

1814-069

SOUTHAMPTON COUNTY
CHANCERY PAPERS

DENNIS etal, paupers vs SEBRELL etal

5/18/4

See also Sebrells v. Sebrell's Admr. 1814-41

other surnames: Miniard,
Barret, BarREtt, JoinER
Joyner, Dick~ Joice~
Esther~, Demos~, Tilday~
Jacob~, Tildy~, Jim~, Dumus~,
Demos~, mingo~

3.

Mingo v. }
" } Bill v.
Loyne v. }

March 1808

Bill filed in Court

May 1814 Bill dismissed

Dec 1

To the worshipful court of Southampton county sitting
in chancery, humbly complaining, shew to the court, your
orators and oratrixes Dennis, Mingo, Dick, Poise, Lither and
Demos, and Tilday, Jacob, Jim and imports rising by
the said mingo as their next friends.

That on the tenth day of July in the year of
Christ 1799, Joshua Miniard late of this county conveyed
all his negroes and other estate to Josiah Joyner and Lettice
Joyner by Deed, in consideration of their undertaking to
furnish the said Joshua Miniard and Catherine his wife with
necessaries for their support and maintenance during
their natural lives, to the amount of six barrels of Indian
corn per annum for each of them, if so much should
be found necessary. The other considerations for the said
conveyance as stated in the said deed are five shillings
and natural love and affection. They annex hereto
an attested copy of that deed which they pray may
be taken as a part of this bill. Your complaints humbly
state that some of them are the negroes mentioned
in the said deed and the others are the descendants of
some of the said negroes. They further state, that it was
expressly agreed at that time between the said Joshua
Miniard and the said Josiah and Lettice Joyner that
the beforementioned negroes or rather those mentioned
in the said deed were to be set free by the said Josiah
and Lettice Joyner after being held by them sufficiently
long to enable them to raise the sum of forty five pounds
for the support and maintenance of the said Catherine
Miniard in case of her surviving her said husband
Joshua Miniard, or to support her during her natural
life. They add that their lives since the death of the said
Joshua Miniard must have been more than sufficient
to raise the sum of forty five pounds or any other

reasonable support for the said Catharine as long as she lived. Notwithstanding the said agreement the said Josiah and Lettice Joyner have insisted that your compts are not intitled to their freedom, and have actually claimed them as their own proper slaves. That in fact your orator Demas has been sold as a slave by the said Lettice Joyner and is now held as such by a certain James Selwell. They further state that the said Josiah and Lettice Joyner in order to enforce and perpetuate the aforesaid agreement, on the tenth day of July A.D. 1797 (the very time when the deed ~~agreement~~ was made and executed) when they were ~~actually~~ by a full knowledge of their agreement and by the principles of common honesty executed a bond in the penalty of \$1000 conditioned among other things, to emancipate the identical negroes mentioned in the said deed, after holding them long enough to raise the before mentioned support for the said Joshua Minnion and Catharine his wife. They annex hereto the said bond which they pray may be taken as a part of this bill, and have no doubt but your worship will be satisfied that your compts can not be longer detained in slavery by any construction thereof, particularly as the said Joshua Minnion and Catharine his wife are now both dead. Your compts likewise state that the said Josiah and Lettice Joyner by some means or other to them unknown afterwards got the said bond into their possession and in a most vile, infamous, dishonest and fraudulent manner erased the words set and free and a part of the word emancipate; all of which will more fully appear

the slightest examination of the said bond. They state that the said Joyner did not comply with their undertaking as to the support of the said Catharine Minnion whilst she lived, for she brought a suit against them for a support which long before she died, which suit was actually pending in this court at the time of her death, and they aver that the said Joyner never did either jointly or severally pay the penalty of the beforementioned bond to any person whatsoever. They add that in consequence of the death of ^{Josiah and William Joyner & James Jones} ~~Josiah Joyner~~ the said Lettice Joyner ^{his wife, co-heir of the} have possessed himself of your compts, ~~and~~ retaining such ~~of the~~ he has not ventured to sell. Finally they state, that as the said bond has been erased and altered, or ~~altered~~ ^{to establish} they will be wholly unable ^{to establish} their right to freedom without the aid of this court.

