

1877-10

Southampton County Chancery - Crumpler, Mahala vs Crumpler, Joseph H.
and

Bradshaw, Daniel

ask sale of farm declared
Null & Void

To the Honorable Judge Blair Judge of the
Circuit Court of Southampton in chancery
sitting

Humly complaining your Oration
Mahala Compton sheweth unto your Honor
that on the 16th of April 1866 her husband
Edward Compton and herself by deed
conveyed to Augustus and Joseph J Compton
for \$3,500 a tract of land known as the
Monroe tract containing 59.5 acres all of
which will more ^{fully} appear by a certified copy
of the said deed herewith filed marked
A and prayed to be taken as a part of this
bill, and on the 14th of July 1866 Augustus
Compton and Virginia K his wife by deed
conveyed their interest to Joseph J Compton
all of which will more fully appear by
a certified copy of the said deed herewith
filed marked B and prayed to be taken as
a part of this bill, and in the year 1875-
Joseph J Compton sold to Daniel Bradshaw
that hundred acres of the said Monroe
tract of land as will more fully appear
by a certified copy of the said deed herewith
filed marked C and prayed to be taken as
a part of this bill.

Your Oration further sheweth unto
your Honor and charges, states and avers
that when he sold to his two sons the
said tract of land of 59.5 acres it was
worth nearly some \$8000 and the parties
of the second part only gave or agreed to pay

some \$3.50 ~~but~~ ~~than~~ ~~on~~ ~~the~~ ~~fact~~
~~understanding~~ ~~that~~ ~~Edward~~ ~~Compher~~
~~do~~ ~~not~~ ~~own~~ ~~the~~ ~~place~~ And Joseph J
Compher by died in 1866 and a copy of
which is herewith filed marked exhibit
D and prayed to be taken as a part of
this bill. In consideration of the nature
love and affection which he bore to
Edward Compher who was his father and
your oratrix who was the wife of
Edward Compher and step-mother of
Joseph J Compher and for the further
consideration of one dollar granted to
Edward Compher and Mahala Compher
his wife during their joint lives and the
life of the survivor, the right to occupy
and possess the dwelling house and outlay
and out houses and garden situated in
the tract of land lately owned by the said
Edward Compher and known as the
Monroe tract, and the further right to
occupy and cultivate so much of the
said tract of land as may be necessary
for a one horse crop free from rent, and
the further covenants and agrees that if
the said Edward Compher or Mahala his
predecessors not to cultivate any land than
that they or either of ^{them} shall be furnished
from the proceeds of the farm with
thirty five barrels of corn and three
thousand pounds of fodder, but that
these privileges were not to be assigned to

any one, nor the premises to be occupied
by others than the said Edward Compher
and Mahala his wife and family and
it was further stipulated that if your
oratrix survives and marries again then
all these rights and privileges should be
void.

Your Oratrix states further that
she and her husband Edward Compher
under the covenants of this deed have
remained on the said land and occupied
it during their joint lives and that
she has lived there ever since the
death of her husband, which occurred
^{and that she has now since married}
several years ago, and now resides
there with her family which consists
of herself and a widowed daughter
of her husband Edward Compher
and her children and also the sister
and niece of Joseph J Compher
and that none others but her and family
as aforesaid reside there by her consent.

Your Oratrix states further
that she found since the death
of her husband she did not have
the means to hire others or herself
the physical strength to carry on a
farm even a one horse crop and in
due time she notified Joseph J Compher
that she should not cultivate any crop
in the year 1875. And at the end of
the year demanded her 35 barrels of
corn and 3000 pounds of fodder which

The said Joseph G. Campbell has flatly refused to deliver to me or to pay any money commutation therefor.

Your Oratoric states charges and avers further that not only has the said Joseph G. Campbell refused to deliver the corn and fodder according to his covenants and deed but that he has also deprived me of the use of the out houses of the yard and lane and that he has taken away the fences of the lane, Not only that but he has sold already one half of the said tract of land 300 acres to Daniel Bradshaw who is in possession of the same in the year 1875 - and thus depriving me of all chance of charging this land with his rent, and that he threatens to sell all the said tract of land for the express purpose of depriving your Oratoric of his support out of the same.

