

November Court . . . . . 1737 . . . . . 153

as a merchant by endorsement according to the Custom of merchants made with  
his proper hand and name subscribed on the said Bill did request the aforesaid  
Isaac Milner to pay the Contents of the said bill of exchange to the aforesaid John  
Lewis or order for value of him received of which said Endorsement the said Isaac  
Milner afterwards to wit on the seventh day of December in the year aforesaid at  
London aforesaid vizt at Somerset aforesaid had notice and then and <sup>there</sup> was requested to pay  
the Contents of the said bill of exchange unto the order of the said John Lewis but the  
said Isaac after twenty days after sight of the said bill and notice as aforesaid  
refused to pay the same the second and third bill of exchange of the same tenor  
and date then and ~~there~~ still remaining unpaid wherefore the said bill of  
exchange by order of the said John Lewis was protested or caused to be protested  
upon the seventh day of January in the year aforesaid at London vizt at Somerset  
County aforesaid by means whereof the said William Kitchen according to the Custom  
of merchants aforesaid became chargeable to pay and satisfy the Contents of the  
said bill of exchange to the <sup>said</sup> John Lewis of all which the aforesaid William Kitchen  
afterwards to wit the same day year and place last mentioned had notice and  
then and there in Consideration thereof on himself did assume and to the said  
John Lewis faithfully promise that he when afterwards he should thereto be required  
he the aforesaid twenty eight pounds eight shillings sterling unto the said John  
Lewis would faithfully pay and Content Nevertheless the said William his  
promise and assumption as aforesaid in form aforesaid made nothing regarding but minding  
and fraudulently intending the said John Lewis in that part craftily and subtilly  
to deceive and defraud the said twenty eight pounds eight shillings sterling or  
any part thereof to the said John Lewis hath not paid or him for the same  
in any sort Contented but the same to him hitherto to pay or in any sort to content  
altogether hath refused and still doth refuse altho' thereto afterwards to wit the day  
and year last aforesaid at the County aforesaid and often since that time by the said John Lewis  
required whereupon he says he is the worse and damage hath to the value of forty  
pounds sterling and thereof he brings suit &c.

Pledges G. J. D. & C. B. R.