

1852-003

SOUTHAMPTON COUNTY
CHANCERY PAPERS

CRUMP VS WILLIAMSON'S EXECUTORS

s/1852

other surnames: Ivey
Gurley, Spence, Newton,
Harris, Gilliam, Hill,
McLemore, Claud, Prince

Crump

Crump

5. } Papers

Williamsons Exrs

Williamsons
L. M. Edwards
Clerk of the
of Southampton
County

Crump

v. } Stat. Rules

Williamsons Exr.

Dut. Cash

lkr. . 9 2.80

Law. 15.00

17.80

John I. Crump

against

Edwin B. Claud & Joseph H. Prince Exors of Benjamin Williamson dec^d.

1857 June 18th Summons issued.

" July R. Summons returned executed on Deft. Claud - Prince not found -

" Aug. " Bill filed filed - Decree nisi to Deft. Claud - New Summons to Deft. Prince -

" Sept. R. Summons ret^d Ex^d on Deft. Prince - Bill taken for confessed as to Deft. Claud. Decree nisi to Deft. Prince.

" Oct. R. Bill taken for confessed as to Deft. Prince - Cause set for hearing as to Deft. Claud.

" Nov. " Cause set for hearing as to Deft. Prince.

" " J. Leave to Deft. to answer Cause continued

" May. " Bill Dismissed

22.
Camp

23

Bill in

Chancy

Williamson, Conn.

1951 August Rules

To the Hon. Judge of the Circuit Court for
the County of Southampton - In chancery

Humbly complaining, sheweth your complainant - John
J. Leary of the County of Southampton, that in the month of
June in the year 1844, he intermarried with Mary
who was the daughter of Benjamin Williamson decd. formerly
of the County aforesaid, and was acknowledged and received
by him - that the marriage took place at the residence of said
Williamson, with whom your complainant and his wife
remained until the month of December following, when about
Christmas, by the permission and at the instance of the said
Williamson, they removed to, and settled upon a tract of land
owned by the said Williamson, and about two miles distant
from his residence - that from the time last above mentioned
until the death of said Williamson, which occurred in the
summer of 1849, your complainant and wife remained
in quiet possession and enjoyment of the farm aforesaid, to-
gether with certain negroes of said Williamson found there at
the time they took possession, and some others sent to them by
him subsequently, without paying rent or hire for the same,
which was never demanded - that your complainant always ap-
plied to his own use and purposes whatever was made on the
farm, had complete control, and exercised every act of ownership,
on the same, all within the knowledge and by the permis-
sion of said Williamson - that for several years after the marriage
of your complainant, he lived until sometime in the year
1848, he and the said Williamson were on the most intimate and
social terms, frequently together consulting and advising with
respect to the management and improvement of the farm
that your complainant, always within the knowledge, and
frequently at the instance of the said Williamson, made many
and valuable improvements on the farm aforesaid, of which
he was in possession - he enlarged and made more comfortable
the small dwelling house found there at the time he removed
to it - he expended much time labour and money in clearing
wood-land, making the same fit for cultivation, and in im-

-proving the worn out soil; and many other such improvements not material to be here stated; all of which, together with his mode of cultivation were such as tended much more to the improvement of the farm in permanent value than to the increase of its annual product -

Your complainant further states, that being the husband of the daughter of said Williamson, having been placed in possession of the plantation and negroes aforesaid by him, and being permitted to use and enjoy the same, in every respect as his own property, no rent or hire having ever been paid him, or demanded by the said Williamson; and by many other acts and circumstances which took place between the parties, not necessary to be here stated, he was induced and encouraged by the said Williamson to make the many and valuable improvements above mentioned on the premises, under the most reasonable and natural belief that he, the said Williamson would give him the said farm as the marriage portion of his wife. But contrary to his reasonable expectation, your complainant states that the said Williamson, at his death, left a will, which has been duly admitted to probate; (and a copy herewith filed as part of this bill) in which the said plantation is devised to another; by which your complainant is greatly injured, in being deprived of the benefit of his valuable improvements before stated; which he positively swears, he would never have made on the farm, except under the belief, induced by the conduct of said Williamson, that he was improving his own, or what was to be, his own property.

In consideration of the facts before stated, your complainant charges that the said Williamson, by his conduct, practiced a fraud upon him; and he is advised that he has a right to demand from the estate of said Williamson, full compensation for the improvements aforesaid, which, he thinks, are reasonably worth between five and six hundred dollars.

