

1791-020

SOUTHAMPTON COUNTY
CHANCERY PAPERS

ATKINSON vs KERR

Atkinson + al vs Carr

5/1791

other surnames:

Battle, Mason, Stewart,
Pelham, Blunt, Abrams,
Camerin, Crutchow, Crocker,
Whitehead, Everitt, Carr,
Sykes

Atkinson }
Herz } Injury
Papers

June 1773
Joint for Depart^{ure}
July Com. and pay
to N.C.
Sept. Deposits L. 62
O. Cont?
Out set for hear^{ing}
~~Atkinson Cont^d~~

Nov 1772 Cont^d

1773.

Cont^d

Apr. Cont^d

May Cont^d

June Cont^d

July Cont^d

Aug. Cont^d

Oct. Cont^d

Nov. Cont^d

Dec^r Cont^d

July 1783 Cont^d

Aug. Cont^d

June Cont^d

May 1791

Dismissed

Attainia } Bryans!
in
Karr

2.7.6
1-6
1.1.6

6.15

To the worshipful court of the county of Southampton sitting in chancery
Humbly complaining

Sheweth unto your worships your orator Jm^o Atkinson of the county of Suffolk That
on or about the twentieth day of September ^{or October} in the year one thousand seven hundred and seventy
at the courthouse of the county of Brunswick a certain Titus Here brought to that
place two ~~negro~~ female negro slaves and offered them for sale Your orator ex-
pecting that he might make something considerable profit by purchasing the
said slaves and disposing of them again applied himself to the said Titus
Here to know his lowest terms and after some conversation your orator did
agree with the said Titus for the slaves aforesaid for the sum of eighty seven
pounds ten shillings payable about six months afterwards The said Titus Here
positively affirming the said slaves (whose names were Hannah & Judy) to be found
healthy slaves and also warranting them to be such Your orator further
sheweth that soon after the purchase aforesaid he discovered ~~that~~ ^{that} Judy one of
the aforesaid slaves to be a fool and not capable of executing or understanding
the reasonable commands of your orator or any of his family which obliged ^{him} again
to dispose of her to a great disadvantage to wit for the sum of forty pounds
which had she been in her senses your orator verily believes he could have got
fifty five pounds The other slave Hannah your orator soon after his purchase
he disposed of to a certain Benjamin Sykes for the sum of fifty five

~~Sounds~~ ~~at the same time informing the said Sykes that she was~~
warranted to your orator to be a found healthy slave Your orator further
sheweth unto your worships that in a short time after he had sold the said
Hannah to the aforementioned Sykes the said Sykes applied to your orator
to take the said slave again at the same time alledging she was afflicted
with a disorder called the Sleepy disease which your orator refusing the
said Sykes applied a second time informing your orator that the said slave
had died of the said disorder ^{and requesting to be released from his purchase money} but your orator still persisting in his refusal
the said Sykes hath since prosecuted his action in the county court of
Brunswick against your orator insisting that the consideration which passed
between your orator and the said Sykes amounted to a warranty which
action is now depending in the said county court of Brunswick Your orator
further sheweth that he hath frequently made enquiry concerning the state
of the said slaves before your orator purchase of the said Here and hath been
credibly informed that the said Hannah was always afflicted ~~there~~ with the
said disease and that the other slave Judy was generally reputed a fool
Your orator further sheweth that soon after the aforesaid sum of eighty seven pounds ten shillings
became payable to the said Titus Here and for payment of which your orator had paid
his bond ^{with a certain Dan Mann being} the said Here prosecuted his action against your orator in this worshipful
court for the recovery thereof without making any abatement for the fraud and

