every other person or persons whome it doth or may concern all & every the said Debts & Sums of money and the said Merchandizes Wares goods Chattles & Effects of & belonging to the said Gilbert Higginson in the hands or Custody of all & every the said person & persons herein before respectively named & the respective produce of the same & all & singular other the premises by these presents Assigned or mentioned or intended to be assigned & every part & parcell thereof & in case of non payment or non delivery thereof or of any part or parcell thereof to sue commence & prosecute or cause to be sued commenced & prosecuted any Action Writ Suit or plaint Actions Writs Suits or plaints against the said Patrick Sympson Richard Lancaster & the said other person & persons herein before respectively named or other person or persons whom it doth or may Concern & thereupon to proceed to Judgment & Execution & to seize & take or cause to be seized & taken in Execution their or any or either of their respective bodies Lands tenements goods & Chattles & the same to discharge & sett at Liberty at the Will and pleasure of him the said John Taylor and also to Compound for all or any the said Debts & Sums of money or other the premises herein before mentioned & to give further or longer day or days for payment or delivery thereof or of any part thereof & on having or receiving the same or any part thereof Receipts Acquittances or Releases to give & sign & seal & deliver as the Case shall require And One or more Attorney or Attorneys under him the said John Taylor to make & substitute & at pleasure to revoke & other or Others to nominate & appoint as he shall think fit & generally to do & cause to be done all and every other Act & Acts thing & things whatsoever in about touching or Concerning the premises & the receiving & getting in the same & every or any part thereof as fully & effectually to all intents & purposes as the the said Gilbert Higginson may might or could do or cause to be done in his own person And the said Gilbert Higginson for himself his heirs Executors & Admin^rs doth covenant promise & grant to & with the said John Taylor his Executors & Admin^rs & Assigns by these presents in manner & form following (that is to say) that he the said Gilbert Higginson his Executors Admin^rs & Assigns by these presents bargained & Assigned or mentioned or intended to be bargained & Assigned or any part thereof or the said Patrick Sympson or any other person or persons above respectively named or any other person or persons from whome the same or any part thereof is or shall be due owing or coming or release discharge desist or disown any action Writ Suit or other proceedings in Law or Equity which shall be sued commenced or prosecuted by the said John Taylor his Ex^rs Admin^rs or Assigns or this their or any of their order or direction for touching or Concerning the same or any part thereof without the licence and Consent of the said John Taylor his Executors Admin^rs or Assigns for that purpose first had & obtained in Writing under his or their hand or hands & also that he the said Gilbert Higginson shall not nor will at any time hereafter revoke or make void the Authority or Power of Attorney by these presents given and granted or mentioned to be given & granted unto the said John Taylor as aforesaid And further that he the said Gilbert Higginson his Executors or Admin^rs & every of them shall & will at his or their own Costs & Charges at any time or times hereafter upon the reasonable request of the said John Taylor his Executors Admin^rs or Assigns or any of them make doe and execute or Cause to be made doe & executed all & every such further & better assigning conveying & Assuring the said premises by these presents Authorities whatsoever for the further & better assigning conveying & Assuring the said premises by these presents assigned or mentioned or intended to be assigned unto the said John Taylor his Executors Admin^rs or Assigns upon the Trusts & to the uses intents & purposes above mentioned as by the said John Taylor his Executors Admin^rs or Assigns or his or their Council Learned in the Law shall be reasonably devised or advised and required PROVIDED allways & these presents are upon this Condition and the said John Taylor for himself his Executors & Admin^rs doth covenant promise & agree to & with the said Gilbert Higginson his Executors Admin^rs & Assigns that if & in case he the said John Taller his Executors Admin^rs or Assigns or any of them shall or do together receive or recover any more of the money goods or Effects by these presents assigned than shall be sufficient to pay & satisfy the said Sum of One thousand Nine hundred pounds & Interest for which such money Goods & Effects are assigned as aforesaid together with his & their Costs Charges & expences in & about the getting in & recovering the same & otherwise relating thereto that then & in such case he the said John Taylor his Executors & Admin^rs shall & will account for answer & pay such Surplus of the said Monys Goods & Effects so by him or them to be gotten in & received unto the said Gilbert Higginson his Ex^rs Admin^rs or Assigns without fraud or deceit & also in such case shall & will upon the reasonable request & at the Costs & Charges of the said Gilbert Higginson his heirs Executors Admin^rs or Assigns cause & procure the said Recognisance to be vacated In Witness whereof the said Parties to these presents have hereunto set their hands & Seals the day & year first above written

Sealed & Delivered (being first duly stamped) in presence of
Geo: Shaw
Tho: Bennett

Gilbert Higginson (Seal)
John Taller (Seal)