Your complainant therefore prays, in consideration of the premises, that Edwin B. Bland and Joseph W. Priener, Executors of Perry Williamson decd: be made parties defendant to this bill, and be compelled to answer the same; that a commission

of this Court be directed to take an account of the value of the improvements made on the farm aforesaid, by your complainant; and the said defendant be compelled to pay the same out of the assets of this estate. And that your Honor will grant him such other and general relief as justice and equity may require. And he will, as in duty bound, ever pray &c.

Piedley Shoddy
atty. for Pltff

Story's Equity Vol 1. p 374-8

Vol. 2. p 484

2 Mun. Pr. 285

Crump-

vs. } Aust.

Wynns. Escor.

To The Judge of The civ. court of
Southampton County.

The joint answer of Joseph H. Primer
and E. B. Leana - Executors of Beuf.
Williamson and - To a bill of complaint
filed in this court. against them by John
J. Campbell -

These defendants saying &c. - for answer
to so much of the said ^{bill} as they are advised. It
is material they should answer - say. They
do not deny - the marriage of the Plaintiff
with J. J. - the natural daughter of
Beuf. Williamson - his residence on the
Lands of their Testator - and their and
qualification as his Executors -

They have no knowledge of any por-
-mament and valuable improvements
alleged to have been - made, on the plan-
-tation occupied by the Plaintiff - or any
authority given by their Testator, for the
said improvements of made - and therefore
demand the proof by which such allega-
-tions are sustained -

The Plaintiff admits he used the Lands
and Slaves - without paying hire or
rent - and if he is entitled to any charge
for the improvements, he made - he should

be required to account for the rent & hire. and
They should be set off against the Plaintiffs
demand for improvements -

The Defendant. deny that, their Testator committed any fraud - either directly or indirectly on the Plaintiff - ~~and having~~
~~and~~ Their respondents further allege and charge. That their Testator, gave to the Plaintiff large sums of money - one or more negroes - a plantation, in Greenville of considerable value, ^{a copy of the deed for which land is filed as exhibit of this} and these things ^{also are} together with the advantages allowed to in the Plaintiff's will - exclude the idea, that he should be held responsible, for any small improvements - which the Plaintiff, for his own comfort & convenience, may have thought proper to put on the farm, on which he resided -

And having answered they pray
to be true answered to -

San Antonio County to inst.

This day Joseph W.

Prince personally appeared before me
Jonathon Darden a justice of the peace for
said county & made oath, that the facts as
stated in the foregoing answer are true so far
as he knows or believes. Given under my hand
This 3rd May 1852. Jonathon Darden J.P.

This 3rd May 1852.

Jonathan Dapin 20

Deer

Camp
vs.
Williamson. Coor.

May Term 1852.

To be entered.

R. H. Baker

1852 May Term

Camp vs. Williamson. Exors.

This day this cause came on to be heard on the Bill, answer of the Defendants, Replication, Thrusts, & Examination of Witnesses, and was argued by Counsel - On consideration whereof the Court with adjudge order and decree - That the Bill of the Plaintiff be dismissed - and that he pay to the Defendants, their costs -

✓
Gramp

~ } Sp. Chy.

Williamson's Exors

1851 July Rules

R 15

Executed on C.B.
Claude Joseph H.
Prize not found
Mr Barkham &
for A. Myrick
Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

*Joseph H Prince & Edwin B
Cland Executors of Benjamin Williamson dec.*

to appear at the Clerk's Office of our Circuit ~~Superior Court of Law and Chancery~~ for the County
of Southampton, 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 *them* in the said Court by

John J. Cunniff

~~And unless~~ ~~shall answer the said Bill within four months thereafter, the Court will take~~
~~the same for confessed, and decree accordingly.~~ And this *they* shall in no wise omit, under
the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk
of our said Court, at the Court-house, the *18th* day of *June* 1857, in the
75th year of the Commonwealth.

L. R. Edwards Clk

[One Copy to be delivered each Defendant.]

✓
Crump

to } Sp. Chy

Williamsons Env.

1851 September Rules

Entered by DeLong
at true coffee

for Barbara Is
for A Myrick

Sheng
P.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

Joseph B. Prince Exor: of Benjamin Williamson dec'd

to appear at the Clerk's Office of our Circuit ~~Superior Court of Law and Chancery~~ for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *September* next, to answer a Bill in Chancery exhibited against *himself* in the said Court by

and Edwin B.eland Executors of Benjamin Williamson dec'd in the said Court by John J. Crump

And unless ~~shall answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly. And this~~ shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *4th* day of *August* 1857, in the *76th* year of the Commonwealth.