Defects in the original affidavit ^{and} hath received judgment ~~thereon~~ and therefore to
be out execution against your orator ^{by the Court} ~~thereon~~ All which actions and doings of the said
Titus Kerr are contrary to Equity and good conscience and tend to the manifest injury of
improvement of your orator In tender consideration whereof and for that your orator
is remedied in the premises by the final rule of the common law and only relevant in
this worshipping court when matters of fraud and circumvention are properly cog-
nizable To the End therefore that the said Titus Kerr may upon his corporal oath
take true and perfect answer make to all and singular the allegations of this bill and
the same were herein again repeated and interrogated and more especially that he may
set forth & discover whether about the time before mentioned he did not oppress the said
Slaver Hannah & Judy at the countenance of the court of Benningworth for sale did not
your orator become a purchaser thereof did not the said Titus Kerr positively
affirm the said Slaver to be found healthy Slaver and warrant them to be such
did not the said Titus Kerr know the said Slaver to be otherwise that is to say Hannah
to be afflicted with a periodical sleepiness and Judy to be without common sense
which rendered them of but little service what was the said Titus Kerr's motive
for selling them Of whom did the said Titus Kerr purchase the said Slaver That
he not prosecute his action against ^{one of the said Slaves named Hannah} the person of whom he purchased ~~them~~
for recovery of Damages for his being cheated thereby hath not the said
Titus Kerr prosecuted your orator for the recovery of the aforementioned
sum of eighty seven pounds ten shillings and obtained Judgment on your orator
Bond for the same And that your worships with Decree and order
that the said Titus Kerr may be enjoined from proceeding against
your orator ^{by the Court} by taking out execution on his Judgment against ~~himself~~ a
Jury be impeached by direction of your worships to enquire what
Damages your orator hath sustained by the fraud and deceit ^{of the}
said Titus Kerr or that your worships with ^{make} such further Decree in the
premises as shall be agreeable to equity and good conscience

June 1772

Sworn to in Court

Phello

May it please your worships to grant
to your orator his majesty most gracious
warrant writ of ~~the~~ *the*

J^r Atkinson

Here

a

Atkinson

Atkinson

Car

Col. En Mason J. W. Harris Barj
Atkinson in Ind. etc. etc.
W. Harris

GEORGE the Third, by the Grace of GOD of GREAT BRITAIN,
FRANCE, and IRELAND, King, Defender of the Faith, &c. to the
Sheriff of *Southampton* County, greeting: We command you
that you take *John Atkinson & David Mason*

if they be found within your Bailiwick, and then safely keep, so that
you have them Bodied before the Justices of our said County Court, at the
Courthouse of the said County, on *the second Thursday in October*
to answer *Tobias Kern of a plea of Debt for one hundred*
thirty five pounds. Dam five pounds

and have then there this Writ. Witness

Clerk of our said Court, at the Courthouse aforesaid, the *twelfth*
Day of *September* in the *eleventh* Year of our Reign.

R. Kello

Dear Mr
Atkins
Cap. Wm

GEORGE the Third, by the Grace of God of Great Britain, France, and
Ireland, King, Defender of the Faith, &c. to the Sheriff of
Southampton County, greeting: We command you to summon

Carr

Getting
to appear before our Justices of our said County, at the Courthouse, on the
~~Wednesday morning in May next~~ *before the Court now*
to testify, and the Truth to say, in Behalf of *Titus Carr*.

in a certain Matter of Controversy in our said Court, before our said Justices,
depending and undetermined, between *the said Carr, John and*
David Mason Defendants
and this *he* shall in no Wise omit, under the Penalty of

Witness *Richard Kello*
Clerk of our said Court, at the Courthouse, the *ninth*
Day of *April* in the *twelfth* Year of our Reign.

R. Kello

Atkinson
for
Kerr

Do
P. 100

Atkinson
for
Kerr

Do
P. 100

The execution of this commission appears by
the deposition hereto annexed which we read
and certify under our hand this 26th day of
March 1773

Aug^s Willis
Tlstar

Southampton Jct

George the third by the grace of God of Great Britain France
and Ireland King defender of the faith &c. &c. The new Mr.
William Tanning Augustin Willis and William Stark
gent greeting Know Ye that we trusting to your fidelity
and provident circumspection in diligently examining
whatsoever witnesses as well on behalf of John Atkinson
A David Mason p^{ts} as on behalf of Titus Barr def.
Command you or any two or more of You that at such
certain days and places as you shall appoint you
assemble yourselves & the witnesses aforesaid before you
or any two or more of You you call & cause to come
& diligently examine on the holy evangelists of Almighty
God & their examinations into our court of our county
of Southampton without delay you shall send and
certify inclosed returning also this with witness
Rich^d. Kelle clerk of our S^d. Court at the Courthouse
afores^d. the thirteenth day of Feby. in the thirteenth
Year of our Reign

