

- P E T I T I O N . -

Georgia, Fulton County.

To the City Court of Atlanta:

The petition of W. H. Weems shows:

- 1: That A. W. Barge is a citizen of the County of Fulton.
- 2: That said A. W. Barge has injured and damaged your petitioner in the sum of five thousand (5,000.00) dollars, which damage was inflicted in the manner hereinafter set out.
- 3: That on the first day of December, 1897 the said A. W. Barge went before J. E. Estes, a Notary Public and Ex-Officio Justice of the Peace of the 731st. District, G. M. of Campbell County, Georgia, and made affidavit before said Justice of the Peace charging your petitioner with a misdemeanor. Said affidavit was clothed in the following language, to wit:

" State of Georgia,  
Campbell County.

Personally appeared before me, J. E. Estes, Notary Public and Ex-Off. J. P. in and for said County, the prosecutor, whose name is hereto subscribed, who on oath says that to the best of his knowledge and belief Henry Weems did commit the offense of a misdemeanor in said County on the 23rd day of November, 1897, and this deponent makes this affidavit that a warrant may issue for his arrest."

Signed: A. W. Barge.

Sworn to and subscribed before me this  
1st. day of December, 1897.

J. E. Estes, N. P. and Ex. Off. J. P.

- BRIEF OF EVIDENCE -

It was admitted as the pleadings set forth that a warrant was had and that there was an arrest by an officer and that the plaintiff was bound over to the Superior Court and that there was an indictment obtained and that there was a verdict of not guilty. That the copy of warrant, arrest, commitment, special presentment, verdict of not guilty are true copies of original and defendant waives certified transcript of record.

B. F. ROBERTS, Sworn for plaintiff, said:

I was acting as bailiff in 1897, of Campbell County. Barge the defendant placed a warrant in my hands against plaintiff. There were Justice of the Peace. I arrested Weems and carried him before the Justice of the Peace. Several there, I don't remember now, - Mr. Hathcock I think was present. Mr. Campbell was there and 3 or 4 others. Mr. Campbell was keeping a store right there and he went down to the trial.

When we arrived before the Justice of the Peace the case was called. He wanted to waive trial, Weems did. Well he wanted to give bond and waive trial, Weems did, and then he fixed the bond and failed to give it. The Justice told Barge he thought he would have a right to fix the bond, and he said he would like for him to make the bond \$200.00 that he didn't want him to be loose about there. The Justice of the Peace said he would have the right to fix the bond. The Justice didn't say except that he thought that the prosecutor had a right to say what the bond should be. Barge said he didn't want him loose. He was sorter afraid of him he said. He said that he was a little skittish or afraid of him. I saw no signs of Weems trying to do anything. The negro was not hard to arrest. He made no resistance at any time that I ever saw. Mr. Barge fixed the Bond. Neither of them had any lawyer at the trial before Judge Estes. I know that Mr. Barge was down at the Superior Court when there was a trial on the indictment. The ducky said if Mr. Barge would give



him ten bushels of corn that he would turn the cotton over to him. Mr. Barge said he wouldn't do it. That was before starting to jail with him. He told me to go and see Mr. Barge and say to him that if he would let him have 10 bushels of corn that he would let him have all the balance and Mr. Barge said he would <sup>not</sup> do it.

Cross Examination:

I generally remember the most of it if it is not too far off. No evidence was introduced at all at the committal Court. Mr. Barge did not testify. Weems acknowledged to taking the cotton. He admitted to the Court that he had sold a bale of cotton. I don't remember whether anything was said about that payment of rent or not. Well, all that I remember is just what Mr. Barge said as to the amount he owed. I don't know anything about it. I don't remember <sup>only</sup> what he said to me. He just come and said he had sold a bale of cotton, and he wanted to waive trial and go to the Superior Court. He was a tenant of Mr. Barges. He told me had delivered cotton to Mr. Barge. That is what I am speaking about, that is all I know, what he told me, that he owed Mr. Barge so much, but that he didn't owe but so much and that he had delivered him so many bales of cotton. That he was bare and that Mr. Barge wouldn't settle with him and he was obliged to have something to wear. He stated to the Court that he desired to waive committal. And that he didn't want to go into any trial. Mr. Barge suggested \$200.00 bond. The magistrate told Mr. Barge that he thought he had a right to say what it was. Mr. Barge suggested \$200.00. He gave no bond. I trotted about with him for 24 hours but he failed to give bond. He was committed. That is all you know about it. Mr. Barge made no effort to hinder him from giving bond in any way of my knowledge. I never heard of anything of that sort.