L R Edwards Clk

[One Copy to be delivered each Defendant.]

Williamsons Exr.

Ads } Com.

Crump

The Commonwealth of Virginia To any Justice of the Peace of the State of
North Carolina who will certify himself to be such. Know ye that we trusting to your
fidelity and provident circumspection in diligently examining William I. Hill a
witness on behalf of the ^{Defendants} ~~Plaintiffs~~ in a suit in Chancery now depending in our Circuit
Court of Southampton County between John J. Crump plaintiff and E. B. Gland and
Joseph H. Prince Executors of Benjamin Williamson de Defendants, command you,
that at such certain day and place as you shall appoint, the witness aforesaid
before you you cause to come and him diligently examine in the holy evangelist of
almighty God, and his examination into our said Court without delay you send and
certify enclosed returning also this writ. Witness L. Milton R. Edwards clerk
of our said Court this 20th day of October 1857 in the 76th year of the Com-
monwealth.

L. R. Edwards Clk

Crump

✓ } Depositions

Williams Co

Handled in by Nathaniel B Bryant
J.P. Oct. 20. 1857 S.R.G.

Depositions of James Harris sworn taken on the 16th day of October in the year 1851, at the Store House of Grizzard and Harris, in the County of Southampton, to be read as evidence in a Chancery suit, now pending in the Circuit Court for the County of Southampton, on behalf of the plaintiff, in which John J. Cairn is plaintiff and C. B. Blau and J. H. Prince Cross of Benj. Williamson are defendants.

The deponent James Harris having been duly sworn deposes and says as follows - I know somewhat the situation of the plantation on which Mr John J. Cairn resides, belonging to the estate of Benj. Williamson dead. Since Mr Cairn has been living on the plantation, he has built a certain part of the dwelling house, a good portion of the out houses - cleared some land, improved some cotton land and set out an apple orchard &c. Taking every improvement done by Mr Cairn into consideration, I think them worth between four and five hundred dollars - ~~Mr Cairn~~ I know the plantation where Mr Cairn went there to live, and I also know it at the death of Capt Williamson.

Question by plaintiff - Do you live in the neighborhood of Mr Cairn and in which Mr Benj. Williamson lived - does Mr Cairn still reside at the place he went to live at belonging to the estate of Benj. Williamson - How far is the place from the place of residence of Benj. Williamson during his lifetime - Answer of witness - I live in the neighborhood of Mr Cairn and in which Benj. Williamson lived - Mr Cairn still resides at the same place - The place at which Mr Cairn lives is about a mile and a half or two miles from the residence of Benj. Williamson.

Question by same - What was the state of feelings towards Mr Cairn manifested by Benj. Williamson, after Cairn's marriage - Answer - After the marriage of Mr Cairn for some two or three years, Benj. Williamson was on good terms with Mr Cairn I do not know that I ever saw Benj. Williamson at Mr Cairn's

I was not in the habit about that time of visiting ^{very often} Mr Camp myself. Mr Camp frequently visited Capt Williamson -
Question by Defts - Off of what land was the timber got for these improvements -

Answer - I do not know

Question by some - In what year was the piece added to the clearing house

Answer - I do not recollect but it was before Capt Williamson's death

By some - Did Mr Camp ever have possession of the whole of the tract of land on which he went to live

Answer - I do not think he did - Capt Williamson cultivated a portion of it every year - which he cleared himself, before and after Camp went there to live - he cleared the most of it after Camp went there to live

Question by some - What do you estimate the land measures worth which Mr Camp had in possession up to the death of Capt Williamson - the annual value - independent of improvements -

Answer - ~~About twenty~~ hundred dollars - And further the deponent says not

John Harris

John Mc Lennan being duly sworn says as follows -

I know the place where Mr Camp went there to live and I know it at the death of Benj. Williamson - Mr Camp built a log smoke house by kitchen - rather far way from an addition to the dwelling house - there are all the buildings that I know were put there by Mr Camp; there are other buildings there which I do not know were made by Mr Camp - Mr Camp also set out and cleared and improved the land and cleared some land - about fifty or sixty thousand corn hills - I think all the improvements made by Mr Camp are worth between four and five hundred dollars - and further the deponent says not

John Mc Lennan

he read as evidence - to wit - that the plaintiff John J. Camp married the acknowledged daughter of Benj. Williamson in the summer of 1844, at the residence of said Williamson where they lived until the last of the year, when they went to live on the plantation of Capt Williamson where he now resides, and was placed in possession of the tract of land aforesaid - and that the paper filed purporting to be a letter from Capt Williamson to Mr. Camp is in the hand writing and signature of Benjamin Williamson - said paper dated 14th Sept 1846 and marked (B)

The above depositions were taken sworn to and subscribed at the time and place mentioned in the caption - Given under my hand this 16th Octo: 1851 -

N. B. Bryant (Seal)

It is agreed between the parties that the following statement shall

Dr. Millard. J
Mar. 19.

