Asst —	$ 204 22
Int on $181 from 30 Octo 1826 }	3

Atty	$15.65	
Clerks	6.40	
Shffs	3.30	
		25.35
		$229.56

Roll 49 111

49

B28 R 1256

Lancaster

Jonathan Blackmon
bearer
vs
James Langley

Declaration in assumpsit $300

McWillie & Howard Pltffs Attys

Filed in my Office 23d. Sept 1826
Ord. for Judgment same day
Jno McKenzie
CCPl

Recorded

I assess the damages due to the plaintiff in this case to two hundred & four Dollars & twenty two Cents — with interest on One hundred & Eighty one dollars ~~with the from~~ thirtieth October 1826
Jno McKenzie
CCPl

Cofa. Issued 18 Nov
7/1826 —

Plff Admits that all the Credits in this case amount to thirty three dollars reckoning & settling all matters between them this day Aug 7th 1826
acknowledged to me A Howard

(Copy note) Thirty seven Months after date in the year 1824 I promise to pay Wm Langley or bearer two hundred dollars value received this 19 day of November 1821
Jas + Langley
Test Jas Blackmon

State of South Carolina }
Lancaster District } To wit

James Langley was attached to answer to Jonathan Blackman bearer of William Langley otherwise called Wm Langley of a plea of trespass on the case and so forth and whereupon the said Jonathan by McWillie and Howard his attorneys complains that whereas the said James on the nineteenth day of November in the year of our Lord one thousand eight hundred and twenty one at Lancaster Court House in the district and State aforesaid and within the jurisdiction of this Court did make his certain Note in Writing commonly called a promissory note bearing date the day and year aforesaid by which said note the said James by the name of Jas Langley did promise to pay or cause to be paid unto William Langley by the name of Wm Langley or bearer two hundred dollars thirty seven months after date in the year 1824 for value received, and the said William Langley to whom or to the bearer of the said promissory note the payment of the said sum of money therein specified was by the same Note to be made, after the making the said Note and before the payment of the said sum of money therein specified to wit on the nineteenth day of November in the year of our Lord one thousand eight hundred and twenty one duly delivered over the said ~~note~~ promissory note to the said Jonathan Blackman, who thereby then and there became and was and still is the lawful bearer thereof and entitled to receive and demand payment of the said sum of money therein specified whereof the said James afterward to wit on the day and year last aforesaid had notice, by reason whereof and by force of the statute in such case made and provided and made of force in this State the said James became liable to pay the said Jonathan the said sum of money in the said Note contained according to the tenor and effect of the said Note and being so liable the said James afterwards to wit on the same day and year aforesaid at the place aforesaid and within the jurisdiction aforesaid in consideration thereof upon himself did assume and to the said Jonathan then and there faithfully promised that he would well and truly pay the said Jonathan the said sum of money in the said Note mentioned according to the tenor and effect of the said Note Yet the said James his several promises and assumptions aforesaid in form aforesaid made in no wise regarding but contriving and fraudulently intending the said Jonathan in this behalf craftily and subtilely to deceive and defraud the said several sums of money above mentioned or any part thereof to the said Jonathan hath not paid except ~~thirty three~~ dollars ~~twenty five cents~~ although often times afterwards required so to do but the same to the said Jonathan to pay the said James hath hitherto altogether refused and still does refuse to the damage of the said Jonathan three hundred dollars and therefore he brings suit and so forth

McWillie & Howard
Plffs Attys

Lancaster

Johnathan Blackman
vs } Judgment
James Langley

Atty Bill

Writ	4 20
Declaration	5 36
Judgment	3 21
Execution	1.29
	$14,14
Bail	1 50
	15,64

Judg. on Writ of Enq. Dam. Assessed by Clerk.—CAREY'S Print.

Fall **Term 1826**

AND now at this day, to wit, the first Monday after the fourth Monday in Octobr in the year of our Lord one thousand eight hundred and twenty six come the said Jonathan S Blackman the Plaintiff by his Attorneys aforesaid, and prays that the James Langley the Defendant to the declaration of him the said Plaintiff may answer; and the said Defendant being solemnly called, comes not, but makes default whereby the said Plaintiff remain thereof against him undefended. Wherefore it is considered by the Court now here, that the said Plaintiff ought to recover against the said Defendant the damages by him sustained by reason of the premises: But because it is unknown to the Court what those damages are:

IT IS THEREFORE ORDERED, That the same be referred to the *Clerk*, of the said Court, to ascertain the sum actually due by the said Defendant to the said Plaintiff pursuant to the direction of the Act of the General Assembly of the said State, in such case made and provided; and the said *Clerk* thereupon having ascertained the same, and *assessed* the *Damages*, of the said Plaintiff by reason of the premises, besides his costs and charges by him expended in and about prosecuting his suit in this behalf, to two hundred and four dollars twenty two Cents

THEREFORE, It is considered by the Court now here, that the said Paintiff do recover against the said Defendant the damages so ascertained and assessed aforesaid; and also for his costs and charges aforesaid, to him by the Court now here, with his assent adjudged; which said damages, costs and charges, in the whole, amount to two hundred & 29 Dollars fifty six Cents, and be the said defendant in mercy and so forth.

Judgment entered afr & Execution
Issued 18 Nov 1826
Jn McKenzie
Esqr

twenty Seven [illegible] after date in [illegible]
1824 I promise to pay Wm Langley or
bearer two hundred Dollars Value
Resivd this 19 Day of November 1821
Test Jas Blakmore   Jas S Langley

January 3d 1825

Recd seventeen dollars fifty Cents in part of this note

his
Jonathan + Blackman
Amara Hopwood. mark

Jay 19th 1825

Recd of the within note Two dollars fifty Cents

Burrel Blackman

his
Jonathan + Blackman
mark

South Carolina
Lancaster District

Personally came Jonathan Blackmon and on oath saith that James Langley is indebted to this deponant in the sum of one hundred and twenty one dollars seventy five cents besides interest due on a note payable to William Langley or bearer

Sworn before me
Dec. 10th 1825

his
Jonathan + Blackman
mark

*Original Writ—*Faust, Print.

THE STATE OF SOUTH-CAROLINA.

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 James Langley wheresoever he may be found within your and each of your respective Districts, so that you compel him 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 first Monday after the fourth Monday in March next, to answer to Jonathan Blackman bearer of William Langley otherwise called Wm Langley of a plea of trespass on the case and so forth and also for certain promises and assumptions by the said James to the said Jonathan made and not performed to his damage three hundred 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** the Honorable* Elihu H. Bay *Esquire, Senior Associate Judge of the said State, at* Lancaster Court House *the* first *Monday after the fourth Monday in* October *in the Year of our Lord one thousand eight hundred and* twenty five *and in the* fiftieth *Year of the Sovereignty and Independence of the United States of America.*

Jno. McKenzie c.c.p.

McWillie & Howard *Plff's. Att.*