Re-direct examination:

By Mr. Golightly:

I carried him to jail. I put him in jail myself. Some three or four months he staid in jail.

W. H. Weems, the plaintiff sworn said:

I worked with Mr. Barge in 1897. I worked on halvers. I worked Mr. Barges horse. I had six in family. I made 14 1/2 bales of cotton and about 150 or 200 bushels of corn. I made 12 loads of corn. Between 15 and 20 bushels to the load. I was to have half of the crop, that was the contract. After I got through laying by I went up to Mr. Barges to see him to get my account adjusted, had it run up and Mr. Barge gave me a statement of my account and it was \$74.71.

I had it down in Campbell County, and it got misplaced, in some manner, I just dont remember how. My guano was \$30.00 and then when I commenced gathering my crop I hauled up to Mr. Barges gin house according to the contract between me and Mr. Barge the cotton and after I paid what I owed out there would be what remained mine on the crop after we divided the crop and I said I wanted it. Every week I carried to Mr. Barge two bales of cotton, every week I would go up and get his wagon and carry him two bales of cotton to his gin house until I got 9 bales carried and then I commenced with Mr. Barge for a settlement. And Mr. Barge did not settle with me. I then hauled two more bales of cotton and I asked him again. I went to him a half dozen times for a settlement until I had hauled 12 bales of cotton and then I asked him for a settlement, went to him a half a dozen times for a settlement but he wouldnt settle. He suggested to me to wait until I had gathered all my crop and then we would have a settlement, not to have too many settlements. I said to Mr. Barge my people has to have something to wear, they are naked. I held up my foot showing him the only shoes I had and they were not as good as these ( showing his shoes to the jury) and I said these are the only shoes I have got in the world. I said I have gathered the crop as fast as I could gather it and I said I have got to have something to live upon. Well he said I havent got time to settle. I said if you havnt got time to settle let me have my cotton seed and I will see if I cant sell some to get something to live on, that will do as well. He had in his possession my half of the seed out of 12 bales of cotton and has it except 9 bushels of seed that he let me have to feed my cow.

I tried to get him to let me have the seed so I could sell them. They were going then at 15 cents and I could have sold them and done



very well if he had let me have my seed but he kept them in his possession.

I had hauled him 12 bales of cotton and I knew he was in debt to me.

I consulted some lawyers in town as to whether I could sell one of the bales of cotton, but before that I had sued Mr. Barge for a settlement, tried to get a settlement out of him, I had sued him for a settlement and that was tried the first Saturday in December. That was before he sued out the warrant against me. When I consulted the lawyers to see whether I would be correct they told me I would have a right to sell it. I was in town and I had 3 or 4 lawyers to make the calculation and they said you are out of debt and you have a perfect right to sell it. I goes back home and I gets a man to haul it.

Mr. Powell, Oscar Powell. I got him to haul the bale of cotton, I got him to bring it to town and I sold it and I went back to Mr. Barge and I said I have sold a bale of cotton, lets have a settlement and lets see how we stand. I said if in this bale of cotton a part of it is yours you can get it and if there is nothing then we can know exactly how we stand. Mr. Barge answered and said what did you do that for. I said well Mr. Barge I told you that my people had to have something to eat and that they were naked and that my children couldn't hide their nakedness, can't do it right now, they have got on every bit of clothing they have and the only way they can get along is that my wife washes their clothes for them on Saturday nights and they put them on Sunday morning, washes their clothes after they have gone to bed, and I am obliged to have something to go upon.