In tender consideration whereof they pray the interposition of your worship.

To the end therefore they pray that the said James Selwell and Lettice Joyner may be made defendants to this bill of complaint and that they may upon their corporal oaths full, true and perfect answer make to all and singular the allegations aforesaid and that as fully as if the same were here repeated and they thereto particularly interrogated. ~~That~~ ^{They pray} that your worship will establish the said ~~bond~~ ^{primitive state} notwithstanding the fraudulent attempts which have been made to destroy its force and meaning and also decree them their freedom, or make any other order or decree in the premises for their relief which may seem just and equitable.

May it please the
Nichl. Ke. Ryel

not

Mingo H. {
" { petition
Lina H. }

The petition of Dennis, Mingo, Dick, Joice & Esther, ~~and~~ Demos, and Tilday, Jacob and Jim humbly shew that they are intitled to their freedom, that they belonged to Joshua Miniard deceased who on the 10th day of July 1797 entered into a contract with Lettice Joiner and Josiah Joiner by which he conveyed your petitioners to the said ^{Josiah} ~~Letitice~~ Joiner and Lettice Joiner upon condition that they should support him and his wife during their lives, ~~and~~ that in consequence of this agreement the said Joshua Miniard conveyed your petitioners absolutely to the said Joiners by deed and the said Joiners on their part at the same time executed their bond in the penalty of one thousand pounds to the said Joshua Miniard conditioned to emancipate and set free your petitioners after the death of the said Joshua Miniard and Catharine his wife. That the said Catharine and Joshua Miniard are both dead and the penalty of the said bond has never been paid. That the said Joiners fraudulently erased a part of the word emancipate and the words set and free for the purpose of holding your petitioners in slavery. They annex hereto the deed and bond aforesaid as a part of this petition. They state that Josiah Joiner is dead and all of your petitioners are now in the possession of Lettice Joiner, except Demos who is in possession of James Selwell. Your pray that your ^{bet their freedom} worshipps will signify them counsel to sue in forma pauperis, and make such order as will protect them agreeable to the act of assembly.

I Rich^d H. Pryor practicing attorney in the court of Southampton having examined the evidence in ~~part~~ support of the above statement, and am of opinion that the said statement made by myself is correct, and that the petitioners are intitled to their freedom.

Rich^d H. Pryor
June 18th 1807

To the worshipful Court of Northampton County
in Chancery sitting - The separate answer of James
Gebrell to the bill of complaint exhibited in this worship-
ful Court by Denos, Mingo Lotters, against himself,
Jethro Jiner Lotters - The said defendant saving
and reserving to himself every benefit of exception to the
said bill of complaint for answer thereto saith - that
he is entirely ignorant of the claim of the before men-
tioned negro Denos, or of any other of the ~~same~~ ^{former} ~~pauper~~
~~pauper~~ complainants, to ~~the~~ freedom - Your
respondent can only state, that he bought the said
negro Denos of a certain John Argusart at the
price of \$107. 10 - not knowing or suspecting or having
ever heard it hinted, that he was entitled to his freedom,
and your respondent believes that the said John Argusart
bought the said negro Denos, of the above named Jethro
Jiner, thinking that he was fairly & bona ~~fide~~ ^{bona fide} sold
as a slave - ~~Having answered G. & denying all~~
~~fraud & the right of a dependent party to be exempted~~
~~disputed~~ Your respondent will shew that the
said negro Denos was sold to the said Argusart &
by him sold to your respondent ^{nearly two years} ~~many years~~ before
the death of Mrs Minard, and that he never heard of any
claim set up by the said Denos to his freedom, until
the institution of this suit - Having answered G. and
denying all fraud &c Your respondent prays to be

James dismissed, with his costs in this behalf expended -

Coampton county etc

This day personally appeared before me James
Seluce and made oath to the truth of the foregoing answers
Given under my hand this 19 Dec 1808

James H. D.

