1893. 22 Southampton County Chancery Crumpler Augustus &c Bradshaw, G.W.

"In pursuance agreement"

To Hon: Geo. Bloxo, Judge Circuit Court for Southampton County:-

Humbly complaining sheweth unto Your Honor your Complainant Augustus Crumpler that he is now and for some time has been seized of & entitled to a good fee-simple ~~estate~~ in and to a certain tract or parcel of land lying in said County, containing 205 1/2 acres more or less, and adjoining the "Brown Tract", the lands of C.C. Whitfield and others, same being known as the Manoe Farm; and being so seized & entitled did, on the 9th day of September 1884, Contract with one G.W. Bradshaw for the sale of the said tract of land to him, at which time the said G.W. Bradshaw did agree to purchase the said tract of land of your Complainant, at the price of Three thousand Dollars ~~to be paid as follows~~ Three hundred Dollars on a credit, for which said Bradshaw shoud execute his ~~notes~~ - all which will more fully appear from agreement herewith filed marked, "Exhibit A" & prayed to be read as a part of this bill; that in pursuance of said agreement your

Complainant executed a good and sufficient deed of conveyance, conveying the said tract of land to the said G. W. Bradshaw, and tendered the same to him, & that at that time, as now, your Complainant was possessed of a good fee-simple title to said lands thereby intended to be conveyed; that the said G. W. Bradshaw refused then to comply with the said contract on his part, and still refuses to comply with the same, though he has been several times applied to by your Complainant & his agent to comply therewith — All which actings & doings are contrary to Equity & good conscience. In Consideration whereof, your Complainant prays that the said G. W. Bradshaw be made a party defendant to this bill & required to answer the same; that the said agreement entered into between your Complainant and the said G. W. Bradshaw may be specifically performed & carried into execution by the said G. W. Bradshaw — your Complainant hereby offering to perform the same on his part; and

that the said G. W. Bradshaw may be compelled to pay your complainant the amount of the purchase money of said tract of land, with interest, your complainant herein offering to convey by a good & sufficient deed the said tract of land to the said G. W. Bradshaw; that proper process issue, & that your complainant may have such other, further relief as in the premises is just and right. And your complainant will ever pray &c.

W. J. Sibley, p.q.

Crumpler

v. Bill of Exhibits

Bradshaw

Schuyler, N.Y.

I. A. Crumpler. of the 1st part. &
G. W Bradshaw. of the 2cd part...
enter into and agreement of bargain
& Sale. which is as follows. Viz
A. Augustus Crumpler. for and. in
consideration of the sum of three
thousand dollars Cash. and. note for
three hundred. dollars. payable. as
will hereafter be named. do. bargin and
sell. unto Geo. W. Bradshaw. of the 2d part
the said farm.
situated near Monroe. ferry and. known.
as the monroe. farm. and. all. buildings
bricks Stocks Locks. ashes & Stable manure
now on. said farm. and. all. of the above.
mentioned Articles that shall accumulate
in above said farm between this date
& Jan 1st 1880. Which I promise to
deliver to the said Geo. W Bradshaw.
Providential act accepted. (Sickling
& Wind.) He. the said Geo. W. Bradshaw.
holding my receipt for five dollars.

in part payment of the above bargain & sale.

A Crumpler (Seal)

I. Geo. W Bradshaw of the 2nd part acknowledge the above to be the bargain & sale between myself of the [illegible]d part & A Crumpler of the first part.

G W. Bradshaw (Seal)

I A. Crumpler of the first part agree to forfeit to Geo. W. Bradshaw of the 2nd part two Hundred & fifty dollars. Should I violate the Above contract

A Crumpler (Seal)

I Geo W. Bradshaw of the 2nd part agree to forfeit to A Crumpler of the 1st part two hundred & fifty dollars should I violate the above contract

G. W Bradshaw (Seal)

as Witness of above I affix my hand & seal this 9th day of Sept AD 1884

R. T Fries (Seal)

Crumpler
To
Whitfield's Trustee

Exhibit

This Deed of Trust made this 27th. day of July 1874 between Augustus Crumpler of the first part, ~~and~~ Joseph B. Prince Trustee of second part and E.E. Whitfield of third part. Witnesseth: That in consideration of the sum of ten dollars in hand paid, and the premises hereinafter named the said Augustus Crumpler does grant and convey with general warranty to J.B. Prince Trustee, the following property to wit: a certain tract of land situated in Southampton County containing 205½ Acres, be the same, more or less bounded by the land of E.E. Crumpler's Est. the Nottoway River and N.P. Pope, together with all the appurtenances thereto belonging, all the household and kitchen furniture of said Augustus Crumpler, and the following other personal Estate, to wit: one horse, ten head of cattle and their increase, twenty four head of hogs and their increase, one rockaway and farming utensils, Casts &c. In trust to secure a debt due by bond of even date with this deed for three thousand dollars due E.E. Whitfield by said Augustus Crumpler on demand, and bearing interest at the rate of six per cent. per Annum. And it is agreed by the parties to this deed that no sale shall take place by virtue of this deed for the period of twelve months from this date provided that the said Augustus

Crumpler shall pay the interest on said bond and six hundred and twenty four dollars, of the principal of said bond promptly at the expiration of twelve months from the date hereof longer indulgence is at the discretion of said Whitfield. And it is further agreed that in case of a sale, it shall be upon verbal notice to the Trustee. after 20 days notice of time and place, upon such terms as said Whitfield may propose, and the Trustee, in such event, shall be entitled to five per cent Commissions on gross sales.