Mr. Barge said there is no use to have too many settlements, one settlement will do, you gather all of your crop and haul it up and we will make a settlement. I told him I must have something to go upon.

I sold a bale of cotton and I carried the bill to him, I got the bill I told him exactly where I sold it, that I sold it at the warehouse that turns up on Madison Ave., immediately by Nelson, that I didn't name, that I didn't change my post office, that I had sold the bale of cotton, told him what it brought and that I had brought the bill to show for itself. That it had brought \$25.07 and I said I am now ready for a settlement. He said you have brought suit against me for a settlement. I said that don't make any difference, if we come to a settlement I can stop that



trial right now, that is what I told him. I got Mr. Hathcock to gin the cotton. Mr. Barge had a warrant sworn out for me. Mr. Roberts arrested me. He arrested me and carried me before Judge Estes in the Sand Town District, Campbell County, and when we got there I told Mr. Estes that I was not ready for trial and that I would waive trial and give bond and Mr. Barge put the bond at \$200.00. I could have got ten men to go on my bond, with whom I had made a trade, I had hired to Mr. O. Crabfield to live with him the next year, he would have gone on my bond. He would have gone on a fifty dollar bond. I tried to get Judge Estes to cut the bond down and I would make it and Judge Estes said to me Mr. Barge had a right to fix the bond and that was the bond he required to be fixed. They carried me to jail on the 7th of December. And Mr. Roberts came to me and asked me what I would settle this matter at. I said I worked hard on Mr. Barges place, but I says If you will go to Mr. Barge and he will give me ten bushels of corn to help me through the winter he can have the balance of the crop.

He went to Mr. Barge and told him and came back and said that he wouldnt do it. I said well Mr. Roberts, I will take my portion in jail. The next morning I went to jail and stayed there an humble prisoner in jail until the 4th day of next March. Mr. Adahold, John Adahold of Campbell County. He went on my bond. He is the Sheriff of Campbell County. I stayed there from December to March. They got a bill against me. I had a trial. Mr. Nesbit and Mr. Roane defended me. They are lawyers that live in Campbell County. I turned over 12 bales before I took off the bale. And there were 875 lbs, of seed cotton in his possession and he had my part of the cotton seed in his possession. And his part too. It brought from five and a half to 5-7/8. Every bale, all of the bales would average 440 lbs, every one of them. At 5-1/2 cents around. The corn was still in the field, hadnt been gathered. I went up to gether the corn and he told me to go back and start to pulling it. I went back and pulled it and it was 2 or 3 weeks before I could get a wagon to haul it and I didnt haul it before I went to jail. He swore that I owed him \$110.00 for provisions, in Campbell Superior Court, and \$30.00 for guano. He swore when he first got on the stand that O owed him, and then afterwards he swore that I had paid him up. Mr. Roane, one of my lawyers, got after him and he swore. Yes sir, he said on the stand that I didnt owe anything for guano or

provisions. But the only thing he claimed was damage was for my half tending the crop and that the justice gave it to him. He said upon the stand that I didnt owe him anything for provisions but that I hadnt cultivated the crop well. That was the first time I ever heard of not cultivating the crop well. It was cultivated, I had a good crop, as good as there was in Campbell County. I made 14 1/2 bales of cotton. About 30 acres or a little more than 30 acres, I had in Cultivation. About 40 in corn and cotton too. I made 150 or 200 bushels of corn. It was very poor in places, some places it was tolerable fair land and the bottoms, what I had in the bottoms in some places it didnt made nothing because it was wet all the time. But some of the corn I had was as good corn as was grown in Campbell County.

