

1870-12

Southampton County Chancery

Jones, Wm M. Guardian vs.
etc

Cumple, Edward C. et al

"2d Small Debt"

Wm. Jones, Guardian
for Heirs of Abram L
Gordner decd

Joseph S. Cumple
Edward C. Cumple

~~#8~~ 106.99

Kelly p. 1

Am. M. Jones J^r. &c.

n } ch^y.

Edward C. Crumpler

Sal.

Cir. et. Southern.

Killy p. v.

Wm. M. Ince, Jr. &

n } Rice

Edmund C. Crumpler

Sal:

1868 October Rules

Cir. et. South.

To the Hon. Richard H. Baker, Judge of
the Circuit Court of Southampton County.

Complaining, shew unto the Court your
Complainant, Wm. M. Jones guardian of the
heirs of Abram L. Gardner decd.

Your Complainant respectfully rep-
resents to the Court and says that Edward C.
Crumpler of Southampton County is in-
debted to him as follows: to wit. \$800.
due by Bond dated the 6th of March 1857 & due
on demand - on which is a credit of \$92.52 & off \$107.48
on the 19 January 1859: Also the sum of \$800.
due by Bond dated the 25th of January 1860 &
due on demand - on which are the following credits
\$50. on 20th June 1861 - \$50. on 10 Aug. 1861 & \$400.
on 10th Aug 1862. - also \$800. due by James
N. Bell said Edward C. Crumpler, by Bond dated
10th March 1857 & due on demand: Also \$4.95
due by Jas. N. Bell and ^{said} Edward C. Crumpler
by Bond dated 1st January 1861 & due on demand;
Also \$60. due by Jas. S. Harrison said Edward
C. Crumpler, by Bond dated 9th May 1860
& due on demand: also \$125: due by Jas.
S. Harrison & Edward C. Crumpler, due by Bond
^{on which are credits of \$10. on 15th Oct 1860 & \$35. on 25th Dec 1861.}
dated 11th August 1860 & due on demand &c. which
several Bonds are filed herewith as part
of this Bill & are marked 1-2-3.4.5.6 -
Your Complainant says, that James S.

Harrison is Insolvent - That the said James A. Bell is also Insolvent and has been adjudged a Bankrupt in the District Court of the United States for the District of Virginia - That the said Edward G. Crumpler is also Insolvent and has been declared a Bankrupt in said District Court.

That the said Edward G. Crumpler on the 16th day of April 1866, together with his wife, executed a deed to his two sons, Augustus Crumpler and Joseph G. Crumpler by which he declares that he gave, granted sold to them all that tract of land known as the Monroe tract, containing five hundred & ninety five acres more or less, lying in the County of Southampton, bounded by the Lands of Augustus Crumpler, John B. Jenkins, & the Rottomay River, the consideration expressed therein being thirty five hundred dollars - a copy of said deed is filed herewith as part of this Bill marked No. 7.

Your Complainant says, that no such sum of thirty five hundred dollars was paid by said Augustus and J. G. Crumpler to said Edward G. Crumpler for said Land, but that the said deed was made with the express understanding that the said Augustus & J. G. Crumpler should pay the debt due your Complainant as

aforsaid or apart thereof, and that the said Augustus & Mr. G. Crumpler agreed to make such payment, and that it was, on such understanding that the said conveyance was made and accepted, & that thereby the said Augustus & Mr. G. Crumpler became trustees, for the benefit of your Complainant and that the said Land should be held as a trust fund for that purpose, and should be so applied.

That the said Augustus Crumpler with his wife, by deed dated the 14th day of July 1866 (about 90 days after the execution of the aforsaid deed to him & said Mr. G. Crumpler) conveyed his right and title & interest in said Land to his said brother Mr. G. Crumpler for an expressed consideration of \$2000. but which was never paid or intended to be paid, but that the said Mr. G. Crumpler agreed to take the whole of said tract of Land & to pay your Complainant his demands - a copy of which deed is filed herewith & marked No. 8

Your Complainant prays that this Court will decree that the Land aforsaid is held as a trust fund to pay your Complainant's demands, and that if necessary the same may be sold for

that purpose.