Witness the following signatures and seals.

A. Crumpler (Seal)

J.B. Prince (Seal)

Southampton County: In the Clerk's Office.

July 27th 1874.

This Deed of Trust from A. Crumpler to J.B. Prince, Trustee, for the benefit of C.C. Whitfield, was this day received and acknowledged by said Crumpler and Prince to be their act and admitted to record.

Teste: L.R. Edwards C.C.

A Copy.

Teste: J.B. Prince C.C.

Crumpler
vs
D. F.
Whitfield's Devisees

Exhibit

Consent

This Deed of Trust made this 25th day of Febry 1875 between Augustus Crumpler and Mrs Susan R. Crumpler, his wife, of the County of Southampton of the first part and Joseph B. Prince, Trustee, of the second part, and E.E. Whitfield of the third part. Witnesseth: that in consideration of ten dollars in hand paid and the premises hereinafter named. the said Augustus Crumpler and Mrs Susan R. Crumpler his wife, do grant and convey with general warranty to J.B. Prince Trustee, the following property to wit: a certain tract of land situate in Southampton County. Containing 205 acres be the same more or less. bounded by the lands of E.E. Crumpler Est. The Nottoway River, and A.P. Pope. together with all the appurtenances thereto belonging. All the household and Kitchen furniture of said Augustus Crumpler and wife, and the following other personal Estate. to wit: One Horse. Ten head of Cattle. and their increase. twenty four head of hogs and their increase. One Rockaway. and farming utensils, Cattle &c. In Trust to secure a debt due by bond of even date with this deed. for one thousand Dollars. due E.E. Whitfield. by said Augustus Crumpler. on demand and carrying interest at the rate of six per cent per annum.
And it is agreed by the parties to this deed

that no sale shall take place by virtue of this deed for the period of twelve months from this date, provided that the said Augustus Crumpler shall pay the interest on said bond and six hundred and twenty four dollars of the principal of said bond promptly at the expiration of twelve months from the date hereof - longer indulgence is at the discretion of said Whitfield, and it is further agreed that in case of a ~~sale~~ sale it shall be upon verbal notice to the Trustee, after 20 days notice of time and place, upon such terms as said Whitfield may propose. and the trustee in such event shall be entitled to five per cent Commissions on gross sales.

Witness the following signatures and seals.

Augustus Crumpler (Seal)

Susan R. Crumpler (Seal)

State of Virginia:

County of Southampton - to wit:

I, J. J. Dreyer a Notary Public in the County aforesaid for the state aforesaid - do certify that Mrs Susan R. Crumpler, the wife of Augustus Crumpler - whose name is signed to the writing above - bearing date on the 27th day of July 1874, personally appeared before me in the County aforesaid, and in the state aforesaid. and being examined by me privily and apart from her husband

and having the writing aforesaid fully explained to her, she the said Susan R. 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 my hand this 26th. day of February 1875.

J. J. Dwyer N.P.

State of Virginia:
County of Southampton - to wit:
I, J. J. Dwyer, a Notary Public for the County aforesaid in the State aforesaid do certify that Augustus Crumpler, whose name is signed to writing above, bearing date on the 27th day of July 1874 has acknowledged the same before me in my County aforesaid.
Given under my hand this 26th day of February 1875.

J. J. Dwyer N.P.

Southampton County: In the Clerk's Office. February 26th 1875. This deed of Trust from Augustus Crumpler to Jos. B. Prince, Trustee, for the benefit of C. C. Whitfield - was this day received and together with the Certificate thereto annexed - admitted to record.

Teste. L. R. Edwards C.C.

A Copy - J. B. Prince C.C.

The Depositions of John H. Beaton and others, taken before me, B. F. McLemore a Commissioner in Chancery of the Circuit Court for the County of Southampton, ~~County~~ pursuant to Notice hereto annexed - at the Offices of W. J. Sebrell in the Village of Jerusalem on the 9th day of Oct: 1886 between the hours of 9" A.M. and 6" P.M. of that day, to be read as evidence in behalf of the plaintiff in a certain suit depending in the Circuit Court of Southampton County, wherein Augt: Crumpler is Plaintiff and Geo. H. Bradshaw is Defendant.

Present: W. J. Sebrell. Counsl for Pltff -
" W. S. Holland Counsel for Defendant

The Witness, John H. Beaton, being duly sworn deposes as follows:

Q: What is your age, occupation and residence, and do you know the parties to this suit?

A: I am 47 years old, reside in Southampton County, am a Farmer by occupation and know the parties to the suit.

Q: Do you know any thing about the Agreement between the Plaintiff and Defendant

in regard to the sale of Plaintiffs tract of land known as "Monroe" in the bill mentioned to the Defendant. and if so, state all you know in connection with the same?

A: I am cognizant of the fact that Mr Augustus Crumpler made sale of Monroe farm to George H. Bradshaw. said A. Crumpler did carry me to said Geo W. Bradshaw with Deed for said farm, which I tendered to said Bradshaw - reading to him the same carefully - said Bradshaw placed no doubt as to the genuineness to the Deed. but stated his disappointment to him in money matters, left him unable to meet the obligation. I requested him to have an interview with Mr Crumpler in person, but he declined, stating that he was unprepared to meet the obligation.