No body in the world but Mr. Barge got on the stand, except Mr. Barge when case was tried in Campbell. The judge dismissed it and said he wouldnt let such a case go to the jury. And Mr. Atkinson the Solicitor said he wouldnt prosecute such a case, and the jury found a verdict of not guilty. I got out of the crop \$25.09 and the ten bushels of corn that I used in gathering my crop and I told Mr. Barge of that. I got ten bushels of corn and one bale of cotton. When I was put in jail, the corn and fodder and things of that sort, Mr. Barge had it hauled up to his house. I did not get a shuck or a blade of fodder. The corn was worth in the field, about 45 cents, good corn. He swore that I owed him \$110.00 for provisions and \$50.00 for Guano. Yes sir, he was asked the price on the stand and he said he got from 5 1/2 to 5 3/4 and 5 and 7/8 along there. I could earn about \$12.00 per month, and get my board. Board is worth about six per month. I could get that a month for my work. Not a bit of work did I do in jail. The only work I did was to get coal and make fires around there for Mr. Adahoe, while in jail. I took sick two or three times, while in jail. I never took no doctors medicinè, I dont take that no how hardly. I took sick two or three times in jail, laying on the iron, I was not use to it. Yes sir, they put us in the iron cage every night, and I laid on iron. We had a mattress and a blanket. It was cold. There was no way, there was no fire, and then I was surrounded by iron, an iron cage, iron all over us, and we laid on iron, pretty well. In the day time we would have fire, in the night we would



have no fire. At 7 1/2 oclock we would go in the cage and stay there until morning. I have nine in family. I ought to have gotten my half of every thing. My half of part of it was 6 bales and that paid me out and over. The six bales that I was entitled to would pay the claim held by Barge against me. I owed him by his own figures \$74.71 for rations and \$50.00 for guano. That is the statement that he gave me when I laid by and went up to his house and he gave it to me with his own fist. I had paid the amount in cotton. Because he allowed me what the cotton was going at, the market price at his gin house. I gathered the crop as fast as I could. I went to work some mornings before the sun was up. I came to Atlanta and consulted two or three lawyers. I did that at the time the crop was in the field. I had brought a suit against Mr. Barge in the Justice Court before I had gathered the crop. There was about a bale or a half a bale in the field, that was all, when I filed suit in the justice Court. My reason for doing that, Mr. Barge had no papers with him. I had my papers and I told Mr. Estes, I dont deny selling the bale of cotton and I have done paid him all I owed him. I waived committal because Mr. Estes was going to be with Mr. Barge in this case. I know that because I saw it. I waived trial and they fixed the bond so I couldnt give it for the Superior Court. I made no defense whatever. I was in Campbell County when this case was tried and they got a bill against me. I know pretty well all he said on the trial. I have not stated all that he said, I cant state all he said. I told Mr. Estes if he would reduce the bond I thought I could give bond. I put up no defense in the Court at all. I come to town once and seen a lawyer to file this suit for a settlement. That is the reason it was not gathered, I entered suit for settlement, and it come off the first Saturday in December. I employed a lawyer and he did not attend the Court. They tried the case. I have got seven (7) children. Only four children big enough to work, but the oldest boy he was married. Mr. Barge simply insisted that I gather all the crop. I didnt do it. I wanted to come to a settlement so I could get my part as we were gathering the crop, that is what I wanted us to do. If he had paid my part of it up to that time, I wouldnt have refused, to gather the rest of it. I didnt refuse to gather the crop, I did not.