In Consideration whereof and as this Court has jurisdiction - In the End your Com-
plainant prays that ^{the said} Edward C. Crumpler,
M. G. Crumpler, Augustus Crumpler, Jas.
S. Harrison and Jas. A. Rice may be
made defendants hereto and that they may
each be required to answer the allegations
herein and specially and particularly say
whether any money was ever paid to said Edward C.
Crumpler by said Augustus & M. G. Crumpler
for the Land referred to, and how much & in
what form - whether it was not understood
by and between said Edward C. Crumpler &
said Augustus & M. G. Crumpler that the
debt due your Complainant or a part of them
was to be paid by said Augustus & M. G. Crumpler
and that on such understanding the deed
aforesaid was made to them (Exhibit No. 7).
and all the particulars of such transaction
and of the transfer from Augustus Crumpler
& wife to said M. G. Crumpler as aforesaid;
and that the relief sought for may be granted
or also all other and proper relief.

And your Complainant will &c.

John R. Kilby p. v.

The answer of Jos S Crumpler one of the Defs to a bill in Chancery filed against him & others by Wm M Jones

This Deft saving & reserving all right & benefit of exception to the many errors & imperfections of the said bill for answer thereto or unto so much thereof as he is advised it is material or necessary to make answer unto, answering saith That he has been informed that the two bonds mentioned in the bill and filed therewith marked 1 2 3 are not the acts & deeds of the said Edward Crumpler but are fraudulent & malicious & willful forgeries and that one of the dates of the credits on the bond filed with the bill marked 2 has been changed and that the amount credited are \$100 less than they should be. That when this respondent first saw the bond last aforesaid in the possession of the Plaintiff the two last credits entered thereon were one for \$50 & the other for \$100 both dated August 10th 1861 and this respondent then claimed that there should also have been a subsequent credit thereon for the sum of \$400 which had been paid, which the Plaintiff denied, but that afterwards either the Plaintiff or some one else changed the date of the last credit from ⁶¹~~Aug 10~~ to ⁶²~~Aug 10~~ and the amount from \$100 to \$400 as will appear from inspection of the said bond whereby the obligor thereto is deprived of a credit for \$100 to which he is entitled. That the said Plaintiff has no right to proceed against the Deft Edward C Crumpler to recover the amount pretended to be due on the bonds marked 2 & 3 because the said Plaintiff did not proceed forthwith

to institute suits thereon after he had been required so to do
by notice in writing from said Edward C Crumpler a copy
of which notice in handwriting filed must be and proved to be
false as part of this case - This Deft further answering
saith that the said Edward C Crumpler did execute a
deed to him and the said Augustus Crumpler for the land
in the bill mentioned for the consideration of \$3500 but
he denies that there was ever at any time any agreement
or understanding express or implied that he and the said
Augustus Crumpler or either of them should pay any
debts or parts of debts due from said Edward C Crumpler
to the Plaintiff or to any one, and he denies that he and
the said Augustus Crumpler or either of them ever held
the said land in trust for any person - That Augustus
Crumpler did by deed dated the 14th of July 1866 convey
his right and interest in said land to this Deft for the
sum of \$2000 but he denies that he at any time or
promised or agreed to pay the debt due the Plaintiff -
That the said Edward C Crumpler made the conveyance
aforesaid in good faith & for valuable consideration
unincumbered with any obligation on the grantor to pay
his debts to any one - That this Deft expressly declared
to the said Edward C Crumpler that he would not pur-
chase the said land with any understanding that he was
to pay any part of the debts of the said Edward C Crumpler
That he and the said Augustus Crumpler paid \$500 in
cash to Edward C Crumpler at the time of said purchase
and executed their bond for \$3000 balance of purchase money, and
that in January 1868 this Deft paid to the said Edward C

Crumpler \$570 and in May of the same year he paid him
the further sum of \$1930 - That of this last sum at
least one half was paid to him in cash, and the remainder
paid out for him in the settlement of certain of his debts, this
Deft acting as his agent and by his express directions and
that the said Edward C Crumpler or his assignee in Bank-
ruptcy now holds this Deft's bond for \$500 the balance
still due for the purchase of said land - That this Deft
purchased the interest of Augustus Crumpler in the said
land for the sum of \$2000 as mentioned in the deed aforesaid,
which said sum was settled by this Deft taking
up this joint bond for \$3000 aforesaid by executing his
indorsement note therefor and further executing his note
to the said Augustus Crumpler for \$500 on which last
mentioned note this Deft afterwards on the 14th of January
1868 paid the sum of \$125 - and this Deft having
answered pray hence to be dismissed &c

Respectfully pro Deft

Southampton County to wit:
This 5th day of October 1868 Joseph S Crumpler appeared
before me a justice of the peace in & for the said county & made
oath that the allegations contained in the above answer are true
Sicurs upon any hand the day & year above written