4

Seluce }
as } Answer
Mingos }

Dec 1808 filed

Memorandum

C. B. Nicholson

Nancy Lynes

1884

Answer

Demus et al

11 11 11

The answer of Nancy Joyner to the bill of complaint
exhibited against in the County Court of Southampton
against her and others by Dornier and other complainants

This Respondent saving and reserving to herself all and
every benefit of exception to all errors in the Complainant's
bill contained for answer thereto with that she
heard her Uncle Joshua Stinson say that if he
was in either Joyner's and Isaiah Joyner's place he
would put either in their pockets and this respondent
further with that she heard Joshua Stinson say that
he had given up the bond upon ^{which} the Complainant's
claim to freedom is founded to Joseph Kemons but
did not do it with an intention to injure either party
as to this Respondent not knowing any thing
of her own knowledge about the matter in dispute
must rely upon the information furnished
by the answers of the different defendants
in this case and she prays to be hence dismissed
&c.

This day Nancy Joyner personally appeared before me
and made oath to the truth of the foregoing answer
March 23rd 1809

James Jones

Jaynes
Mingodol, Summer

The Answer of William Jaynes to the bill of Complaint exhibited against
Jethro Jaynes. James Schell

in the successful Cause of Southampton by Dennis Mingo
Dick, Joice, Esther and Demas and Tilday Jacob, Jim and infants
suing by their next friend Mingo -

This Respondent saving and reserving to himself every benefit of excepting to
all errors, imperfections, misstatements, and untruths in the complainants bill
contained: for answers thereto or to so much thereof as he is advised is material
and necessary for him to make answer unto answering saith - That
as one of the Chorus of Josiah Jaynes decd he is interested in the suit
instituted by Dennis, Mingo and others for the purpose of obtaining their
freedom, but knew of himself very little relative to the said said bonds
mentioned in the complainants bill, before an opportunity of perusing
them was afforded him by the complainants using them as exhibits
in this cause - From an inspection of the bond upon which the complainants
seem to rely to establish their claims to freedom, this respondent would
conceive (even admitting the bonds to retain at this day all its prim-
ative nature and binding authority) that the complainants have no
right to expect, nor ought they to recover by the laws of the Country
This Respondent here leaves to state, that he has always been induced
to believe that it was understood by the parties at the time the
bond was executed that if the penalty of said bond was paid to
the heir of Joshua Minard that they would be entitled to
hold the said negroes in slavery. here it may be proper to repres-
ent that Mary Jaynes is the only ~~only~~ ~~heir~~ heir of Joshua
Minard, who has never yet thought proper to disturb them
in the possession of said negroes, altho she is the only person
who can under the said bonds legally claim any thing

of the said Lethis Joyner or of any the defendants as heirs
of Josiah Joyner. But your respondent from every thing
which he has heard ~~relative~~ relative to this said bond, believes
it was the wish and intention of Joshua Minard to have
cancelled said bond. For your respondent hath been informed
that said Minard ^{whenever his death bed} requested either personally or by mesprocure
Joseph Demers in whose possession the bond was to bring it
to him for the purpose of having it destroyed. As to the
assures which appear to have been made in said ^{being} bill
respondent cannot account for them. He has always under-
stood the bond was always in the possession of a certain
Priestly Banett a witness to said bond, the said Minard,
or the said J. Demers. As a further confirmation of the fact
that said Minard died with the said bond to be cancelled
this respondent hath ^{been} credibly informed that one of the negroes
mentioned in said ~~bill~~ deed was sold by Lethis Joyner in the
lifetime of said Joshua Minard to a certain Thomas Fitzhugh of
this County the said Minard being present and approving
of the conduct of Joyner. As to the suit said to have been
instituted against Lethis Joyner by Catharine Minard, this respondent
has always understood that Lethis Joyner witheld the support intended
for Catharine Minard because said Catharine would not relinquish her right of
dower in the land conveyed by said deed to Lethis Joyner.
This Respondent denying all fraud combination &c
prays to be hence dismissed with his costs &c -
William Joyner made oath before me to the truth of the foregoing answers
as far as they depend on his own knowledge and as far as they depend on the
information of others he believes it to be true.

