The Ladies of Locust Grove:

Women's Property Rights c. 1850 – 1950

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Introduction

Perhaps the most exciting part of the study history is the inevitability that you will discover far more than you expect. In the course of tracing deed chains for a historic property in the city of Charlottesville, I discovered a number of women who made use of property laws in ways that surprised me. Under English-derived laws in an American context, a woman's ability to own and manage property autonomously was challenging, to say the least, particularly if that woman had a husband or male relative who might be eager to subsume her autonomy. Nevertheless, historic deed records from the mid-19th to the mid-20th centuries have left evidence of numerous ways that women were able demonstrate legal agency in property ownership in Virginia, if only one is willing to dig. I wanted to further explore these documents to discover what challenges women most often faced in property ownership, the variety of solutions they employed to combat those challenges, and how evolving laws and culture during this time period came to shape new problems and opportunities.

I chose to study the ownership histories of five separate houses situated within the neighborhood of Locust Grove in Charlottesville, Virginia.[1] These include: 603 Watson Ave (known as "Enderly"), 1105 Park Street (known as "Hard Bargain"), 810 Locust Avenue (the original house of the Locust Grove Plantation), 620 Park Street (known as the "Marshall-Rucker-Smith House"), and 616 Park Street (which I will be calling the "Duke House"). Each of these properties has been listed on the National Register of Historic Places during the latter half of the 20th century, with the exception of Duke House, whose history I happened upon by accident in the course of this research.

[1] See Appendix I

While there were a wide variety of ways women were able to exercise legal agency evidenced in these deed chains, these strategies generally fell into one of three categories: trustee relationships, inheritance work-arounds, and lawsuits. These are ordered from least autonomous agency to most, though different women met more or less success within the use of each strategy. At least one story falls into all three categories, resulting in a baffling web of legal complexity that I will do my best to explain.

The scope of this research is limited to that of a very particular class of white women, who were each wealthy enough to purchase or own a substantial amount of property that included expensive and long-standing houses. This collection of stories details only the ways women could work within the law to demonstrate autonomy. Extra-legal avenues may have been just as, if not more effective, but remain to me unknown.

As such, it's important to clarify that the express interest of this essay is the discernable collection of stories hidden within the legalese of property deed records. I pulled close to one hundred separate deeds from both the Charlottesville and Albemarle record rooms, and used the information therein as the primary guide for the construction of this paper. That being said, some stories required proper legal or genealogical context to fully understand. While I have done some additional research in order to provide such context, it is not the aim of this paper to interpret or analyze those particular property laws. They are described only so far as to better understand the individual stories and relationships described within the deed chains. As such, there are several laws and terms which will first be important to understand before moving into the stories of ladies of Locust Grove.

Background Information & Nomenclature

Historically, women's relationships to property were defined by a common law doctrine that the United States inherited from England, called *coverture*, whereby anything a woman owned or any right she enjoyed was subsumed by her husband the minute she married. Beginning in the 19th century, specifically in the late 1830s and early 1840s, various U.S. states began passing different versions of what was known as the Married Women's Property Rights Act, the aim of which was to address the restrictiveness of coverture, and allow women to more easily own property autonomously from her husband.[2] Virginia, ever a traditionalist place, became the last state in the union to pass such an act in 1877, a landmark date which will be important to remember as I delve into the deed records.

Prior to the passage of such acts, if women wanted to own property separate from the control of their husbands, they would need to put that property *in trust* with another man, typically a male relative of the woman. This way, the male relative would legally hold the deed while the woman could enjoy free use and benefit of the property. However, she could not sell said property or enter into any transactions without the approval of her trustee.

Another common law doctrine, which was in practice both during and after the era coverture, was the enforcement of rights known as "*dower*" and "*curtesy,*" which are both the exact same right differentiated by gender (women were entitled to dower rights, and men, to curtesy rights). This was a primary way spousal property rights were conceived or defined in the United States, and provided that upon a person's death their spouse would be entitled to a

[2] Kechum, Sara Frances. 1985. "Married Women's Property Law in Nineteenth-Century Virginia." Graduate History Thesis, Charlottesville, Virginia: The University of Virginia.

third of their real property as a *life estate,* meaning the surviving spouse could only enjoy control of the property for the duration of their life and could not transfer it to anyone else. If a deceased person did not provide their spouse with a full one third of real property in their will, the surviving spouse could take against the will, and petition the court to demand their full dower/curtesy rights.