Your Oratoric charges that Joseph G. Campbell has committed a fraud on her rights in selling a portion of this land 300 acres to Daniel Bradshaw and that as to her this deed is null and void and that she feels compelled to invoke the aid of a court of equity in having an account taken to show how much Joseph G. Campbell owes her to ask the court to set aside this fraudulent deed of Campbell to the Daniel.

J. Bradshaw as to her and to restrain
him from any further sale of the
said Monroe tract of land and to
pay her such sums of money as may
be found due her by his decree.

In further consideration whereof
and inasmuch as your Oratrix is without
full relief at Law and only entitled
to it in a court of equity where
questions of fact and matters of
account are peculiarly cognizable she
therefore prays that Joseph & Benjamin
and Daniel Bradshaw may be made
parties defendant to this bill and
that the court would compel them as
full and proper answer make to the
allegations therein contained as if they
had been summoned to do so fully and
specially interrogated, that the court
would direct all proper accounts to
be taken and that Joseph & Benjamin
should be compelled to pay her whatever
may be found due her on the said
account, that the court would by its
injunction restrain the said Benjamin
and Daniel Bradshaw from molesting
her in her vested rights under the
said deed and that the court would
decree the said from Benjamin to
Bradshaw vice as to your Oratrix
and that the court would retain
the cause on the docket during
her lifetime to give her relief from

Time to time on failure of the said
Jor & Company to pay her her annual
rent, And she then gives notice to the
defendant that she will ask the court
to tax as reasonable fees on the subject
matter in controversy as she is poor viz
the land to her attorney and that
the court would grant such other
and general relief the premises considered
as equity may dictate and the nature of
her case may require and as in
duty bound your oration will ever
pray in

Shanas. p. 9.

Compter
as 3 Bill
" Exhibits
Compter rules

1876 Febry.
March Rules

The separate Answer
of Joseph G. Crumpler to a Bill of Complaint
filed in the Circuit Court of Southampton County,
against him by Mahaley Crumpler.

This Defendant for demurrer and answer to the Com-
plainant's Bill says that he demurs to said Bill as insufficient
in law &c, and ~~this Defendant~~ for answer to
so much of the ~~Complainant's~~ ^{Bill} Bill as he is
advised it is material for him to answer, says

That it is true That in the year 1866
Edward Crumpler (the father of this Respondent)
and Mahaley his wife, the step-mother of the
respondent executed the Deed of Bargain
and Sale granting and Conveying to the respon-
dent, ^{and to Augustus Crumpler jointly} the real estate in the Complainant's
Bill mentioned -

That subsequently the said Augustus Crum-
pler & wife granted and conveyed all of
their interest in the said tract of land to
this Respondent as alleged in the said Bill.

That it is not true that the real estate
mentioned & granted by the said Edward Crum-
pler & wife as aforesaid to the said Joseph G.
and Augustus Crumpler was worth at
that time eight thousand dollars, nor
any thing like that amount -

That the amount (\$3500. or cuts) paid
by the said grantors together with the privi-
leges granted & conveyed by the said Joseph
G. Crumpler to the said Edward & wife by
the Deed marked D, filed as part of the
Complainant's Bill, was a full, fair
and reasonable price and compensation for

the said tract of land -

That the said Edward Crumpler wife have occupied the premises ever since their sale of the same to the said Joseph & Augustus Crumpler, - that is to say up to the time of the death of the said Edward which occurred in the year 1874 and the said Mahala his widow has continued ^{and captive} to occupy the same ever since in pursuance of the Agreement made & filed as part of the Bill

That 'the said Respondent has in no manner interfered with or objected to the use, occupation and enjoyment of the same by the said Complainant in pursuance of the said Agreement' - But that the said Complainant has not been content to use and occupy the said premises in pursuance of, and in accordance with the said Agreement but has in various ways violated and disregarded the same much to the annoyance and injury of the said Respondent.