To the worshipping Court of Southampton sitting in Chancery

The separate answer of James Jones to the bill of complaint
exhibited in this worshipping Court against Lethis Joyner &mes
Lebrell

By James Mingo to them - The said defendant saving
and reserving to himself every benefit of Exception to the errors
in truth & misrepresentations in the said bill contained, for answers
herein with - that he knows nothing of the matters & transactions
mentioned in the said bill, except what he has heard from
a certain William Joyner

J. Mingo

2
Mingo, Dennis, &c.

vs Spain
Joiner & chs

To Sep 1807

Expended on
Labril 13. July
1807 and Joiner
the Negro's in
possession

At St. Mary's

The commonwealth of Virginia to the Sheriff of Ston
county greeting you are hereby commanded to Summon
Arthur Joiner and James Schell to appear before the
justices of our county court of Southampton on the 3rd
Monday in September next to answer a bill in
Chancery exhibited against them by Wingo Dennis
Dick Joiner Erskine Dennis Poley Jacob and John
and that they shall not omit under the penalty
of \$100 each and have them there this writ.
Witness Sam Wells clerk of our said at the
Shamoe the 23rd day of June 1807 and 31 year
of the Commonwealth

Sam Wells

Tubrell &.
ad } com?
Dennis &.

The Commonwealth of Virginia, to Jeremiah Cobb
and Carr Bowen — — — Gentlemen Justices
of the peace for the County of Southampton County
greeting: Know ye that we trusting to your fidelity
and prudent-circumspection in diligently examining
Presley Barrett and Michael Joiner material
witnesses as well on behalf of James Sebrrell
and Jethro Joiner as on behalf of Dennis, —
Mingo, Dick, Joice, Esther, and Demos, and Tibbys,
Jacob, Jim and Lenny infants suing by the
said Mingo as their next-friends, — If we
do command you to call and cause to come
before you the witnesses aforesaid when & where
you shall appoint & diligently examine on the
holy Evangelists of almighty god, and their —
examination so taken, into our Court of our
said County that you send without delay
inclosed, returning to us also this writ,
Witness Samuel Kello clerk of our said Court
at his office the 5th day of June 1869. in the
38th year of the Commonwealth

Samuel Kello

My Copy of
Notice to take
Depositions

note

Joshua Whitney this day appeared
before me, and made oath that he
did deliver to the within named Mingo
a notice on Friday the 6th inst.
of which this is a true copy.
Oct 16th 1809 James D.

To Mings ~~John & Collier~~ & Learners to the notice that on the
10th day of the Present month October between the hours
of nine o'clock in the morning & three o'clock in the
Evening of the Same day at William Hawks Tavern
Jerusalem & in the County of Sampson I shall proceed
to take the Depositions of Orsley Harriell and Maccabeh
Joyner who is Witness for me in a cause
now depending in the Court of the County aforesaid in
which you are Plaintiff & I Defendants

William Joyner

Agreeably to a commission to us directed from the Worshipful
Court of Southamptons legal notice of the time and place
being first given (as appears by a notice and affidavit
hereto annexed) we have this 16th of Octr between the
hours of Nine O'clock in the morning and three O'clock
in the evening of the same day proceeded to take the
depositions of Presly Barnett and Micajah Jorgens at Mrs
Harts Tavern in the Town of Jerusalem, to be read as
evidence in the suit in Chancery now depending in
Court of Southamptons between Mingo and others
complainants and Jethro Jorgens and others deft.