Q: You have just stated above that you tendered Mr Geo. W. Bradshaw the deed from Mr Crumpler conveying to Defendant said tract of land. please state whether or not you did so at the request of Mr Crumpler? also state the time, if you can, when you tendered the said Deed?

A: (Question excepted to by Counsel for Defendant because leading, & because the Deed said to be tendered would be the best evidence as to whether it conveyed said land or not, and

as to time)

A: I did - and as nearly as I can recollect, it was on or about the 1st day of January 1885.

Q: (Here a paper marked Exhibit "B" is handed to the witness) and the witness is asked to state whether or not he has ever seen the same before, and whether or not it is the deed he tendered to Defendant Geo. H. Bradshaw, as referred to in his foregoing answer?

A: I have seen it before, it is the identical Deed I tendered to Geo. H. Bradshaw on or about the 1st day of January 1885.

Here Plaintiff asked permission to file said Deed marked Exhibit "B", which he prayed may be read as part of the depositions, which is accordingly done -

Cross Examined by Defendants Counsel -

Q: Why did Jas Vaughan and J. B. Paine sign the deed just handed you by Plaintiffs Counsel?

- Question Excepted to by Plaintiffs Counsel -

A: Because satisfied of all demands

Q: What sort of demands did Mess: Vaughan & Paine have to be satisfied?

Question excepted to because the deed itself

is the best evidence -)

A: I am cognizant of nothing to deter them from signing the deed.

Q: Then I understand you to say that you know nothing of any demands had or claimed by said Prince or Vaughan? Question Excepted to by Plaintiffs Counsel for reasons given above -

A: Their signatures to the Deed, I presume, covered all.

Q: Witness here shown Deed Book for 1874 & 77 page 67. and is asked to read a deed of Trust there recorded and to say whether or not the debt therein mentioned has ever been paid, in whole or in part?
Question Excepted to by Plaintiffs Counsel -

A: I would judge from the Deed, that satisfaction had been given.

Q: Independent of and outside of a paper called Exhibit "B" - filed by Plaintiffs Counsel in these depositions - do you know whether said debt mentioned in said Deed of Trust has been paid in whole or in part?

A: Outside of Exhibit "B" I don't know - I base my knowledge of the matter on said Exhibit.

(Counsel for Defendant here files two deeds of trust - one from Augustus Crumpler to J.B. Prince Trustee & the other from Augustus

Crumpler trips to J. B. Prince Deed-
marked "A" & "B" to be read as evidence
in this cause.)

Q: Now, Captain Reading, we have found still
another Deed of Trust on the Monroe Farm,
marked Exhibit "B", do you know outside
of any papers filed by Plaintiffs Counsel, in
these depositions, whether the debt or any part
thereof mentioned in either of these Deeds of
Trust has been paid?

A: When Exhibit "B" was presented to the pur-
chaser, no Complaint was rendered to the
genuineness of the Deed. that is all I know.
I know nothing outside of the paper called
Exhibit "B". as filed by Plaintiffs Counsel.

Q: In your answer to first Question by
Plaintiffs Counsel, you said that you
were cognizant of the fact that Mr. A.
Crumpler made sale of Monroe Farm
to Geo. H. Bradshaw, Now please explain
how Mr A. Crumpler could sell a piece
of land that did not belong to him?
(Question Excepted to by Plaintiffs Counsel)

A: Mr Bradshaw believed ~~the~~ genuine and for
want of money could not comply. I believe
that Mr Bradshaw knew that Mr Crumpler
would give him a genuine deed.

Q: Witness is here shown Exhibit "A" filed with
the Plaintiffs Bill, and asked to read the same.

now state whether at the date of said Exhibit "A" said Augustus Crumpler was seized and entitled to a good, fee simple Estate in and to a certain tract or parcel of land containing 205½ Acres, as stated in his Bill.?

A: I have no positive knowledge concerning this Bill.

And further this Deponent says not.

Jno W Beaton

The further taking of this deposition is adjourned by Consent of Counsel, to the 26th day of October 1886.

Tuesday, October 26th 1886.

Present: W. J. Sebrell Atty for Plaintiff
W. S. Holland " " Defdt:

The Wit of Augt: Crumpler, being duly sworn deposeth as follows:

Q: Do you bear any relation to this suit?

A I am Plaintiff.

Q: Were you at the time you contracted with the Defendant for the sale of the land in the proceeding mentioned possessed in fee simple of the said land, and if so, state how and when you became seized of the same?

A I was seized in fee of said land when I contracted to sell to defendant. I purchased the land from

my brother Jos. L. Crumpler by deed dated Jany 21 1860 – (a certified Copy of which said deed is herewith filed, and prayed to be read as part of these depositions)

Cross Exam'd by Defendants Counsel.

Q: Mr Crumpler, what do you mean when you say you had a fee simple interest, do you mean that no one else except yourself had any right in the land?

A Mr James Vaughan had a deed of Trust on it. in which deed J. B. Prince was Trustee, the deed was executed to secure a bond of $1000 –

Q: How much of that one thousand dollars have you ever paid?

A: Two hundred dollars – of the principal and all the interest – and no more.

Q: At the time you contracted with the defendant was there not another deed of Trust ~~on said land~~ to said Prince Trustee, for the benefit of ~~him~~ one C. C. Whitfield to secure a debt of $3000.?

A: At the time I contracted with the defendant I owed Mr Whitfield not a cent – and do not owe him any thing now.