R. Kelle
Clerk

Atkinson
as
San
Dea. Point

Southampton

George the third by the grace of God of
Great Britain France & Ireland King defender of
the faith &c. To.
gent greeting Know ye that we trusting to your
fidelity & provident Circumspection in diligently
examining whatsoever Witnesses as well on behalf
of John Atheron & David Mason as on behalf of
Titus Farr Command you or any two or more of
you that at such times & places as you shall
appoint you assemble yourselves & the Witnesses
aforesaid before you or any two or more of you
you call & cause to come & diligently examine
on the holy evangelists of Almighty God & their
examination into the Court of our County of South
hampton aforesaid without delay you shall send &
Certify enclosed returning also to us this writ
Witness Rich^d Shello. Clerk of our said Court at the
Courthouse the tenth day of April in the thirtieth
year of our reign

R Shello
Clerk

Carr
ad
Atkinson } Depo

filed Ser 73

Dec^r Unit of
Ing
7th April
Cont^d

King
George
and
Geo. L.

That we trusting to Your fidelity and provident circumstances
in diligently examining whatsoever witnesses as well on
behalf of Titus Farr det. as on behalf of John Atherton &
David Mason ~~for~~ the Command You or any two or more
of You that at such certain days and places as You shall
appoint You assemble Yourself and the Witnesses aforesaid

and if You you cannot
appear on the holy evange
and then examinations into our
said county without delay your
certificates enclosed also returning to

This Court Witness Rich. Wells clerk of our S. Court at
the Courthouse the 8th day of July in the thirteenth
Year of Our reign

Sam. Wells Clk
N

Atkinson

vs
Carr J. Ing.

Apr. 1774 Cont^d

Sep. 1782 Cont^d

Feb. 1783 Cont. for action

all

June Cont^d

May 1791

Dismissed

The want to a commission was directed on this
Day attended at the House of John Atkinson in
the County of Sussex for taking the Deposition of
Several Witnesses in a certain Suit now depend-
ing and determined in the Warden's Court of
Southampton wherein John Atkinson & David
Mason is said to be Plaintiffs of Titus Carr Deft.
The said David Mason being of full Age &
being first sworn on the Holy Evangelists of
the Gospel & the Oath of Faith & Truth

Section be or other in the County of
Sussex Hundred of Seven by the Warden's
Court, that he was at Brunswick County
Court, when the said John Atkinson & David
Mason of the said Titus Carr two Negro Girls, for the
Consideration of Eighty Pounds or upwards, of
that after the Deed was agreed on between
the Deftys. The said Atkinson asked the said
Carr if the said Negro Girls were sound
well healthy Slaves to which The said Carr
replied they were & he engaged them to be such
whereupon the said Atkinson purchased the Two Slaves
and this Deposition a day or two after he came that
Atkinson's Security for the Day next of the Purchase
Money is ascribed, and this Deft. further saith
that altho he appears to be a Deft. in the above Men-
tioned Suit, that he is upon him as a Discharged
by an Indemnity

Brother Jonathan Attorney for Lawrence
Pallison of Company Agents of the said Atkinson
and that he is neither to gain or lose by the
determination of this Cause, And further this
Deponent doth not

David Mason

th
March 25 1773

The above Deposition taken
of David Mason by Aug: Willis
Jt. Clerk

John Stewart being of full age & sworn in the above case
(do) at the time of the above deposition

now he was in the presence of the said Atkinson
the agreement made between the said Titus
Stewart and the said John Atkinson relative to the ab-
mentioned slaves but not expecting to be called upon
the particular conversation which at that time passed
has escaped this Deponent's memory but he thinks
what is declared by the said Mason did pass from
several circumstances but cannot be positive on
further faith and