Luther R Edwards JP

The answer of Augustus Crumpler to the bill of complaint
filed against him & others by Wm J Jones
This Deft denying & reserving all benefits excepted

for answer unto the said bill saith that he has read the
answer of his codefendant Geo S Crumpler and that the
allegations therein contained are true so far as this Deft
has any knowledge thereof and that he adopts the same as
his own answer and prays that it may be so considered
In testimony whereof
Jasperburg Geo Deft

Southampton County Ga wit
This 18th day of October 1868 Augustus Crumpler appeared
before me a justice of the peace in & for the said County & made oath
that the allegations contained in the above answer are true
Given under my hand the day & year above written
Luther R Edwards J P

Jones 3 Answer of
do 1905 & A Crumpler
Crumpler &c

1868 November 18th

The answer of Edward C Crumpler one of the Defs to a bill
in chancery filed against him & others by Wm M Jones
This Defi saving & reserving all right & benefit of
exception to the said bill & for answer thereto or unto
so much thereof as he is advised it is material or ne-
cessary to make answer unto, answering saith
That the two bonds mentioned in the bill and filed therein
marked 1 & 3 are neither of them his act and deed but are
fraudulent & malicious forgeries. and that the bond marked
2 ought to be credited with an additional hundred dollars
That this Defi did execute a deed conveying the said land
to Jos S & Augustus Crumpler, but that it is not true
there was any agreement or understanding that they or
either of them should pay his debts or any part of them
to the Plaintiff or to any one - That he made a bona fide
sale of the said land free from all equities for the sum
of \$3500 which was settled by the payment to him of
\$500 by the said Jos S & Augustus Crumpler and their
bond executed to him for \$3000 and that after the
said sale by Augustus Crumpler to Jos S Crumpler
the said Joseph S Crumpler executed his bond for \$3000
in substitution of the joint bond aforesaid on which
last bond there has been paid to & for this Defi ^{about} \$2500
leaving a balance now due of about \$500 and that
having answered he prays hence to be dismissed with
his costs &c

Massembury pro Defi

Southernhampton County to wit
This 18th day of October 1868 Edward C Crumpler ap-
peared before me a justice of the peace in & for the said County

and made oath that the allegations contained in the above
answer are true - Given under my hand the day & year
above written

Luther R Edwards

90

Jones & Ansam of
as in CC Chapter
Cranford

1868 November Rules

Jones & c

^{as}
Levermore & c
Depositions

Handed in Sept. 22. 1869

1

Deposition of Adolphus H. Jones, Taken
at Jerusalem on this ~~20th~~ day of September
between the hours of 8 a. m. & 6 p. m.
to be read as evidence in a suit now
pending in the Circuit Court of the
County of Southampton wherein said
Adolphus H. Jones, as Executor of Wm.
M. Jones, dec'd is plaintiff & Edwin
C. Crumpler and others Defendants
Taken pursuant to the annexed notice

The said Adolphus H. Jones, being
duly sworn says as is set forth in
his answer below.

1st Question, What relation are you to
Wm. M. Jones, how old are you where
do you reside

Answer. I am a son of Wm. M. Jones,
am ^{nearly} forty nine years old reside near
South Quay in Nanjemund County

2^d Question will you state all you
know of the execution of the bonds
filed as Exhibits in the Bill in
this case, and all that you may
know, if any thing, of any agreement
or promise as to their payment by Jm. G.
Crumpler or any one else out of the
sale of Edwin Crumpler's Land (and
all you may know relative to the

the matters in controversy
Answer, I know nothing of the ex-
ecutions of said bonds filed in the Rice
further than this -

Exhibit No. 1. being a Bond purporting
to be a Bond of \$800 & executed by Edward C.
Crumpler & dated 6 March 1857, is in the
hand writing of my father w^m. Jones & is
attested by Susan A. Jones, the wife of
w^m. Jones.

Exhibit No. 2. Is also in the hand
writing of said w^m. Jones & is
attested by Jas. H. Rice for
\$800 & signed also by Edward C. Crumpler

Exhibit No. 3. Purporting to be a Bond
of \$800 executed by James H. Rice &
Edward C. Crumpler & attested by A.
M. Wood & dated 10th March 1857, this
deponent does not know in whose hand
writing it is.

Exhibit No. 4. Purporting to be a Bond
for \$495, and executed by Jas. H. Rice
and Edward C. Crumpler & attested by A.
J. Birch & dated 1st January 1861, I do not
know the hand writing of -

Exhibit 5 & 6, Purporting to be Bonds
executed by Jas. S. Harrison & Edward C.
Crumpler for \$60 & \$125 respectively attested

(the \$60 one) by Susan A. Jones, & the \$125
bond by Jas. E. Jones, are both in the
hand writing of Susan Jones.