Q: The Witness is here shown the Deed Book for 1874 & 1877 – and pointed to page 67. & 68. and is asked to say whether or not the Augustus Crumpler mentioned in a deed to J. B. Prince

Trustee, is not the same Augustus Crumpler, and if so, state when, where and how you paid the debt in said deed mentioned?

A. I am the same Augustus Crumpler - in 1875 in the Office of J.B. Prince. I gave Mr Whitfield another deed of Trust for $1000 - which stilled the former deed - it was my neglect that I never had a release deed. I never owed Mr Whitfield but $1000. in my life -

Q: Please explain why you should give Mr Whitfield a bond for $3000. and secure that bond by a deed of Trust on your real and personal Estate, when you did not owe him but $1000.?

A: At that time I was expecting other parties to press me for money that I did not owe - I went to Mr Whitfield to borrow some money - he loaned me six hundred dollars - and gave me his note for $2400 - then took a deed of Trust for $3000 - and then in 1875 he loaned me four hundred more, making a thousand - then he took in his bond for $2400 - and took a Trust deed for $1000.

Q: Then I understand that said deed of trust was made to prevent some parties who were then pressing you, from collecting anything?

A: It was -

The Witness Jas Vaughan being
duly sworn deposed as follows:

Q: Mr It has been stated in these depositions that you held a deed of trust on the tract of land of Mr A. Crumpler, in the proceedings mentioned and that said Crumpler contracted to sell said land to defendant Gold Bradshaw, please state whether or not said Crumpler had your consent to make said sale and whether or not you joined with said Crumpler in preparing deed for said Bradshaw.

A: He had my Consent and I joined with him in the deed.

Q: Here witness was shown the deed filed as Exhibit "B" and asked if that is the same deed which he & joined Crumpler in so making.?

A: It is:

Cross Examined by Defts Counsel.

Q: Where is the Bond for $1000. mentioned in your Deed of Trust?

(Question Excepted to Plaintiffs Counsel, because it is irrelevant and immaterial)

A: It is in my Pocket.

Q: Has it ever been paid?

A: Not all of it. (Excepted to by Plaintiffs Counsel for reasons as above.

Q: You say you have signed a deed and that deed says the said bond has been fully paid, by said Crumpler to said.

Vaughan, How could you sign such a deed, when the Bond was not paid?
(Question Excepted to by Plaintiffs Counsel because irrelevant, immaterial and tending to Contradict a written instrument)
(Defts Counsel replies and says he has a right to contradict a written instrument when it is ~~fraudulent and when the question is needed~~ to show fraud and conspiracy)

A: Because if Bradshaw had complied with the Contract like a man should do, I should have had my money, and should not be here now.

And further this deponent saith not.

Jas. Vaughan

Virginia:
Southampton Co: to wit:

I, B. F. McLemore, Commissioner in Chancery of the Circuit Court for Southampton County, State aforesaid, do hereby certify that the foregoing depositions of John W. Beaton and others, were duly taken, subscribed and sworn to before me at the time and place and for the purposes therein stated; pursuant to Notice filed herewith.

Given under my hand, Oct: 26th 1886.

B. F. McLemore
Comr in Chancery

Time employed - 5 hours.
Comr's fee $15.00

Wits: re-Examined by Plaintiffs Counsel - (Exceptns to by Defendants Counsel)

Q: You have stated in the Cross Examination that Mr James Vaughan held a deed of trust on the tract of land in the bill mentioned, please state whether or not, before Contracting with the Defendant for sale of said land, you obtained Consent of Mr Jas Vaughan to your selling said land, and his assurance that he would join you in making the necessary deed?

A: Before Mr Bradshaw ever said anything about buying my land, I asked Mr Jas Vaughan if he would be willing for me to sell, and if he would join me in a deed - he said would join in the deed, if I should sell, and had no objection to my selling - After I sold the land to Mr Bradshaw I went to see Mr Vaughan and we both went to a Notary Public, and [both of us] Signed and acknowledged the deed of bargain & sale to Mr Bradshaw.

Question & Answer Excepted to by Defendants Counsel because not on new matter, states a hearsay and tends to Contradict a written instrument -

And further this Deponent saith not.

Sworn to & Subscribed
before me this
March 1st 1887

Jno: F Crumpler

The wife of C. C. Whitfield, being duly sworn deposeth as follows.

Q: The Wife of is here shown Deed Book for 1874 to 1877. Page 67 + 68, and had read to him a deed there recorded in which Augt Crumpler conveys real & personal Estate to J B Skinner Trustee to secure a debt due to C.C. Whitfield, said deed bearing date the 25th day of July 1874 - being same deed as Exhibit "B" filed in these proceedings; and is asked if he is the same C.C. Whitfield mentioned in said deed, and if or whether the said deed is satisfied as far as he is concerned?

A: I am the same C.C. Whitfield and the said deed is satisfied so far as I am concerned.

Cross Examined - by Defts Atty:

Q: How was the $3000. paid?

A: Precisely as Mr Crumpler stated.

Q: Is it not a fact that the deed of trust was made and executed to prevent Mr Crumpler's creditors from collecting anything out of him?

(Question Excepted to by Plaintiff)

A: Yes sir: I think it was:

And more this deponent sayeth not.

C. C. Whitfield.

Crumpler

vs. } Notice.