At the time of making the said Agreement (D) the family of the said Edward Crumpler consisted only of himself, his wife, (the said Complainant) and a few necessary servants -

That for the last several years the said Complainant has had residing with her another family ^{consisting} of several persons, the sister, it is true, of the Respondent, together with her children, who, (much to the regret of the Respondent be it said, but justice to himself requires it) seem to do many things to annoy and injure the Respondent, as burning his fences, pulling them down, leaving open

his gates &c &c -

And whilst it is true that the said last-named and her children are relatives of the Respondent, this fact does not impose any legal obligation on the Respondent to support them, which however he, (though a man of but small means and with a wife and children of his own to support) would willingly do, so far as any duty of religion ~~may~~ require and his limited means would permit if their conduct towards him were such as propriety would dictate.

This Respondent ~~therefore~~ for answer says, - that notwithstanding he has sold and conveyed to Daniel Bradshaw a portion of the said Real Estate there is still many times more than enough left, owned by the Respondent to pay to the said Complainant the annual value of the Corn and Fodder stipulated to be paid to the Complainant, And the Respondent denies that there is any just legal or equitable grounds upon which to ask that the said sale to the said Bradshaw should be revoked or ~~that~~ the said Respondent should be restrained and enjoined from selling the residue of the said real estate, if he should so desire, as the payment of the said Corn and Fodder or the value thereof is not made in any manner or to any extent, a charge upon the said real estate - But the Respondent denies that he has any purpose of selling the residue of the said real estate with any purpose of depriving ~~of~~ the Complainant of his just compensation for the said Corn and fodder - And he ^{also} denies that

He ought to pay her any Commutation therefor for the year 1875, for the reason that the said Complainant did not give to him any notice of her purpose not to cultivate the land ^{heretofore} in pursuance of Agreement D till about the first of February, at which time it was too late for this respondent to make any arrangement to do so, and he being unable at that late season of the year to cultivate the land himself, derived no profit from it.

This Respondent is advised and believes that he is entitled to require a notice of six months before the end of any year before he can be held legally liable to the Complainant for the rent of the said Corn and Fodder, that is to say the same notice that any other landlord or tenant is legally entitled to require — he therefore denies that he is legally indebted to the Complainant for the said Corn & fodder for the year 1875 and has heretofore, for the reasons stated, refused to pay the same — The said land granted to the Complainant and Edw and Crumpler by Agreement D, has been cultivated by them or by the Complainant ever since it was so granted, until the said year 1875; up to which time the Respondent had in all respects abided by, and submitted to his agreement in good faith, and is willing to do so now.

and having answered to

Jos. G. Crumpler

1875 May 5.
last of his
ten 807

summits, as time to the
belong, by Jm. G. Crumpler

J. B. Prince
M.

Memorandum
for
Clark

Memorandum for clerk

✓ Copy the deed of Edward Conmple
to wife to Augustus W. J. Conmple 1866 A

✓ Deed from Augustus Conmple to wife
to J. J. Conmple in 1866 B

✓ Deed from Joseph Conmple to
Daniel Bradshaw recorded in 1875 C

Deed from Joseph Conmple to
Edward Conmple to wife recorded
in 1875 D

And file with this deed as exhibits
Shands

Crumpler

v

Crumpler v

1876

May 21. 1876

Geo. Blom.

Cumplier

n

Cumplier &c.

This cause came on this day to be heard on the Complainant's side with Exhibits filed therewith & in answer to the same this day filed & was argued by Counsel: On consideration taken of the bond with ^{said} the said Demurrer, and order that the ^{said} Defendant recover his costs by him expended in the defence of said suit, and on motion of the plaintiff by her Attorney, leave is given to amend her bill by the next term of this Court.

Crumpler
n

Crumpler n

De munes & Bile
Filed May 11 1876

Mahala Crumpler

v

J. G. Crumpler

The Defendant J. G. Crumpler
says that the Bill of the Complainant
is insufficient in law, & says that the
same be dismissed

Given Under our hands and Seals this 19th day of July 1866.