That sometime in the year 1867, I
think in warm weather, my father,
Susan Jones placed all six of said
Bonds in my hands to effect a settlement
of them - I went to Jerusalem on a
Court day saw Wm. G. Crumpler
& offered to take fifty cents to the dollar
of said sets, when we went into an
office (I think Good Shands) & he
examined the said Bonds when he
came to the one for \$500. dated 6th March
1857 (Exhibit No. 1) he said that
his father ^{said he} didnt know any thing about
that Bond, I said that the mark
of Edward C. Crumpler to that, seemed
to be similar to those marks about which
there was no dispute - I said If I
was disposed to doubt any of said marks,
I should rather doubt the mark to the
Bond for \$500. (Exhibit No. 3) purporting
to be executed by James M. Beale and
Edward C. Crumpler witnessed by A. W.
Wood, His reply was, that that Bond
was all right & that his father would
pay it - meaning the Bond executed by

said Bee & Crumpler (Exhibit No 3).
Finally Wm. G. Crumpler ~~myself~~ agreed
to meet at Franklin on the following
Saturday for a settlement of these
matters, as he expected during the
week to make some collections, we
accordingly met & Wm Edward C.
Crumpler was present who examined
these bonds, when he came to Exhibit
No. 1, he said he knew nothing of it.
also the Exhibit No. 3. he said he
knew nothing of it, that he never saw
it. He raised no objection to any
of the others. The subject of the Courts
on the Bonds then came up, I asked
how much ought to be credited on them
he said he had paid \$50. at two
different times \$400 to me at another
time, making \$500.; then I told him
that \$700 had been credited on the Bonds
as Wm. G. Crumpler complained that
the Bonds were not properly credited &
my father in order to give satisfaction
credited the Bonds with amounts to \$700.
At the request of Wm Edward C. Crumpler
previously to the meeting at Franklin
I asked my father if the \$400 had been
credited, when he assured me that it had

been, & I so notified Mr. Crumpler.

~~Previously to my conversation~~

In answer to a letter addressed by myself to Wm. G. Crumpler, I rec^d. a letter from him dated 15 Nov. 1867 and which is annexed hereto marked "X" saying if my father would place the proper credits on the Bonds, that "we" are willing to settle with him just as we have done with the rest of the Creditors except one Bond of \$500, that father done anything about which seems to be another and signed in your Pa's hand writing to the best of my judgment. The terms are 50 to the dollar on both principle & Interest - I have just effected a settlement with Wm. H. V. Cobb who has brought suit and obtained Judgment on the above mentioned terms, Yours truly Wm. G. Crumpler

At the meeting at Franklin, Mr. Wm. G. Crumpler said he had previously taken a memorandum of said Bonds and said that there ^{was} one of the Bonds then in my possession that was not in my father's possession when he took the said memorandum - whereupon I demanded to see the said memorandum when he replied that he had lost it, I don't re-

member whether it was the Bond
Exhibit No. 1 or No 3. - I don't know
which he alleged was not in my
father's possession when he took the
said Memorandum, but it was one
or the other - Wm. H. Crumpler
was willing to pay the 50¢ to the
dollar on all the Bonds except the
one of \$500. which was witnessed by
Mrs Susan A. Jones - W Edward C.
Crumpler was present at Franklin when
the conversation there took place, but was
not at Jerusalem. I was acting
as agent of my father Wm. Jones
and was not willing to make a set-
tlement on the terms named, and to
leave both of the Bonds Objected to
(No 1 & 3.) out of the settlement, and
then further negotiations ceased because
the said two Bonds were excluded, and
after Wm. H. Crumpler had previously
recognized ^{one of them} ~~by him~~ as genuine & which
W Edward C. Crumpler then refused to
acknowledge. - I do not Recollect
that any thing was said in the
conversations alluded to by W Edward
C. Crumpler or Wm. H. Crumpler as to
what funds or from what source the

proposed compromise, if effected, may
to be paid.

Cross Examined by Defendant's Counsel.

Question

When was it you paid the four hundred
dollars to your father which Edward Crumpler
had placed in your hands, to be applied as a credit
on the bonds?

Answer - It was in the year 1862; soon after
I came out of the Military Service of the Confederate
Army, which was in April 1862.

Question - When was it that you at Edward Crum-
pler's request, made the inquiry of your father
if he had placed the four hundred dollar
credit on the bond?

Answer - I can't tell exactly but I think
it was in the year 1862, at South Quay Church -
It was previous to the meeting before alluded to
at Franklin.

Question - What was your father's reply, when
you asked him if he had placed the four
hundred dollars credit on Crumpler's bond?

