

Copy Bond

South Carolina
Lancaster District }

Know all men by these presents that We Uriah Blackmon & Amos Blackmon are jointly & severally held and firmly bound unto James H Witherpoon Jr. Ordinary Lancaster District in the full and just sum of one thousand & thirty-eight Dollars, good and lawful of the said State, to be paid unto the said James H Witherpoon Jr. his Successors in office, or assigns; to which payment well and truly to be made and done we bind ourselves jointly & our Heirs Executors and Administrators for the whole, and in the whole jointly & severally firmly by these presents—

Sealed with our seals and dated this Third day of February in the year of our Lord one thousand eight hundred and forty

The Condition of the above obligation is such that if the above bounden Uriah Blackmon his Heir, Executors Administrators or Assigns, shall ~~well~~ and do well and truly pay, or cause to be paid to the above named James H Witherpoon Jr. his Successors in office or Assigns, the just sum of five hundred & Nineteen Dollars in the following manner—viz. the sum of one hundred & seventy three Dollars on or before the 1st January 1841 with interest from date—And also the ^{like} sum of one hundred and seventy three ^{Dollars} on or before the 1st January 1842 with interest from date, And also the like sum of one hundred & seventy three Dollars on or before the 1st January 1843 with interest from date until paid. Then the above obligation to be void and of no effect, or else remain in full force and virtue

Sealed and delivered in

(the presence of
" Dollars witnesses
before signing & sealing)

Geo M Witherpoon

(Signed, Uriah Blackmon
Amos Blackmon
mark)

The State of South Carolina } To wit
Lancaster District } In the Common Pleas
Spring Term 1846

Uriah Blackmon the Defendant was attached to answer to James H. Witherspoon, Jr. Ordinary Lancaster District, the Plaintiff of a Plea that he do render unto him the sum of one thousand and thirty-eight Dollars which to him he owes from him unjustly detains and so forth.

Whereupon the said Plaintiff, by Witherspoon & Moore his Attorney, complains that whereas the said Defendant on the third day of February in the year of our Lord one thousand eight hundred and forty at Lancaster, to wit, at Lancaster Court House, in the District & State aforesaid, and within the jurisdiction of this Court did make his certain writing obligatory commonly called a Bond, sealed with his seal, and did then and there deliver the same with his own proper hand writing thereunto subscribed, bearing date the day and year last aforesaid, by which said writing obligatory the said Defendant acknowledged himself to be held and firmly bound unto James H. Witherspoon Jr. Ordinary, Lancaster District, (the said Plaintiff, in the full and just sum of one thousand and thirty-eight Dollars, good and lawful money of the said State, to be paid when afterwards required according to the tenor and effect of the said Bond, the said Bond being joint & several, By reason whereof the said Defendant became liable to pay or render to the said Plaintiff the sum of money in the said Bond specified according to the tenor thereof as aforesaid, yet the said Defendant not regarding his undertaking aforesaid, in form aforesaid made, the said sum of money to the said Plaintiff hath not & never paid or rendered, although often requested so to do, but the same, to the said Plaintiff to render, the said Defendant hath hitherto altogether refused and still doth neglect and refuse to the damage of the said Plaintiff two thousand Dollars; and therefore he doth bring suit, and so forth. And the said Plaintiff produces here in Court the writing obligatory aforesaid, in form aforesaid, which testifies the Debt aforesaid, in form aforesaid, the date whereof is the same day and year aforesaid and so forth.

Witherspoon & Moore
Plffs. Attys

Entered 26 Mar 1846

J Adams
Sgt

Copy left for dist
at his place of
abode 27 Mar
1846 J Adams
Sgt

Em 25
In 1
10 my 50
135

Lancaster 7/4

Spring Term 1846

James H Witherpoon

O. L. D. { Writ

in

Debt

#2000

Wich. Blackmon

Witherspoon & Moore
Plffs Atty

CC

Source proven before me
H. R. Rice
clerk

per quid
[Signature]

The State of South=Carolina.

WRIT IN DEBT.—Pegues Print.

TO ALL AND SINGULAR THE SHERIFFS OF THE SAID STATE--GREETING:

YOU, and each of you, are hereby commanded,

without delay, to attach the body

of Uriah Blackman

the Defendant wheresoever found within your and each of your respective Districts, so that you compel the said Defendant to be and appear before the Associate Judges of the said State, at the Court of Common Pleas, to be holden at Lancaster Court House, in and for the District of Lancaster on the third Monday after the fourth Monday in March next, to answer to James H. Witherspoon, Ordinary, Lancaster District, the Plaintiff.

of a Plea that the Defendant do render to the Plaintiff the sum of one thousand and eight hundred and eighty eight Dollars, which to the said Plaintiff the said Defendant owe, and from the said Plaintiff unjustly detain, to the damage of the said Plaintiff two thousand

Dollars.

And have you there This Writ, before the Clerk of the said Court, FIFTEEN DAYS next before the sitting of the said Court.

Witness,

H. R. Price

Esquire, Clerk of the Court of Common Pleas, for Lancaster District,

the 26th

day of

March

in the year of our Lord one thousand eight hundred and forty six

and in the 30th

year of the Sovereignty and Independence of the United States of America.

Witherspoon & Moore

Plaintiff's Attorney.

LANCASTER

James H. Weatherpoon
J & L D

vs

And by me

Uriah Blackmon

Weatherpoon & Moore
Plffs & Atty

Assessment #678-08
Jury #579 from
16th Nov 1846

Atty Work 4
Deeds — 4
J & Ex — 3-11 —
Clerk

W & Deed 87 1/2
Ord for Jury - 12 1/2
1 Deed - 12 1/2
Ex ments 25
Atty 1 — 25
J & Ex — 125
Recor — 150
Satisfy — 25 4-6 1/2

Mff Ent — 25
Service 100
10 miles — 50 195

And now at this day, to wit, the *Third Monday after the fourth* Monday in *October* in the year of our Lord one thousand eight hundred and *forty six* to which day the said *Uriah Blackmon* The Defendant had leave to answer to the declaration aforesaid of the said *James H Wetherspoon* (Ordinary of Lancaster District) The Plaintiff before the Justices of the

COURT OF COMMON PLEAS, at a Court to be held at *Lancaster Court House* come & the said

James H Wetherspoon by *his* Attorney, aforesaid, and pray, that the said *Uriah Blackmon* to the declaration aforesaid may answer; and the said *Uriah* though solemnly called, doth not come

nor say any thing in bar or preclusion of the action aforesaid, but hath made default; wherefore the said Plaintiff remain, against him undefended; wherefore the Plaintiff ought to recover against the said Defendant damages sustained by reason of the premises; and because the same is a liquidated demand, according to the Act of the General Assembly of the said State, in such case made and provided, it becomes unnecessary to execute a Writ of Inquiry, but only on motion to the Court, to refer the demand to the Clerk thereof, to ascertain the amount due:—and the same being so referred, the said Clerk, *H R Price Esquire* finds the amount of the principal and interest to be *six hundred & seventy eight Dollars & eight cents with interest on five hundred & nineteen Dollars from the sixteenth day of November in the Year of our Lord one thousand eight hundred & forty six.*

THEREFORE it is considered, that the said *James H Wetherspoon* do recover against the said *Uriah Blackmon* as well the said sum of *six hundred & seventy eight Dollars & eight cents, with interest on five hundred & nineteen Dollars as aforesaid* so found, as also *Twenty Dollars Thirty seven & 1/2 cts* for the costs and charges, by *him* in and about prosecuting *his* suit in this behalf expended, and to *him* by the Court with *his* assent adjudged, amounting in the whole to *Six hundred & seventy five 47/100 Dollars*

and be the said *Uriah Blackmon*—

in mercy and so forth.

Judgment Entered up & Signed & Sealed 26th Nov 1846
JH Price Clerk