If a man were to die without a will – called *intestate succession* – a number of statutes provided for who would inherit what, and in what order of priority. Under colonial law, a man's widow fell nowhere within that line of succession. It was actually Thomas Jefferson who drafted the statute in 1785 which entered a man's surviving spouse into the chain of inheritance, and would allow that woman to inherit property *in fee simple,* meaning with full control to bargain and sell, not just as a life estate as outlined in dower rights. Of course, she was still only tenth in line under the Jefferson statute, but that still amounted to an improvement at the time.[3]

It's also important to note that the age of legal adulthood during the drafting of the majority of these deed records is 21 years old. While children were technically allowed to own property, they were not allowed to buy, bargain, or sell without the use of a trustee. Someone of age had to manage it for them, not unlike fully adult women in Virginia prior to 1877. Unlike a married woman, a child's trustee was more likely to be female (occasionally a mother or elder sister).

[3] Messick, Nancy Coleman. 1955. "Intestacy and the Surviving Spouse." *William and Mary Review of Virginia Law* 2 (2)

One final point of interest is the relationship between the words "husband" and "wife" as they are used in property deeds. Based on the particular deeds that I pulled for this research, prior to 1877, a man's name is always listed first in a deed, and his wife, only in relation to him (e.g. *John Smith and Mary, his wife*), even if the wife was really the one entering into the transaction. After 1877, this starts to occasionally be reversed depending on who was the primary purchaser of the property. For example, when a Mrs. M.J. Henry purchased Enderly in 1913, she is the only person listed as a *grantee* in the deed[4]. Once she owns it, her husband is then entitled to curtesy rights in the property upon her death. When she sells it in 1916, his name must now also appear as a *grantor* in the deed, though he is listed in reference to her because she was the primary purchaser (e.g. *Mrs. M.J. Henry and J.F. Henry, her husband*)[5]. Similarly, if a man was a primary grantee of a property, his wife, who has dower rights in the property, will then appear with him as a grantor, though with the referential tag "his wife." It's not until the second half of the 20th century that a dual construction becomes more popular as married couples enter into transactions jointly (e.g. *John Smith and Mary Smith, husband & wife*).

[4] Albemarle County, Deed Book 152, Page 473. *May 21, 1913*
[5] City of Charlottesville, Deed Book 29, Page 1. *January 31, 1916*

Trustee Relationships

A common method employed by women wishing to own property free from the control of their husbands was the trustee relationship. In some cases, property was given in trust to help to support the woman for the rest of her life, and in others, finding a trustee was the best way for a woman to exercise control over property autonomously from her husband. In all cases, however, entering into a trustee relationship relied on the good faith and altruism of another man, and as such ultimately allowed for limited legal agency.

A deed recorded in 1862 documents the sale of land from Andrew Farrish and Martha, his wife, to a man named Thomas Preston[6]. The land, which would eventually become the site of Hard Bargain, was paid for in full at the time of sale, but was then put in trust two months later with a man named Peter Saunders Jr., who resided outside the county of Albemarle[7]. Another common reason for trustee relationships was to secure debt owed on the property if the price couldn't be paid in full, but this was clearly not the case for this property. However, buried deep in the second deed is a proper explanation which reveals that the initial property was actually purchased for the full use and benefit of *Anna Preston,* Thomas' wife, and was paid for using money that she inherited from her late brother, Peter Saunders Sr. This is naturally misleading, seeing as Anna is nowhere mentioned in the first deed from 1862, and initially accounted for only as the wife of Thomas in the second deed from 1863.

In actuality, Anna's brother Peter had left her quite a bit of money "to be invested in real property," which she did. Due to coverture laws, the property would have come under the

[6] Albemarle County, Deed Book 60, Page 32. *November 11, 1862*
[7] Albemarle County, Deed Book 60, Page 451. *January 26, 1863*

complete control of her husband, which is why Anna quickly entered into a trustee relationship with her nephew, Peter Saunders Jr. Whether Anna sought Peter out in order to hold the deed to this property, or the Saunders family did so for her in order to keep money and property within the family, is unclear based on the deeds alone. But it can be surmised that Anna could have exhibited quite a lot of hands-on control over the management of the property since her trustee lived in a separate county altogether.

The drafter of the deed seemed to understand that this trustee transaction merited special explanation of intentions, which for the purposes of the law at the time were irrelevant. It is also evident that Thomas Preston was amenable to allowing the property to be put in trust outside of his control, since the deed from 1863 was also legally required to bear his signature. Anna seems to have been lucky to find both a passive trustee and agreeable husband.