J. D. Patton J.P. (Seal)

H. B. Coby J.P. (Seal)

Southampton County, In the Clerk's Office, the 16th day of July 1866.
This Deed of Bargain & Sale from Augustus Crumpler and Virginia R.
his wife to Joseph H. Crumpler, was acknowledged by the said
Augustus Crumpler to be his act and deed and together with the
Certificate thereto annexed, of the filing, examination and acknowl-
edgment of the wife, before two Justices of the Peace, admitted
to record. Stamps of the Int. Rev. of the United States to the amount
of two dollars, being affixed thereto.

Teste, J. K. Edwards Clk

(Exhibit "C")

This Deed made this Eighth day of October, in the year one
thousand eight hundred and Seventy, between Joseph H. Crumpler and
Elizabeth V. Crumpler his wife of the first part, and Daniel Brad-
shaw of the other part, all of the County of Southampton, Virginia,
Test the said parties of the first part for and in consideration of
the sum of One thousand dollars, the receipt of which said sum
is hereby acknowledged, do give and convey to the said
Bradshaw a portion of the Manor Tract supposed to contain Three
hundred acres, more or less, of land, that is to say, beginning at a
large ditch which runs nearly east and west through the said
farm at the Western end of the said ditch running thence down the
said ditch in an easterly direction to a big pine tree which is
chopped, thence along a line of chopped trees to an old Hickory
tree on the Northway River bank opposite the "Horse shoe fishery, thence
along said Northway River to the mouth of Sinner's gut in a southerly
direction, thence up the said gut in a nearly westerly direction
to a large Cypress tree, thence along a line of chopped trees to
the end of the said ditch which is the beginning.
It being understood that the whole of the said Sinner's

and estimated to contain five hundred and ninety five acres, more or less, and bounded somewhat as follows: Beginning on the North by the lands of Augustus Crumpler; on the East by the Kettleway River, and on the South and West by the lands of John B. Jenkins. We have and do hold the aforesaid tract or parcel of land, and premises together with all the appurtenances thereto belonging or in anywise appertaining thereto, unto the aforesaid Joseph H. Crumpler his heirs and assigns forever to and for the only proper use and behoof of the said Joseph H. Crumpler his heirs and assigns forever, and the said Augustus Crumpler and Virginia R. Crumpler his wife for themselves their heirs, Executors and administrators and assigns do and each of them doth hereby Contract and agree to and with the said Joseph H. Crumpler his heirs, and ^{Executors, administrators} assigns that they will by them presently forever warrant and defend, all their right and title and interest in and to the aforesaid tract or parcel of land.

In Testimony whereof the said Augustus Crumpler and Virginia R. Crumpler has each taken oaths and set their hands and affixed their seals this day and year first above written.

Signed and delivered in the presence of

Augustus Crumpler Seal
Virginia R. Crumpler Seal

Southampton County, State of Virginia.

W. J. D. Drexler & Henry & Co.

Justices of the Peace in and for the County aforesaid, do here Certify
That Virginia R Crumpler the wife of Augustus Crumpler parties to a
Certain deed bearing date on the 14. day of July 1866, and hereto
annexed, personally appeared before us in our County aforesaid, and
being examined by us privately and apart from her husband and having
the deed aforesaid fully explained to her, she the said Virginia
R Crumpler acknowledged the same to be her act and deed,
and declared that she had willingly signed, sealed and
delivered the same and that she did not wish to retract it.

and for the State and County aforesaid, do Certify that Edward Crumpler
and Mahala Crumpler his wife whose names are Signed to the
writing above bearing date on the 16th day of April 1866, have
acknowledged the same before me in my County aforesaid.
Given under our hands this 17th day of April 1866.
W. E. Meale J.P.
S. R. Bishop J.P.