Mar 25th 1773

John Stewart

The above Deposition taken
before us Aug: Willis
Jt. Clerk

Parthenia Pelham aged nineteen being first sworn in
the above cause deposes that she was well acquainted
Stannard one of the slaves purchased by the said John
Atkinson of the said Titus Stewart that the said slave
was not a sound healthy slave but afflicted with
a sleepiness which continued on her for three or four
days together during which time it was difficult to
awaken her so as to take necessary furniture that
the said slave remained in the possession of the said
Atkinson ^{about} two ~~or three~~ months during which time the
said slave had several of the above mentioned sleepiness

Part
taken before us ^{Jt. Clerk}
of March 1773 Aug: Willis
Jt. Clerk

NOT DEACIDIFIED 2/4/92

Atkinson & Dep
v.
Herr

Filed June Court
1773.

Jesse Whitehead being first Sworn upon the Holy Evangelists
of Almighty God Deposeth and Saith that sometime in
April 1772 being in Company with M^r. Benjamin Sykes
and M^r. Titus Carr He heard M^r. Sykes Ask M^r. Carr if he
did not know that any thing was the Matter with the Girl Slave
he sold M^r. Atkinson which he bought of M^r. Thorn and the
said Carrs Answer was that if I had not known it I hardly
should have parted from her M^r. Sykes Asked him the said
Carr further why he did not go upon Thorn that and his Answer
was if any of you has a bad thing you would be willing to
get it of as well as you could this Depoant further Saith
that being at M^r. Titus Carrs sometime before he sold the
said Slave He heard M^r. Carr say that she was one of the
Sleepiest bitches that ever he saw and further this Depoant
Saith not.

Jesse Whitehead

In Obedience to as ~~Didimus~~ ~~Stenetta~~ Annors Have taken
the Examination of Jesse Whitehead which is as above
Given under Our Hands this 10th Day of June 1773

Nicholas Magot
Wm. Blunt

Elizabeth Court being first Sworn upon the Holy Evangelists
of Almighty God Deposeth and saith that Sometime in
April 1772 being in Company with Mr. Benjⁿ. Sykes and Mr.
Fisher Carr that he heard Mr. Sykes Ask Mr. Carr if he Did
not know that any thing was the matter with the Girl Slave
he told Mr. Atkinson and the said Carrs Answer was yes and
that Dependant further saith that the said Slave. was purchased
by the said Carr of William Thorn and further that Dependant
saith not.

Eliz^b. Court

In Obidience to a Dismissus Horumto Annexed have taken
the Examinations of Elizabeth Court which is as above
Given under Our Hand, this 10. Day of June 1773

Nicholas Mager

Wm. Blunt

Memoranda
ads
Atkinson & Co. } Answer

Memoranda
ads
Atkinson & Co.

The Answer of Titus Kew to the Bill of Complaint of John Atkinson & David Mason
Complainants.

This Defendant saving preserving to himself all Manner of Benefit & Advantage
of Exception to the many, Untruths, Uncertainties & Imperfections in the Complain^{ant}
said Bill of Complaint contained, for Answer thereto, sheweth much thereof as he is
advised is material for him to answer, answereth & saith, that true it is, he
did expose for Sale at the Court House of the County of Brunswick, the said two
Negro Girls, Hannah Judy about the Time set forth in the Bill, & that the said
Complainant John then became a Purchaser of them for the Sum of eight pence
Pounds ten shillings payable about six Months after; That this Respondent
did not, neither before, nor at the Time the Bargain was struck, warrant the said
Negro Girls, but sometime after the Bargain was completed & heathily
acquiesced in by the said John, he this Respondent was asked, if they were
sound, he replied, that he believed they were, unless galled by riding, & further
that the said Judy, was as sensible a Child as could be expected for one of her
Condition & Age, he absolutely denies that he ever warranted the said
Negro Girls, either directly or indirectly otherwise than she hath above
set forth, & that he never knew the said Hannah was afflicted with any such
periodical Disorder as mentioned in the Bill till informed thereof by the
Complainant John, and as to the said Judy he now replies as he did upon
being asked before, that he ^{had} no Reason to believe the said Judy was void of
Common Sense, and altho she was not endued with any surprising Degree
of activity, or a very lively Imagination, yet considering her State of
Slavery, she was as expert as female Negro Children commonly are at her
Age: as to the Motives which actuated this Respondent to sell these
Negro Girls, they might be such as induced the Complainant to purchase
to wit a Desire of Gain. This Respondent further in Answer, says, that he
purchased the said Negro Girl Hannah of William Thorn — & the said
Negro Girl Judy of ^{or rather sold} the Estate of Mr. & acknowledges that he hath commenced
his Action against the said Thorn — of whom he bought the said
Hannah, viz. that she was afflicted with the said periodical Sleepiness, but
because she did not answer the Purpose for which he bought her, & for which
the said Thorn — sold & warranted her to be fit. He further in
Answer says, that he commenced his Action at Law in this Court against
The Complainants.