Presly Barnett of lawful age being first sworn on the
holy Evangelist of Almighty God. deposed and swears
that he was a witness to a deed of Gift from a certain
Joshua Minard to Josiah and Jethro Jorgens conveying
certain slaves therein mentioned to the said Jorgens which
the witness believes to be the same slaves who are complainants
in this suit and that he was also a witness to a bond
from the said Josiah and Jethro Jorgens to the said
Joshua Minard. Sometime afterwards the said Jethro
Jorgens and Joshua Minard came to the house of the witness
and demanded of him the said deed and bond where they
had been placed for safe keeping and the said Joshua
Minard requested the witness to read the deed and bond
which he did and at that time discovered an erasure in
the bond and immediately asked the parties the cause
of and the said Jethro observed in the presence and
within the hearing of the said Joshua that the erasure
had been made by himself with the consent of his uncle
Joshua - to which Joshua Minard did not deny -

and further this document saith not.

Alcay

Dr esly Garrett

Micajah former & painful age being first sworn on the
- holy evangelist of Almighty deus and earth. That sometime
after the deed and bond were executed between the said
Jozner and Minard this witness then living with Jethro
Jozner the said Jethro former was about selling a negro
girl Betty one of the ^{negroes} mentioned in the deed bond to
certain Mr Fitzhugh. That before the bargain was closed
he sent this ^{witness} for Lewis Mynard and when the said
Minard arrived the said Jethro took the said Minard
out in presence of this witness and asked him if he
had any objection to the sale of the said negro girl
and his reply was that he had no objection and
further this document saith not.

hi
Micajah X Jozner
Mark

The above depositions were ^{taken &} sworn to before us
this 16th day of Oct. 1809.

James O'Brien
Carr Bowers

Upon the petition of Mingo, Dennis, Dick, Joice, Esther,
Demos, Tilday, Jacob and Jim, it is ordered that the clerk
issue process against ~~James~~ Lettice Joyner and James
Selwell to answer the complaint of the petitioners, and
it is further ordered that the sheriff of this county take
into his custody the petitioners, Mingo, Dennis, Dick, Joice,
Esther, Tilday, Jacob and Jim until the said Lettice Joyner
enter into a bond with sufficient security in a sum
at least equal to their value either in the clerk's office
or in this court conditioned to have them forth coming
to answer the judgment of the court, and it is also ordered
that the sheriff take Demos into his custody ^{or J. Selwell} until ~~he~~ shall
enter into a bond either in the clerk's office or in court with
security in a sum at least equal to his value conditioned
as aforesaid. ~~It is also ordered that the defendants who~~

Know all men by these presents that We Josiah Lomer and Lethe Lomer
of Southampton County are held and firmly bound unto Joshua Minard
in the just and full sum of One thousand pounds Current money of Virg^a
to be paid to the said Joshua Minard his certain attorney his heirs
executors administrators or assigns To which payment well and truly
to be made and done we bind ourselves and each of us jointly and
severally our and each of our joint and several heirs executors administra-
tors and every of them firmly by these presents Sealed with our seals &
dated this 10th day of July Anno Domini One thousand seven hun-
-dred and Ninety seven

The condition of the above obligation is such that if the above bound Josiah
Lomer and Lethe Lomer their heirs or assigns well truly and faithfully furnish find
and provide the above said Joshua Minard and Catharine Minard his wife with
a competent, necessary and comfortable support and maintenance agreeable to their

Present Station wife, Or in lieu thereof shall pay unto the said Joshua Minard
the full amount value of six barrels of Indian Corn for and during
the term of the said Joshua this wife's natural lives, and also in case the said
Joshua Minard should survive his said wife Catharine shall in like manner
support and maintain him Or in lieu thereof pay furnish or supply him with the
full amount or value of six barrels of Indian Corn for each and in each year for
and during the remainder of his natural life, And also if the said Catharine Minard
should survive husband and the said Joshua Minard, and give up and relinquish
all claim or pretension of claim of or to any part of her said husband's lands Negroes
Or other estate she in like manner support and maintain her during the remain-
-der of her of her natural life or Widowhood Or in lieu of Satisfaction thereof shall
pay or cause to be paid to the said Catharine Minard the just and full sum
of fifteen pounds Current money of Virginia within the term of
Ninety days after my decease and the further sum of fifteen pounds
like Current money within the term time of Two years after the day of my decease
And

