

Likewise require the Said John Pettit to pay unto the Said Henry or Order the Said Sume of 4 pounds Sterling after twenty dayes of the Said bill the first and Second of the Same tenor and date not being Paid And the Said Nicholas afterwards the Day and Place aforesaid in Consideration of the Premisses did assume upon himself and to the Said Henry then and there faithfully promise that if the Said John Pettitt the Said three Bills of Exchange or any one of them Should not Accept and Pay to the Said Henry or his Order according to the Tennor of the Said Bills that hee the Said Nicholas when after the Said 20 dayes in the Said bills Mentioned Should be required the Said Sume of four pounds Sterling to the Said Henry would well and truely Content and pay and the Said Henry in fact Saith that afterwards that is to Say the 12th day of June in the year of Our Lord 1695 att London aforesaid the Said Henry by his Order and appoument did Show and offer unto the Said John Pettit the first of the Said Bills of Exchange the Second and third not being paid and did then and there require the Said John Pettitt to accept and Pay the Same according to the Contents thereof but the Said John Pettit the Said bill of Exchange So to him tendred and Showed to accept and Pay the Same according to the Contents thereof did then and there absolutely refuse and denye the Same whereupon the Said Henry Fernely the Said bill of Exchange Soe tendred Shewed and refused to be paid afterwards the Day and place Last Mentioned by Jeremiah Jenkins Notary and Tabellion Publick dwelling in London in due forme of Law according to the use of Merchants did protest as by the Said protest here ready in Court to be produced more att Large may appear And afterwards that is to Say the 20th day of March in the year 1695 [1696] being after the End of the Said twenty dayes aforesaid the Said Henry to the Said Nicholas did give Notice that the Said bills of Exchange ware refused to be accepted or Paid by the Said John Pettit according to the Contents thereof and thereon in usuall manner according to the use of Merchants protested Nevertheless the Said Nicholas his promise and assumption afforesaid not regarding but mindeing and fraudulently intending him the Said Henry in this behalfe Craftily and Subtilly to deceive and defraud the Said Sume of four pounds Sterling or any Part thereof to the Said Henry hath not paid although [482] the Said Nicholas to doe the Same by the Said Henry the day and place Last mentioned att Severall other Dayes and times was often thereunto requested but hath hitherto refuse, and Still doth refuse to the Damage of the Said Henry of Eight pounds Sterling and thereof he bringeth his Suite etc.

William Stone. John Doe, Richard Roe. Pledges.

And the Said Nicholas by Joshua Cecell his attorney comes and Defends the force and Injury when etc. and Craves Oyer of the Originall bill of Exchange and it is Shewne unto him he allso prayeth Lycnece to imparle here untill the next Court and it is granted unto him the Same time is given to the Plantiffe Likewise.

Att which day (to witt) the 26th day of September Annoque Domini 1699 here came as well the Said Henry Fernely By William Stone his attorney as the Said Nicholas Sporne by his Attorney aforesaid and the Said William Stone prayeth that the Said Nicholas Sporne by Joshua Cecell his attorney cometh and defendeth the force and Injury when etc. and Saith nothing in Barr of the action of the Said Henry Fernely Plantiffe whereby the Said Henry Fearnly remaineth against the Said Nicholas Sporne Defendant without defence.

Therefore it is Considered that the Said Henry Fernely Plantiffe recover against the Said Nicholas Sporne Defendant as well the Sume of four pounds