The Complaints upon their Bond, hath obtained Judgement thereon, & fully
hopes this worshipfull will dismiss the Plaintiffs Bill, dissolve the Injunction &
allow him to have the Benefit of his Judgement, more especially as he verily alledges
no Fraud was intended, & since the Complainants by their own shewing have
not sustained any Damage, This Defendant prays the Injunction may be
dissolved &c. &c.

Sworn to this 12th Day of
Nov. 1772 before me

Math^l Ridley

Titus Carr

Heur
ad.
Atkinson } Ans^r

Heur
ad.
Atkinson &c. } Answer

The Key Abram

North Carolina
Hartford County J. P.

In consequence of a Deedimus from
the County Court of Southampton in the Colony of Virginia
Personally appeared this day Thomas ^{Balij} Abrams.
and made oath on the Holy Evangelist of Almighty God
that During the Chiefest part of the year 1772. that
he the S. Abrams lived with M^r. William Battle Dead
in the character of an Overseer and at that time there
lived under him a negro girl named Pindah
particularly alluding to the negro girl in Dispute
between the parties namely Robinson & Carr.
and that sundry times he had sent this S^d girl
of sundry Errands and that she always Did business
as well as could be Expected from any girl of her
Size & age and further this deponent saith
not

Witness to this 24th of July 1773.
before me

Geo. Little

Wm. L. Loe

Marshall
Huffard County J. A. S.

In consequence of a Deed from the
County Court of Southampton in the Colony of Virginia
Personally appeared this day William Crutchlow
and made oath on the Holy Evangelist of Almighty God
that During the Year 1776 he the said Crutchlow lived with
Mr. William Battle Dead as an Overseer and that
During this time there lived a Girl under him
named Judah particularly alluding to the
Negro Girl now in Dispute ^{between} the parties Adkinson
& Carr and that he the said Crutchlow had Sunday
times set her about little services about the
the plantations and that she was capable of
perform any little services as well as any of the
Rest of the Negroes of her size & age. and further
this Deponent saith not.

I work to this 2^d of July 1773.
before me - Geo. Little



Joshua a Lave

Marjina
Hutton County

In consequence of a Deed from the
County Court of Southampton in the Colony of Virginia
Personally appeared this Day Joshua East
and made oath on the Holy Evangelists of Almighty God
that In the Year 1770 he lived with his father and was
to look after his Business and During this time
Jehus East my Brother Bought at the sale of Mr.
William Battle D^{cd} a Negro Girl named Judah
and Brought her to my father and I had the
Girl ap^d under me to work in the crop with
me, and that I always saw that she could Do her
work as well as Generally Girls do of her age
and size and further this deponent saith that
he never at any time saw or suspected her
being Deficient of understanding more than other
Girls of her size and age & further this deponent
saith not

Worn to this 21th of July 1773.
before me — Geo. Little



Atkinson
at
Carr

Cont? Apr 74

May 1791

De m. 1790

W. B. Attkle

Warrington
Halsford County J. P.

