do hereby certify that Mary A. Browne wife of Lafayette

Browne parties to a certain deed of bargain and sale bearing date with these presents & hereto annexed personally appeared before us in our County aforesaid & after said deed was fully explained to her privately and apart from her husband, acknowledged the same to be her act and deed, and that she had willingly signed, sealed and acknowledged voluntarily and of her own accord and wished not to retract it Given under our hands and seals this 21st day of April eighteen hundred and thirty eight.

Wm. C. Clanton J.P. (Seal)
J. J. Sudkins J.P. (Seal)

Southampton County. In the Clerk's Office the 3rd day of May 1838.

This Indenture was acknowledged by Lafayette Browne a party thereto to be her act and deed and with the certificate annexed of the Privy examination and acknowledgment of his wife admitted to record. And at a Court held for the said County the 21st day of said Month the said indenture was entered upon the proceedings of the day.

Teste. L. R. Edwards Cky

A Copy

Teste. L. R. Edwards Cky

3. 800

Hodges

to $\frac{2}{3}$ Dwt of Fresh
Grown to

Ex: "B"

84 11 11 11
25 3 3 3 2

This Indenture made and entered into this 3^d day of May in the year of our Lord one thousand eight hundred and thirty eight between Nelson H. Hodges of the County of Southampton State of Virginia of the first part Jas. Magot of the aforesaid County and State of the second part and Lafayette Browne of the County of Warren State of North Carolina of the third part. Whereas the said Nelson H. Hodges stands justly indebted to the said Lafayete Browne by three several bonds bearing date 3^d day of May 1838 one for the sum of eight hundred and forty four dollars forty four and a half cents payable the 1st day of January 1839 with interest from the first February 1838, one other bond bearing equal date for the sum of Eight hundred and forty four dollars forty four and a half cents payable on the 1st day of January 1840 with interest from the 1st day of February 1838. and one other bond bearing equal date for the sum of Eight hundred forty four dollars forty four and a half cents payable on the first day of January 1841 with interest from the aforesaid first of February 1838 and which debts with the interest accruing thereon and the costs attending the premises, the said Nelson H. Hodges is willing and desirous to secure. Now this Indenture Witnesseth that for and in consideration of the premises and for the further consideration of the sum of one dollar of lawful money to the said Nelson H. Hodges in hand paid by the said James Magot at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Nelson H. Hodges hath given, granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth give, grant, bargain and sell, alien, enfeoff, release and confirm to the said James Magot his heirs and assigns forever all the several tracts or parcels of land lying and being and being in the County of Southampton and State of Virginia on the S. W. side of Appomattox River and adjoining the town of Monroe containing five hundred and eighty four acres, more or less, bounded by Appomattox River from Monroe to the lands formerly belonging to the late W^m Allen, thence along said Allen's line a westerly course to a corner in said Allen's line, for the lands of the aforesaid Lafayete Browne, thence along said Browne's line an easterly course to Monroe, all of which will more fully appear by reference to a deed from said Lafayete Browne & wife to said Nelson H. Hodges bearing date the 21st day of April 1838 it being the same tracts or parcels of land as therein conveyed (and for which the above named bonds are in part payment) with all and singular the appurtenances to the said tracts or parcels of land belonging or in any wise appertaining and all the estate right title and interest of the said Nelson H. Hodges in and to the said granted or intended to be hereby granted tracts or parcels of land and premises. To have and to hold the said hereby granted or intended to be granted tracts or parcels of land unto the said Jas. Magot his heirs exors. admors. and assigns forever. To the only proper use and behoof of him the said Jas. Magot his heirs, exors. admors. and assigns forever. And the said Nelson H. Hodges for himself his heirs exors & admors doth hereby covenant, promise and agree to and with the said James Magot his heirs exors admors. and assigns forever in manner and form following. Viz. That he the said Nelson H. Hodges his heirs exors. and admors the