And the further sum of *Eighteen* *pounds* like current money within
the space and term of three years from and after my death. And immediately
after my decease and the death or marriage of my wife Catharine. Or provided she
should be the survivor, and quit claim to my estate. Then immediately after the
Money directed to be paid to her (in that case) can be raised from the hire or labour
of the negro's which I have conveyed to the above bound Josiah Jorner and Sethus
Jorner by Deed bearing equal date with these presents. They the above bound Josiah
Jorner and Sethus Jorner their heirs or assigns shall man and all the
said Negro's & their posterity fully and intirely. Then this Present Obligation
to be void or else to remain in full force and Virtue

Signed Sealed & Delivered

In the presence of

Wm Griffin

John Moore

Henry Bennett

Josiah Jorner Seal

Sethus Jorner Seal

8

Not decified
1992

Bond of
Joshua Minar

(Copy)

Miniard

to

J. J. Joiner

7
Leis.

Spd in ch. 20th Nov
1807.

This Indenture made this 10th day of July in the Year of our Lord 1797
between Joshua Miniard of the County of Southampton of the one part & Josiah
Joins & Jethro Joins of the same County of the other part. Witnesseth that ~~the said~~
in consideration of the good will love and affection the said Joshua Miniard hath for and
beareth towards his nephews the aforesaid Josiah & Jethro Joins but more especially for &
in consideration of the S^r Josiah Joins & Jethro Joins their heirs or assigns providing
for & furnishing the said Joshua Miniard & Catharine his wife with necessary
suitable for their comfortable support and maintenance for & during their natural
lives to the amount or full value of sixteen barrels of Indian Corn @ annum
for each of them if so much should be required & also for & in consideration of
the full & just sum of five shillings current money of Virginia by the said
Josiah Joins and Jethro Joins to the S^r Joshua Miniard in hand paid
before the enrolling and delivery of these presents the receipt whereof the S^r
Joshua Miniard doth hereby acknowledge & therewith acquiesce & discharge
the said Josiah Joins & Jethro Joins their heirs and assigns themselves
therewith fully and entirely satisfied and contented. The S^r Joshua Miniard
hath given granted bargained sold aliene released enfranchised set over
delivered and confirmed & by these presents doth give grant bargain sell aliene
enfranchise set over deliver and confirm unto the S^r Josiah Joins & Jethro Joins

and to their heirs and assigns for ever. All that plantation meadow tract & parcel
of land whereon the said Joshua Miniard now lives situated lying & being in
the County of Southampton aforesaid adjoining Black Creek Swamp containing
by estimation one hundred and sixty five acres be the same now or late
bounded and described as by the deeds for the same is expressed and being
all the lands in the possession or seign of the S^r Joshua Miniard And all the
houses out houses edifices buildings roads ways water water courses profits
common rights husbandry appurtenances whatsoever to the same belonging
or in any wise appertaining and the reversion & reversions remainder &
remainders with issues & profits thereof and all the estate right title interest
of the said Josiah Joins & Jethro Joins their heirs and assigns of in or to the
same in every part or parcel thereof Also my eight negroes Vizt
Mingo, Bice, Dick, Ted, Demar, Amos, Esther & Chitty And all stock
of horse cattle hogs & sheep my household & kitchen furniture plantation
implements crop now growing and all my estate of every kind To have
& to hold the said plantation meadow tract & parcel of ~~land~~ hundred
& sixty five acres of land & premises with all & every the appurtenances as
aforesaid with all and every the said granted negroes goods & chattels unto
them the said Josiah Joins & Jethro Joins & to their heirs & assigns

assign for ever To the only proper use and behoof of them the said Josiah
Joim and Jethro Joim and to their heirs and assigns for ever. And the said
Joshua Minard for himself his heirs executors administrators & assigns
the said plantation messuage tract and parcel of one hundred & sixty five
acres of land bee the same more or less and premises with the appurtenances
as aforesaid together with all the said granted messuage goods chattels & effects
unto them the said Josiah Joim and Jethro Joim and to their heirs & assigns
forever against him the said Joshua Minard & against his heirs executors
administrators and assigns and against all and every other person or
persons whatsoever claiming or demanding the same or any part, parcel
individual article or part thereof, shall and will warrant & forever defend
by these presents; In witness whereof the said Joshua Minard hath
hereunto set his hand and affixed his seal the day & year above written

Signed Sealed & delivered

in the presence of us

Pesley Barrett

John Moore

Wiley Griffin

Joshua Minard LS 2

Received this tenth day of July 1797 of the within
named Josiah Joim & Jethro Joim the sum of five shillings current money of
Virginia being the consideration money within mentioned to be now paid, also their
bond for the further consideration within mentioned

Joshua Minard

Witness

Wiley Griffin

Pesley Barrett

John Moore

of July 1797.

This Indenture and the receipt thereon endorsed are proved by
the oaths of Wiley Griffin Pesley Barrett & John Moore the witnesses thereto &
ordered to be recorded

A true Copy to be

Samuel Kello LS

Samuel Kello LS

Samuel Kello
to
his house
1
copy

11
James Scheels bond for
Dennis.

July 1804

James Scheels
Dennis
July 1804

Know all men by these presents that we James Schell and John
Wright are held and firmly bound unto
Robert Goodwyn Sam Calcut Sam Blunt & Benjamin W
Johnston & their successors in the just and full sum of ~~three~~
hundred and fifty ^{eight} ~~thirty four~~ cents
dollars, to which payment well and truly to
be made we bind our selves and each of us and each of our heirs
executors and administrators jointly and severally firmly by these
presents sealed with our seals and dated this 20 day July

1867

The condition of this obligation is such that whereas
Dennis a negro man held in slavery by the said James Schell hath
petitioned the county court of Ston for leave to sue in forma pau-
peris for the recovery of his freedom and hath been committed
to the custody of the Sheriff now if the said James Schell
shall suffer the said Dennis to appear at Court to prosecute
the said suit & shall have him forth coming to answer the
judgment of the Court then this obligation to be void or
to remain in full force

Sam Kello

James Schell Seal
John Wright Seal

Joiner & 10
to Bond
Gov^r

know all men by these presents that we Nathans Loring,
James Jones & (and Jeremiah Cobb

are held and firmly bound unto
John Tyler Esq. Governor of the Commonwealth of Virginia
in the sum of Three thousand dollars
to be paid unto the said John Tyler Esq. Governor as aforesaid
or his Successors, we bind ourselves our heirs, executors or
administrators jointly and severally firmly by these presents,
sealed with our seals and dated this 25th day of
June — 1809.

The condition of the above obligation is such that, whereas there hath been a suit in chancery instituted in the County Court of Southampton by Mingo, Joyce, & others, Henry and

being in forma Pauperis against James Sebell
 & Jethro Innes for the recovery of their freedom, (and
 the said William Innes and James Innes
 being desirous of keeping the said negroes in their possession
 untill the decision of the said suit in chancery,

Now if the said William Smith and James Jones shall have the said Mingo, Joyce, Esther, Henry and

forthcoming and in all things to abide and answer the
Judgment of the said County Court of Southampton, then
this obligation to be void, otherwise to remain in full
force Virtue
William Joyner Esq

Signed, Sealed & Delivered
in the presence of
Harrison Minton

Hammer Minton

William Joyner

James Jones — (Ead)

Genl. C. B.