Bradshaw

1886. Oct: 9th

Executed by delivering
a Copy of written
Notice to W. H. Bradshaw

J. S. Barham
Octo 4/86 Sheriff

To Geo. W. Bradshaw

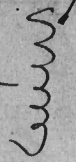
You are hereby notified, that on the 9th day of October, in the year 1886, at the office of B. F. McLEMORE, in the village of Jerusalem, Southampton county, Va., between the hours of 9" A. M. and 6" P. M. of that day, I shall proceed to take the depositions of John W. Beale and others, to be read as evidence in my behalf in a certain Chancery suit depending in the Circuit Court for Southampton county, wherein I am Plaintiff and you are Defendant; and if, from any cause, the taking of the said depositions be not commenced, or, if commenced, be no concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

Augustus Crumpler

By Counsel.

Crumpler



Spa

Bradshaw

1886. Oct. 9th

Executed by
delivering a copy of
this Summons to each
of the within named
persons

J. L. Barham

Oct 14th 1886 Sheriff

1

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON John W. Beadon, R. T. Fiers and Augt: Crumpler

to appear before B. F. McLEMORE, a Commissioner in Chancery for the Circuit Court of Southampton county, at his office, in Jerusalem, Va., on the 9th day of October 1886, to testify and the truth to speak on behalf of

Augt: Crumpler

in a certain chancery suit in our said court depending and undetermined between

Augt: Crumpler Plaintiff

and

Geo. W. Bradshaw Defendant

and this they shall in no wise omit under penalty of law. And have then there this writ.

Witness, B. F. McLEMORE, Commissioner of our said Court, at his said office, this 18th day of September 1886, in the 111th year of the Commonwealth.

Teste: B. F. McLemore

Comm in Chc

Crumpler
" Spia
Bradshaw
1886. Oct: 26"

Executed.
Oct 26/86

J. L. Barham
Sheriff

1

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON C. C. Whitfield and Augt. Crumpler

to appear before B. F. McLEMORE, a Commissioner in Chancery for the Circuit Court of Southampton county, at his office, in Jerusalem, Va., on the 26 day of Oct. 1886, to testify and the truth to speak on behalf of

Augt. Crumpler

in a certain chancery suit in our said court depending and undetermined between

Augt Crumpler Plaintiff

and

Geo. W. Bradshaw Defendant

and this they shall in no wise omit under penalty of law. And have then there this writ.

Witness, B. F. McLEMORE, Commissioner of our said Court, at his said office, this 21 day of Oct. 1886, in the 111 year of the Commonwealth.

Teste: B. F. McLemore

Comm'r in Chancery

Bradshaw

ads Spa

Crumpler

1886. Oct. 26th

Executed

Oct 25 11/86

R. H. Burrill, D.Sh.

for J. L. Basham Sh.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON James Vaughan and Geo. W. Bradshaw

to appear before B. F. McLEMORE, a Commissioner in Chancery for the Circuit Court of Southampton county, at his office, in Jerusalem, Va., on the 26 day of Oct. 1886, to testify and the truth to speak on behalf of

Geo. W. Bradshaw

in a certain chancery suit in our said court depending and undetermined between

A. Crumpler

Plaintiff

and

Geo. W. Bradshaw

Defendant

and this they shall in no wise omit under penalty of law. And have then there this writ.

Witness, B. F. McLEMORE, Commissioner of our said Court, at his said office, this 20 day of Oct. 1886, in the 111 year of the Commonwealth.

Teste: B. F. McLemore

Comm'r

Sebree, Con't

to 3 Deed B & S.

Bradshaw.

"X"

Whereas by a decree of the Circuit Court of Southampton rendered at the May term 1888 thereof in the Chancery cause therein depending styled Crumpler vs. Bradshaw, it was ordered that the defendant, G. W. Bradshaw, should pay to the plaintiff, Augustus Crumpler the sum of $2995.00 in cash, with interest from Jany. 1st 1885, and execute to the said plaintiff his note for $300.00, and that W. J. Sebrell, who was appointed a special Commissioner for the purpose, should thereupon execute to the said G. W. Bradshaw a good and sufficient deed, with special warranty, for the tract of land in the proceedings mentioned, consisting of a certain tract or parcel of land, lying in said County of Southampton, containing 205½ acres, more or less, and adjoining the "Brown Tract", the lands of C. C. Whitfield's estate and others - same being known as the Monroe Farm - and whereas the said G. W. Bradshaw has paid unto the said Augustus Crumpler the said sum of $2995.00 in cash, with interest on same from Jany. 1st 1885 and has executed to said Augustus Crumpler his note for $300.00

and is now entitled to a deed for said land, Now, therefore, this deed made this 29th day of January 1889 between the said W. J. Sebrell, Special Commissioner as aforesaid, of the first part and the said G. W. Bradham, of the second part, Witnesseth, That for and in consideration of the premises, the said W. J. Sebrell, special Commissioner as aforesaid, of the first part doth grant and convey, with special warranty, unto the said G. W. Bradham of the second part and his heirs forever the tract or parcel of land hereinbefore mentioned and described, containing 205 1/2 acres more or less and adjoining the "Brown Tract", the lands of C. C. Whitfield's Estate and others, same being known as the Monroe Farm.

Witness the following signature & seal.

W. J. Sebrell, [Seal]
Spec'l, Com'r.

Virginia,
Southampton County, to-wit:-

I, B. F. McLemore, Commissioner in Chancery of the Circuit Court for the County & State aforesaid

do hereby certify that W. J. Scheer whose name is signed to the foregoing writing bearing date on the 29th day of Jany. 1889 has acknowledged the same before me in my County aforesaid - Given under my hand this 29th day of Jany. 1889.