aforsaid tracts or parcels of land and premises with the appurtenances unto the said James Maget his heirs exec. admors & assigns against the claim of all persons whatsoever shall, with warrant and forever defend by these presents. Upon ^{special} trust Nevertheless that the said James Maget his heirs exec. admors & assigns shall permit the said Nelson A. Hodges to remain in quiet and peaceable possession of the said tracts or parcels of land and premises with appurtenances and take the profits thereof to his own use until default be made in the payment of the aforsaid sums of money either part or the whole, and then upon this further trust the said James Maget his heirs, his exec. admors and assigns shall and will do or cause after the happening of such default of payment as he may be requested either by the said Lafayette Brown his heirs exec. or admors or at the request of the said Nelson A. Hodges his heirs exec. & admors shall advertise and sell at public auction the tracts of land and premises with the appurtenances after giving at least thirty days previous notice of the time and place of sale at three or more public places within the county, and out of the proceeds of such sale first satisfy the costs and charges attending these premises, then pay and satisfy the debts aforsaid and the interest accruing thereon and the surplus, if any remain, pay to the said Nelson A. Hodges or his order. but if the aforsaid debts and costs are fully satisfied then this Indenture to be void otherwise to remain in full force and virtue. In testimony whereof we have hereunto set our hands and affixed our seals the day and date first above written.

Teste.

N. A. Hodges

(Seal)

Jas. Maget

(Seal)

L. F. Brown

(Seal)

Southampton County In the Clerk's Office the 5th day of May 1838th

This Indenture was acknowledged by the parties thereto to be their act and deed and admitted to record. And at a Court held for the said County the 21st day of said month the said Indenture was entered upon the proceedings of the day.

Teste. L. R. Edwards Clk

A Copy.

Teste L. R. Edwards Clk

Jerusalem 1760
July 5



Richard St Baker Esq

Att. at Law

Norfolk City

Wm

Ed. D.

Richard & wife
to 3 Mrs. B. H. S.
Crumpton

This Indenture made this 12th day of June A.D. one thousand eight hundred and forty four between Abram Riddick and Ann M his wife of the County of Bedford, State of North Carolina of the first part and Edward C. Crumpler of S^c Ampton County and State of Virginia of the second part. Witnesseth, that the said Abram Riddick and Ann M his wife in consideration of the sum of two thousand seven hundred dollars to them in hand paid by the said Edward C. Crumpler, the receipt whereof is hereby acknowledged, hath granted, bargained and sold and do by these presents bargain, sell, enfeoff and confirm unto the said Edward C. Crumpler his heirs and assigns forever all the several tracts or parcels of land sold Nelson & Hodges by Lafayette Brown and Mary A his wife of Warren County and State of North Carolina, which tracts and parcels of land are fully described in the deed from the said Lafayette Brown and Mary A his wife unto the said Nelson & Hodges bearing date the 21st of April A.D. one thousand eight hundred and thirty eight and admitted to record. S^c Ampton Co. on the 3rd of May of the date above mentioned. The aforesaid tracts and parcels of land are situated on and near Northway River S^c Ampton County and contain by estimation Five hundred eighty four and a half acres more or less, and is bounded as follows. Viz Beginning at a cypress on the river near the ferry, thence S. 75 W 32 p. to a plum-bush, thence West 11 S to a poplar bush, thence S 79 W 36 p. to a corner at the fence, thence S 60. W 130 p. to a large pine, thence S 70 W 66 p. to a white oak, thence S 80 W 38 p. to a large white oak corner thence East 26 p. to a post oak, thence S 50 E 19 p. to a post oak, thence S 45. E 11 p. to a pine, thence S 55 E 12 p. to a white oak, thence S 50 E 28 p. to a pine thence S 45 E 13 p. to a pine East 18 p. to a white oak, thence S 83 E. 6 p. to a red oak, thence S 85 E 35 p. to a pine, thence East 46 p. to a sweet gum, thence S 60 E 48 p. to a red oak, thence N 50 E 112 p. to a hickory, thence East 128 p. to a pine at the gut, thence N 28 E 12 p. to a red oak thence N 60 E 40 to a hickory, thence North 70 E 108 p. to a cypress, thence 25 W 32 p. to an elm, thence N 10 W 18 p. to a cypress thence N 40 W 46 p. to a water oak thence N 5 W 32 p. to a birch at the river, thence up the river, the various courses thereof 588 p. to the beginning. To have and to hold the aforesaid premises with every part and parcel thereof and therunto belonging, with all the reversion and reversions, remainder and remainders, yearly and other rents forever. The said Abram Riddick and Ann M his wife, do hereby warrant and will forever defend the aforesaid premises with every part and parcel thereof and therunto belonging, together with all the reversion and reversions, remainder and remainders, yearly and other rents, free from all the claim or claims, demand or demands of all and every person whatsoever. In Testimony whereof we the parties have hereunto set our hands