Whereas William Thompson of Ratcliff Cross in the County of Middlesex Mariner & John Bell of Maryland Merchant are by their Severall & respective Bonds or Obligations severally & respectively indebted unto me the within named Gilbert Higginson in severall principall Sums of money & Interest as by such bonds & their Conditions may appear And whereas there are severall other Debts & Sums of money due and owing unto me the said Gilbert Higginson by & from the said John Bell & also by & from James Gordon Merchant Elizabeth Jones Widow & Richard Jones deceased and Capt John Carpenter all of Maryland aforesaid & whereas there were twenty four hogsheads of tobacco marked [illegible] and [illegible] and belonging to the said Gilbert Higginson shiped on board the Ship or Vessell called the New Providence (Thomas Mason Master bound for Hamburgh as by the Bill of Loading thereof dated the xx^th twentieth day of September last appears And whereas the said Gilbert Higginson am intitled to one fourth part of the Ship Gilbert which said fourth part was purchased of Robert Fagan Merchant on the name of William Thompson for the use & for the benefit of me the said Gilbert Higginson Now Know all Men by these presents that I the said Gilbert Higginson for the considerations ends & purposes within mentioned have bargained sold Assigned & sett over & by these presents do fully clearly & absolutely bargain sell assigne & sett over unto the within named John Taylor his Executors Administrators & Assigns by these presents as well all & every the said debts Sums of money now due & owing unto me the said Gilbert Higginson by & from the said William Thompson John Bell James Gordon Elizabeth Jones and John Carpenter as also the said four & twenty hogsheads of tobacco & the said fourth part of the said Ship Gilbert & all the right title Interest property claime & demand of me the said Gilbert Higginson of in & to the same & every part thereof & all the produce Benefit & advantage to be had or made thereby or by any part thereof to have hold take receive sell dispose of use detain and keep the said bargained premises & every part thereof with the Appurtenances unto the said John Taller his Ex^rs Admin^rs & Assigns as his & their own proper goods & Chattles for ever subject to the proviso or Condition within written And the said Gilbert Higginson doth hereby for himself his heirs Ex^rs & Admin^rs covenant promise & agree to & with the said John Taller his Ex^rs Admin^rs & Assigns in manner following (that is to say) that he the said Gilbert Higginson his heirs Ex^rs Admin^rs & Assigns shall & will at any time or times hereafter upon the reasonable request & at the Costs & Charges in the Law of the said John Taller his Ex^rs Admin^rs or Assigns make do & execute or cause & procure to be made done & executed all & every such further & lawfull & reasonable Acts deeds & things Conveyances & Assurances in the Law whatsoever for the better & more perfect assigning & assuring the said bargained premises & every part thereof unto the said John Taller his Ex^rs Admin^rs & Assigns as by the said John Taller his Ex^rs Admin^rs & Assigns or his or their Counsel learned in the Law shall be reasonably advised or required & the said Gilbert Higginson doth hereby for himself his heirs Ex^rs & Admin^rs covenant promise & agree to & with the said John Taller his Ex^rs Admin^rs & Assigns that he the said Gilbert Higginson his heirs Ex^rs Admin^rs & Assigns shall & will from time to time & at all times hereafter upon the reasonable request & at the Costs & Charges in the Law of the said John Taller his Ex^rs Admin^rs or Assigns sue prosecute & implead all & every person & persons whatsoever for the recovery & obtaining of the said debts Sums of money & premises & every part thereof & upon the receipt thereof or any part thereof to pay & deliver unto the said John Taller his Ex^rs Admin^rs & Assigns the same accordingly & the said Gilbert Higginson doth hereby for himself his heirs Ex^rs & Admin^rs covenant promise & agree to & with the said John Taller his Ex^rs Admin^rs & Assigns that he the said Gilbert Higginson his heirs Ex^rs Admin^rs & Assigns shall & will from time to time & at all times hereafter upon the reasonable request & at the Costs & Charges in the Law of the said John Taller his Ex^rs Admin^rs or Assigns subject all & at to ask demand receive sue for & recover of & from the said William Thompson John Bell & James Gordon & all & every other the person & persons herein before respectively named or whome else it doth or may Concern the said hereby bargained & Assigned premises & every part & parcell thereof and in Case of non payment or non delivery thereof or of any part thereof to sue Commence and prosecute or cause to be sued commenced & prosecuted any Action Writ Suit or plaint Actions Writs Suits or plaints against the said William Thompson & the said other person & persons herein before respectively named or other person or persons whom it doth or may concern & thereupon to proceed to Judgment & Execution & to seize & take or cause to be seized & taken in Execution their or any of their respective bodies Lands Tenements goods & Chattles & the same to discharge & sett at Liberty at the will & pleasure of him the said John Taylor & also to Compound for all or any the said Debts or Sums of money or other the said bargained premises & to give further or longer day or days for payment or delivery thereof or any part thereof & on having or receiving the same or any part thereof Sufficient Acquittances or releases to give & sign & seal & deliver as the Case shall require & one or more Attorney or Attorneys under him the said John Taylor to make & substitute & at pleasure to revoke & other or others to nominate & appoint as he shall think fit & generally to do & cause to be done all & every other Act & Acts thing & things whatsoever in & concerning the premises & the recovery & receipt of the same & every part thereof as fully & effectually as I the said Gilbert Higginson may might or could do or cause to be done in my own person & I do hereby for me my heirs Executors & Admin^rs covenant promise & grant to & with the said John Taylor his Executors Admin^rs & Assigns that I will not at any time hereafter revoke or make void the power of Attorney herein before mentioned or release or discharge the said bargained premises or any part thereof or release discharge discontinue & disown any Action Writ Suit & proceedings either in Law or Equity which shall be sued Commenced or prosecuted by the Direction of the said John Taylor his Ex^rs Admin^rs or Assigns for & concerning the same without his or their Consent for that purpose first had & obtained in writing under his or their hands & Seal this 26th day of November in the Seventh year of the Reign of our Sovereign Lord George by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c^a Annoque Domini 1720

In Witness whereof the said Gilbert Higginson have hereunto set my hand & Seal this 26th day of November in the Seventh year of the Reign of our Sovereign Lord George by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c^a Annoque Domini 1720

Sealed & Delivered (being first duly stampt) in the presence of
Geo: Shaw
Tho: Bennett

Gilbert Higginson (Seal)