B. F. McLemore
Com'r in Chancery

Crumpler
vs.
Bradshaw.

Report of Com'r: Sebrell.

In this cause the Commissioner begs to report that pursuant to decree herein entered at the May term 1888 he tendered to the defendant a good and sufficient deed, with special warranty, for the land in the proceedings mentioned, to-wit: the deed of bargain & sale, marked "X", appended to this report ~~& prayed to be considered~~ as a part hereof. But the said defendant refused and declined to accept the said deed or any deed whatsoever. And six months ~~from~~ the date of the said decree having elapsed and neither the defendant nor any one for him having paid the amount required to be paid by the said decree, the Commissioner, after having given due notice of the time, place and terms of sale, exposed the said tract of land to sale, by public auction, on the 18th Feby 1889 to the highest bidder, for Cash, at which said sale, Thos. J Bradshaw became the purchaser by bidding therefor the sum of $2800.00, that being the highest bid made for the same. The said purchaser has paid the said purchase-price of $2800- which amount has been fully disbursed by the Commissioner, as will appear from

statement and vouchers herewith filed.
The Commissioner has executed to the said Thos. J. Bradshaw a deed, with special warranty, for the said land.
The Commissioner would further state that the plaintiff has been all the while in possession of the land in the proceedings mentioned, & he would, therefore, ask to be informed whether interest shall be computed on the amount to be paid the plaintiff by the defendant or whether same shall be considered a fair and just off-set for the use and occupation of said land. All which is respectfully submitted.

W. J. Sebrell,
Special Comr.

Crumpler
vs.
Bradshaw

Report of Comr.
W. J. Sebrell.

This Deed of Bargain & Sale made this 16 th day of December 1884 between Augustin Crumpler and Susan A. his wife of the County of Southampton State of Virginia of the first part grantors and Geo. W. Brantley of said County and State of the second part grantee witnesseth that in consideration of the sum of Three thousand, three hundred dollars to them the said grantors paid by said grantee the receipt whereof is hereby acknowledged, they the said grantors do hereby grant, convey, bargain and sell with general warranty unto the said grantee the following real property to wit that certain parcel or tract of land on which the said grantors reside in said County, situated on the Nottoway river, and bounded as follows: on the north by the land of Harriss Pope, deceased, on the east by the Nottoway river, on the south by the Newsom ferry & Joyner ville road, on the west by C. C. Whitfield's land, and containing one hundred and eighty seven acres more or less, together with all appurtenances and improvements thereunto belonging to him the said grantee and his heirs forever. And whereas the said grantors did about the year 1876 convey said property to Jo. B. Prince, in trust to secure the payment of a certain bond for one thousand dollars due C. C. Whitfield by the said Augustin Crumpler, and whereas the said bond was transferred by said Whitfield to James Vaughan, all of said

County, and whereas the said debt has been fully paid by said Crumpler to said Vaughan now therefore the said James Vaughan doth in consideration of said payment convey to the said within deed of Bargain & Sale from said Crumpler & wife to said Bradshaw, hereby relinquishing all right title & interest he the said Vaughan may hold in said property, by signing and sealing this writing. And the said J.B. Prince (trustee) doth within from the said James Vaughan doth in consideration of the premises convey all the right title and interest vested in him as trustee, to said real property unto the said Bradshaw. Witness the following signatures and seals.

The words "one thousand dollars" were interlined before signing.
AAE

Augustus Crumpler (Seal)
Susan B. Crumpler (Seal)
James Vaughan (Seal)
J.B. Prince (Seal)

State of Virginia
Southampton County to wit:

I, L.R. Edwards, a Notary Public in and for said County and State do hereby certify that Augustus Crumpler, and James Vaughan whose names are signed to the writing above bearing date the 16th day of December 1884 have personally acknowledged the same before me in

said County; and I further certify that Susan R. Crumpler the wife of the said Augustus Crumpler whose name is also signed to said writing, bearing date as aforesaid has also personally appeared before me in said County and being examined by me privily and apart from her husband, the said Augustus Crumpler, and having said writing fully explained to her, she the said Susan R Crumpler acknowledged said writing to be her act and deed declared that she had willingly executed the same and says that she does not wish to retract it. Given under my hand this 17th day of December 1884

E. R. Edwards N P

Virginia Southampton Co. to wit.

I. B. F. McLemore a Commissioner in Chancery for the Circuit Court of Southampton County in the State of Virginia do certify that E R Crumpler whose name is signed to the writing above dated 16th Dec 1884, has acknowledged the same before me in my County aforesaid.

Given under my hand Dec'r 20. 1884.

B. F. McLemore

Commissioner in Chancery.

Received March 14/89 of C. J. Sebrell, special Commissioner in suit of Crumpler vs. Bradshaw the sum of Twenty six - Hundred & Eighty eight ×88/100 Dollars from sale of land sold under decree in said cause.

A Crumpler

Crumpler
to 3rd Regt.
Inbrief com.

No. 36

Rec'd Feb. 23. 1889, of W. J. Abreu
Spec'l Comr in Chancery Suit of
Crumpler v Bradshaw three & 36/100
dollars as Clerk's fee and five dollars
as Comr's fee in said suit.