Mr. Littleton R. Edwards
Jerusalem
Southampton Co.
Virginia

1852.
J.R.G.
Southampton Co. March 25

Waltham Mass.
{
Boston N.Y. State
County

State of North Carolina } 6
Camden County } .

I John Richardson one of the Justices of the Peace of said County this day Proceeded to take the Deposition[&] of Wm S Hill at the Instance of E. B. Claude & Joseph H Prince Exrs of Benjamin Williamson Decd to be Read in Evidence in a Suit in Chancery now Pending in the Circuit Court of Southampton County Virginia Where in John S Crump is Plaintiff and E B Claude and J. H Prince Exrs of Benjamin ~~Williamson~~ Williamson are Defendants the Said Wm S Hill be sworn in Due form of Law Deposed and said as Follows:—

In the fall of eighteen hundred and forty seven (as well as I can recollect) a conversation was held between Benjamin Williamson and Jno. S. Crump, as follows:— Crump wished to know if he should purchase a Tract of land, he then had in contemplation, would he Mr. S. permit him to carry the negroes then in his charge Mr. S. answered emphatically "No Sir" you cannot unless you pay me so much, (the Amt. I think was one dollar per head) Crump refused, to give the amt. and requested a deed for the land he was then living on, that also met with a refusal in the part of Mr. S., which created quite an altercation between them. He Mr. S. said also to the best of my recollection, that the land and negroes would be disposed of in such a way that he "Crump" should not have the control of it, Crump then asked if Mr. S. continued for land and negroes too, he might take wife also;—

further than this the deponent saith not

William J. Hill

Sworn and subscribed to before me at the South
mills Postoffice Camden County North Carolina
between the Hours of 9 o'clock and 6 o'clock
on the 18 day of March aforesaid 1852
John Richardson J.P.

Crump
v } Deposition

Williamson Ex

Handed in by B. A. M. Newson J.P.
ap. 20. 1852. L.R.C. 66

The deposition of John M. Gurley, taken at the office of William S. Goodwyn in the village of Jerusalem, by mutual consent of parties without notice, on the 20th day of April AD 1852, between sunrise and sunset, to be read as evidence on behalf of the defendants, in a suit now pending in the Circuit Court of Southampton in which John I. Crump is plaintiff and Joseph H. Prince and Edwin B.eland executors of Benjamin Williamson deceased are defendants.

John M. Gurley, having first been duly sworn upon the Evangelists of Almighty God, says and deposes as follows.

Some three or four years before the death of Benjamin Williamson, I think about five years ago, acting as Commissioner of the revenue, I spoke to John I. Crump about the value of a farm, farm houses and other buildings on it, then in his possession, ^{and on which he then resided.} — He said to me as to that matter I must look to and inquire of Benjamin Williamson — I don't remember the exact words of the conversation, but the impression made and left on my mind by it was that Crump did not regard the farm, buildings &c as his own, but the property of Williamson. My recollection of the time also

is in distinct. My recollection of the conversation generally is but vague. And farther this deponent saith not.

Jno. M. Gurley

The foregoing deposition of Jno. M. Gurley was taken, sworn to and subscribed before me, a Justice of the Peace, at the time and place mentioned in the caption. Given under my hand & seal this 20th day of April AD 1852.

G. A. M. Newcom I. P. Seal

Crump

Depositions

Williamson Esq

1852 May 3^d leave to leave sealed

DRG

Depositions of Littleton Ivey and others taken at Morris & Biggins store in the County of Southampton on the 14th April 1852, to be read in evidence on the part of the plaintiff in a chancery suit now pending in the Circuit Court of the County aforesaid, in which John J. Crenshaw is plaintiff and Jos. W. Prince and G. B. Claude Exors. of Benj. Williamson are defendants

The deponent Littleton Ivey having been first duly sworn says as follows - in answer to questions

~~Questions~~ by plaintiff's Counsel - Did you know the plantation belonging to Benj. Williamson upon which the plaintiff went to live soon after his marriage? Have you been on the plantation since, and were you there during the time the plaintiff lived on it? Have any improvements been made on the plantation by the plaintiff? If any, state what they are, and the time at which they were made? What do you think the improvements on the plantation made by the plaintiff prior to the fall of 1847 are worth? What was the annual value of the plantation at the time the plaintiff went on it to live? What was the annual value at the time of Benj. Williamson's death, and what is it now?