In consequence of a Deed from the
County Court of Southampton in the Colony of Virginia
Personally appeared this day William Battle
and made oath on the Holy Evangelist of Almighty God
that some time in the month of March in ^{the} year ^{marked in paper}
he sold at public Vendue a Negro Girl to M^r
Titus Carr and that he knew no other but that
the said Girl was as sensible as other Girls of her age
had several times sent her on Errands and that
she always seemed to do any thing she was set at
as well as could be Expected from Girls of her age
and further this Depoⁿant saith not.

Sworn to this 25th of July 1770
before me - Geo. Little

Philip Alex Cameron

North Carolina
Hutton County

In consequence of a Deed from
the County Court of Southampton in the Colony of Virginia
Personally appeared this day Philip Alexander Cameron
and made oath on the Holy Evangelist of Almighty God
that he the P. Cameron lived contiguous to ~~the~~
M^r. William Battle Died During his P^r Battle's
life. and that he P. Cameron knew of M^r. W^m. Battle
having a negro Girl named Judah. which
Girl was after the a^p Battle's Died sold at
publick sale and that he saw Titus Carr
purchase the negro Girl a^p at the a^p Sale
and that living near the P. Battle. the Girl a^p
had been sundry times sent to his house of
Errands and that he never Discover'd her incapa-
-ble of Delivering her message as well as other
Girls of her size and age and further this
Deponant saith not.

Sworn to this 21th of July 1773
before me

J. W. Little


[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]

Wm. Lusk apd.

July 1773

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]

[Faint handwritten text at the bottom of the page, possibly a signature or date.]

Southampton } The Deposition of William Blunt in a suit depending
County } Between John Atkinson Plaintiff and Tiber Carr Defendant taken
by consent of the Parties, Deposition and oath that ^{Southampton in April 1772} he was in company
with Mr. Benjamin Tiber at the House of Mr. Simon Everitt a near Neighbour
to Mr. Tiber Carr, where the near Neighbours were gathered together and that
Mr. Tiber made some inquiry after the Character of the Negro Girl now in
doubt and the Voice of the People was that she had the Sleepy disease of
any such Disorder for they had known of her sleeping Creepily upon this

Mr. Tiber and several of the Company went over to Mr. Carr and
when we came there Mr. Carr said that he bought the said Negro for a
sound healthy Girl when he found her not to be so he then turned the Negro
to Mr. Tiber the Man whom he bought of According to his Bargain, and
Mr. Tiber refused to take her Again, Mr. Carr said he did not know what to do
but had told her to Mr. Atkinson and had brought suit against the said
Thorn for a Cheat, and Mr. Carr said that he could Prove by Mr. Benjamin
Apprentice that Mr. Tiber should say the reason he sold the said Negro
was that she had the Sleepy Disease, and further Mr. Carr said the reason
he brought suit against Mr. Atkinson was that he sold him the Negroes
and took Bond for the red Solo and that he was obliged to sue the said Carr because
he had not Paid him for the other Negro and further this Dependant faith
not

Wm Blunt

Sworn to before me Chas. Briggs

Crookes ind. ann. 1871

I hereby oblige my self as Attorney for Jno. Gilbeck and John
Lawrence Trustees of John Atkinson to pay all costs and damages that may
be decreed against said Atkinson in a suit depending between him and Titus
Carr in S.^c Hampton County Court about two Negro Slaves purchased by S.^c
Atkinson of S.^c Carr, as soon after the determination of said suit as I shall
have Effects belonging to said Trustees in my hands

Wm^jⁿ Crooker

25
 63
 88
 25
 25
 25
 163
 88
 218

New
 Atkinson's Dec 22

Dec. 1771

Sp. Conspicuous

Jan'y. 1772 Paymt

May 1772

Cont. D. & C.