Answer - He said that he had - and stated
at the same time that he had placed it on
different bonds - I then examined the bonds
and found that two hundred dollars had been
placed on one bond and two hundred on another.

Subsequently on ~~Edward~~^{Joseph} Crumpler's complaint that sufficient credits had not been placed on the bond, my father changed the credit of August 10th 1862 on bond No 2, to four hundred dollars, which was previously a credit of two hundred dollars - He made this change in my presence.

Question - In speaking of the offer made by Joseph Crumpler to compromise these debts, at Franklin, did you not consider, inasmuch as Edward Crumpler was present, that Joseph Crumpler was acting for Edward Crumpler, in his immediate presence and hearing, and not for himself, Joseph Crumpler?

Answer - I did - I could not come to any other conclusion as there was no debt against Joseph Crumpler.

And further the Deponent saith not

J. H. Jones.

Joseph B. Crumpler having been duly sworn upon the Evangelists of almighty God, to give evidence in behalf of the Defendants, says and deposes as follows:

Question by Defendants Counsel.

~~What is~~ your age, where do reside, and what relation do you bear to Edward Crumpler, one of the Defendants in this suit.

Answer - I am forty years of age - reside in the County of Southampton, and am the son of Edward Crumpler.

Question -

State all that you know with respect to the negotiations had by yourself and father for the purpose of settling the claims against your father held by Wm M Jones -

Answer - In the Spring of 1866, I, at the request of my father, and as his agent, wrote to Wm M Jones, offering to settle off all the bonds which he held with my father's name to them, by paying fifty cents to the dollar on the principal, to have my father relieved, but Mr Jones still holding the other signers to the bonds bound - But from this offer the bond marked as Exhibit No 1, was excluded and the bond marked as Exhibit No 3 was not known to us, ^{neither} my father nor myself, to be in existence. In reply to this proposi-

tion my father reciev'd the letter herewith an-
nexed and marked M -

In the summer of 1860 I called at Mr
Wm M Jones' house for the purpose of taking
a memorandum of all the bonds ~~held~~
by him against my father, with their credits.
Mr Jones, at my request, exhibited the bonds
to me, and showed all the bonds now filed
in this suit except the bond marked no 3.
At this time when I saw the bonds, the bond
filed in this suit as Exhibit No 2 had three
Credits on it, one credit for fifty dollars
June 20th 1861; one for fifty dollars on the
10th day of August 1861, and a third credit for
one hundred dollars on the same day, that
is, August 10th 1861 - This last-named
credit for one hundred dollars on the
10th August 1861, is now changed on this
bond to four hundred dollars and the date
1861, changed to 1862. I speak with perfect
Confidence as to these amounts and dates
because I took a memorandum in writing
at the moment, from the bonds, and that mem-
orandum is now before me. I identify the
bond marked No 2 in this suit because it has
the name of Jas St. Bell to it as a witness
and I remember well is the only bond that did
have his name annexed to it as witness,

In the summer of 1867, at Jerusalem, in the

Conversation with A H Jones to which he has
alluded in his deposition, in reference to the bond
filed in this suit marked No 3, ~~and~~ I stated to
A H Jones that my father knew nothing
about it; but that I myself felt certain
that it was the hand writing of James A Bell
and I thought there was no doubt but my
father would arrange that bond on that
account - by saying that he would arrange
it on that account, I meant on account of
its being Bell's hand-writing - James M.
Bell married my sister, my father's daughter,
and my meaning, ~~by~~ what I said to Mr Jones
was that I had no doubt my father would
prefer to settle this bond rather than allege that
James A Bell had signed his name to it, without
authority for so doing. Before separating from Mr
Shand's office in Jerusalem, we agreed to meet
at Franklin on the following Saturday - We met
there according to promise, Mr A H Jones,
my father, ^{and myself} my brother Augustus Compton,
in Rawls & Dillard's Counting room - Mr
A H Jones took the bonds out of his pocket
and as to the bonds filed in this suit, marked
No 1 & No 3 my father refused to recognise them
or allow them in the settlement or compromise
which we had hoped to make, and so stated to
Mr Jones plainly - Upon this, Mr Jones folded the

bond up, saying that he had no authority from his father to exclude any of the bonds from the settlement, and that if we didn't pay the fifty cents to the dollar on all he could not accept it as to any. This ended the negotiation and was the cause of its then ending. It was my father's purpose, in selling his land to my brother Augustus & myself, to raise money to compromise or arrange his liabilities in the best manner that he could. My brother and myself purchased the land and I have since paid out for my father in various ways the purchase money except as to the amount mentioned in my answer. I have paid out this money towards other debts which he was bound for, and furnished him with provisions, fertilizers &c, so as to reduce to the amount now due as before stated.