Saukrappton County, In the Clerk's Office, the 18th day of April 1866.
This Deed of Bargain ^{Sale} from Edward Crumpler and Mahala his
wife to Augustus Crumpler, and Joseph J. Crumpler, was this day returned,
and together with the Certificate thereto annexed, of the acknowledgment
of the said Edward Crumpler and free examination and acknow-
ledgment of the wife, admitted to record, Stamps of the Int. Rev.
of the U.S. amounting to three dollars and fifty cents, being affixed
thereto.

Testes, J. R. Edwards & Co

Exhibit "B."

This Indenture made and entered into this 14th day of July A.D.
Eighteen hundred and sixty six between Augustus Crumpler and Virginia
R. Crumpler his wife of the first part and Joseph J. Crumpler of the
second part all of the County of Saukrappton, State of Virginia;
Witnesseth that for and in consideration of the sum of two thousand dollars
in hand paid by the said Joseph J. Crumpler to the said Augustus
Crumpler the receipt whereof is hereby acknowledged, the said
Augustus Crumpler and Virginia R. Crumpler his wife have bargained,
sold and confirmed and by these presents do bargain sell and confirm
unto the said Joseph J. Crumpler, his heirs and assigns forever, all of
their right, title and interest, in and to one certain tract or parcel of
Land, lying and being situated in Saukrappton County, State of Virginia,
known as the Monroe tract and formerly owned by Edward Crumpler,
and sold to the said Augustus Crumpler and Joseph J. Crumpler
by the said Edward Crumpler and Mahala Crumpler his wife

"Exhibit D"

This Deed made this 16th day of April 1866, between Edward Crumpler & Mahalia Crumpler his wife of the first part and Augustus Crumpler & Joseph L. Crumpler of the second part, Witnesseth, that for and in consideration of the sum of Thirty five hundred dollars in hand paid by the parties of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the said Edward Crumpler and Mahalia his wife, have given, granted, and sold to the said Augustus Crumpler and Joseph L. Crumpler all that tract of land known as the Monroe tract, containing Two Hundred and twenty five acres more or less, lying in the County of Southampton bounded by the lands of Augustus Crumpler, John B. Jenkins, and the Northway River. Witness the following Signatures and Seals.

Edward Crumpler (Seal)
Mahalia Crumpler (Seal)

State of Virginia, County of Southampton, to wit,
We, John H. Bishop & W. E. Beale, Justices of the Peace, in and for the County aforesaid, and the State aforesaid, do hereby Certify that Mahalia Crumpler the wife of Edward Crumpler whose name and Signature to the writing above bearing date on the 16th day of April 1866, personally appeared before us in the County aforesaid, and being examined by us privately and apart from her husband and hearing the writing aforesaid fully explained to her, she the said Mahalia Crumpler acknowledged the said writing to be her act and deed and declared that she had willingly executed the same, and does not wish to retract it. Given Under our hands this 17th day of April 1866.

W. E. Beale J.P.
J. H. Bishop J.P.

State of Virginia, County of Southampton, to wit,
We, John H. Bishop, W. E. Beale Justices of the Peace in and

"Exhibit D"

This Indenture entered into this 17th day of June 1876, between
 Jos G. Crumpler of the first part and Edward Crumpler and Mahala
 his wife of the second part, Witnesseth that for and in consideration
 of the Natural love and affection which the party of the
 first part entertains for the party of the second part and for
 the further consideration of two dollars, paid to the party of
 the first part by the parties of the second part, the said Joseph
 G. Crumpler, do grant unto the said Edward Crumpler, and Mahala
 his wife during their joint lives, and the life of the survivor, the
 right to occupy and possess the dwelling house and outbuildings and
 out houses and grounds situated on the tract of land lately owned by
 the said Edward Crumpler known as the Moore Tract and
 the further right to occupy and cultivate so much of the said
 tract of land as may be necessary for a low home crop free from
 rent to be paid to the said Jos G. Crumpler the first party to this
 Contract his heirs administrators, executors and assigns And it is
 further agreed by the said Joseph G. Crumpler that if the said
 Edward Crumpler or Mahala his wife prefers not to cultivate
 any land that they or either of them shall be furnished annually
 from the proceeds of the farm thirty stone barrels of Corn and
 3000 pounds of potatoes, but the privileges and rights hereby
 granted and not to be assigned to anyone now and they promising to
 be occupied by them then the said Edward Crumpler & Mahala
 Crumpler his wife and family And if the said Mahala
 Crumpler should after the death of her present husband
 Mary again then all the rights and privileges herein granted
 her shall be void and of no effect Given under my hand
 and Seal this 17th day of June 1876.