He wanted me to gather the balance of the crop and then come to a settlement. He wanted me to gather all the crop. After the crop was gathered he refused with me for some time for a settlement. I never asked him for a settlement or anything of that sort, since I got out of prison. I sold no cotton seed. I sold none of the cotton seed. No sir, I didnt sell anything at all because Mr. Barge had them in his own gin house and I had no control over them at all. The last cotton was gathered about the last of November. The last of November there was some cotton still in the field, a little. There was some cotton in the field in December, a little, 200 or 300 pounds. Some times it is after Christmas when they finish up in gathering in Campbell County. Sometimes they commence gathering crops the last of August. It was in the night Mr. Powell come there to get the bale, but I had told him to come the next morning. Yes sir, but understand you, I had done made arrangements with Mr. Powell to haul it the next morning and Mr. Powell wanted to make two trips with his wagon and so he come and got my cotton so as to make an other trip to town. He come there at night at my house and called me and I didnt know who it was. The cotton was hauled away at night. It was in my cotton house. I kept a key to the door, I notified Barge two or three days before that I was going to haul it away. I didnt notify him that I was going to haul it at night, I told him that I was going to sell some cotton, told him I was obliged to sell some I didnt tell him when I was going to sell it or when I were going to haul it to the gin house. Mr. Powell helped me to load the cotton. I went to town on Wednesday, I believe and then I come back and the next morning I told Mr. Barge I told him I had sold it and got the money. I didnt show him the money but I told him I had it. Mr. Powell is a white man. He lived up there at Adamsville about 3-4 of a mile from Ben Hill. I had him in Campbell County at the time of the trial. I told him to come the next morning, but he come that night as he wanted to make two trips with his wagon. About ten oclock I sold the cotton. Mr. Hathcock ginned it. He lived from Mr. Barges 300 or 400 yards. Mr. Hathcock knew that I had corn and cotton. He was right close to Mr. Barges 300 or 400 yards from him. I left with cotton about sun up and sold it about 10 oclock.

Re-re-cross examination:

Mr. Hathcocks gin, the cotton was ginned. The sale of cotton I sold was taken from the pile. It was taken from my home where I lived on Mr. Barges place. I had a bale of cotton picked out then. I hauled it from that place. I said I come back and went to Mr. Hathcock and settled up for ginning and then I went to Mr. Barges and told him I had sold the cotton.

That 12 bales and 700 lbs. of cotton, Mr. Barge had was already ginned and stored at his gin house. I fed to my cow 9 bushels of seed. Mr. Barge consented to that. The fodder was stacked up in the field. There were three stacks, 950 some odd bundles. Fodder was worth that fall, \$1.50 per hundred bundles. I did not get any of that fodder.

W. H. Hill, sworn for plaintiff.

Direct examination by Mr. Golightly:

I am a fire insurance agent.

Q. Where? A. Here with the Patillos, and have been here, nearly 9 years. My home is in Palmetto. I was the foreman of the jury that tried this case against Weems. Mr. Barge was the only witness as I remember correctly and he said that the negro had violated the contract made with him, and I think he said he had received 12 or 13 bales of cotton and sold it or that he had it at his gin house, and that he had given him credit for that at the market price, and that he had him arrested and that he owed him \$25.00 or \$50.00 maybe \$35.00.

On cross examination he was asked questions as to how much stuff he had received and the price of it and I think that run over what he owed him, \$70.00 or \$75.00 or \$74.00. Then he claimed that the negro hadnt cultivated the crop, stating that the contract had been violated. The Court asked him what the contract was in reference to that and I think his explanation was that he had to do the hauling and the selling and that when the crop was gathered and sold that he would then settle with the negro, and that the negro refused to do that and violated the contract that he had to do the hauling and that he had Mr. Powell to haul a bale of cotton to some gin, I dont remember whose, and fi-



nally He carried the bale of cotton off and sold it and that was the reason he was proceeding against him. On cross examination, I dont remember well, but I think he said \$135.00 for provisions and fertilizers and then he added up the cotton, the corn and the fodder and the shucks and there was a statement of the amount. I am not certain as to the amount but I know it was considerably over, I think over \$75.00 that he had received. I wrote the verdict in the box by the instructions of the Court, in favor of the defendant. I think he stated on the stand the Weems owed him at the time he hauled away the cotton when he first got on the stand.