B. A. McLemore

$1.22

Rec'd Nov 16-1869. of W. J. Sebrell, Atty - one & 22/100 dollars - fulness Costs in suit of Crumpler v. Bradshaw -

B. F. McLemore Clerk

Receive Nov 15. 1897 of W. J. Schreen Comr
in Suit Crumpler vs Bradshaw —
Cir. Ct. Southampton for $ 98/00
dollars. for costs due me while
Clerk of Cir. Ct.

L. B. Turner

J.B. Prince
to
3 Regt.

Comr. Schell.

Received of W. D. Lebrell, Comr. in case of Crumpler vs. Bradshaw Five & 50/100 dollars amt. due me as Exrix and as Shff - for fees in said cause.

J. H. Williams
Exrix

Crumpler
M. 3 Statement
3 vouchers.
Bradshaw.

Crumpler
vs. } Statement.
Bradham.

By Amt. sale of land — $2800.00

To Costs:

Clerk's (J.B. Prince's) fee	$ 4.98	
" (B.F. McLemore's) "	4.58 ✓	
Comr. (" " ") "	5.00 ✓	
Shipp's (Jno. Williams') "	.50 ✓	
Law & C (taxed in suit) "	16.50 ✓	
Com's: on $2800 @	65.00 ✓	
writing 2 deeds	10.00 ✓	
auctioneer's fee	5.00 ✓✓	111.56
	—	$2688.44

Paid Augustus Crumpler. $2688.44 ✓

Crumpler



Bond

Bradshaw

1889. Janry 29. filed

Know all men by these Presents, That we W. J. Debrell & J. B. Pruden

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Six thousand ——— Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter-claims or offsets other than legal tender currency of the United States.

Sealed with our seals and dated this 29 day of January A. D. 1889

THE CONDITION of the above obligation is such that if the above bound Wm. J. Debrell. who was appointed a Special Commissioner by decree of the Circuit Court of Southampton County, rendered at the May Term 1888 in the Chancery Cause of Crumpler & Bradshaw. shall faithfully perform the duties required of him under the decree aforesaid ———

~~shall faithfully discharge the duties of~~ ~~office or trust~~ according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

W. J. Debrell. SEAL

J. B. Pruden SEAL

SEAL

SEAL

Complt
To
Braishaw

Answer 3 Sept —

The answer of George W. Bradshaw the defendant to a bill of complaint exhibited against him in the Circuit Court of the County of Southampton by Augustus Crumpler, Complainant.

This respondent reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as may be material for him to answer, answers, and says:

It is not true as alleged in said bill that said Complainant was at the time he filed said bill and for a long period before that time, seized of, and entitled to a good fee simple estate in and to a certain tract or parcel of land lying in said County, containing, containing 205 1/2 acres more or less, and adjoining the Brown tract, the lands of C. C. Whitfield and others, some being known as the "Monroe Home" and this respondent denies that said Complainant was so seized, possessed and entitled as in said bill alleged at the time of making the contract set out in exhibit "A".

This respondent does not deny signing said exhibit, but he denies that it was

the intention of any of the parties to bind each except by a mutual forfeit.

This respondent is advised that said exhibit is nothing more nor less than a fledged forfeiture to secure any loss that either party might sustain by reason of either said plaintiff or defendant failing to make a good & sufficient deed &c on the one side; and to pay a three thousand dollars on the other side - he said plaintiff not knowing whether he could comply or not - and the sum was expressed and stated as to the other party - said defendant.

And this respondent avers that this was the sole and only object of Exhibit A - And this respondent avers that said plaintiff has sustained no loss by reason of said failure on his part, on the contrary, he the said plaintiff has been benefited by reason of improvements on said land made by said defendant and his employes -

And this respondent denies that said plaintiff was seized of a fee simple estate in said land at any time since the signing of exhibit "A" and he denies that said plaintiff ever tendered to him his deed (Plff.'s deed) conveying a fee simple estate as in said bill alleged. This respondent denies any

allegations in said bill made except that he signed Exhibit "A".

And this respondent denies all fraud, unlawful combination and conspiracy, and having fully answered the complainants bill prays to be hence dismissed with his reasonable costs in this behalf expended, and he will ever pray.

George W. [his] Bradshaw
[mark]

W. S. Holland p.q.

Virginia:

Southampton County, to wit.

This day George W. Bradshaw appeared in person before me, a Commissioner in Chancery, in and for the County and State aforesaid, and made oath that the matters in the foregoing answer stated as of his own knowledge are true, and those stated upon the information of others he believes to be true.

Given under my hand this 15th day of February, A. D., 1886.

Wm H. Parker,
Comm'r in Chancery

"

Complee

Vs

Bradshaw

Sermon

Complr
vs
Bradshaw

And this defendant Geo. W. Bradshaw by his attorney says that the complainants bill is not sufficient in law

Crumpler 73

vs

Bradshaw

May Term 1887

To be entered.

C M Hill

I consent to the
decree.

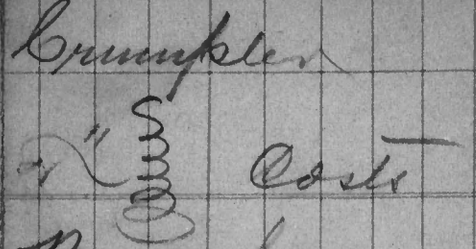
W. J. Sebrell Jr.
by L. B. S.