Answer to first question - I did

" To second " - I have been on the plantation frequently since Mr Crenshaw went there to live - Answer to 3^d question - Mr Crenshaw has made improvements on the land - he put a piece to the dwelling house, he put up a log cotton house, Cooks kitchen, two log smoke houses and one negro log kitchen & garden house - he set out an apple orchard of about 250 or 300 trees, cleared some land about 70 or 80 thousand corn hills - he did some ditching and made two ^{new} gates - I do not know the time at which these improvements were made -

Answer to 5th question - I do not know

Answer to 6th question - About twenty five or thirty dollars

Answer to 7th question - I do not know

Question by same - What does the plantation rent for the present year - Answer - I do not know exactly the amount, but something like a hundred dollars

Question by same - Do you know the year in which Benj. Williamson died? I do not recollect

Where did you live, at the time the plaintiff went to live on the plantation? How far from it?

Answer - I think I was going to school the year he was murdered, about three miles from the plantation

Question by same - How far do you now live from the plantation, and how long have you lived there?

Answer - I live about two miles from the plantation and have been living there, as well as I can recollect, about five years -

Question by same - What do you think the plantation was worth, in rent, for the year 1850

Answer - I do not know what I can tell, I reckon it was worth fifty dollars, some forty or fifty dollars -

Questions by defendant:

Do you ^{know} the probable amount of produce raised on the farm the year preceding Crump's going there

Answer: I do not.

Question by same - What is the size of the piece added to the dwelling house by Crump?

Answer - I do not know.

Question by same - What other improvements have been made by Crump not of log?

Answer - The piece added to the dwelling & garden house are frame buildings, the remainder are log.

Question by same - In what years was the land cleared by Crump & how many years has it been in cultivation?

Answer - I do not know, but think it has been ~~in cultivation~~ two years in corn & one in wheat.

Question by same - How many corn hills cultivated two years in corn & one in wheat?

Answer - I think 50 or 60 Thousand corn hills

Question by same - Was not all the land cleared by Crump cultivated more than one year by him?

Answer - It was
Question by same - Did Crump have in his possession at the time he went to the farm, or during Benj. Williamson's lifetime the whole of the land belonging to this tract & which was rented out the present year?

Answer - He did not
Question by same - How much land was not in his possession and of what kind?

Answer - I do not know, I call it all field land -

Question by same - How much of the land that Crump did not have in his possession is cleared & how much corn could be made from it

Answer - I reckon 50 or 100 Thousand corn hills and think it would make one & half barrels corn to the Thousand.

Question by same - Was not this land rented out this year with the balance of the farm & is it not to be put in cultivation of corn?

Answer - I do not know, but it is in corn.

Question by same - Who rented the farm this year

Answer - I hear them say Dr. Powell rented it
Question by same - Does not Dr. Powell cultivate the land that was not in Crump's possession?

Answer - I can't tell Littleton I very

Joseph Spence being first duly sworn says in answer to questions as follows.

Question by plaintiff - When did you first go to live with Mr. Crump, and how long did you remain with him.

Answer - I went to live with him in 1847 and think I remained with him all that year.

Question by some. Did you know the plantation formerly owned by Benj. Williamson, and inform which Mr. Crump went to live in 1845.

Answer - I did not.

Question by some. Was an addition made to the dwelling house in 1847, at what time and state the dimensions of the addition?

Answer - There was a piece put to the house and finished in July 1847. I do not know exactly the dimensions but think it was something like 18 by 20. There was also a passage added, I suppose about 8 feet wide and some thing 18 feet long.

Question by some. Was any other improvement made on the plantation in 1847, before the fall of that year.

Answer - I do not recollect. I think there was a pit latrine built, a log house, about the same time that the addition to the dwelling was made.

Question by defendants: What houses or improvements were made in the years before last?

Answer. One log smoke house - and Crump built the log cotton house in 1847. & all the other improvements were made previous to 1850.