Nannie Gordon was not so lucky. Nannie had two (likely younger) brothers named James and William Morris, who upon reaching the age of legal adulthood acquired an enormous amount of property that had originally been purchased and held in trust by their mother, Anne Morris. By deed dated in 1859, William and James put some of this property into trust for their sister Nannie, who by now had married a man named William Gordon Jr., for her benefit during her lifetime, and "exempt from the control and liabilities of her present or any future husband."[8] This situation, more so than Anna Preston, reflects a wealthy family who did not want their fortune to pass outside the family name. Included in the initial property put in trust, in addition to various bonds and stocks, was the personal use of an enslaved woman named Ellen Williams, who remains the only person of African descent to appear in this deed

[8] Albemarle County, Deed Book 57, Page 380. *January 5, 1859*

research. The brothers selected a man named William J. Robertson to act as trustee, and it was Robertson who purchased Enderly's land the following year to include in Nannie's trust.[9] Whether or not this purchase was at the instruction of Nannie is unclear. At some point in the 1860s, Robertson sued the Morris brothers, for reasons I did not discover. The result of the lawsuit was the court mandated removal of Robertson as trustee, and the appointment of another Morris relative, named Richard, to replace him. Richard then also stepped down, and James – who had outlived his brother William at this point – appointed another man named Robert Kent to act as Nannie's new trustee. Kent, Nannie, and her husband William Gordon then all appear as grantors when the property is sold again in 1868.[10]

This chain of deeds gives the overall appearance of a woman who had very little to do with property put in trust for her benefit, and instead had to watch as a number of other men feverishly attempted to wrest control of it. Unlike Anna Preston, who had a desire and needed a man's help in order to fulfill it, Nannie was given a gift in good faith and spent nearly a decade never really having control over it. The comparison of these two stories demonstrates the potential advantages for women of exploiting a trustee relationship, as well as the risks incurred when relinquishing legal power in order to gain practical power. Trustee relationships meant that a woman's legal autonomy relied on the humility and benevolence of a trusted man.[11]

[9] Albemarle County, Deed Book 58, Page 534. *March 29, 1860*
[10] Albemarle County, Deed Book 63, Page 532. *September 15, 1868*
[11] Pun definitely intended.

Inheritance Work-Arounds

Prior to 1877, it was very hard for women to inherit real property autonomously, and nearly impossibly so for married women. While this became easier in the 20th century, women still had to be very explicit in how they wanted their property to be transferred upon their death, often needing to employ a variety of legal safeguards.

Sometimes, a woman would get lucky, and marry a man who was happy to give her a full one half vested interest in a particular piece of property, which would subsume her dower rights and was altogether a much better deal, both before and after she was widowed. William J. Rucker made this gift to his wife *Sally Rucker* in 1925 with the Marshall-Rucker-Smith house.[12] Similarly, Lemuel F. Smith gave a one-half ownership interest in the Locust Grove Planation House to his wife *Grace Smith* in 1948.[13] Both men had been the original purchasers of their respective properties, and wanted their wives to have full autonomous control over those houses upon the husbands' deaths. Many women, however, had to be creative or blunt when it came to planning for their own inheritances.

The first name of the Marshall-Rucker-Smith house is actually after a woman, *Carrie Marshall*. She purchased the home in 1892 (by court-order, which I'll discuss later), but she isn't the only grantee listed on the deed. She made the purchase jointly with her two daughters, *Marguerite and Elizabeth*, who at the time would have been a toddler and a new born baby respectively.[14] The question is then: why give an infant equal ownership in your own house? Carrie was married at the time to a man named J.W. Marshall, who would have been

[12] City of Charlottesville, Deed Book 49, Page 430. *January 27, 1925*
[13] City of Charlottesville, Deed Book 140, Page 353. *March 5, 1948*
[14] City of Charlottesville, Deed Book 3, Page 458. *December 6, 1892*

entitled to a full third of the property upon Carrie's death due to curtesy rights. However, Carrie made sure that she only actually owned a third of the property to begin with, splitting the ownership evenly with her two daughters. That way, upon her death, it would be her daughters who would maintain a majority interest in ownership of the house, while her husband would actually only be entitled to a one ninth interest.

Carrie would end up selling the house over 20 years later in 1913, which is where her husband is first mentioned.[15] By this time, Marguerite had married a man named Charles Hancock, whose name also appears in the dead of sale. In this case, Charles is listed first, and Marguerite as "his wife," despite the fact that it was really Marguerite's property to begin with. This type of patriarchal deferral was common even after 1877, and often misleading. Elizabeth, however, was still "an infant under the age of 21," and yet married, meaning she was not allowed to enter into a deed contract autonomously (this is also how we know she was likely a new-born at the time of the original purchase). R.T.W. Duke Jr. – a name that will appear again – was appointed as a Commissioner of the Court to represent her in the transaction. Being still an "infant," she was also not allowed to receive her cut of the sale price either, and her father, J.W., was designated as the receiver of her monetary share. It is unclear whether or not she received that money once she reached legal age, but one could surmise that J.W. was not a needlessly greedy man seeing as he allowed Carrie to purchase the property autonomously in the first place.

