| | |
|---|---|
| Ver: | $96.21 |
| Int — 70.91 fr 19 apl 1830 | |
| atty | $22.28 |
| Ck — | 13.50 |
| Shf — | 3 — |
| Wit | 4 — $42.78 |
| | $138.99 |

Recorded in Book F at page 44

Wm D Adams
Clerk

5-13

70.91
25.30
$96.21

Rollbk d 5 8

Lancaster

B33 R1473

Jeremiah Blackmon
bearer
vs
Darling Belk
} Debt on acpt

Recorded

McWillie & Howard
Pltffs attys

Filed 3rd October 1828
Rule posted same day

we find for the pltff seventy dollars ninety one cents with interest from March 14th 1825
F K Bonsmith
Foreman

Leave was obtained to declare in this case

200 Williams & Clinton

DECLARATION ON NOTE.—CAMDEN PRESS.

**The State of South=Carolina,** } to wit
Lancaster DISTRICT. }

Darling Belk otherwise called D. Belk was attached to answer to Jeremiah Blackmon bearer of a plea of trespass on the case, and so forth; *And whereupon*, the said Jeremiah by McWillie and Howard his Attorney~~s~~ complains *That whereas*, the said Darling ~~and one Day Caston~~ — on the fourteenth day of March in the year of our Lord one thousand eight hundred and twenty five at Lancaster Court-House in the District and State aforesaid, and within the jurisdiction of this Court, did make his certain Note in writing, commonly called a *Promissory Note*, with his own proper hand writing thereunto subscribed, bearing date the day and year lastmentioned; by which said Note, the said Darling on or before the first day of October next did promise to pay, or cause to be paid, unto ~~the said~~ John Graves or bearer ~~or order~~, the full and just sum of Seventy dollars ninety one cents with interest from the date ~~on or before the~~ thereof and the said John Graves to whom or to the bearer of the said promissory note the payment of the said sum of money therein specified was by the same note to be made after the making of the said promissory note and before the payment of the said sum of money therein specified duly assigned over and delivered the said promissory note to the said Jeremiah who thereby then and there became and was and still is the lawful bearer thereof and entitled to receive and demand payment of the said sum of money therein specified whereof the said Darling afterwards had notice by reason whereof, and by force of the statute in such case made and provided, and made of force in this State; the said Darling became liable to pay to the said Jeremiah bearer the sum of money in the said *Note* specified according to the tenor and effect of the said Note: And being so liable, the said Darling afterwards, to *wit*, the thirtieth day of September in the year of our Lord one thousand eight hundred & twenty six ~~The same day and year lastmentioned~~, at Lancaster Court-House aforesaid and within the jurisdiction of the Court, in consideration thereof, upon himself did assume, and to the said Jeremiah then and there faithfully promised that he the said Darling would well and truly pay to the said Jeremiah the said sum of money in the said Note mentioned, according to the tenor and effect of the said Note:

Yet the said Darling his promise and assumption aforesaid, in form aforesaid, made, in no wise regarding, but contriving and fraudulently intending the said Jeremiah in this behalf, craftily and subtly to deceive and defraud, the said sum of money abovementioned, or any part thereof, to the said Jeremiah hath not paid (although oftentimes afterwards required to do so) but the same to the said Jeremiah to pay the said Darling hath hitherto altogether refused and still doth refuse; to the damage of the said Jeremiah two hundred dollars and therefore he bring~~s~~ suit, and so forth.

McWillie & Howard **Plaintiff's Attorneys**

(Copy note) On or before the first day of October next I promise to pay John Graves or bearer the sum of seventy dollars 91/100 for value recd with interest from this date March 14th 1825

$70 91 Cts

Signed Dicy Caston
D Belk

And the said Darling by William Hinton his Attorney comes & defends the wrong & Injury when &c & says that he did not promise and assume in manner & form as the said Jeremiah hath above complained thereof against him & of this he puts him self upon the Country &c —

Wm Hinton

And the Plaintiff doth so likewise

McWillie & ~~Howard~~ Pltff attys

And the said Darling by leave of the Court, for further plea says that the said Jeremiah ought not &c — Because he says that upon Action in the Court of Com. pleas at Lancaster Court House on &c — brot by the same Pltff against him for the same cause, there was a Judgment in favor of the said Darling upon Demurrer as appears by the record of the said Court — wherefore &c — he prays judg! —

Wm Hinton

And the said Plaintiff says he ought not &c ~~because~~ he says there has been No judgment on demurrer in favour of the said Darling for the same Cause of Action

McWillie & ~~Howard~~ Pltff attys

And the said Darling further ~~complains~~ shews to the court here that is a variance between the writ & declaration, the writ issuing against Dicy Caston as well as the said Darling, & the said Jonathan declares against the said Darling alone. Wherefore he prays that the said writ & declaration may be abated &c —

Wm Hinton

And the said Plaintiff says there is no variance because he was permitted by the court to discontinue as to the said Dicy

McWillie & Howard Pltff attys

Judgment

Jeremiah Blackmon
bearer vs
Darling Belk

McWillie & Howard
Deffs Attys

Spring Term 1830

Postea Judgment on Issue Tried, and Verdict for Plaintiff—Camden Press.

to which day the issue aforesaid, was

AND now at this day, to wit, the fourth Monday after the fourth Monday in March

Court-House, come the parties aforesaid, and the

continued in the Court of Common Pleas, at Lancaster

Sheriff of Lancaster District, as he has heretofore been commanded, returns, that he has summoned forty-eight good and lawful men, to be drawn by ballot, according to the directions of the Acts of the General Assembly of the said state, in such case made and provided, to be and appear before the Justices of the said State, at the Court aforesaid, to be holden at the place aforesaid on the

day aforesaid, by whom, and so forth; and who neither, and so forth; to recognize, and so forth; because as well, and so forth. And afterwards, that is to say, on the day, and at the place aforesaid, before the Justices aforesaid, come as well the said Jeremiah Blackmon, bearer

by his Attorney aforesaid, as the said Darling Belk

by his Attorney aforesaid; and the Jurors aforesaid, being demanded, some of them, to wit,

Francis K. Brummitt

come, and being drawn by ballot, according to the directions of the said Acts of the General Assembly aforesaid, and sworn of the jury aforesaid, to say the truth of the within contained, do, on their oath say, that the said Darling did promise and assume in manner and form

as the said Jeremiah

above, in his declaration has alleged against him and they assess the damages of the said Jeremiah

by reason of the nonperformance of the promises and assumptions over and above his costs and charges, by him about his suit in this behalf expended to ninety six dollars twenty one cents

THEREFORE, it is considered, that the said Jeremiah

do recover against the said Darling his

damages so found by the Jurors aforesaid; and also forty Dollars & 78 Cents — for his costs and charges aforesaid, to the said Jeremiah

by the said Court, now herewith his assent adjudged, and be the said Darling

in mercy, and so forth.

Judt. entd. up & Signed 5 May 1830

Adams

Clerk

Attys Bill of Cost

| | |
|---|---|
| Process | 4.28 |
| Declaration | 4.00 |
| 6 Sub. Writs | 6.00 |
| Special Matter & Argt | 5.00 |
| Judgt & Exon | 3.00 |
| to the Jury | 1.00 |
| | $22,28 |

Jeremiah Blackmon
vs.
Decy Carter &c } Sum pro.

We appear for the Defendants in the above case & have filed their defence with the clerk of the court —

William Clinton & Co

Deft Decy Carter promises
[illegible]

demurrer
Joinder

Jer. Blackmon
vs
Decy Carter &
D. Bell } ~~Sum~~ plea

William Clinton
Dfts atys

Decy Carters plea

Judgt. for Deft on Demurrer

Jeremiah Blackmon
versus } Sum. pro.
Dicy Caston & D Belk

And the said Dicy comes &c & says that the said Jeremiah ought not to have or maintain his aforesaid action thereof against her, because she says that at the time she signed the note mentioned in Plaintiffs process aforesaid she was Covert of William Caston her husband then living & in full life to wit on the fourteenth day of March in the year of Our Lord Eighteen hundred & twenty four at Lancaster Court aforesaid & this she is ready to verify whereupon she prays Judgment if the said Jeremiah his action aforesaid against her ought to have or maintain &c

Williams Clinton D. atys

State of South Carolina }
Lancaster District }
Dicy Caston came before me & swears to the truth of the facts above stated
Sworn to before me
30th Octo 1826
Jno McKenzie
2d

Dicy Caston

Lancaster

Jno. H. Blackmon
vs
Dicey Cotton &
D. Belk

plea

Williams Chuley
D. aty

D. Belks plea

~~Benjamin~~ Jeremiah
~~Jonathan~~ Blackmore
bearer &c
vs
Decy Carter & D Balk } Sum. pro.

And the said Darling by Williams & Clinton his attorneys comes and defends the wrong & injury when &c. & says that the said process & the matters therein contained in manner & form as set forth are not sufficient in Law for the said ~~Benjamin~~ Jeremiah to have or maintain his aforesaid action against him, & that he is not bound by law to answer the same & this he is ready to verify wherefore he prays Judgment &c. And the said Darling sets down here & shews to the court the following causes of demurrer in Law to the process of the said ~~Jonathan~~ Jeremiah, that is to say

1st That the note upon which this process is sued is indorsed to the said Jeremiah by John Graves that the said Jonathan should have sued as Indorsee & not as bearer of John Graves, as stated in the process

2d that the said ~~Jonathan~~ Jeremiah should have sued as Assignee & not as bearer of the said ~~Thomas~~ John Graves — 3d because the said Jonathan should have sued severally the said Darling & Decy Carter as the note is drawn "I promise," & should not have sued both jointly as is done in his process —

4th because the process is in other respects informal uncertain & indefinite &c

Williams & Clinton
D. attys

## STATE OF SOUTH CAROLINA.

TO John McKenzie

**B**Y virtue of a WRIT OF SUBPŒNA to you directed, and herewith shewn unto you, you are hereby required to be and appear personally before the Justices of the Court of Common Pleas, to be holden at Lancaster Court-house, on the third Monday after the fourth Monday in October last next, to testify the truth according to your knowledge, in a certain cause, now depending, and then and there to be tried between Jeremiah Blackmon Plaintiff, and Darling Belk Defendant, on the part and in behalf of the said Plaintiff

Herein fail not, on pain of Ten Pounds Proclamation Money, and the penalties that shall fall thereon.

DATED *at* Lancaster *Court-house, the* third *day of* November

*Anno Domini*, 1829

McWillie & Howard
Plff attys

## STATE OF SOUTH-CAROLINA,

TO John McKenzie

**B**Y virtue of a WRIT OF SUBPŒNA to you directed, and herewith shewn unto you, you are hereby required to be and appear personally before the Justices of the Court of Common Pleas, to be holden at Lancaster Court-house, on the fourth Monday after the fourth Monday in March last ~~next~~, to testify the truth according to your knowledge, in a certain cause, now depending, and then and there to be tried between Jeremiah Blackmon bearer Plaintiff, and Darling Belk Defendant, on the part and in behalf of the said ~~Deft~~

Herein fail not, on pain of Ten Pounds Proclamation Money, and the penalties that may fall thereon.

DATED *at* Lancaster *Court-house, the* Sixth *day of* April

*Anno Domini,* 1830

McWillie & Howard
Deft Attys

I attended two days in this case on this Sub Writ Spring Term 1830

Jno McKenzie

SUMMARY PROCESS.—CAMDEN PRESS.

# State of South-Carolina.

## TO THE HONORABLE THE ASSOCIATE JUDGES OF THE SAID STATE.

*The Humble Petition of* Jeremiah Blackman bearer of John Graves

**SHEWETH, THAT** Diry Caston & Darling Belk are ~~is~~ justly indebted unto your Petitioner in the sum of Seventy dollars ninety one cents and interest by promissary Note a copy whereof is herewith filed, and the said Diry & Darling refuses payment

**WHEREFORE** your Petitioner prays that the said Diry & Darling may be ordered, either personally or by their Attorney, to be and appear at the Court of Common Pleas, to be holden at Lancaster Court House. for Lancaster District, on the first Monday after the fourth Monday in October next, that your Honors may then and there take your Petitioners case into consideration, and grant such relief in the premises as, from the circumstances of the case, to your Honors shall seem meet.

And your Petitioner will Pray.

Ordered, that the said Diry & Darling do appear at the time and place above mentioned, to answer to the aforesaid complaint: And that they do file their defence with the Clerk of the said Court on or before the meeting of the same, and give reasonable notice to the Plaintiff or his Attorney, or judgment will be given against the said Diry & Darling by default.

Also, Ordered, That the Sheriff of the said District do serve this Process, and return it to the said Clerk, fifteen days next, before the sitting of the said Court.

Jno W. [illegible]
accepts

*WITNESS* John McKenzie Esquire Clerk of the Court of Common Pleas ~~the Honorable Elihu Hall Bay, Esquire, Senior Associate Judge of the said State~~, at Lancaster *Court-House, the* thirtieth *day of* ~~Monday after the fourth Monday in~~ September *in the year of our Lord one thousand eight hundred and* twenty-six *and in the* fifty first *year of the Sovereignty and Independence of the United States of America.*

McWillie & Howard **Plaintiff's Attorneys**

Entered in my office
4th October 1826
Jno Sims Shff

I have personally served
the defendants with
a copy each of this
process 11 Octr 1826
John Sims Shff

118 112

Lancaster

Jeremiah Blackman
bearer vs
Diry Caston
&
Darling Belk

Sum
Pro
Note
$70,91

McWillie & Howard
Plffs attys

Return proved before me
17 Octr 1826 Jn McKenzie

~~We confess Judgment
in this case for eighty
five dollars seventy one
cents with a stay on
execution till after 1st
October next. March
29th 1828~~

200

(Copy Note) On or before the first day of October
next I promise to pay Lohn Gray or bearer
the sum of seventy dollars 91/100 for value recd
with interest from this date March 12th 1825
$70 91 Cts (Signed) Diry Caston
(Sealed) D. Belk
I indorse this within note to Jeremiah Blackmon
Lohn Gray his
Mark
this 27th October 1825

I indos this within note to Jeremiah Blackmon

his
John X Graves
mark

this 27th october
1825

Jeremiah Blackmon
vs
Benj Carlton
Britteny Belk

On or Before the first day of October next I promise to pay John Graves or Bearer the sum of Seventy Dollars 91/100 For value Recd with Interest from this date March 14th 1825

$70-91

Dicy Caston
A. D. Bell

7

7091
7
4.9637
3
148911
~~206~~
15097

41.36
206

15-09
7091
8600