E. L. Hathcock, sworn for plaintiff:

I live something like 1/4 of a mile from Mr. Barge. I ginned this bale of cotton that we have been speaking about. I was at the committal trial at the time he was carried to Court before Judge Estes. If I remember correctly there was nothing done there much except Mr. Barge announced that he was ready, or something to that effect, to go to trial. The darkey claimed that his lawyer wasnt here or something like that and that he wasnt ready and that he would waive trial. My remembrance of it, is that Mr. Estes, the Justice proposed to fix the bond at something or other about \$100.00 probably asked Mr. Barge I know it was finally fixed at \$100.00. Mr. Barge suggested \$200 bond. The Court suggested \$100.00 is my recollection and Mr. Barge said \$200.00. The Court finally fixed it at \$200.00. I was down at Fairburn at the trial as a witness. Mr. Barge had me subpoenaed as a witness for him at the Justice Court trial. And also had me as a witness in the Superior Court. I dont know that I can recollect all, I think I can give the substance of what Barge swore. Well when Mr. Barge got up on the stand he claimed that the darkey owed him I think \$99.00 or \$100.00 something like that. And then Mr. Roane he went to question him and wanted to know what provisions he got and all. The \$99.00 he claimed the Justice Court had given him on a suit that the darkey brought against him for a settlement. After the cross examination the Judge decided he owed him nothing and I believe he said he would dismiss the case. I think 12 bales in all or a little over, is what Barge swore he had gotten from the negro at the time at the time he

sold the bale of cotton. I saw the lawyers, I suppose, make a calculation. Well, the way they all figured it out he didnt owe him anything. The state had me subpoenaed at Fairburn, Mr. Barge at Estes Court. Mr. Barge put my name on the warrent. Yes sir, or had it done..

Q. You went before the Grand Jury? A. Yes sir.

I simply stated that he had a bale of cotton ginned at my place before the grand jury. Nothing more than that, I saw a statement made out by Mr. Barge that the negro had in his possession shortly before I ginned the cotton. Well, I didnt see anything only for \$70.00 odd dollars, I dont remember some \$75.00 the best of my recollection \$70.00 something. I saw a little of the negros crop around the house one day when I went after some baskets. I dont know how it looked, I suppose it was an average. 14 bales on 30 acres is an average crop taking the Country over. Some places it takes four acres to make a bale. Some of the land the negro cultivated does very well, some of it is red land, from what I saw of it. Mr. Roane the lawyer made calculation, and the Judge afterwards. They all made a calculation and it come out according to the calculation that the darkey owed him nothing when the warrant was sworn out and therefore the Court directed a verdict. It is true that Mr. Barge contended that the negro was indebted to him. That is what he said when he went on the stand. He said according to the Justice of the Peace that there was \$99.00, that in a suit brought by this man against Mr. Barge that there was a judgment rendered for \$99.00 in favor of Mr. Barge. I testified before the grand Jury. The foreman of the grand jury examined me. A Asked me questions and I answered them. Mr. Barge wasnt there I know. He didnt testify. It is true the Grand Jury without the testimony of Mr. Barge found a true bill against this negro. Mr. Barge said as far as the account was concerned for provisions and guano debt he owed him nothing but he claimed damages for not making the crop, a sorry crop. He claimed damages because he didnt make a good crop. He didnt claim that he owed him anything else, not for provisions or anything like that.



W. H. Abbott, sworn for plaintiff

I am a farmer at present, and live one fourth of a mile from Barge. I was at the trial in Campbell Superior Court. The Amount stated or claimed by Mr. Barge after being pressed was that Weems owed him about \$110.00 and for merchandise amounting to \$50.00. He stated he had gotten twelve bales of cotton from Weems. I saw the darkies crop. Well the part of the crop next to the house was very good- I will say it was fine for that year. I lived close by there and I know the land pretty well, about what quantity of land it is. I would pronounce it a good crop considering the land. My property is two miles away. I am sorry to state it but the negro made more cotton than I did or as much.

S. H. Wallace, sworn for plaintiff.

I live in this County. I live about a mile or a little over from Barge. I know the land the darkey cultivated in 1897, Mr. Barges land. That land lay in Campbell County. I saw some of the crop. I considered it a very fair crop for the land. The crop was as good as I ever saw on that land, that is for a long time, since the land has been sold. That is the cotton. The corn is very sorry most of it at the time, some time it is pretty good, some of it is very very sorry, heap of it is drowned out. My father cultivated it one year probably two years. I would consider that a good crop of cotton for the land. The corn was drowned out in the low places, and it was shaded pretty sharply, the bottoms were.