Jennie Watson employed a similar strategy after she acquired Enderly some time prior to 1899. Her husband had originally purchased the property in 1872, but chose to leave it to his

[15] City of Charlottesville, Deed Book 25, Page 54. *June 7, 1913*

wife upon his death.[16] Jennie then proceeded to gift equal shares of the property to each of her five children, which included 4 elder daughters, and a youngest son, whose interest would have to be controlled by a trustee.[17] This type of transfer deed predates and is separate from a transfer made in a will. She now owned the property jointly with her children, meaning that when she died, only her one sixth ownership interest would need to be bequeathed to a particular person, instead of the whole property. This is a much more secure way to ensure that your children, and in particular your daughters, received full benefits of ownership and control over the property. The family eventually decided to sell the property not long after, with Jennie and all five of her children – including two sons-in-law who had now married into the family, and both referred to as "her husband" – now appearing as grantors.[18]

A blunter (and legally questionable) strategy was employed by Mary Cleveland when she decided to purchase the Marshall-Rucker-Smith house in 1947. She was married at the time, but was listed as the sole grantee in that particular deed. There's an important clause included in the language of this deed, which states that the property is bestowed, "…unto said Mary Davis Cleveland, as her sole and separate estate free from the debts, control and marital rights, including curtesy, of her present husband or of any future husband she may have…"[19]

While it isn't unheard of for dower or curtesy rights to be voluntarily waived, it is highly unusual for a person – particularly a woman – to waive those rights for her husband, or for that matter any prospective husband, without the express signature of their spouse. Since the

[16] Albemarle County, Deed Book 69, Page 758. *January 8, 1872*
[17] Albemarle County, Deed Book 115, Page 67. *August 28, 1899*
[18] Albemarle County, Deed Book 128, Page 460. *June 2, 1904*
[19] City of Charlottesville, Deed Book 131, Page 227. *April 10, 1947*

curtesy rights were not hers to begin with, they were not technically hers the dispense with. After the Married Women's Property Rights Act of 1877, a common law practice had evolved in the state of Virginia which allowed a woman to void her husband's curtesy rights by buying property with what was known as a "femme sole" deed.[20] This practice did not exist in every state, as it was usually the spouse's prerogative to waive his or her own curtesy or dower rights, respectively. This was a legal quirk in Virginia of which Mary Cleveland took advantage.

Mary eventually divorced her husband, reverting to her married name *Mary Thomas,* and maintained sole control of the property until she sold it in 1961, where she is specifically referred to as "a divorcée."[21] As a point of interest, it was during Mary's ownership of the Marshall-Rucker-Smith House that future Supreme Court Justice Sandra Day O'Connor lived at the property as a boarder, which somehow seems fitting.[22]

One of the more unusual cases of property inheritance that I encountered was the chain of ownership at the Duke House played out after the death of its namesake, R.T.W. Duke Jr. As his wife had predeceased him, Duke had willed his home jointly to each of his five children (from oldest to youngest): *Mary Duke*, R.T. Walker Duke III, J.F.S. Duke, W. Eskridge Duke, and *Helen R. Duke*.[23] He was careful to specify in this deed transfer that none of his children should sell their interest in the property during the lifetime of his youngest child, Helen. Perhaps this was because he wanted his children to stick together for their lifetime, or perhaps it was because Helen was his favorite, or just that it would be Helen who would in actuality be living at

[20] Donn, Ronald P. "The Augmented Estate." *The Virginia Bar Association Journal* 17, no. 3 (Summer 1991).
[21] City of Charlottesville, Deed Book 229, Page 30. *November 1, 1961*
[22] "National Register of Historic Places Registration Form: Marshall-Rucker-Smith House." United States Department of the Interior National Park Service, April 5, 1999.
[23] City of Charlottesville, Deed Book 43, Page 182. *March 1, 1923*

the house full-time. That's not something the deed can tell us. Duke's choice of executors for his will raises another question though. Mary, Eskridge, and Helen are listed as joint executors, at the exclusion of Walker and J.F.S.[24] There could be any number of reasons for this, but I do think it reflects something about how responsible the elder Duke perceived each of his children to be.

A decade after her father's death, Helen began a campaign to buy out each of her siblings' interests in the Duke House. Her brother Eskridge, and sister-in-law Kathleen (the widow of J.F.S.) were both happy to transfer their interest to Helen for a nominal fee of five dollars.[25] [26] Helen and her sister Mary had actually purchased Eskridge's interest jointly. Her eldest brother Walker, and his wife Myrtie, in contrast, only released their interest after Helen paid them a sum of $6,600. Again, I can only speculate as to the reason for this. In the deed from Walker to Helen, there's a considerably larger chunk of property that is being conveyed, from various locations in the city. If Helen didn't have much of an interest in actually buying or controlling that property, it could have just been that Walker had debts and Helen had cash. Alternately, Walker may have just not liked Helen or his family very much, which could stem from the same reasons that left him out of the list of executors in his father's will.