Question by same. Did Crump previous to 1850 ever cultivate the land on the left side of the path leading to his house & travelling to his house.

Answer - He did not.

Question by same. Was not this land cleared &

cultivated by Benj. Williamson?

Answer - It was cultivated by Capt. Williamson.

but do not know who cleared it.

Question by some. Did Mr. Crump take the above named piece of land in possession and cultivate it in 1845 the year after Benj. Williamson's death.

Answer - He did not.

his
Joseph Spence
work

deposition of Henry Cranton

Henry Cranton being first duly sworn says as follows in answer to questions.

Question by plaintiff. What improvements were on the land of Benj. Williamson, upon which Mr. Crump went to live in the year 1845, at the time he went there to live.

Answer - at dwelling house with one room about twenty feet square - two corn cribs - 2 negro huts and two horse stalls and a smoke house, built of plaited, all log houses, except the first and last named.

Question by some. What was the condition of the log houses at that time.

Answer - I did not notice them particularly, and do not know, but think they had been built two or three years.

Question by some. What improvements did Mr. Crump make on the plantation in 1845, 46 & 47.

Answer - I do not know. I never went there but very few times while Mr. Crump was there.

Questions by defendants.

Were you well acquainted with the farm previous to Crump's going there?

Answer - I was not only to pass along there once & a while.

Question by same. How many houses are there now?

more than when Crump went there?

Answer - I can't tell - He has put a piece to the dwelling since he went there.

Question by same. Did Crump ever have possession of the whole tract of land previous to Williamson's death?

Answer - He did not - He never had possession of the land on the left side of the path in travelling to his house - Williamson had possession of this & the year he died (1845) ^{as overseer} cultivated and made 150 barrels corn on this land.

Question by same. Do you know the probable amount of produce raised on the farm the year previous to Crump's going there?

Answer - I do not, I reckon about 100 barrels corn & 2000 lbs cotton.

Question by same. What do you think the plantation was worth when Crump went there?

Answer - I think it would have rented for \$40.

Question by same. What did the plantation including the portion which Williamson cultivated rent for this year.

Answer - \$81.

Question by same. What do you think the fresh ^{cultivated by Williamson} land now rented with the other worth?

Answer - I think \$50.

Question by same. Is not the fresh land that was cleared & cultivated by Williamson worth more than the balance of the farm?

Answer - I do not know, but think that more corn can be made on this fresh land than the balance of the farm, but taking the houses & gardens into consideration, think the other worth

as much as this.

Question by same. How far ^{from this farm} & with whom were you living when Crump went to this farm?

Answer - I was living with Benj. Williamson about 1/2 miles from it.

Question by same. Has not Crump cultivated the land he cleared more than 1 year -

Answer - He has cultivated it all two years & a large portion three years -

Question by same. What do you think that that portion of the farm which Crump has would now rent for?

Answer - I think if a man wanted a house it would rent for \$50.

Question by same. What do you consider the improvements put on this land by Crump worth -

Answer - Nothing - I think the ~~land~~ ^{farm} worth as much or more when Crump went there than it is now.

Henry ^{his} Newton

Howell Harris Esq: in behalf of the defendants being first duly sworn depone & saith as follows -

Question - Did you know the farm on which Crump lived previous to his going there & since Benj. Williamson's death?

Answer - I have some little acquaintance with it previous to his going there & have known it since the death of Williamson.

Question by same. What do you think the farm would have rented for when Crump went there?

Answer - \$50 or perhaps more.

Question by same. What did the whole farm including the piece on the left side of the path leading to Crump's rent for this year -

Answer. I as the guardian for Ann Inez rented the whole farm out publicly for \$81.

Question by same. What do you consider the fresh land on the left side of the path (cultivated by Wm. Brown) worth as rent?

Answer. - ~~about~~ ^{about} \$40. or \$45, about one half of the whole farm.

Question by same. ^{What} Do you consider the improvements put on the farm by Crump worth.

Answer. - I think the quality of the land ^{than} much more than when he went there, as to the convenience of the building I think it worth more for the accommodation of a family than when Crump took possession. But do not consider that it ^{is} increased in value ~~in the whole farm~~ ^{by} any improvements which Crump claims to have made. I do not consider that the farm would sell for as much now as when Crump ^{went} there.

Question by same. How far do you live from this farm?