A. W. Barge, the defendant sworn.

I am a farmer. I did not go before the Grand Jury. Nor did I send any body before the Grand Jury. I was subpoenaed to go to the Superior Court. By the solicitor general. I think he was arrested on Saturday maybe, any way he was arrested, it may have been on Monday, it was some time during the week. I dont recollect exactly about any suggestion. I just stated to the justice as he asked me something about it. I told him that I seen in the Constitution that in Atlanta they generally fixed the bonds from \$200.00 to \$500.00 in similar

cases. I had nothing to do with fixing the bond. I swore it out because I thought he had taken off my cotton for something that was not due him and that he was trespassing upon my rights. He had been to me for a settlement for some time. I told him I wanted him to gather the crop up, that I would settle with him as soon as he got the crop out. When he wanted to settle, I had 6 or 7, not exceeding 8 bales of cotton then. All the rest was in the field. It would take to pick the six... bales some where in the neighborhood of \$30.00, somewhere like that. The corn was not gathered at that time. I told him I didnt know what was going to happen and that I wanted him to get the crop out. He said he wanted a settlement, that he wanted a settlement, and he wanted to sue me or something of the kind. He was to have half the crop. The contract was that I was simply to give him one half he made. Of course I was to have pay for rations and guano. He was to have one half after the expenses were paid. I could not tell how much corn and cotton he was entitled to until it was gathered. The cotton was standing in the field in the month of November, The cotton was not all gathered in the month of November. It was not gathered the 1st of December. Some of it was in January, picked out some in January. The cotton at the time it was gathered and hauled in was damaged, by the rain and weather.

I think I got the customary price for it, somewhere about one half or 3/4, something like that, less than the market value. At the time the bale of cotton was hauled away I claimed something against Weems. I claimed that he was indebted to me. I did not give consent to his hauling away bale of Cotton. I knew nothing about it. It was near about a week before I heard of it. Weems told me about it. I didnt testify until the case come on for trial in the Superior Court. I did not admit that I owed Weems. There is one fact that I want to state about that Court at Fairburn. When I was on the stand I was a little hoarse like I am today and they kept hallowing at me to speak out louder and I would be on a strain like I am now to get them to hear me. Mr. Roane asked me, I believe it was, about how much cotton it was and so on and then the judge asked me how much he owed and I told them that I had got a judgment against him, for \$99.95 and that he owed me more, some \$65.00 more \$60.00 any how.



Well, I was going to show them what I had given him credit for and what the corn and cotton that was left brought and that it brought it down to \$65.00 that he owed me.

They asked me the question about the cotton, how much it was, what I had furnished and so on. They sprung it on me. I didnt think about such a thing as that and I had to go and give it from my memory. And they asked me what cotton there was and so on and I just gave it to them as a guess work and nothing accurately, and they made the calculation in that way. I never have nor I dont admit it now. I am trying to explain about Bro. Hill, telling about how it was figured up. Mr. Hills I believe was one of them that understood it that way and some of the balance of them. I didnt admit that he didnt owe me anything. I suppose about fifty acres Weems cultivated. He had two horses. The best estimate I could get at is about 132 bushels of corn he made. There was 800 and some odd bundles I think it was of fodder. Well about 24, 24 or 25 some where alongthere, bushel of seed to the bale. Some of them weighed 440, some of them weighed a little less and some more. I think they average 425 or 430. I sold it at different prices. I think it brought from 5 to 5 1/2. He made 132 bushels of corn. It sold for 45 cents. When I swore out that warrant I expected to have him arrested. And I knew that in the event the Court bound him over that he would have to give bond to go to the Superior Court I knew that. I knew if they bound him over and he didnt give bond he would have to go to jail. He didnt first say that he thought \$100.00 bond would do I did not tell Mr. Roberts that I would like to have the bond fixed big enough to put him in. Well, I told him as I said awhile ago that I saw where the Justice Courts here in town in such cases had required such bonds, that is just the suggestion I made to him. My wife was sick the day the grand jury met. I couldnt get out that day. She died and I stayed there two weeks and never went near the Court at all. I didnt go until I went down there to the Superior Court. I knew when I went down there to testify on the stand against Weems in the Superior Court, I knew I was going down there to testify against him for a bill they got against him for I said he stole my cotton. Well, they had brought an indictment against him without my being down there, I wasnt there at all. I hadnt been before the

grand jury, I hadn't heard any person say anything about it all. I don't say that in reason I never knew it, but that I knew nothing about it. If he read it during that time I don't know it. I don't know that I did hear him read it.