Witness

Geo. E. Day

Geo. S. Kaper

Joseph G. Crumpler (Seal)

which is the beginning, It being understood that the whole of the
Said Survey to ordinary land water front, is hereby granted and
conveyed to the Said Broadhead. Witness the following signatures, Sub.
W. Knapp
Geo. J. Knicker
Geo. J. Darden
Joseph J. Crumpler
Elizabeth D. Crumpler

State of Virginia. County of Southampton, to wit;
This day personally appeared before me two of the Justices of the
Peace for the Said County both present together in and said County
Elizabeth D. Crumpler, wife of Joseph J. Crumpler, parties to the
foregoing Deed, dated October 8th A.D. 1870, and she the said
Elizabeth D. having the said Deed, fully explained to her, privately
and apart from her said husband declared that she had will-
ingly executed the same and that she did not wish to retract
it. And afterwards to wit, on the same day, in and said County
also appeared before me the said Joseph J. Crumpler, and ack-
nowledged the said writing to be his act and deed.
Given under our hands this 10th day of October A.D. 1870.
Cecil C. Pangborn J.P.
Geo. J. Darden J.P.

Southampton County, In the Clerk's Office, Oct. the 12th 1870.
This Deed of Bargain & Sale from Joseph J. Crumpler and
wife to Daniel Broadhead, was this day received, and
registered with the Certificate thereto annexed, of the acknowl-
edgments of the said Joseph J. Crumpler and of the prior
examination and acknowledgment of the wife, before two
Justices of the peace, admitted to record. Stamps of the Int.
Rev. of the United States to the amount of two dollars, being
affixed thereto, and duly cancelled.
Clerk, James K. Taylor J.C.

Southampton County, In the Clerk's Office, June 21st 1876.)
This Deed of Bargain & Sale from Joseph G. Crumpler to
Edward Crumpler & wife, was this day received, and proven
by the Oaths of Jas. I. Gay and John T. Russell the two subscribing
witnesses thereto, and admitted to record.

A Copy

Teste, J. K. Edwards Clk
Teste,

J. K. Edwards Clk
"

Crumpler

to } Sum's Chy

Crumpler &

1876 February Rules

Executed by delivering
Jos^t & Crumpler & Daniel
Bradshaw each a Copy
of this Summons on the
29th day of January
1876

W^m Briggs Shff

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

Joseph G. Crumpler & Daniel Bradshaw

if *they* be found within your bailiwick, 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 *February* next to answer

a bill in Chancery exhibited against them in our said Court by Mahala Crumpler

And have then there this writ.

WITNESS, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this *22^d*
day of *January*, 187*6*, in the *100th* year of the Commonwealth.

L. R. Edwards

Leucompler

as 3

Leucompler

Answer of J. G. Brampton

106

Crumpler

} Stat. Rules

Crumpler Jr.

1877 May. Dismissed

In Southampton Circuit Court.

Mahala Crumpler

Plaintiff

Joseph G. Crumpler ^{against}

Daniel Bradshaw

Defendants.

In Chancery.

1876 January 22. Summons issued

Febry R

"

Ret. Executed

Bill filed. D. Nisi. v

Defts

March "

Bill taken for Confessed. Cause set for hearing

May J. Demurred to plffs bill Dem sustained & leave given plff to amend her bill v.

1877 May. Dismissed.

Compter

or 3 Decm

Compter

May Term 1877

To be entered

Leitch Bros -

Example

is 3 Dec

Example

attorney her bill in this cause is
disputed

On motion of the
plaintiff by the

attorney her bill in this cause is

Example

is 3 Dec

Example

is 3 Dec

Example

Example

is 3 Dec

Example