In any case, by the end of 1938, Helen and Mary were living together in the house. Helen owned 70% of the property, and Mary, 30%. They lived there until Mary's death in 1966, when she left Helen the remainder of her interest in the house.[27] Helen continued to live in the

[24] City of Charlottesville, Deed Book 95, Page 114. *November 21, 1928*
[25] City of Charlottesville, Deed Book 97 Page 89. *September 29, 1938*
[26] City of Charlottesville, Deed Book 97 Page 90. *October 7, 1938*
[27] City of Charlottesville, Will Book 11, Page 394. *December 27, 1966*

property until her death in the 80s, as the full and sole owner of her father's house. Genealogical records are ambiguous as to whether or not Helen or Mary ever married (it is likely that Helen never did, and Mary mentions no children of her own in her will). This would have only worked to their advantage as the pair of Duke aunts maintained agency over the family home for nearly half a century.

The lesson derived from these examples is that a will is not an expedient way to transfer ownership. If you were a woman who found yourself a sole owner of property, it was best to go ahead and transfer ownership during your lifetime to anyone you wanted to have control over that property after you died. When all else failed, you had to be proactive. Either preemptively exclude certain inheritors, or else find yourself tracking down ownership in pieces for years after.

Lawsuits

In a handful of cases, the women in this research resorted to petitioning a court of law in order to exercise agency in what they believed were their due rights in property ownership. The true intentions or context surrounding these lawsuits can be ambiguous, but certainly reflect the highest level of autonomy at which these women could legally operate.

Before I can discuss his wife, I must first devote a paragraph to the description of George A. Sinclair – who was the son of the original George Sinclair, the purchaser of the Locust Grove Plantation. George Jr. was, by accounts given in a pair of deeds from the 1870s, a horribly irresponsible and untrustworthy person. By 1876, he was in an enormous amount of debt. Up until that point, he had been selling off pieces of the property which his father had willed to

him, his mother, and his siblings jointly, meaning he had been selling property that "in fact [did] not belong to him" and used the proceeds to pay off his own debts.[28] He then, at some point and along with his brother Cepheus, acquired power of attorney over his mother all of his siblings when it came to controlling the property left to them by George Sr., effectively removing any agency his mother or sisters might have been able to demonstrate in the interest of a massive estate. It is even referenced in one of these deeds that his mother likely did not understand the extent of her interest in the property based on the construction of her will, a misunderstanding George Jr. might have encouraged.

He then decided to effectively declare bankruptcy in 1876, putting most of the rest of the family's property into trust in order to be sold off piece by piece (excluding the land that he and Cepheus would end up selling to the Locust Grove Investment Company years later).[29] That particular deed states that *Glenna Sinclair*, George's wife, would relinquish her dower rights in all of the property being conveyed by her husband. The problem is, Glenna's signature does not appear in the deed to confirm the waiving of such rights. Given that this was the year before the Married Women's Property Rights Act, the drafter of the deed may not have found it necessary. However, a later deed from 1878 attempted to correct this problem, acknowledging that Glenna's signature was in fact required and therein provided.[30] Something important happened in the time between these two deeds in addition to the 1877 act. Glenna had entered into a lawsuit, which reached a settlement that provided her with $2,000 in exchange

[28] Albemarle County, Deed Book 71, Page 95. *October 9, 1876*
[29] Albemarle County, Deed Book 98, Page 341. *December 26, 1892*
[30] Albemarle County, Deed Book 73, Page 64. *February 21, 1878*

for the waiving of her dower rights in these particular properties – approximately $50,000 in modern currency.

Accounting for the shear amount of property in question in this transaction, it might seem like Glenna got a raw deal, at least compared to the one third share she could have been entitled to. However, her dower rights would not have taken effect until George's death, and he could have been totally destitute by that point, leaving her with nothing. Glenna used the lawsuit to hedge her bets, and leveraged her husband's property to acquire what money she could autonomously, before her husband's exploits left them both penniless.