And further the Dependent said not.

Joseph G. Crumpler

Augustus Crumpler having been duly sworn upon the Evangelists &c, as a witness in behalf of the Defendants, says and deposes as follows.

Question by Defendant's Counsel.

What is your age, where do you reside, and what is your relation to Edward Crumpler?

Answer - I am forty two years of age, reside in Southampton County, and am the son of Edward Crumpler.

Question - State all that you know in relation to the interview at Franklin, between ~~Mr~~ A H Jones, your father, your brother Joseph and yourself, in relation to a settlement of the claim held against your father by Wm M. Jones - which interview has been alluded to by A H Jones & Joseph S Crumpler in their depositions.

Answer - I was present at that interview, noted especially all that passed, and confirm, in every particular, my brother Joseph's statement in that connection.

And further the Deponent saith not.

Augustus Crumpler

State of Virginia - County of Southampton - To wit

~~Wm~~ Willis Bradshaw, a Justice of the Peace in and for said County, do hereby Certify that the foregoing Depositions of A H Jones, Joseph S. Crumpler and Augustus Crumpler were taken ~~and~~ subscribed before me at the time, place and manner stated in the Caption.

Willis Bradshaw J.P.

Nov. 15th 1867 Monroe Va

Bro. A. H. Jones Dear sir in

answer to yours of the 11th which I received but
a few minutes ago. I can only say. That if your
Father will place the proper credits on the bonds
that we are willing to settle with him just
as we have done with the rest of the creditors
except one bond of \$800.00 that Father don't
know anything about which seems to be written
and signed in your Pa's hand writing, to the
best my judgment. The terms are 50¢ to
the dollar on both principle and interest

I have just effected a settlement with
Mr. H. V. Cobb who has brought suit and obtained
a Judgment on the above mentioned terms

Yours Truly
Jos. G. Crumpler

"Y"

July the 14th 1866

Mr Edward C. Crumpler.

Dear Sir

Mr Joseph J. Crumpler informs me that he is your agent to settle your affairs, and has offered to pay 50 cts to the dollar of the money you had from me. The money you had for yourself and others belonged to Eugenea & Alice Gardner. Now sir, I cannot believe that you would consent it to your conscience to deprive them of one half of that money - especially as it is universally believed that you are able to pay all your individual and security debts. I sent word to Mr Crumpler that I would accept of his offer and loose me half myself, but he sent word that he would not pay any interest, which I cannot consent to. You had their money, which it

was my duty as guardian to loan out. You
ought to be willing to pay the money and the
interest. With kind feelings to you. I remain
as ever

Respectfully Yours

W. M. Jones

P. If the money is not paid
to me before, I shall pay
over the lands to Eugene
and John, as they come of age.

4

Ball & Crompton

I,

Ben

W. M. Jones

\$495.00

11
33

\$495. On demand we promise to pay or cause to be
paid unto Wm M. Jones Guar. for the Orphans of
A. L. Gardner Decd. The just sum of Four hundred
and Ninety five dollars, lawfull money of Virginia
for the payment of which we bind ourselves, our
heirs administrators and assigns jointly by these presents
as witnesses This 1st day of January 1861 our hands & seals

Witness

A. J. Vuk

Jas. W. Bell Seal
Edward. ^{Wm} C. Crumple Seal
Mark

James S. Harmon &

E. C. Crampton

To

Bond

(434)

00

Wm Bond

\$60.

78.75 to Jan 1. 65

8

\$60

With interest from date we promise to pay to ^{the} ~~the~~ ^{our} loan guardian
for the heirs of Abram S. Gardner dec'd, the first sum of Sixty
dollars for value rec'd; for the payment of which we bind our
selves, our heirs, executors & assigns: firmly by these presents:
setting our hands and seals the 9th day of May 1860.

Witness

Susan A. Jones

Edw. S. Harrison

Edward C. ^{his} Crumpler

(Seal)
(Seal)

Rec^d Jan 20th 1861. fifty dollars

Rec^d Aug. 10th 1861 fifty dollars

Rec^d Aug. 10th 1861 ~~one~~ hundred dollars

Edw. C. Cunningham

2

100 one hundred

\$800

1861

2

With interest, from date, I promise to pay or cause to be paid unto
Wm. M. Loney, Treas^r for the heirs of Abram L. Garmon do. the
just sum of, Eight Hundred dollar lawful money of Virginia
for value rec^d; for the payment of which I bind my self my
heirs executors & assigns firmly by these presents witness my
hand and seal the 25th day of January A.D. 1860

Witness
Jas. H. Bell

Edward L. ^{his} Garmon *per* *Dray*
Mark

51-6 34
561-88

11/27
N. Ball & E. Crompton

To

Bond

Wm. Longman

\$800

\$800 - on demand No promise to pay unto Hon^{ble} M. Jones
^{Guardian of the Estate of A. D. Barker dec'd.}
The sum of Eight Hundred dollars for value received.