W. S. Holland
atty. for defendant

Crumpler
vs
Bradstow

This cause come on this day to be heard and by consent of all parties in open court it is ordered that this cause be made a vacation cause to be heard at any time in vacation without deciding any matters of law or fact

Crumpler



Bradshaw

Crumpler v. Bradshaw - Costs -

Summ: 20. Cop. 10. receipt 18		48
Atty 10. docket 18. Rules 1.00	1	28
ent: return 35. filing bill 15		50
Cop Exhibits 1.25. filing same 20	1	45
Filing Answer 25. replication 15		40
Filing Depositions 15. Last Costs 40		55
2 services & Copies	1	44
Filing away papers		25
Taking & recording Comm's bond	1	74
Certificate		25
Clk. J.B.P.		4.98
" B.F.M.		3.36 paid
Comm'r Do.		5.00 paid
Sheff		50
Law fee		16.50
		30.54
Retained for future costs.	$ B.F.M.	1.12 paid
		$ 31.66

Crumpler
vs } Stat: Rules
Bradshaw

In Southampton Circuit Court.

Augustus Crumpler. Plff } In Chancery.
against
G.W. Bradshaw Deft }

1885

March 30th Summons to Apl Rules.

Apl Rules. " " Exhd. Bill & exhibits filed. Decree nisi vs Deft.

May " Cause set for hearing. Bill taken for confessed.

Crumpler

v

Sam

Bradshaw

1885. Apl. Rules

Sci. Fa.

I went to the residence of G. W. Bradshaw March 30th 1885: he being from home I left a copy of this summons with his wife who is a white member of his family over 16 years of age and explained its purport.

G. W. Tick

Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON G. W. Bradshaw

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 a bill in Chancery exhibited against him in our said Court by Augustus Crumpler

And this he shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this 30th day of March, 1885, in the 109th year of the Commonwealth.

Teste. J. B. Prince C. C.

Crumpler
vs. } Decree.
Bradshaw.

This day this cause came on to be further heard upon the papers formerly read. and upon the report of Comr. W. Sebrell, filed during the term, to which report there is no exception, and was argued by Counsel. On consideration whereof, the Court doth approve and confirm the said Report. And it appearing to the Court that there is a difference of $606.66 between the amt. of the principal due from the defendant, Geo. W. Bradshaw to the plaintiff, Augustus Crumpler, by virtue of the contract between them, and the amt. actually received by the said plaintiff from the sale of the lands in the proceedings mentioned, made by Comr. Sebrell on the 18th Feby. 1889, the Court doth adjudge, order and decree that the defendant, the said Geo. W. Bradshaw, do pay unto the plaintiff, the said Augustus Crumpler, the said sum of $606.66, with interest thereon from the said 18th day of February 1889 till paid, omitting all interest on the same from the 1st January 1885 to the 18th Feby. 1889, which said item of interest from

the 1st Day. 1880 to 18th Feby. 1889 the
Court considers a fair and just off-set
for the use and occupation of said lands
by the said plaintiff during that period.

Crumpler
vs
Broadhead.

Nov. Term 1889

To be entered—
C Slater

Entered Page 1854

Crumpler
vs. Stone.
Bradshaw

Monday June 1887

To be entered—
C M Price

Ponic & Sibrell, Pltf

Crumpler
vs. } Decree.
Bradshaw.

This day this cause came on to be heard upon the Complainant's bill, taken for confessed, the Exhibit therewith filed and was argued by Counsel. On Consideration whereof, it appearing to the Court that G. W. Bradshaw did on the 9th day of September 1884 covenant, agree & contract with Augustus Crumpler to purchase from the said Augustus Crumpler the tract of land in the bill mentioned, at and for the price of Three thousand dollars in Cash and the note of said G. W. Bradshaw for Three hundred dollars, and did pay to said Augustus Crumpler the sum of Five dollars in part payment of said purchase money, the Court is of opinion that the Contract between the parties should be specifically performed, and, therefore, doth adjudge, order & decree that upon the tender by the plaintiff of the deed filed in this cause, marked "Exhibit B", if the same be approved by the defendant or his counsel, or if not, upon the tender of a good & sufficient deed, ~~with~~ warranty, by ~~W. J. Debnell~~, who is hereby appointed

special Commissioner for the purpose, for the tract of land in the proceedings mentioned, contracted to be sold by the plaintiff to the defendant, the said defendant do pay to the said plaintiff the sum of Two Thousand nine hundred and ninety five ($2995.00) dollars in Cash, with interest from Sept. 1st 1885 & execute to said plaintiff his note for $300.00; and unless the said sum of $2995.00 with interest be paid in Cash by said defendant or some one for him, and said note for $300.00 as aforesaid, be executed by said defendant to said plaintiff, within six months from the date of this decree then it is ordered that W. J. Lebrun, who is hereby appointed a Commissioner for the purpose, shall proceed to sell the tract of land aforesaid, at public auction, to the highest bidder for Cash, out of the proceeds of such sale to pay to the ~~plaintiff~~ the principal & interest hereby decreed, and the balance, if any after paying the costs of this suit, to be paid over to the defendant. But in the event such sale be necessary by said Commissioner, the said Commissioner will not proceed to act until he shall have entered into

bond with approved security in the sum of $6000.00, before the Clerk of this Court conditioned for the faithful discharge of his duties under this or any subsequent decree in this cause. And in such event a certificate from the Clerk of this Court that the bond required by this decree has been given shall be appended to the advertisement of sale. And said Commissioner will report to Court. And leave is hereby granted the plaintiff to withdraw from the papers in this cause, the deed herein filed marked "Exhibit B" for the purpose of tendering the same to the defendant.