and affixed our seals this day and year as is before written.

Signed sealed acknowledged
in the presence of }

A. Riddick

(Seal)

Ann M Riddick

(Seal)

We Henning T Smith and Jesse Parker Justices of the Peace in the County of Southampton in the State of Virginia do hereby certify that Ann M D Riddick the wife of Abram Riddick parties to a certain deed bearing date on the 12th June 1845 and herunto annexed personally appeared before us in our County aforesaid and being examined by us privily and apart from her husband and having the deed aforesaid fully explained to her she the said Ann M Riddick acknowledged the same to be her act and deed and declared that she had willingly, signed, sealed and delivered the same and that she wished not to retract it. Given under our hands and seals this 13th day of June 1845.

H. T. Smith

(Seal)

Jesse Parker

(Seal)

We Henning T Smith and Jesse Parker Justices of the Peace in the County of Southampton in the State of Virginia do hereby certify that Abram Riddick a party to a certain deed bearing date on the 12th June 1845 and herunto annexed personally appeared before us in our County aforesaid and acknowledged the same to be his act and deed and desired us to certify the said acknowledgement to the Clerk of the County Court of Southampton in order that the said deed may be recorded. Given under our hands and seals this 13th day of June 1845.

H. T. Smith

(Seal)

Jesse Parker

(Seal)

Southampton County In the Clerk's Office the 16th day of June 1845

This deed of bargain and sale from Abram Riddick & wife to Edward C. Crumpler was returned and together with the ^{certificates of the} acknowledgments of the said Riddick & wife before two Justices of the Peace admitted to record.

Teste. L R Edwards

(Seal)

Attest

Teste. L R Edwards

(Seal)

Deed from Jas. Maget Trustee to William Barden (for Monroe land) dated 1st May 1841.
recorded 8th May 1841. - Crumpler bought from Riddick & wife -

2 2 2 2 2
2 2 2 2 2
2 2 2 2 2

Nelson M. Alden } Trust
Is }
Lafayette Brown } Deed

584 Acres Land

1836. May 3. Ackd & AKC
" " Entered upon the prop.

Ex?

Revised
Page 227

cancelled in part.