In 1907, the sale of Hard Bargain resulted in a more unusual lawsuit, petitioned by a woman named *Stella A. Carver*. Stella purchased the property as the lone grantee in 1907, but had to put the deed in trust in order to secure the debt she needed to make the purchase. [31] The deed of trust is where her husband's name first appeared (T.P. Carver), as his curtesy rights now require him to sign off on any further transactions involving the property. Stella doesn't hold onto the property for long, deciding to sell it two years later, only a Commissioner of the Court named Homan W. Walsh now appears as a grantee in place of her husband.[32] As detailed in the deed, Stella had been involved in a lawsuit that had her husband, T.P., declared legally insane, meaning that like a child, he was not allowed to enter into contract autonomously. While this doesn't mean he forfeited his curtesy rights in the property, it does mean that Homan Walsh had to be court-appointed to represent his interests in the transaction.

[31] Albemarle County, Deed Book 135, Page 439. *July 1, 1907*
[32] Albemarle County, Deed Book 141, Page 436. *December 15, 1909*

This is a case where context is ambiguous. T.P. doesn't require a commissioner in the trust deed from 1907, so something could have happened to him in the interim that resulted in formal insanity. Alternately, Stella may have not wanted her husband making any decisions surrounding her property once she decided to sell, for any number of reasons, and court designated insanity ended up being the most expedient way to ensure his marginalization. Whatever the reason, this is certainly an unusual type of lawsuit to encounter in property records.

One final lawsuit to appear in this deed research was one launched by *Mrs. Maymee R. Duke*, the second wife and widow of R.T.W. Duke Jr. She was the only woman I found in the course of this research who took against her husband's will, and petitioned for the full extent of her dower rights. For context, Duke Jr. had been married and widowed previously, the children mentioned earlier in this essay being those of his first wife. He went on to marry Maymee in 1925 (who was actually the widowed sister-in-law of his own late wife), by which time all of his children were adults and had already been deeded the Duke House property. When he died three years later in 1928, he left Maymee $10,000, which while a considerable sum, did not nearly amount to a third of his real property.[33] Duke had elected instead to will most his property to his children instead of his wife of only 3 years.

In light of this, it may have seemed reasonable or even practical that Duke left Maymee less than her dower rights entitled her, though it should be noted that what he did leave her amounted to around $150,000 in today's currency. Legally though, Maymee was fully within her rights to demand that Duke's children hand over a number of his stocks and bonds which

[33] City of Charlottesville, Deed Book 95, Page 114. *November 21, 1928*

would amount to a sum with which she was satisfied. It may have been a cold-hearted and opportunistic move on Maymee's part, but certainly reflects high level of legal agency for a woman during this time.

A Little Bit of Everything

I came upon a string of deeds regarding the Marshall-Rucker-Smith House which managed to include problematic trustee relationships, complicated avenues of inheritance, and two separate lawsuits all in one go, taking place between 1860 and 1892. In fact, understanding what is actually happening within these deed transactions is so complicated, that I have attached a family tree and flow chart to fully explain this network of relationships.[34]

It began when Alexander Garrett died. He had left money in his will to his second wife and widow, *Evalina Garrett*. The money was put in trust for her, using his son-in-law as trustee (who had married Alexander's eldest daughter Elizabeth from his first marriage), a man by the name of V.W. Southall. Southall would be the one to purchase the land in question for the trust and benefit of Evalina. Elizabeth ended up predeceasing her husband, and V.W. remarried a woman named Martha. At some point, V.W. also died, and his widow Martha ended up holding the deed for the property intended for Evalina's use. Evalina's daughter, *Clarissa*, had married a man named Thomas Pretlow, and Thomas launched a lawsuit against Martha Southall that would put the property back in his wife's family's hands (that is to say, *his* hands). Martha may have been resistant to part with the deed since it had been her husband who purchased it in the first place. After Evalina's death, Thomas and Clarissa gifted the land to their own daughter,

[34] See Appendix II

also called *Evalina*. Evalina Pretlow married a man named John Pretlow (it's unclear if they were related, but they did have the same last name), and then she would also predecease him. John maintained control of the property, and remarried a woman named Sue. John and Sue then attempted to sell the property to Carrie Marshall, when another Pretlow man, named Robert, sued John in an attempt to keep the property within their own family. The court ultimately decided to mandate that Carrie Marshall should receive the property after paying the price set in full, and she went on to construct the house that still stands there today.[35]

This is, of course, incredibly difficult to follow, and was even more difficult to decipher in the first place. What is perhaps most disheartening about this story is that the only woman who really came out on top was Carrie Marshall. Evalina Garrett, her daughter, and her granddaughter, were constantly at the mercy of the men around them. Had these women been able to own and manage their property autonomously, free and clear of their husbands and male relatives, none of this complexity would have been necessary. John Pretlow had wrested control of the land prior to 1877, which means Carrie Marshall was the first woman to achieve legally unencumbered property ownership in this deed chain. While there is no way to know the full story of what happened here based on the deed language alone, this example certainly summarizes the multitude of challenges posed to women in the pursuit of legal agency over property.

