

Nancy Elliott & others The State of South Carolina
or. Pendleton District To George

George Elliott & others Elliott, Stephen

Elliott, Moses Elliott, Nancy Elliott, Jancy
Elliott, Susannah Elliott, Martha Elliott and Ruth Elliott
Children, heirs and devisees of Charles Elliott late of Pendleton
District deceased Greeting.

You are hereby required to appear at the Court of
Ordinary to be holden at the Court House for Pendleton
District on the second Monday in June next A. D. 1828. to
shew cause if any you can why the real Estate of Charles
Elliott deceased, situate in said District on the waters of
Big Creek, bounding by Lands belonging to Elijah
Papper, Benjamin Johnson, William Johnson and
Jeremiah Stone and containing one hundred and
fifty acres more or less, being part of a tract granted
to William Davis and Robert and purchased by the

Pendleton District Deeds 1825 to 1831
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fifty acres more or less, and purchased by the
to William Davis and Ra. and purchased by the
said Charles Elliott from James Scott & Henry Burdick
should not be divided or sold, allotting to each of you
one eighth part thereof in equal portions.

Given under my hand and seal this twelfth
day of May 1828. John Harris (L.S.) Ordinary
Pendleton District

It was suggested that the Defendants in this case
George Elliott, Stephen Elliott, More, Elliott, Martha
Elliott and Ruth Elliott all reside out of the State
Notice was issued and published eight weeks in the
Pendleton Messenger requiring them to appear &
object on or before the third Monday in July 1828.

Afterwards, to wit, on the 1st day of September
1828. It appearing that the Defendants had not
appeared according to Rule published. It was ordered
that their Consent be entered of Record.

Nancy Elliott & others, Applicants
vs.
George Elliott & others, Defendants

Summons in
Partition.

On due examination it is ordered and
decreed that the Land, described in the summons,
in partition in this case be sold by the Sheriff of
Pendleton District on the first Monday in October
next or on such other day as will be most
for the advantage of the parties, in interest on
a credit of one year for one third, Two Years for
one third, and three Years for the other third
except so much as will pay the Costs of this suit
which is to be paid in Cash. The purchaser
giving Bond with good security and a Mortgage
of the premises if deemed necessary to the Ordinary
to the payment of the purchase money.