This Indenture made and entered into this 3rd day of May
in the year of our lord one thousand eight hundred and
thirty eight between Nelson H. Hodges of the County of Samp-
son State of Virginia of the first part Jas. Magit of the afore-
said County & State of the second part and Lafayette Browne
of the County of Warren State of North Carolina of the third
part. whereas the said Nelson H. Hodges stands justly in-
debted to the said Lafayette Browne by three several
Bonds bearing date the 3rd day of May 1838 one for the
sum of eight hundred and forty four dollars forty four
and a half cents payable the 1st. day of January 1839
with interest from the first day of February 1838; one
other Bond bearing equal date for the sum of eight hundred
and forty four dollars forty four and a half cents payable
on the 1st. day of January 1840 with interest from the
first day of February 1838; And one other Bond bearing equal
date for the sum of eight hundred and forty four dollars &
forty four & a half cents payable on the 1st. day of Jan'y.
1841 with interest from the aforesaid first of February 1838;
and which debt together with the interest accruing thereon and
the cost attending the premises the said Nelson H. Hodges is
willing and desirous to secure; now this indenture witnesseth that for
and in consideration of the premises and for the further consideration
of the sum of one dollar of lawful money to the said Nelson H.
Hodges in hand paid by the said James Magit and before
the enacting and delivery of these presents the receipt whereof
is hereby acknowledged by the said Nelson H. Hodges hath given
granted bargained and sold aliened enfeoffed released and confir-
med and by these presents doth give grant bargain and
sell alien enfeoff release and confirm to the said James
Magit his heirs and assigns forever all of the several Tracts
or parcels of Land lying and being in the County of Sampson
and State of Virginia on the S. W. side of Mattoway River and
adjoining the Town of Monroe containing five hundred and eighty
four acres more or less, bounded by Mattoway River from Monroe
to the Lands formerly belonging to the late Wm. Allen, thence along
said Allen line a westerly course to a corner in said Allen's line for
the lands of the aforesaid Lafayette Browne thence along said
Browne's line an easterly course to Monroe, all of which will
more fully appear by reference to a deed from said Lafayette
Browne & wife to said Nelson H. Hodges bearing date the 21st.

day of April 1838 it being the same Tracts or parcels of Land
as are therein conveyed (and for which the above named Bonds
are in part payment) with all and singular the appurtenances to
the said Tracts or parcels of Land belonging or in any wise appur-
taining and all the estate right title and interest of the said
Nelson St. Hodges in and to the said granted or intended
to be hereby granted Tracts or parcels of Land and premises
to have and to hold the said hereby granted or intended
to be granted Tracts or parcels of Land unto the said Jas.
Maget his heirs exors. admors. and assigns forever to the
only proper use and behoof of him the said James Maget
his heirs exors. admors. and assigns forever and the said
Nelson St. Hodges for himself his heirs exors. & admors. doth
hereby covenant promise and agree to and with the said James
Maget his heirs exors. admors. and assigns forever in man-
ner and form following (VIZ) that he the said Nelson St. Hodge
his heirs exors. & admors. the aforesaid Tracts or parcels of Land and
premises with the appurtenances unto the said James Maget his
heirs exors. admors. and assigns against the claim of all per-
sons whatsoever shall well warrant and forever defend by
these presents. upon special trust nevertheless that the
said James Maget his heirs exors. admors. and assigns shall
permit the said Nelson St. Hodges to remain in quiet
and peaceable possession of the said Tracts or parcels of
Land and premises with its appurtenances and take the
profits thereof to his own use until default be made
in the payment of the aforesaid sums of money either part
or the whole and then upon this further trust the said
James Maget his heirs his exors. admors. and assigns shall
and will so soon after the happening of such default of
payment as he may be requested either by the said Lafayette
Brown his heirs exors. or admors. or at the request of the
said Nelson St. Hodges his heirs exors. and admors. shall ad-
vertise and sell at public auction the Tracts of Land
and premises with the appurtenances after giving at least
thirty days previous notice of the time and place of such
sale at three or more public places within the County and
out of the proceeds of such sale first satisfy the cost
and charges attending these premises then pay and satisfy
the debts aforesaid and the interest accruing thereon and
the surplus if any remain pay to the said Nelson St. Hodges

or his order but if the aforesaid debts and cost are fully satisfied
then this indenture to be void otherwise to remain in full
force and virtue In testimony whereof we have hereunto
set our hands and affixed our seals the day and date
first above written

Test

N. St. Hodges Seal
Jas. Maget Seal
L. H. Brown Seal
May 3

Southampton County. In the Clerk's Office the 3rd day of May 1838.

This Indenture was acknowledged by all the parties thereto to be their act and deed, and
admitted to record. Annals & Court held for the said County the 21st day of said month, the said
Indenture was entered upon the proceedings of the day.