[35] Albemarle County, Deed Book 59, Page 205. *October 13, 1860*
Albemarle County, Deed Book 62, Page 77. *May 11, 1866*
Albemarle County, Deed Book 66, Page 112. *December 25, 1869*
City of Charlottesville, Deed Book 3, Page 458. *December 6, 1892*

Moving into the Present

Mercifully, the latter half of the 20th century produced far more regularized deed chains, as women became more able to own property autonomously, and married couples began to enter into joint interest purchases more frequently. This was accompanied by a change in nomenclature referring to couples as "husband and wife" rather than one in reference to the other. While legal transactions still certainly have the capacity to achieve staggering levels of complexity as in the case of Alexander Garrett's estate, this phenomenon has become less tied to gender over time.

Additionally, in the cases of these particular properties, trustee designations became more popular as a form of estate planning, and had less to do with complicated relationships surrounding control. Property owners began to employ a mechanism whereby the land was put into the ownership of a foundation, and the owners then acted as trustees for that foundation, which is an effective way to manage one's estate for tax and inheritance purposes. Women seemed to be equally likely as men to be designated trustees in this capacity.

Furthermore, as of 1991, dower and curtesy rights were abolished in the state of Virginia, following a trend from other states around the country.[36] As the current law stands, a man or woman is now entitled to their spouse's property – assuming said spouse dies intestate – on a sliding scale dependent on how long the two have been married. Under modern law, Maymee Duke would only have been entitled to 6% of her late husband's estate, not a third,

[36] Donn, Ronald P. 1991. "The Augmented Estate." *The Virginia Bar Association Journal* 17 (3): 5.

and would have needed to be married to him for a full 11 years before being able to claim that third in total.[37]

Holes in the Research

As I'm sure was evidenced by the degree of speculation in this essay, deeds cannot tell you everything. Ulterior motives or intentions can often be obscured, and in fact the law can be a useful tool in the active obfuscation thereof. I had to accept that there were likely some questions inadvertently posed in deeds that would then never be answered by them.

I never discovered where the names "Enderly" or "Hard Bargain" came from. I never found out what happened to T.P. Carver, nor whether or not R.T.W. Duke Jr. disliked any of his children. Similarly, while I can match up certain deed transfers or defaults on debt to particular historical events, these relationships are not explicit in the deeds. It's just my best guess. While some genealogical research can help to clarify certain inter-personal relationships, the emotional nature of those relationships can't only be loosely inferred from what is otherwise dispassionate legalese. In many ways, these property deeds are merely shadows; they are two-dimensional representations of much more nuanced three-dimensional stories.

Though the women in this research displayed a diversity of strategies to assert their agency in property ownership, usually against legal and cultural obstructions, one woman named had a distinctly different relationship to property: Miss Ellen Williams, enslaved. She is the single woman named in these records about which the deeds can tell me nothing, other