Binding ourselves our heirs and assigns firmly by these
presented as witness our hands and seals this 10th day
of March 1857

Witness

A. M. Wood

James A. Bell Seal
Edward ^{his} ~~the~~ Counsellor Seal
mark

Edw. C. Crompton

To

W. M. Lons

1200

800

Recd. Jan. 19th 1859 Ninety-
two dollars & 52 Cts. the interest
on this bond to this day - and
one hundred & seven dollars & 48
of the principal.

\$800

With interest from date, the interest to be paid annually or compounded
I promise to pay or cause to be paid unto W^m Jones Guardian
for the heirs of Abram S. Garrison de^d the just sum of Eight
hundred dollars lawful money of the united states for value
rec^d; for the payment of which I bind myself my heirs execs
& admin. jointly by these presents to sign my hand & seal this
to the day of March 1857.

Edward C. Crumpleton
mark

Witness

Susan B. Jones

634

James S. Harrison &c

To

Bond

Wm M. Jones \$125.00

Due Oct 15. 1860 Ten dollars.
Rec'd Dec 25 1861 Thirty five dollars

(61)

With interest from date, we promise to pay, or cause to be paid unto M^{rs}
m Jones Exec^t for the heirs of Abram S. Garmon dec^d. the just sum of
one hundred and twenty five dollars, lawful money of Virginia for
value received, for the payment of which, well and truly to be made,
we bind ourselves our heirs, executors & assigns jointly and severally,
our several heirs exec^s & assigns firmly by these presents: witness our hands
and seals the 11th day of August 1860.

Witness
Paul Jones

Edw^d S. Harrison *(Seal)*
his
Edward D. C. Drumpler *(Seal)*
mark

Innes Jr

7

Crumpler Jr

8 Exhibits filed
with Bice

Crumpler & wife

For } Died

Crumpler

Southampton County, State of Virginia;

We J. J. Jackson & Henry T. Coby, Justices of the peace in & for the County aforesaid do here certify that Virginia B. Crumpler the wife of Augustus Crumpler, parties to a certain Tack bearing date on the 14th day of July 1860, and which was personally appeared before us in the County aforesaid and being examined by us privately & apart from his husband & hearing the facts aforesaid fully explained to her the said Virginia B. Crumpler, acknowledged the same to be her act & deed & declared she had effectually signed, sealed and delivered the same & that she had not with to retract it. Given under our hands & seals the 19th day of July 1860.

J. J. Jackson, J. P. H. T. Coby, J. P.
Southampton County, Va. the Clerk's Office the 10th day of July 1860.
This Deed of Bargain & Sale from Augustus Crumpler to Virginia B. Crumpler, wife of Augustus B. Crumpler, was acknowledged by the said Augustus Crumpler to be his act & deed and together with the Certificate thereon annexed of the proper taxation & acknowledgment of the wife before two Justices of the Peace, admitted to record. Stamps of the Internal Revenue of the United States to the amount of ten dollars being affixed thereto & duly cancelled & duly registered & filed in the office of the Clerk of the County aforesaid.

Witness my hand & seal the 19th day of July 1860.
J. J. Jackson, J. P. H. T. Coby, J. P.
Attest: I R. E. Thomas, C. C.
Clerk of the County of Southampton, Va.

Handwritten notes in the right margin, possibly a signature or initials.

and Malata Crumpler his wife, whose names are signed to
the foregoing above bearing date on the 10th day of April 1880,
have acknowledged the same before us in our County of ...
... under our hands this 17th day of April 1880.

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

Crumples County. In the Clerk's Office, the 18th day of April
1880. This day of bargain & sale from Edward Crumpler
and Malata his wife to August Crumpler and Joseph
G. Crumpler, as at this day returned and with the Certificate
stated annexed of the acknowledgment of the said Edward
Crumpler & being examination & acknowledgment of the
Officer, as aforesaid to record. Stamps of the National Revenue of
the United States amounting to three dollars & fifty cents,
being affixed thereto and duly cancelled.

Test:
S. R. Edwards, C. C.

Attest: S. R. Edwards, C. C.