Test L. R. Edwards Clk

Ant. sales of the within named Monroe tract of Land
Sold This 1st day of May 1841 \$2496.00
deduct 5 per cent. Commissions 124.80
\$2371.20

Two of the within named bonds each amounting
to \$1009.10 1/2 cts principal & interest cancelled by
payt. in full to Alfred Alston adm. of
Doct. Lafayette Brown dec. on full this day \$2018.21
This amt. credits on the one remaining bond now due in part \$353.00

Jas Maget (Trustee)
May 1st 1841

Q13. page 411.

Hodges

& } Dr. fal.

Drumpler

1856 August Rules

Bal.

Came to hand May the 12th

1856 at 10, O'clock a.m.

S. Kell. Off.

divided, Forth coming

bond given, and forfeited

Stallio Off.

The Commonwealth of Virginia. To the Sheriff of Southampton County. Greeting
We command you that of the goods and chattels of Edward C. Crumpler late in
your barwick you cause to be made Six hundred and Seventy six dollars & fifty
Six cents with legal interest thereon from the 27th June 1854 till paid which Eliza-
beth Hodges lately in our Circuit Court of Southampton County hath recovered against
him by a Decree of the said Court. also \$57.05 cents which to the said Elizabeth Hodges
in the same Court were adjudged for her costs by her about her suit in that behalf expended
whereof the said Edward C. Crumpler is convict as appears to us of Record - and
how you shall have executed this writ make known at the Clerks Office of our said Court
at the Rules to be holden for said Court on the first Monday in August next. and have
return there this writ. Witness Littleton R Edwards clerk of our said Court at the
Courthouse this 12th day of May 1856 in the 80th year of the Commonwealth

J R Edwards Clk

Debt. 676.55

Int. fr. June 27/1854

to Aug. 2/1856. 85.14

Certs. 57.05

818.75

Off. Cont. 25.37

f. c. b. 60

844.72

S. Kello Off.

O.B. page 111.

Hodges

} Dr. fol.

Crumpster

1856 August Rules

Bot.

came to hand May the 12th
1856 at 10, O'clock and

S. Kello Off.

divided, Forth coming
bond given, and forfeited
S. Kello Off.

227
100

Crumples

To } F. c. b.
Hodges }

Roller 2.27
544 1.00
3.27

Know all men by these presents, That we *Edward C. Crumpler*
and Joshua Crumpler.

are held and firmly bound unto

Elizabeth Hodges
in the just and full sum of

Seventeen Hundred Dollars
to be paid to the said

Elizabeth Hodges
as aforesaid, his certain attorney, his heirs, executors, administrators, or assigns;

to which payment, well and truly to be made, we bind ourselves jointly and severally, and each of our joint and several heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this *2nd* day of *August* one thousand eight hundred and forty *fifty six*

The Condition of the above obligation is such, That whereas

Elizabeth Hodges

has sued out of the

Circuit Court of Southampton County
a writ of FIERI FACIAS against the goods and chattels of the above bound

Edward C. Crumpler
for the sum of

Eight Hundred and forty four Dollars and 75/100 including interest, cost and commissions, which writ hath been duly executed by *Mills J. Sumner Spt. for Saml. Mills Spt.* of the *County* of *Southampton* on the following property, to wit:

as the property of the said

and the said

Edward C. Crumpler
Edward C. Crumpler being desirous of keeping the aforesaid property in possession until the day of sale of the same, hath tendered the above bound

Joshua Crumpler
Joshua Crumpler as security for the forthcoming and delivery of the said property, at the place and on the day of sale, agreeable to law. Now if the said

Edward C. Crumpler and *Joshua Crumpler*
Edward C. Crumpler and *Joshua Crumpler* or either of them, do and shall deliver the aforesaid property to the said

Saml. Mills Spt. as aforesaid, at

in the said *County* of *Southampton* on the *15th* day of

September next, that being Court day, then and there to be disposed of according to law, for the discharge of the writ of FIERI FACIAS, then, and in that case, the above obligation to be void or else to remain in full force and virtue.

Signed, Sealed and delivered, }
in the presence of

Edward C. Crumpler [SEAL.]

Joshua Crumpler [SEAL.]