Matthew Gilliam about 2 or 2 1/2 miles
Haskell Harris

Matthew Gilliam on behalf of the defendant being first duly sworn, deponeth & saith as follows -

Question by defendant. Did you know the farm on which Crump lived previous to his going

there -

Answer. I did -

Question by same. ^{What} Do you consider ~~that~~ the improvements which Crump claims to have put there worth including the wearing out of the land? Answer. - Not one cent.

Question by same. Do you consider the farm ^{including the improvements} worth as much now as when Crump went there?

Answer. - I do not consider the farm including all the improvements worth any thing more now than when Crump went there. I think it worth about the same.

Question by plaintiff's counsel. Do you mean to say that the plantation at the death of Capt. Williamson with the improvements was not worth more than when Crump went there? Answer. I do. Matthew Gilliam

I do hereby Certify that the foregoing deposition was taken ^{sworn to and subscribed} at the time and place above mentioned in the Caption, before me a Justice of the peace for the County of Southampton, Given under my hand this 14th day of April 1852 -

Haskell Harris, J. P.

Benjamin Williamson's
will

Crump

v } Ex. with Will

Williamson's Ex.

In the name of God, amen: I, Benjamin Williamson of the County of Southampton, being of disposing mind and memory do make and ordain this my last will and testament in the following manner and form that is to say:

Item 1st. my will and desire is that all of my just debts be paid by my Executors as soon as practicable

2^{ndly}. I give to Nancy Ann Joy bastard child of Elizabeth Joy the following property, namely: The Tract of Land lying on the North side of Meherrin river, adjoining the Lands of Henry W Joy & Thos. S. Turner, it being the same on which John J. Crump now resides, also the following negroes namely Robin, Allen, William George, Jimmy, Tom, Ned and Betsy, also the sum of two thousand dollars, to be paid out of my estate by my Exors.

3^{rdly}. I give to Theophilus Adams my Tract of Land lying on the three creeks and known as the Rivers Tract together with the sum of one thousand dollars to be paid him out of my estate by my Exors as afores^d.

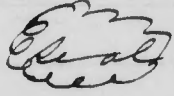
4^{thly}. I give and devise to my Executors hereafter named upon trust, for the only proper use for John J. Crump's wife and children the following negroes, namely: Stephen, Edmund, Jim, Alfred, Cezar, Ann and Dick, to be managed by my Exors in that manner that they may think best for the Interest of s^d Elizabeth Crump & children, and at her death I give s^d property to her surviving children to them and their heirs forever.

5^{thly}. I wish my Executors to make sale of all the balance of my estate, both real and personal, and the monies arising from s^d sale, to be divided in three equal parts and that they pay to the heirs of Rebecca Jane Jones one part and that they pay to the heirs of Mary Ann Ricks now living in the State of Tennessee, one part, and the other part I wish them to retain in their hands untill Martha, Rebecca Ann and Alfred Lundy arrive to the age of twenty one years, or

Many, at which time, I wish them to pay each and equal share of 3^d portion, and should either of them die under age or without lawful heir, I in that case give it to the survivor to him or them and their heirs forever -

6th day. I do hereby constitute and appoint my friends Edwin B. Cland and Joseph St. Prince, Executors to this my last will and testament. In testimony whereof, I have hereunto set my hand and affixed my seal this 7th day of April 1848.

Signed, sealed and delivered }
In presence of

Benja. Williamson 

James W. Cooper.

Matthew Gilliam

Thos. B. Powell.

At a Court held for the County of Southampton on the 16th day of July 1849. This last Will and Testament of Benjamin Williamson dec^d was proved by the oaths of James W. Cooper and Matthew Gilliam two of the subscribing witnesses Thereto and Ordered to be recorded. And on the motion of Edwin B. Cland and Jos. St. Prince the Executors named in said will and made oath and together with Jos. J. Prince (by L. R. Edwards his attorney in fact) Jos. W. Cland, Jos. Prince and John W. Reese their securities entered into and acknowledged their bond in the penalty of one hundred thousand dollars conditioned as the Law directs. Certificate is granted them for obtaining a probat of said Will in due form

Teste, L. R. Edwards C. C.