Crumples

Malata Crumpler
Edward Crumpler
Joseph G. Crumpler

This Deed Made this 16th day of April 1866, between Edward Crumpler and Mahalia Crumpler his wife of the first part, & Augustus Crumpler and Joseph G. Crumpler of the second part, Witnesseth, that for & 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 & Mahalia his wife have given, granted & sold to the said Augustus Crumpler and Joseph G. Crumpler, all that tract of Land known as the New River tract, containing five hundred & ninety five acres, more or less, lying in the County of Southampton, bounded by the lands of Augustus Crumpler, John B. Jenkins & the Holliday River &c. &c. Witness the following Signatures and Seals.

Edward Crumpler, Seal
Mahalia Crumpler, Seal

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

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

State of Virginia, County of Southampton, to wit;
We Clerk H. Bishop & W. E. Beale, Justices of the peace in and for the State & County aforesaid, do Certify that Edward Crumpler

Gardner

Chy.

Crump

Rules

Oct The 1
Edwin C
and Joseph
Crumpeter and
James J. Harrison
Crumpeter
of adjoining to each a city
James C. Bell no
in habent of my -
County

J. Garwood Esq.
for J. Kello Esq.

The Commonwealth of Virginia,

To the Sheriff of Southampton County—Greeting:

We command you to summon *Edward C. Crumpler, Jo. C. Crumpler, Augustus Crumpler*
Ja. S. Harrison & Ja. A. Bell

if they be found within your bailiwick, to appear at the Clerk's Office of our
Court of Southampton County, at the Rules to be holden for the said
Court, on the first Monday in *October next to answer a bill in Chancery exhibited against*
them in our said Court by Wm. A. Jones guardian of the heirs of Abram L. Gardner dec^d

and have then there this writ.

Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, this
• 22nd day of *September* A. D. 1868, in the 93rd year of the Commonwealth.

L. R. Edwards Clk

The Commonwealth of Virginia,

Subst.
To the Sheriff of Southampton County—Greeting:

We command you to summon *Edward C. Crumpler Jos. G. Crumpler Augustus Crumpler. Jas. S. Harrison & Jas. A. Bell*

if *they* be found within your bailiwick, to appear at the Clerk's Office of our *Superior* Court of Southampton County, at the *1st* to be holden for the said Court, on the first Monday in *October next* to answer a bill in Chancery exhibited against them in our said Court by *Wm. M. Jones* Guardian of the heirs of *Abram D. Gardner dec'd*

and have then there this writ.

Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, this *22* day of *September* A. D. 1868, in the *93* year of the Commonwealth.

L. R. Edwards. Clk

Executed on J. N. Bell Oct 2nd
1868 by posting a copy on front
door of dwelling, he and family
being from home

R. L. Dobie Sheriff

Gardner's Gov.
2 { Sum. Chy

Crumpker J^r
1868 October Rules

Duford

1869 July 19. Service of this
notice acknowledged for
defendants.

John A. Kindred
Atto for Defendants

Greene &

"

Cumpley &

Dep. W.

To *Edward C. Crumpler, Mr. G. Crumpler, Augustus
Crumpler, Jas. F. Harrison & Jas. M. Beale*

Take notice that I shall on the _____ day of *Sept.* 1869, next, at

Leesylvania, in Southampton County, Virginia

_____ between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of *A. H. Innes,* _____

_____ and others, to be read as evidence in *my* behalf, in a certain *suit*
in Chancery, depending in the *Circuit* Court of *Said* _____
County, wherein *I am* _____

~~are~~ plaintiffs, and *you* _____

_____ are defendants; and if from any cause the taking of the said
Depositions be not commenced on that day, or if commenced be not concluded on that day, the
taking of the same will be adjourned and continued from day to day or from time to time, at the
same place and between the same hours, until the same shall be completed.

Respectfully.

To the Sheriff of
County to execute.

} *Adolphus H. Innes, Esq.*
of Leesylvania, Va.

Jones. Son of
~ } Stat. Rules
~ }

Crimpler of

1870 May - Dismissed

In Southampton Circuit Court

Wm M Jones Guardian of the heirs of Abram L. Gardner dec?

a gainst

Edward C. Crumpler. Joseph C. Crumpler. Augustus Crumpler, Jas. S. Harrison
and James N. Bell

1868 Sep. 22? Summons issued.

" Oct. Rules - Sum. Ret. Ex? Bill filed. D. Nisi to Defts.

" " " Answer of Defts. Edw. C. Jos. C. & Augustus Crumpler. Em. Rep.

Bill taken for confessed as to Jas. S. Harrison & Bell.

" Dec. R. Cause set for hearing P.

1869 Sep. 22? Depositions filed