

Liber W. C. **Whereupon** the said Peter Devitt answered that he would not pay the said bill for want of Effects Which answered the said Notary having heard (att the request aforesaid) Did protest aswell against English Drawer as all others therein any wayes obliged for Change Rechange. all Costs damages and interests Suffered and to be suffered for want of payment of the said bills, All w<sup>ch</sup> was soe done and protested in London in the presence of porter Paul and John Wray witnesses and in Testimony that the same was soe Done the said publicq Notary did to a Certaine instrument of protest Subscribe his name & put to his wonted and accustomed Seale the day and yeare last abovesaid w<sup>ch</sup> said Instrument of protest is by the said Joseph here in Court produced, Yet the aforesaid Edward his promise and assumption aforesaid made Little regarding but Devising and fraudulently intending him the said Joseph in this behalfe to Defraud and Deceive The said Twenty three pounds five shillings to him the said Joseph hath not payd although he hath been often thereunto requested but doth utterly refuse to pay the same, By wch the said Joseph Eaton the whole proffit gaines and advantage w<sup>ch</sup> hee with the said Twenty three Pounds five shillings sterl If it had been paid him according to the promise of the said Edward English in that behalfe made by buying selling and Lawfully bargaineing w<sup>th</sup> the same might have had and gained is now Totally lost and deprived off Whereupon he sayth hee is Damnified & hath Damage to the Vallue of sixty pounds sterl and thereupon he bringeth his suite, And the said Joseph bringeth here unto Court aswell the said bill of Exchange as the Instrument of protest whereby the premises may the more Sufficiently appeare unto the Court in manner and forme aforesaid

And the said Edward English by Robert Ridgely his Attorney Cometh and Defendeth the force and Injury when &c<sup>a</sup> and prayeth Liberty to imparle hereunto untill next provinciall Court and it is granted unto him the same day is given to the plantiffe Likewise,

p. 473 Att w<sup>ch</sup> next Provinciall Court cometh the said partyes by their Attorneys aforesaid, and the said Edward English by his said Attorney sayth that hee did not assume and promise in manner & forme as the said Joseph above in his Declaracōn against him hath Complaind, and of this he puts himself upon the Country. Day is thereupon given to both partyes untill next Provinciall Court

**Now** here att this Day to wit the sixteenth day of November in the sixth yeare of the Dominion of the Right Hono<sup>ble</sup> Charles Lord Baltmore &c<sup>a</sup> Annoq Doni 1681 Came the said Joseph Eaton by his Attorney aforesaid and offered himself against the said Edward English in the plea aforesaid but the said Edward Came not but made Default **Therefore** It is Considered that the said Joseph Eaton Recover against the said Edward English aswell the aforesaid sume of Twenty three pounds five shillings sterling the debt aforesaid, and