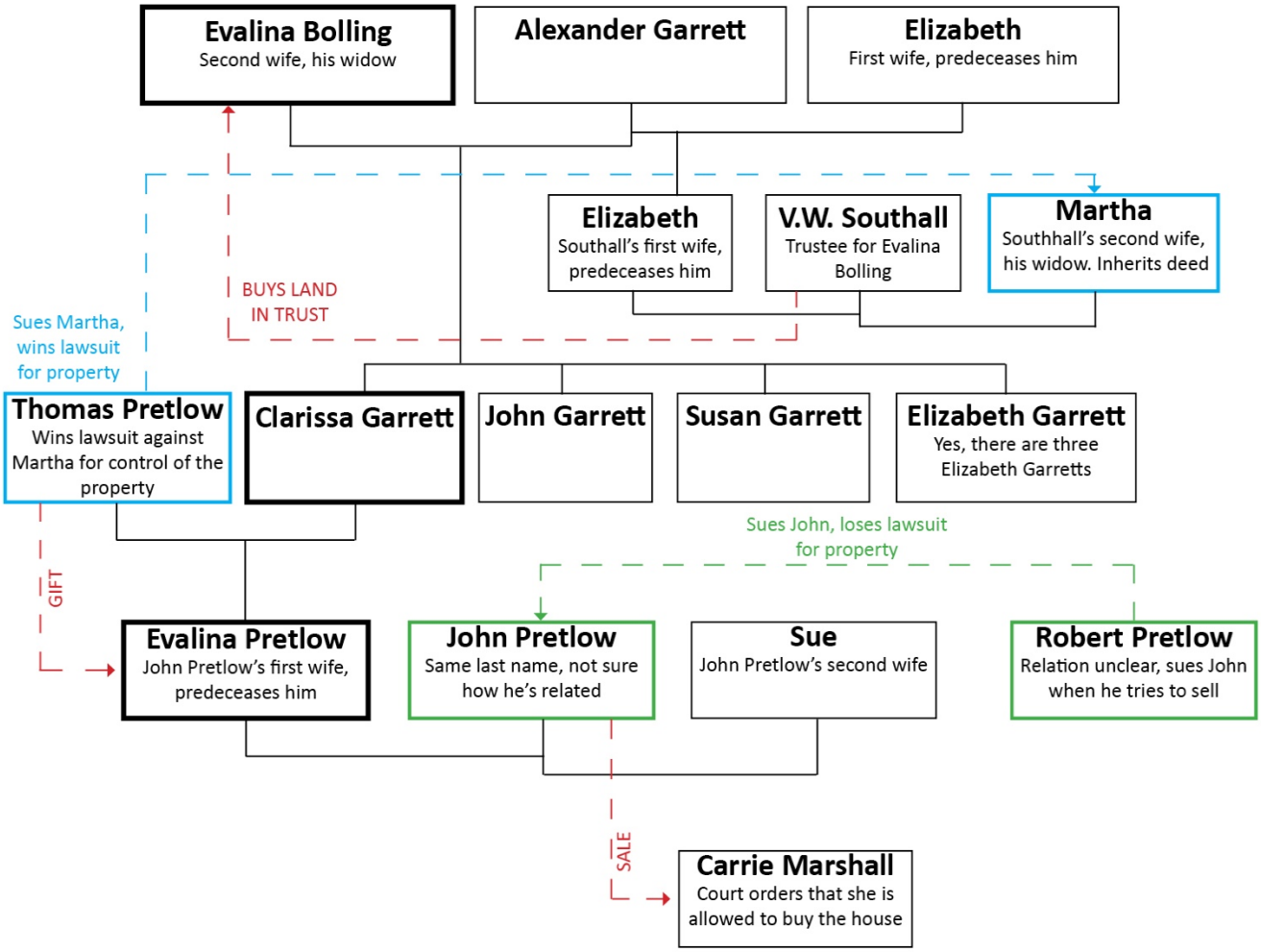
[37] "2017 Changes in Virginia's Elective Share Determination." 2016. Keithley Law, PLLC. December 30, 2016. https://www.keithleylaw.com/blog/2016/december/2017-changes-in-virginias-elective-share-determi/.

than who sold her, who then owned her, and for whom her use was intended in the year 1859. Legally speaking, she existed purely in relation to others. The clever exploitation of law was not a pursuit available to her – or at least wouldn't be for some years yet – as it was not only her autonomy in property which was prohibited, but her autonomy in simple personhood. I can't help but wonder what extra-legal options would have been in practice at the time that might have benefited Ellen in reclaiming her own agency under the law. But that, of course, would be another paper altogether.

Appendix I: *Map of Properties in Locust Grove*

1. 603 Watson Ave **- "Enderly"**
2. 1105 Park Street - **"Hard Bargain"**
3. 810 Locust Ave - **Locust Grove Plantation House**
4. 620 Park Street - **"Marshall-Rucker-Smith House"**
5. 616 Park Street - **"Duke House"**

Appendix II: *The Garrett Family Tree*



Appendix III: *Index of Women*

Appendix IV: *Glossary of Legal Terms*

coverture – a historic common law doctrine whereby a woman's legal rights and property are subsumed under the control and protection of her husband.

common law doctrine – a law that is used and enforced in common practice, established in precedent in court, but not in actuality written down in statute. An unwritten law.

curtesy – a man's common law right to a third of his spouse's real property as a life estate upon her death

dower - a woman's common law right to a third of her spouse's real property as a life estate upon his death

fee simple – a legal designation of land ownership that indicates absolute tenure and control of land, with the freedom to bargain, grant, or sell said land at will.

grantee – in a property transaction, the designated receiver or purchaser of said property. Typically referred to as the "party of the second part."

grantor - in a property transaction, the original owner and seller of said property. Typically referred to as the "party of the first part."

intestate succession - the manner in which property is passed down to heirs when a person dies without having drafted a will. This varies from state to state.

in trust – a financial relationship in which one person (the trustee) is granted the right to hold the title to, and often control financial management of, a particular property, the ownership of which is for the express benefit of another person (the beneficiary).

life estate – the ownership of non-transferable real property for the remainder of a person's life. Ownership of said property is forfeited upon death, and typically cannot be willed or sold by said holder of the life estate.

Married Women's Property Rights Act – a collection of laws passed separately in individual states which aimed to redress the restrictions of coverture, and typically allowed married women to own property as if they were unmarried.

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