

JUDGMENT ROLL

1767

BOX 686 NO. 20A

Rich^d Carter
Ap. Ro. Mar.

Debt

Debit

Copy of

to payment

Geo. Breaker

Filed 19 October 1769.

30 October 1769

Ordered for Aud^t

Autledge

Pierce

South Carolina

Know all Men by these Presents That we
 Conrad Breaker and George Breaker do hereby
 jointly bound us to Roger Penick by Payment on behalf
 of the said Province in the first full Term of Three
 Hundred Pound lawful Money of the said Pro-
 vince to be paid to the said Roger Penick by his
 certain Attorney Successors or assigns To which
 Payment we do hereby to be made some we bind
 ourselves jointly of us and every of our Heirs to be
 bound as for the whole debt in the whole jointly do
 Severally jointly by these Presents Sealed with
 our Seals and Dated the fourth Day of June
 in the Year of our said Province and seven
 Hundred and forty seven in the Tenth Year of his
 Majesty's Majesty.

The Condition of this Obligation is such that if the above
 bound Conrad Breaker do shall personally be & appear
 before the Justices of his Majesty's Court of Common Pleas
 to be held at Charleston on the first Tuesday in July next
 to answer to Richard Parker in place of Suspension the
 Cause of fact & also for Promises & Assumptions
 made by the said Conrad to the said Richard & not
 performed to his Damage Three Hundred Pound law-
 ful Money of the Province of our said Province this Obligation
 shall be void otherwise to remain in full Force & Virtue
 In Witness Whereof
 in the Presence of
 Geo. Blalock

Conrad Breaker (L)
 George Breaker (L)

1860

Received of the

Cash of
Geo. Man-

1860

Geo. Man-

1860

1860

Autu 1860

The building was destroyed by fire on
the 1st of August 1860. The loss was
estimated at \$10,000. The insurance
company paid \$8,000. The balance
of \$2,000 was paid by the
owner. The building was
rebuilt in 1861. The cost
was \$12,000. The insurance
company paid \$10,000. The
balance of \$2,000 was paid
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building was rebuilt in 1861.
The cost was \$12,000. The
insurance company paid \$10,000.
The balance of \$2,000 was
paid by the owner.

SOUTH-CAROLINA.

TH-CAROLINA. *G*EOGE the Third, by the Grace of God, of Great-Brittain, France and Ireland, KING, Defender of the Faith, and so forth. To the President-Marshal of our Province of South-Carolina, Greeting. We command you without delay to attach the Body of *Page*

Breaker

Oscar
wherever they may be found within our said Province, so that you compel them to be and
appear before Our Justices at our Court of Common Pleas, to be holden at Charlstown, on the
first Tuesday in October next, to answer to Richard Barker (A Prisoner of Roger
Bridgman's) ~~the same person as the same of the~~
~~Stagates in prison & Rogers was to provide and of there in our said province)~~
Then appear if I do that he is in our custody here Three Hundred Marks
I will satisfy of the said provided I wish to him he must show
him ~~any other~~, otherwise I do forth
And have you then and there this Writ.

WITNESS Robert Bridges Secretary of the Executive Committee

*I have been the thirty-first Day of August in the Year of Our Lord
One Thousand Seven Hundred and Sixty-Seven, and in the second Year
of Our Reign.*

Richard P. May

Carter & Co. 24. 1st
 W. } Dist. a
 Geo. Breake } AC 130
 1710 1711 1712

I have by George Breake my lawful Deputy
 served the writ in named Defendant with
 a true copy of the writ with a notice there
 on indorsed

on indorsed
 1710 1711 1712
 Geo. Breake

1710 1711 1712

And moved that he do not writ the second writ in this case (the 1st writ) until which day the said George Breaker had leave to the Declaration aforesaid to impede the then to answer us forth before the Services of our Lord the King at Charleston comes the aforesaid Richard Barker by John Rutledge his Attorney he prays that the said George Breaker to his Declaration aforesaid

may answer to the said George Breaker all that solemnly exacted did not come nor any thing in Bar or Recession of the Return aforesaid of the said Richard Barker for is but made Default by which the said Richard Barker remains against the said George Breaker therefore

Therefore it is considered that the said Richard Barker do recover against the said George Breaker his Debts

Given in Money for the Damages which he has sustained by reason of the Detention of the said Debt as for his Costs & Charges by him about the Suit in that Behalf expended to the said George Breaker

by the Court now hereof the said Court doth order that the said George Breaker in every case forth

Judgment signed 4th March 1768
J. B. - J. C. C. R.

Carter
vs
Breakey

Butler

Archina lower
'low' ready.

George Bulcher was my means to secure to Richard (noted) Apine

Major Pinckney Sheriff Marshal of the Province of raised pursuant to the 3rd of the 1st of March in such Cases as are provided & of fines in the said Provisions & the 1st of Oct. that he send in unto him Three Hundred Pounds more of the said Province which to him he owes & from him urgently demands so that where as now the said Richard by John Bulliffe his Attorney complains that where as

He the day decided on the Fourth Day of April in the Fourth Year of the Reign of our Sovereign Lord the King that now we need have no more at of his said Order by which I have explained. Conclusion on the Revision of the said Order

Resolved, that if Attachment is granted, and Comrade Breaker by the name of Comrade Breaker directed to the prison in behalf of the Province of South

Carroll in returnables before the said Magistrate, Justice at the Court of Common Pleas, was held on at 12 o'clock on the 1st Tuesday in July then next ~~being~~ ^{being}

by which said West has said Majesty commands the said Provost Marshal
to attack the Body of the said Comptroler when said he might be found within
his said Province & that he might compel him to be & appear before him

said further at his Majesty's Court of Common Pleas, to be but well made, born
in the 10th. This day in 1744 they next to answer to the said Richard for the 10th

idea of her part in the Lane & son's sale for the money's application made up by the said Lane & son to the said Richard's not performing to his damage

Three Hundred Pounds Lawful Current Money of the Province aforesaid
whereas and went afternoon and do with on the Twenty Eighth Day of May last
at Philadelphia at means was delivered before to the said John Davidson

himself promise that he might compel him to be & appear before him
said Justice at his Majesty's Court of Common Pleas, to be held at the place
on the first Thursday next to come to the said Richard for the
plea of trespass on the Case & so forth dates for from the 10th of April
made by the said Court to the said Richard not performed to his damage
Three Hundred Pounds lawful Current Money of the Province of said
whereat and went after and to wit on the twenty eighth Day of May last
at Charlston of messrs was delivered by him to the said Roger Penning
the being thereof of the Province of said to be executed in
due form of Law by virtue of which said and went the said Roger Penning
afterwards to wit on the fourth Day of June last at Charleston of said he
being there the said Penning Marshall of the said Province took & arrested the
body of the said James & the said George after and to wit on the said
fourth Day of June at Charleston in Berkeley County in the Province afore-
said another the said James & the said George & kept them in the first
of the said Roger Penning being there the said James & the said George
of said by virtue of the said writ by his said Roger Penning
only called at Bail Bonds taken with his said the said
Day of June in the fourth Year of his Majesty's High & mighty
Honourable the said James & the said George & the said Roger Penning
James Marshall of the said Province in the said year of the said

Pounds to be paid to the said Roger Pinching a his Shipps when he
 shall be returned with a petition to the said Writing Obligo
 try are written that if the said Conrad Backer should then make
 be appear before the Justice of his Majesty's Court of Common Pleas to be
 held at the said London on the first Tuesday in July then next to come
 to the said Richard and after in affirming the said Richard's father
 also for Pinching a presumption made by the said Conrad to the
 said Richard to not perform to his Father the said Richard's
 lawful demand in any of the premises aforesaid then the said
 Obligation should be paid or otherwise remain in full force &
 to the said Writing Obligatory of motion then of abatement
 and before being then to be made may appear and the said Richard in
 that with that the said may did not appear before the Justice of
 said the King of the Court of Common Pleas at the last term at which on the
 first Tuesday in July mentioned in the Condition of the said Bond a
 day to the form of effect made by Reason whereof the said Writing
 Obligatory became forfeited And the said Richard also in fact said
 that afterwards to wit on the twentieth day of September afterwards
 aforesaid the said Roger Pinching being then the overmaster of the
 premises aforesaid by the name of the within named Roger Pinching
 at the Request of the said Richard by his attorney in and out in writing
 & in the said premises of the said Richard's father's bond

ing to the form of Effect made by Reason whereof the said Writing
Obligatory became forfeited And the said Richard also in fact said
that afterwards to wit on the twentieth day of September afterwards
aforesaid the said Roger Aitching being then the over Marshal of the
Province aforesaid by the Name of the within named Roger Newbery
at the Request of the said Richard by his certain In Demand not interesting
Sealed with his Seal in the Presence of two Credible Witnesses What is to say
John Martin & Edward Kullidge & bearing Date on that Day in due Manner
according to the Form of the Statute made & made & provided & that
in this Province signed the said Writing Obligatory to the said Richard
Containing the said Sum of Three Hundred Pounds therein mentioned being
impaired & when of the said George from him had Notice by Reason of the
of the Statute in such Case made & provided & that in this Province
in Action demands to the said Richard as by force of the Statute
Law notwithstanding of the said Province to demand & have of & from the
said George Because the said Sum of Three Hundred Pounds of
the said George altho' often requires hath not received the said Sum of
the said ~~Richard~~ ^{himself} Richard to the said Roger & the said Richard & neither of them
with the allegation refused to render the same to them or either of them & still
dill refuse to render the same to the said Richard & to the said Damages Sixty
Pounds lawful Money of the said Province & thereupon has being duly refused
& when in Court produced the Writing Obligatory aforesaid & also the In & arrears

Pounds to be paid to the said Roger Pinckney a his Alrigo when he
 shall be thenceforth again with a position to the said writing Oblig
 try we demur that the said Comd Barker should be made
 be a appear before the Justice of his Majesty's Court of Common Pleas to be
 by 10m all the children in the said Tuesday in July then next to appear
 to the said Richard Barker in a plea of Surpass in the said 10m for the
 also be permitting a presumption made by the said father to the
 said Richard to not perform to his name the said 10m and
 lawful current money of the Province of said the said
 Obligation should be paid or otherwise remain in full force &
 the said the said writing Obligation of position the of abatement
 and reference being thereunto had may appear and the said Richard in
 that with that the said 10m does not appear before the father of any
 and the King of the Court of Common Pleas of the said 10m as on the
 first Tuesday in July mentioned in the said position of the said Bond as a
 ing to the form of effect made by Reason whereof the said writing
 Obligation became forfeited and the said Richard also in fact said
 that afterwards to wit on the twentieth day of September at Charles Town
 of said the said Roger Pinckney being then the said Marshal of the
 Province of said by the name of the within named Roger Pinckney
 at the Request of the said Richard by his certain In and not in writing

Obligating became forfeited And the said Richard also in fact said
 that afternoon to wit on the twentieth day of September afterwards
 appeared the said Roger. Nothing being then the overt material of the
 Promise aforesaid by the Name of the within named Roger. Now strong
 at the Request of the said Richard by his certain In Document exhibiting
 Evidence with his knowledge in the Presence of two Credible Witnesses that is to say
 John Martin & Edward Muller & bearing Date on that Day in due manner
 according to the Form of the Statute made & are made & provided & Affirmed
 in this Province signed the said Writing Obligating to the said Richard
 the said sum of Three Hundred Pounds & more mentioned being
 unpaid) Whereof the said George from him had Notice by Reading the
 of & the Statute in such Case made & provided & Affirmed in this Province
 in action & answer to the said Richard as by one of the for Certificate
 & is not material of the said Province to demand & have of & from the
 said George & whether the said sum of Three Hundred Pounds & more
 the said George altho' often requires hath not used the said sum of
 the said ~~Province~~ ^{Province} Pounds to the said Roger & the said Richard & either of them
 but hath altogether refused to render the same to them & either of them & still
 still refuses to render the same to the said Richard & to his Damages & costs
 & now lawful & pay of the said Province & therefore he brings this report
 & is in Court produces the Writing Obligating aforesaid & also the In & arrears

