

State of Florida Western Circuit
Spring Term 1867

Calhoun County to wit

William B Clark and

Eliza A Clark as administrators and administratrix of Terrell H. von deceased, Complain
of Jason Gregory, the defendant, who was
duly summoned to answer the said plain
-tiffs of a plea of trespass on the case, upon
promises: For that whereas the said defendan
-t heretofore and in the lifetime of the said
Terrell H. von on the second day of February
A D 1865 made and delivered to the said
Terrell H. von his promissory note in writing
and thereby then and there promised to pay to the
said Terrell H. von or bearer Six hundred and eighty
Eight Dollars for value received with Eight
per cent interest from date, which period
has now elapsed

2nd And whereas also the said defendant in the
lifetime of the said Terrell H. von to wit on the
the 1st day of February A D 1865 made and
delivered his certain other promissory note in
writing ^{to the said Terrell H. von} and thereby then and there promised to
pay to the said Terrell H. von or bearer the sum
of thirty two hundred and ninety five dollars
and forty six cents for value received with Eight

Eliza A. Clark as administrators and administratrix of Terrell & Son deceased, Complain
 of Jason Gregory, the defendant, who was
 duly summoned to answer the said plain-
 tiffs of a plea of trespass on the case, upon
 promises: For that whereas the said defend-
 ant heretofore and in the lifetime of the said
 Terrell & Son on the second day of February
 A.D. 1863 made and delivered to the said
 Terrell & Son this promissory note in writing
 and thereby then and there promised to pay to the
 said Terrell & Son or bearer Six hundred and eighty
 Eight Dollars for value received with Eight
 per cent interest from date, which period
 has now elapsed

2nd

And whereas also the said defendant in the
 lifetime of the said Terrell & Son, to wit on the
 thirteenth day of February A.D. 1863 made and
 delivered his certain other promissory note in
 writing ^{to the said Terrell & Son} and thereby then and there promised to
 pay to the said Terrell & Son or bearer the sum
 of thirty two hundred and ninety five dollars
 and forty six cents for value received with Eight
 per cent interest from date, which period has
 now elapsed

And whereas also the said defendant, afterwards
in the lifetime of the said Terrell & You, to wit
on the day and year aforesaid in the county aforesaid
in consideration of the premises respectively
promised the said Terrell & You to pay him the
said sums of money respectively on request

Yet the said defendant hath not as yet paid
the said several sums on any on either of them
on any part thereof to the said Terrell & You
in his lifetime on to the said plaintiffs as
administrators aforesaid since the death
of the said Terrell & You, although often
requested so to do, but to do so hath wholly
refused, and still refuses, to pay the same to
the damage of plaintiffs as administrators
aforesaid of eight thousand dollars therefore
they bring Suit And the plaintiffs bring into
court here their Letters &c

Landrum D. Dawkins
Plffs attys

cause of action Filed

And the said Defendant for plea to the said Plffs
action says that the said William B. Clark and
Elija A. Clark are not the Administrators and are
instigators of the said Terrell & You deed in
manner & form as they have in their declara-
tion alleged and of this he puts himself upon
the Country -