June 1772

July. Cont

Cont. filed

Sept. 1772

Ans. filed & time

9 Nov 1772 Ans. filed

time

73. Rep'd & Com

Apr. Com. and

May Cont. for Depn

Southampton Connty, to wit:

Titus Ker complains of John Atkinson
& David Mason

in Custody, and so forth, of a Plea, that *They* render to *him*
One Hundred & Seventy five Pounds
which to *him* *they* owe

and from *him* unduly detain, for that whereas the said Defendant,
the *Twenty* Day of *September* in the Year of our

Lord One Thousand Seven Hundred and Seventy at the Parish of

Notoway in the County afore said, by *their*
certain Writing of *Law*, sealed with *their* Seals, and to the Court

of our Lord the King now here shown, the Date whereof is the same

Day and Year afore said, did acknowledge *themselves* to be held and

firmly bound unto the said Plaintiff in the just and full Sum of *One*

Hundred & Seventy five Pounds to be paid unto the said

Plaintiff when *they* should be thereto required: NEVERTHELESS,

the said *Defendants* ~~Plaintiff~~, although often required, the said Sum of Money to

the said Plaintiff have not paid, but the same to *him* to pay hitherto

have refused, and still do refuse, to the Damage of the said

Plaintiff

Pounds, and therefore

he brings Suit, and so forth.

Will: Hay p. Qu:

KNOW all MEN, by these PRESENTS, that we John Atkinson
& David Mason of the County of
Sussex are held and firmly bound unto
Titus Her of the County of Southampton
in the just and full Sum of One Hundred & Seventy
five Pounds Virg.^a Currency to
be paid unto the said Titus Her

his certain Attorney, his Heirs, Executors,
Administrators, or Assigns; to which Payment, well and truly to be made,
we bind ourselves

our Heirs, Executors,
and Administrators, firmly by these Presents. Sealed with our Seal, and
dated this 25th Day of Sept Anno Dom. One Thousand
Seven Hundred and Seventy

THE CONDITION of the above Obligation is such that if the above
bound ~~is~~ John Atkinson.

do and shall well and truly pay, or cause to be paid, unto the said Titus Her

his certain Attorney, his Executors, Administrators, or Assigns, the just
Sum of Eighty seven Pounds ten Shillings
or before the twenty fifth day of March
Next

then the above Obligation to be void, or else to remain in full Force and Virtue.

Sealed and Delivered }
in the Presence of }

Tho: Young

J^r Rives

John Baker

J^r Atkinson

David Mason

P.O.

The Worshipful Court of Hampton
Sh' of
Mr Atkinson

County.

Masons Dec to
Expense of
bond.

Gentlemen, The Affair of Mr. Hare in your Court
against Mr. Atkins on myself, making it necessary
for me to attend your Worship's Court tomorrow, I am to
request you that I am doubtful my ill State of
Health will not permit my waiting on you, - I
should that in the case must in need your Indul-
gence until the next Court, or that I may be allow'd
to give Bond in the Office or at least as may be
most convenient, - But be assured that if I
can with Safety venture down tomorrow I will
do it. I am Gentlemen with the greatest
Respect

Your M^t. Obed^t. Servant

Wednesday 2 O'clock
July 8 1772 - }

David Mason

Know all men by these presents that the
John Atkinson David Mason & Benj Crooker
are held and firmly bound unto Titus Kern
in the full and just
sum of

to be paid to the said Titus Kern
his certain attorney and assigns jointly & severally
by these presents to which payment will and
truly to be made We bind ourselves & each of our
heirs executors and administrators jointly and
severally jointly by these presents sealed with our Seals
Witness this 9th day of July 1772

The Condition of this obligation is such that whereas
the above named John Atkinson Titus Kern & Atkinson
hath obtained an injunction to stay the execution on a certain judg-
ment obtained in the court of the County of Southampton & signed
by the above mentioned Titus Kern & Atkinson

Now if the aforesaid John Atkinson & David Mason his heirs executors
or administrators do and shall will and truly pay & satisfy or cause
to be paid & satisfied all such sum or sums of money or Tobacco which
shall be due on the aforesaid judgment and satisfy unto the said
Titus Kern all such cost as shall be awarded
against him in case the injunction aforesaid do expire then this obliga-
tion to be void or else to remain in full force & Virtue
Sealed and delivered

in presence of
R. H. Ellis

John Atkinson Seal

Benj Crooker Seal