B. W. Mason



(B)

Mr John. J. Lincoln

Dr Sir

as for the large grounds on the other
side of the ^{river} if you wishes a deed in
the rate you have got, if that will
satisfy you you can get it
as far the difference in the calculation
of interest of Mclemore's note present
the state ^{to the one} made by Mr Hill & my
self & if yours is rate & hours (nang)
rang then I will pay it & Mclemore
will owe it to me

As for building a house I have had no
such notion as I know you could
have a house built much better to suit
your self than I could yours

Sept 14th 1845

Respectfully
Ben^d Williamson

Camp

2 3

Williamson's Exam

Notes

Story Eq. Jr. 374.8

2 " " " 484-

2 Munf. 285-

Camp v Williamson's Exors: -

This suit is brought by Camp against the Exors. of Benj. Williamson, to recover the value of permanent improvements made by Camp on a certain plantation belonging to Williamson, which was put into the possession of Camp in the latter part of the year 1844, and remained in his possession until the death of Williamson in June 1849. It is contended on the part of the Complainant that all the circumstances (set forth in the depositions filed in the cause) connected with his taking possession of the farm and continuing in possession of the same together with the conduct of Williamson, were all such as were calculated to produce, and did produce the reasonable impression upon his mind that Williamson designed to give him the farm, which induced him to make the improvements before mentioned; and that nothing ever occurred calculated to create a different impression until the latter part of the year 1847 - at which time, and, if not, all the improvements had been made - that all the circumstances before alluded to, together with the fact that Williamson, in his will, devised the aforesaid farm to another, operate, in the estimation of a Court of equity, as a fraud upon the rights of the Complainant. Story, Equity - vol. 1st - 374-8 - vol. 2 - 484 - 2 Mun. R. 285

The facts above referred to and established by the evidence, are the following - That Camp married the acknowledged daughter of Williamson and was put into possession of the farm and negroes thereon settled, together also with certain low grounds on the opposite side of the river from that on which Camp lived - was permitted to appropriate to his own use every thing made on the farm without being required to ^{pay} rent for the land or hire for the negroes, and to use and manage the same as his own property - that the parties lived near each other and had frequent intercourse, and therefore "it" must be presumed that Williamson knew of the improvements being made by Camp and used no means at the time to inform him of his intention not to give him the land, if he then entertained such intention. Reference is also made to a letter from Williamson to Camp - dated Sept. 14th 1846 which is a part of the evidence, in which Williamson

clearly intimates that he (Carrump) then had some right to the land - the
low grounds alluded to, for which, he expresses his willingness to make
Carrump a deed, instead of the right he then had, were on the opposite
side of the river, ^{and in another county} from that on which Carrump lived, and were put
into his possession at the same time with the other farm and negroes
to which Carrump, doubtless thought he had acquired a right by living
on it and using it in every respect as his own, and therefore desired
no deed for it - The latter part of the same letter also shows that William-
son certainly knew of Carrump's intention to build on the land, and
in fact encourages him to build a house, as he could suit his own
taste in that respect; much better than he Williamson could -

I think the evidence shows that Williamson did in fact, design to give the copyright - the plantation on which he then lived, until the fall of 1847, at which time unfortunately a difficulty occurred between them which was never afterwards reconciled.

The defendants in their answer, claim the right of off-setting the value of any improvement made by Casump on the land, by the rents ~~and~~ ^{and} taxes of the land and taxes of the slaves whilst in Casump possession - It is submitted whether they can claim such a right; in as much as their testator in his lifetime, claimed and received none, as is admitted in their answer -

There is conflicting evidence as to the value of the improvements -
If the Court should be of opinion, from the evidence in the cause, that
the Complainant has a right to demand the value of said improvements
and account is prayed to ascertain the same

M. S. S. copy

Crump

25:

Wm. Lewis Ems.

notes

Bill dis. inspec
with Corby

R H Baker

May Co. 52

Crumph
vs:
Wm. son's Exr's } Crumph The complainant is asking
to recover from Wm. son's Exr's a sum
of money for improvements made upon a tract
of land belonging to the defendant's testator. ~~It~~
~~is not shown~~ which ~~should~~ ~~was~~ submitted to the
we think there is a total failure on the part of the
pettffs to prove the allegations of his bill. The testimony of
H. Harris, Newton & Gilliam clearly proving that in fact
there was no improvement made on the farm. That
Crumph added a piece to the dwelling house for his
own comfort & convenience is not denied, but it is
submitted whether a court of equity will hold
Wm. son's estate responsible for this under the allegations
of the bill & the proof to sustain them. ^{and the circumstances attending this case.} No contract
or agreement as contemplated by the statute of
Frauds is set up or attempted to be proved. No
fraud was practiced by Wm. son. Crumph affianced
the natural daughter of Williamson and lived for several
years upon his farm. Cultivated and cleared land
and left the farm in no better condition than when
he went there to live. as will clearly appear from
the testimony in this cause.

Prize for
defeat: