To the honorable Hugh L White & John Overton Esquires Judges of the Court of Errors and appeals sitting in Equity for the second circuit

Humbly complaining shewith unto your honors your orator Miles Cunningham a citizen of Blount County within said circuit that about the 6th day of March in the year 1813 a certain Banner Shields of the County of Blount bargained and sold to certain Reuben Cherles of said County a negro fellow by the name of Stanley which the said Banner represented to be a slave for life and the said Reuben agreed to pay for said negro the sum of two hundred and fifty dollars to be paid on or before the tenth day of August next ensuing said 6th of March and for which the said Reuben was to give the said Banner a Bond with security

Your orator further states that the said Reuben then was possessed of considerable property both real and personal in the County of Blount which the said Banner well knew

Your orator further states that the said Reuben applied to your orator to enter into a Bond to the said Shields for said sum as the security of said Reuben which your orator declined, unless said Reuben would procure another good one and that after your orator had so refused the said Banner being informed of your orators refusal to bind himself as security for said Reuben for said sum to said Banner applied to several persons of considerable property in the neighbourhood of your orators residence to become the security of said Reuben stating all he wished was to cause your orator to be bound as security for said sum that he might have an opportunity to compel your orator to pay the sum above mentioned to said Banner

as thereby the said Banner would vent his ill will on your orator and after the said Banner had applied to one Jonathan Rippitt of said County to be one of the securities of ~~your orator~~ said Reuben to defraud your orator and offered to enter into a Bond not to compel said Rippitt to pay one cent and after said Rippitt had declined to do so the said Banner applied to one Samuel Harris of Blount County and made as to your orator a secret agreement with said Harris that he should become one of the securities of said Reuben in a bond for the price of said negro and that your orator should thereby be induced to become one of said Rubens securities and your orator charges expressly that before the making said Bond it was expressly agreed by and between the said Banner and the said Harris that the said Harris should never pay one cent to said Banner in consequence of said Bond

Your orator further charges that he was induced knowing said Harris to be very ~~good~~ ~~and~~ able to pay said sum to enter into said Bond as one of the securities ~~of~~ for said Reuben, said sum without any knowledge of the fraudulent agreement before stated between said Banner and said Harris and at the request of said Banner

Your orator further charges that the said negro was not a slave for life but on the contrary would in a year or two after said sale of him be entitled to his freedom and said Banner bound by the will of his said Banners Father to emancipate him as your orator has been informed and believes

Your orator further states that after the money became due for which he was bound by said bond as one of the securities of said Reuben he said Banner instituted a suit in the circuit Court ~~Court~~ of Blount County on said Bond against said Reuben your orator and said Harris and at the January

Term of said Court last recovered a Judgment against your orator the said Reuben and the said Harris for the sum of about two hundred and sixty four dollars besides costs

Your orator further states that at the time of the trial in the circuit Court the said Banner and the said Harris had so managed as to keep the agreement that said Harris should only nominally be a security in said Bond entirely secret or unknown to your orator and he was called as one of the Jury on said trial and supposing the debt was a just one gave a verdict for the Plaintiff as one of the Jury

Your orator further charges that after suit was brought by said Banner the said Reuben was as your orator believes compelled to leave the Country for his crimes and left in the Country no means of paying said debt or any part thereof and that it is designed by the said Banner and the said Harris to compel your orator to pay the whole of said debt & costs when your orator is advised owing to the fraud of the said Banner and the said Harris he in Equity is not bound to pay any part of said debt or costs and that the said Banner and said Reuben ought to be left to settle the business as they can

Your orator prays that the said Banner Sheets and the said Samuel Harris may be made parties to this his bill with apt words to charge them too

In tender consideration whereof ~~the your orator~~ prays and for as much as your orator is only relievable in this Court where frauds and oppressions are relieved against to the end therefore that the said Banner and

Shields and the said Samuel Harris full true and perfect answer make to all and singular the premises aforesaid as fully as if the same was herein again repeated and they particularly thereto interrogated and more especially if the matters and things herein before stated are not true

Your orator prays that your honors may decree ~~and~~ that the said Banner may be perpetually enjoined from proceeding under or by virtue of said judgment against your orator and that if your orator has mistaken his relief your honors will grant to him such other and further relief as is suitable to his case Your orator prays your honors to grant writs of injunction and subpoenas as the law directs &c

E Parsons atty

State of Tennessee
Knox County } This 11th day of October 1814 personally appeared Miles Cunningham before me Hugh L White one of the judges of the court of errors and appeals in said State and made oath the matters and things contained in the within and foregoing Bill of complaint are true to the best of his knowledge ~~Sworn and subscribed the day & date above written~~

his
Miles ✗ Cunningham
mark

Sworn to and subscribed
Before me
H L White

~~To the Clerk of the Supreme Court for the Second Circuit~~

Let a writ of injunction issue upon taking the usual security for judgt. & costs and interest

H L White
One of the judges &c

13 3/4 copy sheet

Pursuant to a commission from the honorable the Supreme Court of Errors & Appeals directed to two Justices of the Peace of the County of Blount or to any one of them in a matter of controversy in said Court depending in Equity wherein Miles Cunningham is Complainant and Benner Shields & Samuel Harris are defendants I have caused to come before me at the house of Jesse Wallace in the Town of Maryville on the 2nd day of Sept.r 1845 between the hours of twelve and four the witnesses who have been herein after examined viz

Jonathan Sappet a witness of fifty years of age in presence of the parties deposeth & saith as follows to wit

That Mr Shields made application to me for to be security for Reubin Charles with Miles Cunningham for two hundred & fifty Dollars the price of a Negro I made this reply that I had refused being security repeatedly Mr Shields made application again and said if I would it would much oblige him ~~I told h.~~ he (Shields) said he believed Reubin Charles or some of his connections had the negroe I told him I believed they had myself I still denyd being security I disliked Charles & his connections & told Shields if I was security I would have at least to one half of the debt

Mr Shields replied if I would be security he would give me an undemnified bond if I requested
I told him I would be very fond to oblige him that
I would not promise him then but I would meet
him in Maryville on the day that Mr Shields
& Reuben Charles had appointed to meet
I came to Maryville the day that Shields told me
& met with Mr Shield My reasons for not being
security was I had studied the matter over &
I thought I should be safe if I had an undem-
nified bond but I thought that would not relieve
the other security perhaps he might enter because
I did I might reflect on me I have the bustin
given by Charles with Miles Cunningham and
Samuel Harris securities

Question by the Plaintiffs Attorney
Did Samuel Harris know any thing of
Shields offering you a bond to indemnify
you Answer I don't know as he did
By the same. Did Shields tell you unless you
or some good man was security Cunningham
would not be Answer I believe he did to
the best of my knowledge

By the same. Did Harris hear you and Shields
talk of Shields wishing you to be security
Answer I do not know that he did

By the same. Did Harris ask you on what
terms Shields wanted you to be security
Answer he did some time after the bond
was given how long I don't recollect it was
a short time afterwards I replied to Harris

the terms exactly as Shields proposed & as stated before in this deposition

By the same Did Shields at any time state to you that Harris was security on the terms ~~you~~ ~~proposed~~ he Shields proposed to you or any thing to that effect

Answer I dont know as he did In the conversation with Shields at Sterlings Mr Shields said if they had confessed judgement he would not have exacted so light upon them he gave as a reason if they had confessed judgement at the first Court perhaps would have got his pay of Charles

By the same Did you ever ask of Samuel Harris was not security on the terms Shields says you to be

Answer I think I did that day at Sterlings but I do not know that he gave me an answer

By the same Did you tell Shields he would sacrifice his word and honour if he did make Harris pay ~~and what did he say~~

Answer. I did If he made the same bargain with Mr Harris he proposed to me Shields said if Harris had confessed judgement at the first Court he would not have made him pay any thing

Question by Shields one of the Defendents

Did I ever ask you but once to be security for Reuben Charles

Answer I dont know as you did

By the same

Did you not agree to be security by me giveing you an indemnifying bond

Answer I did not but said I would consider on it & give you an answer the day they ware to meet in Maryville

By the same

Was it not on the same day that I applid to you to be security that I made the sale to Reuben Charls

Answer Mr Shield told me so

By the same

When I applid to you to be security did you not tell me that Reuben Charls would not give good security, ~~& if he did not~~ you would upon the condition of me giveing an indemnifying bond

Answer I did not to my knowledge

By the same

Where ware we when I applyd to you to be security for Charls

Answer To the best of my knowledge it was on my own plantation

Question by Harris one of the Defendants

Did you ever understand from Mr Shields that the negroe he Shields sold to Reuben Charls was in any future time to be free

Answer I had often heard Mr Shields say the negroe was to be free

Question by Shields one of the Defendants

Upon what terms did you understand the negroe was to be free

Answer On the terms of your Fathers Will as you said

Question by Cunninghams Attorney

At what time did you understan the Negroe was to be free

Answer to the best of my knowledge at the age of thirty one or two years as I understood from Shields And farther this Deponant saith not

Joseph Alexander a witness aged forty four years after being duly sworn deposeth an saith the Parties present (Mr Shields one of the Defendants objects to the examination of this witness on the ground that he has no Attorney present and that he had no notice this witness was to be examined) in answer to the following questions by the complainant

Question to

Attorney Did Banner Shields ever tell you that Negroe Charles was to be free at the age of thirty one or two years

Answer He did to the best of my knowledge

And farther this Deponent saith not

Geo Alexander

his

George Poulston a witness aged twenty five
Deposeth and saith the parties being present
and after having been duly sworn In answer
to the following question by the complainant

Did you ever hear Banner Shield say that
Samuel Harris was not to be accountable to him as the
security of Reuben Charles that his having signed
the note was in confidance in him (Shields) or
any words to that effect

Answer I went with Mr Harris to Shields
own house Mr Harris then told Shields that what
he had then done was through confidance that
he had placed in him Shields It was to befriend
him in what he had done Shields said Harris
had befriended him much and if he had not the at once
him with the Gallows he would not have done as he did

Question by Samuel Harris one of the Defendants
Did you not understand the conversation which
you heard between Shields and Harris was relative to
Harris's being security for Reuben Charles on
a note for the price of a negro

Answer. I did

By the same Did you hear Banner Shields tell
Samuel Harris at the same time that he Shields
would stay the judgment he had obtained against
Harris and Cunningham if that act would not
render the judgment said against both

Answer. I did

Question by Shields one of the Defendants
How did you understand by the conversation
between Harness and me that it was relative to
Harness being security for the price of a Negro

Answer I understood from Shields own mouth
that it was for the price of a Negro Reuben
Charls had bought from him Shields

By the same At what time did you hear me
say so

Answer At the same time the above
conversation took place
And further this Deponant saith not

Jerry Rowlett

Thomas Wier a Witness aged forty after being
duly sworn the parties being present Deposeth
and saith (Shields objects as above) In answer
to the following question by the complainants
Attorney Did you ever hear Banner Shields say
that Negro Charls was to be free at any future
time and if so at what time

Answer I heard Banner Shields saying that
when a sale was made or making of the Negroes
one of his brothers said to him if he would
take Charls he would take Bob and this would
fill up the sale and I understood they ~~were~~
had agreed to set the Negros free but at what
time I do not recollect likewise he Shields told
me that it was free choice with them to set
any of them free if Charls did not behave
better he would set him free And further this

this Deponent saith not

No. 29 Wed

William Harris a witness aged thirty seven having been first duly sworn in the presence of the parties deposeth and saith (Shield objects as above). That he heard Banner Shields say that Negro Charls was to be free if he behaved himself and also at another time he Shields said he would sell the Negro to Reuben Charls if he thought Charls was able to pay him or give security and ask^d me if I thought he could

Question by the complainants Attorney
What was Negro Charls worth provided he had been a slave for life
Answer I think the Negro was worth four hundred & fifty dollars
And further this deponent saith not

Wm Harris

John B Cusick a witness aged forty two years who being first duly sworn in presence of the parties deposeth and saith (Shield objects against this) That some time (as I understood) before the sale of the Negro to Reuben Charls he Shields said he would sell the Negro for two hundred and fifty dollars and that he was to be free in two years and one half

Question by the complainants Attorney
How much do you believe ye Negro was worth if he had been a slave for life
Answer He appeared like he might be worth five hundred dollars

And further this deponent saith not

John B Cooper

James McCallon a witness aged twenty eight years being first duly sworn in presence of the parties (Shields objects as above) Deposeth and saith That he heard Mr Harris say he did not want his wife to know that he was security for Charls I think Mr Shields said she should not know it from him also the same evening of the sale when Doctor Garth was reading the bill of sale Miles Cunningham swore by his maker that Shield had sold himself by selling a free negro Shields replyd he was to be free but he wish'd to God he would get Charls him and mak him a slave for life

And further the deponent saith not

James McCallon

David Cunningham a witness thirty nine years of age being first duly sworn touching his interest in the cause and afterwards sworn in chief to give evidence deposeth and saith that in presence of the complainant and Samuel Harris one of the defendants the defendant Shields being absent altho he Shields was told Cunningham would be sworn as a witness on the cause

That Banner Shields frequently proposed selling the negro Charls to me before he sold him to Rheubein Charls I refusd to buy him from Mr Shields own word the negro

negro was to be free in a short time but
said he Shield I wish I could sell him to some
person who would make him a slave during
life Shields wanted me to purchase the negro and
turn him down the river saying I shall sell
him and you ought as well have a bargain
as another Shields expressing himself that the negro
was to be free in about sixteen months
I asked Mr Shields if he would be willing to give
a firm bill of sale he Shields said it was hardly
worth while perhaps says he you could make
sale of him without giving a bill of sale
said I Mr Shields I will have nothing to do
with your negro and further this deponent
saith not

his
David x Cunningham
mark

State of Tennessee } I James Gillespy one
Blount County } of the Justices of the peace
for the County and State aforesaid do hereby certify that
I have diligently examined the witnesses who
have subscribed their names to the inclosed
Depositions as well on behalf of Mills Cunningham
complainant as Garner Shield and Samuel
Harsip Defendants at the house of Jesse
Wallace in the town of Maryville on the second
day of September 1845 given under
my hand and seal the day and date above

James Gillespy (Seal)

Miles Cunningham
vs
Harris & Shields
Depositions

State of Tennessee
Supreme Court } May Term 1815

The separate answer of Samuel Harris to the Bill of complaint of Reiles Cunningham exhibited in the honorable supreme Court of Appeals for the Second Circuit against this defendant and one Banner Shields

This defendant saving and reserving to himself all and all manner of advantage and benefit of exception to the many errors, and insufficiencies in said Bill contained for answer thereto or so much thereof as will be material for him to make answer unto answereth and saith that he admits it to be true that the complainant together with this defendant at the time stated entered into the Bond stated by the complainant as the security of the said Reuben Charles for the sum stated in the complainants Bill that the contract stated by the complainant to have been made between the said Charles & said Shields was made for the negro as stated in the complainants Bill

This Defendant for further answer states that some short time before the negro was sold by said Shields to said Charles that Shields came to this Defendants house and told this defendant he Shields had a negro fellow run away & that he suspected Charles or his friends for causing him to run away and solicited this defendant to go to Charles & see if Charles had land to sell and would buy the chance of said negro which this defendant at first declined stating he was not acquainted with Charles but by the pressing solicitations of said Banner did go to see Charles and tale him

this Defendant wanted to buy land & could buy a negro fellow of Shields which fellow had run away & would if he bought of Shields give said fellow in hail of the land Charles was willing to buy and stated if this Defendant did not buy of Shields to tell him Charles would buy & what day he would be in Manyville where Shields might see him Charles this Defendant returned and told Shields what had passed between this Defendant and Charles and Shields requested this Defendant to be at Manyville on that day

This Defendant states he went to Manyville the day stated and met there Shields & Charles Shields informed this Respondent he had traded with Charles that Charles was to give him two hundred and fifty dollars for the negro and was to give him security that the complainant was to be one ~~and that~~ Jonathan Tippit had agreed to be another But that he Shields was afraid ~~that~~ Tippit would fly the way and he Tippit did he wanted this Defendant to be Charles security upon which request this Defendant stated to Shields he could not be Charles security for one cent whereupon the said Shields stated he had an agreement with Tippit & that the same would be made with this Defendant if he would be security with Cunningham that Cunningham would not be security unless Charles got another that the negro would be free in a year or two and that any thing was better than nothing and that it should never injure this Defendant

and that he must not forsake him
Shields on that occasion whereupon
this Defendant stated he would see Tippet
and ascertain the agreement Shields offered
Tippet he Tippet being close by and
this Defendant immediately enquired of
Tippet what bargain ~~Tippet~~ Shields
proposed to make with him Tippet stated
Shields offered him a Bond of five hund
=red dollars conditioned that Tippet nor his
heirs should never pay one cent in conse
=quence of being Charles's security and
when this Defendant returned to Shields
and stated what Tippet said Shields said
the same was true and that this Defend
=ant should be in the same situation
Tippet was to have been in and that
he Shields could forgive his this Defendants part of the debt
This Defendant states not withstanding all
this the said Shields recovered a judgment
against this Defendant Charles & comp
=lainant as stated in the Bill and alledges that the
reason he wants money of this defend
ant is that this Defendant did not confess
a judgment the first term which this
Defendant never agreed to do
This Defendant states he believes it to be true
as stated by the complainant that Charles
left the Country under the circumstances
stated by complainant
This Defendant states, Bro Shields & Tippet said ~~thought~~ Charly
was good for the debt at the time, the contract
was made, and never expected he would pay
the money but never thought this Defendant

would be called on by Shields to pay any part of the debt or costs

This Defendant states he entered into the contract to oblige Shields & not with a view to injure any person nor for any other reason than to oblige Shields as this Defendant would not have went bondsman for anything

This Defendant denies all fraud where with he stands charged and prays that Shields may be perpetually enjoined from proceeding on said judgement against this Defendant and whatever else is right and that this Defendant may be dismissed with his reasonable costs &c

S. Harris

State of Tennessee
2nd Circuit Supreme Court of Errors & Appeals

Samuel Harris personally appeared before me John A. Gamble Deputy Clerk and Martin and being sworn saith that the facts set forth in the foregoing his answer as of his own knowledge are true and those as not of his own knowledge he believes to be true. — 23rd May 1815.

John A. Gamble
D.C.K.

Answer
Filed 23 May 1815

Mels Lemmingham
vs
Bonner Shields & Samuel Harris

This day come the parties by their attorneys and this cause coming on to be heard on the Bill answer exhibits and testimony adduced and the same being heard the substance of which testimony appears to be that on or about the 6th day of March 1813 the defendant Shields sold Charles named in the complainants bill negro Harris named for the sum of two thousand and fifty dollars that said slave had been the property of William Shields deceased the father of the defendant Shields that by his last will and testament under date of the 30th of November 1789 he devised his real and personal estate to be sold for the payment of his debts and other purposes and the surplus ~~of the~~ proceeds of the sale to be thereafter divided among his children & ~~[illegible]~~ died this life that Bonner Shields the defendant in consideration of his devised of the estate of William Shields deceased that long before the 6th day of March 1813 defendant Shields was in the possession of said slave & had been a slave for life that at the time of the sale and for some time before the ~~[illegible]~~ was absent from his master the said Shields & that this conduct it was suspected that the said slave had been seduced away and secreted by Charles that Charles and Lemmingham were intimate & Charles was well known by Harris that the slave accordingly

five Hundred Dollars That a note was executed on or
about the 6th day of March 1813 by Charles Cunningham
and ~~Thomas~~ his Security to the Defendant Shutes to secure
the payment of the said Sum of two Hundred and forty
Dollars That after the Execution of the said note
Cunningham Said to Shutes that he Shutes had persuaded
Pinkney in selling a negro for life that was Charly
to be free That after the Execution of said note
Cunningham Said the Thomas he became the Security of
Charly was that Charly had requested him to join in authority
in becoming his Security & he could not refuse him
That a Suit has been instituted against Shutes on
the warranty in the Bill of Sale given by him to
Charly for said Slave in the name of Charly in the
circuit Court of Blount County

That Shutes has said an agreement took place
between himself and his brother that they would
respectively Exonerate the Slaves which the
Got of Thus Second Pothers Estate That prior to the
6th day of March 1813 Shutes applied to Tippit to
become the Security of Charly with Cunningham for the
payment of the consideration money of said Slave
and offered at the same time to indemnify him from
the payment of any part thereof That he did
not become the Security That in aid
of Shutes & Tippit was communicated to Thomas after
the Execution of the said note That Charles at the
time the note was given & at the time the Which
the Writ was returnable to the circuit Court of Blount

county was probably solvent & had property in said County of Blount but absconded on the account of his crimes that Shields said that if Harris had confessed judgment he would not have pressed him for the money he could have made it out of Charley he also said he would not have been so urgent on him as he did had not Harris threatened him with the following that Shields collected one Monty of the money of W. Lemen from & the oath the Statement in the Bill and answer

It is ordered adjudged and decreed by the court that the complainants Bill be dismissed that the defendants go hence and that the complainant pay the costs of this cause

Clerk
Cunningham
vs
Buckthorn

The separate answer of Banner Shields to the Bill of complaint exhibited in Court of appeals for the 2d Circuit in the State of Tennessee by Miles Cunningham complainant and this respondent and Samuel Harris Defendants.

This respondant saving and reserving to himself now and at all times hereafter all manner of advantage and benefit of Exception that may be had and taken ~~to any erro~~ unto the uncertainties insufficiencies and imperfections in the said complainants said Bill of complaint contained for answer thereunto or so much thereof as this respondent is advised materially concerns him this respondent to make answer unto Answereth and saith that on the 6th day of March 1813 he was the proper owner of a male negro slave which slave ~~was a slave for life~~ was under the contract and direction of this respondant as his own proper slave ~~for life~~ that some time previous to the said 6th day of March 1813 said slave absconded from the service of this respondant and was run out of the neighbourhood as he believes with the knowledge of the said Reuben Charles named in the complainants Bill and the said Reuben Charles on the 6th day of March 1813 said slave still being out as a runaway & at a place unknown to this respondant and as he now believes then known to the said Reuben Charles the said Reuben Charles proposed purchasing said slave and offered this respondant the sum of two hundred and fifty dollars for said slave and risk geting him into his possession which sum was little more than one half the value of said slave but this respondant doubting at that time whether he would ever be able to get said slave into his possession again and believing that it would put him to much trouble and expence to do so and believing that the said Charles would prevent said slaves returning agreed with the said Reuben to take said sum of money for his right to said slave on his giving him good security to pay said sum of Money that afterwards the complainant told this respondent that the said Reuben Charles had applied to him to be his security to this respondent for said sum of two hundred & fifty dollars which he had agreed and at the same time requested this respondent to object to him in asmuch as he did not wish to be security for the said Charles unless some other security joined with him

this respondant then told the complainant to do as he pleased that he would not take the said Charles Bond for the payment of said sum of money alone at though he then might be good but that from the character of the said Charles he was not willing to trust him & that he the complainant might do as he pleased at which conversation Samuel Harris the other respondent was present and observed to this respondant that he considered the said Charles would be good for said sum of money this respondent then told the said Harris that if he Harris thought so he might be his security but that he this respondant would not trust him on which the said complainant and the said Harris agreed together that they would be the security of said Charles if he this respondent would accept them which this respondent agreed to do and shortly after wards the complainant said Samuel Harris and the said Reuben Charles give to your respondent the note or Bond stated in the complainants bill for the payment of said sum of money at the time therein appointed and this respondent positively denies that he made any agreement either express or implied with the said Harris that he should be exonerated from paying any part of the amount of said Bond or that your respondant should seek his remedy against the complainant nor was there any secret or publick agreement or understanding between them to inveigle the complainant in to be security to this respondent for said Charles, this respondant further states that the first he knew of the complainants going to become the security of the said Reuben was from the complainant himself or by his brother who told this respondant that he had agreed to become the security of the said Charles and did not state to him as falsly charged by the complainant in his Bill of complaint that he had declined becoming his said Charleses security and this respondent positively denies ever having applied to any person to be come the security of the said Charles after he understood that the complainant intended to become one of his securities nor did he apply to any person

at any time to procure the complainant to be his security for the purpose of oppressing or defrauding the complainant or compelling him to pay the amount of the consideration of said negro but on the contrary did state explicitly to the complainant that he would not credit the said Charles but he would take him the complainant as security that he the complainant knew the circumstances and character of the said Charles and he could do as he pleased this respondent further states that before he knew that the complainant was to be one of the said Charles' security in a conversation with a certain Jonathan Trippitt of and concerning the sale of the said slave to Charles this respondent stated that he doubted the solvency of said Charles in as much as he considered him a bad man and his property fluctuating and that he would be able to keep his property out of his way but that if he the said Trippitt would become the security of the said Charles in as much as he seemed to think he was good for the money and could aid him this respondent in the collection of said money that this respondant would not collect the money of said Trippitt but denies that he said that he would or intended to collect the amount thereof of said complainant he was in fact not spoken of as this ~~[illegible]~~ respondent recollects this respondant states expressly that he is not bound by the will of his Father to emancipate the slave stated in the complainants Bill but to the contrary the said will directs him to be sold for the payment of debts and other purposes this respondant admits that he instituted suit and recovered the judgment stated in the complainants Bill and was proceeding to infore the collection thereof off the said complainant said Reuben and succeed And this ~~defendant~~ respondent doth deny all manner of unlawful combination and confederacy unjustly charged against him in and by said complainants ~~said Bill of complaint~~ but that that any other matter or thing in the said complainants said Bill of complaint

contains necessary or material for this defendant to make answer unto and not herein and hereby well and sufficiently answered unto confessed or avoided traversed or denied is true all which matters and things this respondant is ready to aver maintain and prove and he prays that he may be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained and that he may have the benefit of his Judgment at Law

Banner Shields

Miles Cunningham
vs
Banner Shields

State of Tennessee
Supreme Court of Errors & Appeals
2nd Circuit

Banner Shields personally appeared before me John N. Gamble Deptty. Clk. & master in Equity for the Court aforesaid and being sworn saith that the facts set forth in the foregoing answer to the Bill of Miles Cunningham as of his own knowledge is true & those set forth as not of his own knowledge he believes to be true —

Given under my hand this 28th day of December 1814

John N. Gamble
D. Clk

Cunningham
v
Shields & Harris

This Replicant saving to himself all advantage of Exception to the separate Answer of the Defendant Shields, for Replication thereto saith his said Bill is true, certain & indubitable in this Court; that the said Answer is untrue uncertain & does not contain a sufficient Answer to the allegations of said Bill, and he prays, as in & by his said Bill he hath already prayed

Miller for Complt

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Replication to
Pleas' answer

Know all men by these presents that we Miles Cunningham, Hugh Cunningham & Andrew Cannon are held & firmly bound unto Benner Shields in the sum of eight hundred Dollars — and to be paid on Condition that the said Miles Cunningham doth with effect prosecute a Bill in Equity by him this day exhibited against Jas Shields & Saml Harris to injoin a judgment obtained in the Circuit Court of Blount County by said Shields against Benton Chiarly, Saml Harris & him the said Cunningham for two hundred & ninety four Dollars besides costs so far as respects him the said Cunningham or in case of failure that he will pay said judgment & all costs that may be awarded against either at Law or in our said Court of Equity. Witness our hands & seals this 12th day of October 1819.

Attest

John H. Gamble

his
Miles + Cunningham Seal
mark

Hugh Cunningham Seal

A. Cannon Seal

Bond

Cunningham

vs.

Shirley et al.

Banner Shields and
Samuel Harris
ads
Miles Cunningham

Fa — 2.50

Clerk Emmerson

2 subs to answer	$2.50	
2 copies of bill 13 3/4 c.s. each	6.87½	
Injunction	1.50	
4 Rules filing Bill, answers & Rep	1.00	
Bond	65	
3 sub	75	
1 Dd Pc	50	
4 continuances	1.00	
setting for hearing	25	
dissolving injunction	25	
Reviving injunction	25	
2 probates	12	
2 affi?	50	$16.14½

Clerk Brown

Recording Bill 13 3/4 copy sheets	$3.43¾	
Harris Ans 10¼ c.s.	2.56¼	
1 con. 25. 9 probates 54	79	
Rec. Rep 12½.		
Shield's ans. 14½ c.s	3.62½	
Drawing, enrolling & Recording decree 7½ c.s.	5.62½	
Dismission	25	16.29

Shff Donohoo 3 witnesses 75. 1 subpto ans. 60	1.35
Calloway 1 witness 25	25
Russell 1 witness 25	25
Witness Ebenezer Shields 6-100-2-1-100-2-1-100-2-2-100-2	26.75
Wm. Jeffrey 7-36-2-3-72-4-2-28-2	18.44
Jos. Alexander 3-80-4-2-40-2	10.55
Alex. Hart 1.32 4-2-28	5.90
Atto McCampbell	12.50
	~~$114.92½~~
Fi Fa	1.25
$112.17½	112.17½

63
62

Bill of Costs

Shields & Harris
adv
Cunningham

State of Tennessee To the Sheriff of ~~Knox~~ Blount County Greeting

You are hereby Commanded to Summon Samuel Harris personally to be and appear before the Honorable the Supreme Court of Errors & Appeals at the Court house in Knoxville on the Fourth Monday of November next then and there to answer a Bill in Equity exhibited against him & Barnabas Shields by Miles Cunningham — and this he shall in no wise Omit. and hereof then there this Subpoena

Witness Thomas Emmerson Clerk of our said Court the Fourth Monday of May 1814

Thos Emmerson by his Dep

John H. Gamble

Subpa. in Equity

Milly Cunningham
vs
Saml Harris & Co

Sp^d 31st Oct. 1814
to Novr 1814

Rec^d Novem^r 16th
1814
Charles Donohoo D. Shff

Samuel Harris
not to be found
in My County

Charles Donohoo D. Shff

State of Tennessee

To the Sheriff of Blount County Greeting

You are hereby Commanded to summon Bannon Shields personally to be and appear before the Honorable the Supreme Court of Errors and appeals at the Court House in Knoxville on the fourth Monday of November next then & there to answer a Bill in Equity exhibited against him together with Samuel Harris - by Miles Cunningham and this he shall not omit &c - and have you then there this subpoena. Witness Thomas Emmerson Clerk of said Court the fourth Monday of May 1814.

Thomas Emmerson by his Deputy

John A. Gamble

Subpa in Equity

Miles Cunningham
vs
Barnum Shields &c

Sp. 31st Oct. 1814
to Nov. 1814.

Rec'd November 16th
1814
Charles Donohoo D. Shff

Rec'd November 17th
1814
Charles Donohoo D. Shff

State of Tennessee

To Barnes Shields his Agents or Attorneys and the Sheriff of Blount County Greeting

Whereas it is represented to us by the Bill of Complaint of Miles Cunningham that he will be greatly injured by the execution of a Judgment lately made in the Circuit Court of your County in a cause wherein Barnes Shields is Plaintiff and Reuben Charles, Samuel Harris and him the said Miles Cunningham are defts and praying a Writ of Injunction until a Hearing can be had thereon in our said Court sitting as a Court of Equity by prime point of Error & Appeals. Sitting as a Court of Equity

These are therefore to Command you & every of you that you and every of the Persons before named desist from all further proceedings upon said Judgment so far as respects said Cunningham and until a Hearing can be had of the Bill of Complaint of said Cunningham in our said Court and until you hand further Order from us in the premises. Witness Thomas Emmerson Clerk of our said Court the fourth Monday of May 1814.

Thomas Emmerson by his Dep.

John A Gamble

Injunction

Miles Cunningham

vs.

Samuel Shields et al

Sep. 12th A.D. 1814 to
Nov. 1814

Rec'd 14th October 1814

D. Rupell Shff 30.

The State of Tennessee,

TO Any two Justices of Blount County GREETING:

Know ye, that we, in confidence of your prudence and fidelity, have appointed you, and do hereby give unto you, or any one of you, full power and authority to examine all Witnesses as well on behalf of Miles Cunningham ——— Complainant, as of Barnum Shields Samuel Harris — Defendant, in a matter of controversy in our *Supreme Court of Errors and Appeals for the Second Circuit* depending, on their respective corporal oaths first taken before you, or any one of you, in due form of law, (or their affirmation if of that sect called Quakers)—and that you take such their examination, and reduce them to writing, in your own hand writing, or in the hand writing of the deponent in your presence; stating in each deposition specially as near as may be the age of the deponent, the parties present, and the time and place of taking the same: and when you have so taken them you are to send the same without delay to the Clerk and Master of our said court at Knoxville, under your seal or seals distinctly certified and set forth, together with this writ.

WITNESS Thomas Emmerson Clerk and Master of our said court at office the fourth Monday of May 1815.

Tho. Emmerson by his Dep.
John A. Gamble

Dist. Ct.

Miles Cunningham

vs

Barnes Shilds &
Samuel Harris

Sep. 24th. May 1815

STATE OF TENNESSEE,

To the *SHERIFF* of Blount COUNTY, *GREETING:*

WE command you to summon Joseph Alexander Esq & Alexander Hait and Alexander Hait

personally to be and appear before the ~~justices~~ judges of our ~~county~~ supreme court ~~of pleas and quarter sessions~~, to be held for the ~~county of~~ 2nd Circuit at the court house in Knoxville on the fourth Monday of May ——— next, then and there to testify and the truth to say on behalf of Benner Shields & Samuel Harris ——— in a certain matter of controversy in said court depending, wherein Miles Cunningham is ——— Plaintiff, and said Shields & Harris are ——— Defendant, and this we shall in no wise omit under the penalty prescribed by law.

WITNESS Thomas Emmerson clerk of our said court, the 4th Monday of November in the year of our Lord 1815.

Thos Emmerson

Act
Cunningham
v.
Charles Harris

Ft. Mar 4 1815

Joseph Alexander
Alex. Hart and
Alex Hall –

Ex. on all
Charles Dorsher
Sheriff

Levied

Returned

STATE OF TENNESSEE,

TO THE *SHERIFF* OF Knox COUNTY, *GREETING*:

WE command you to summon Ebenezer Shields

personally to be and appear before the ~~justices~~ judges of our ~~county~~ supreme court of ~~pleas and quarter sessions~~ Error & appeals, to be held for ~~the county of~~ the 2d Circuit at the court house in Knoxville ~~on the Monday of~~ ~~next~~, then and there to testify and the truth to say on behalf of Barner Shields & Saml Harris in a certain matter of controversy in said court depending, wherein Miles Cunningham Plaintiff, and said Shields & Harris Defendant, and this he shall in no wise omit under the penalty prescribed by law.

WITNESS Thomas Emmerson clerk of our said court, the 4 Monday of November in the year of our Lord 1815

Th Emmerson

Lut

Cunningham

To

Shields & Mason

Dr Nov 28 1815

Asserted the
28 Novr 1815

P. Calloway Pltf

The State of Tennessee,

TO THE SHERIFF OF Blount County GREETING:

You are hereby commanded to summon Mr Jeffries — — personally to appear before the Judges of our Supreme Court of Errors and Appeals in the Second circuit at the court-house, in Knoxville on the 4th Monday of Nov next, to testify and the truth to say in a suit in Equity depending in said court between ~~Wilson~~ Cunningham — complainant and Barnes Shields & Sam. Harris — Defendant for and on behalf of the Defts and this shall not omit under the penalty prescribed by law. Witness Thos. Emmerson Clerk of our said Court at office the 4 Monday of May 1815.

John A Gamble
D Clk

Subpa.

Cunningham

vs

Shields & Harris

Executed

D. Russell Shff

Return 4 Monday in Novr 1815

by A. Gillespie Esq
Filed Sept. 30th
1815 – Tho: Immerson

The Plaintiffs Appeal from the Judgment of the Court of Quarter Sessions of the second Precinct

Depositions
Miles Cummins
vs
Banner & al
& Samuel

James & al

Fee
For taking & inclosing eight Depositions
(@ .60) $4.80

g Hans

ields

Harris

ilt

ley

Miles Cunningham } Statement Nov Rules 1815
J B
Shields & Harris

If this Bill has any object I presume it is to obtain a decree against Harris the other Respondent for one moiety of the Negroes stated in the complainants Bill the Respondent Shields insists that the complainant has no Equity in his Bill on which the Court can found a decree against him if every allegation therein contained be true

M Campbell atty
for Shields

Cunningham's Patent

vs

Shields & Harris

Cunningham
vs
Shields & Harris } May Term 1815 Statement

The Bill charges that the Defendant Shields sold negro fellow to one Reuben Charles for $250 that Charles applied to the complainant to be security for the payment of said sum which the complainant refused unless Charles could give another good & solvent man with him which Charles could not do until the Defendant Shields by making a contract with Harris induced Harris to join as security by agreeing Harris should never pay any part of the debt

2nd The Bill charges the negro was to free shortly after his sale by Shields and that Shields sold him & warranted him a slave for life

3rd That Charles was full of property when he bough the negro but for expenses had to leave the Country & left nothing to pay the debt

4th The Bill charges by the fraud and secret agreement of Harris & Shields the complainant was made security for the debt

The answer of Shields denies all material allegations in the Bill

The answer of Harris admits all except the charge of a view in Harris to defraud complainant particularly

L Parsons atty
for compl

Cunningham
v.
Shields & Harris
Statement

mpsl

Cor Delt
Wm Jeffries
Ebenezer Shields
Jo: Alexander
Alexr Hart
Alexr Hail

59
62

Miles Cuningham
v
Banner Shields
& David Harris
1815