I heard him read that indictment before I got on the stand. Solicitor General asked me if he owed me and I told him he did. I will tell you what I said. Mr. Roane commenced and asked me what was this for, and how much for this and tother how much he made, and he got me bothered about things and estimating, and that is the way he run it up and I told him all the time that he owed me. Yes the Judge done like this, I will state that he asked me how much was this and how much was that and got his head turned the other way. I told him that I didn't make the calculation that way. I told them that I had never had no settlement no way, that he owed me so much I knew, that I knew that I had got judgment for so much. Let me answer your question right now. You asked the question about the cotton and I wanted to answer it awhile ago. I think I may explain it. I was not keeping the account separately it all comes in a bulk. Of course I can tell by referring to my books about it. I knew this case was pending here, and I figured up to see how much the crop come to. I made the calculation, I have no calculation here. Weems got a bale of cotton. I think it was \$23.00 or \$24.00. It weighed about the same as the other bales. He said he got ten bushels of corn, I don't know how much he got. I don't know what else he got. He got 80 bushels of cotton seed that he sold to my son for a debt he owed him. He sold cotton seed to my son some time during that time, I can't tell you the date. He got 80 bushels of cotton seed and sold them to my son. He told my son he would give him 80 bushels out of the gin and I accepted the order. \$8. give him 80 bushels at the gin. Accepted it for my son. My son got the seed, he got them through me, I told him. I told him did he say that Weems said it was all right and he told me yes. Weems said nothing to me about owing my son 80 bushels of cotton seed, my son said 80 and I turned them over to my son without seeing Weems. He was owing my son and I agreed for him to take it out in seed. I am not positive that I did see Weems, but I had authority from my son to do so. I don't say that I did. Had any talk with Weems about it.



There were 80 bushels of cotton seed, a bale of cotton, 10 bushels of corn he got, I dont know what else, if he got anything else I dont know what it was. At time I sued out warrant there 12 or 13 balas of cotton at my gin, that Weems delivered there. I dont recollect whether it was 12 balas or not, I know it was some where about that.

Before the 15th of November, 1897, he had delivered 12 bales, nearly 13 to my gin and had hauled off one, and that made 13 1/2 and I had a little remnant, picking out of some cotton. He hadnt been picking very much before, his family had been picking. His family and a lot of hands picked it. I had corn gathered before Christmas It must have been in December, I gathered corn. At the time I gathered this corn Weems was in jail. I believe it was ten or eleven loads of corn. Two horse loads, It measured up I think about, it run to about 132 bushels the way I figured it. Weems people stayed there a part or piece of day at first and helped gather. Something like 4.00 or \$5.00 it would cost to haul the corn and gather it. It would cost to pull down that corn five or six dollars. I mean it would cost five or six dollars to gather and haul the corn His family I think commenced the first day and pulled a little bit and quit. I didnt furnish them anything after he got in jail. I have sold some of the crop. He was in jail all the time I was gathering the crop and he left there. I never tendered him a part of that crop. I suggested a larger bond than he had given before, the others were all bonds for \$50.00.

Closed for defendant.

W. H. Weems, recalled.

The judge appointed me counsel and I employed an other to help him. I employed two. I agreed to give them \$20.00. I give my note for it.

We agree that the within brief is a true and correct brief of the evidence adduced on the trial of the case of W. H. Weems vs. A.W. Barge therein referred to.

This July 3, 1899.

P. F. Smith, & E. R. Shropshire.  
Attys for Barge.  
Hunt & Golightly, Attys for Weems.