merchants did protest ac by the said protest here ready in
Court to be produced in ord all large may appear and ter
afterward that is to say the first day of August in the year
of our Lord 1693 being after the end of the forty days do-
aforesaid the said Gab rielle to the said John did give notice
that the said bills of ex were refused to be accepted or paid
by the said Daniel Cla auson according to the contents ter
therof and thereon u pon make mand according to the
usd of merchants prot tested. Wherefore the said John ter
hereupon promised assum ten aforesaid notwithstanding but
minding and fraudulently intending him the said Gabrielle
in this behalf traffi c publickly to defraud & defraud
the said sum of 41 & eight or any part thereof to-
the said Gabrielle rate ot paid all the said John to do
the said Gabrielle by the said day and place last
mentioned and requi ed but that he hitherto refused and
do the still refuse to the damage of the said Gabrielle ter
both the and the wrong bringe the his writ
and the said John Stro mwork by George platter his ter
attorney appeared of unparled to the writ of probis tall
Court the said grant and the day given to the
pt also and the day continued to the
prisent October Court —.

Now here at this day to wit the Ten the day of October
In this xix the year of the said Mr. Craigue Cridmore & di
1695 came the said Ga vid Parrott by his attorney
aforesaid and offered him self against the said John
Stromwork who came et not either by himself or his
attorney but made de fault wherby the said Gabrielle
remained against the said John therefore it was considered
Whereupon it is Consi by the Court here that the said
Gabrielle Parrott ter ber against the said John ter
Stromwork a writ the sum of forty one pounds two
shillings & four pence sterling the debt in his bill of
Exchange aforesaid and eight pounds fifteen shillings
& eight pence sterling da mages upon the protest aforesaid
according to the ord of Assem bly and also the sum of sixteen
hundred thirty nine pounds of tobacco cost of ter
suit the defendant mitted &c —/

Gilbert Clarke ag. Daniel Harris

Mary Co. ff.
Daniel Harris late of Talbot County Mariner was
attached to answer unto Gilbert Clarke of a plea
of trespass upon the case. —
And whereupon the said Gilbert by William Dent his
attorney complaineth that whereas the said Daniel
the

the one & twentieth day of August in the year of our Lord 169
at Virginia to wit at Mary County the said Daniel for a valuable
consideration before that time by the said Gilbert paid & delivered
to the said Daniel at the request being indebted in the sum of
six pounds Eleven shil lings sterling according to the usd of merchants
delivered to the said Gilbert three bills of Exchange that is to say
the first second & third at sight of the second date with the ex-
change aforesaid of the said Daniel subscribed & to Mr. Francis Fonde &
Company merchants in Lon don directed in the first of the said
bills the said Daniel did require the said Francis Fonde & Comp.
to pay or cause to be paid the said Gilbert or order the sum
of six pounds Eleven shil lings sterling at twenty days sight
of the said first bill of Ex. the second & third of the same tenour
and date not being paid and in the second of the said bills the
said Daniel did require the said Francis Fonde & Comp. to
pay or cause to be paid the said Gilbert or order the sum
of £. 11. sterling at twenty days sight of the said second bill of
Ex. the first & third of the same tenour & date not being paid
and in the third of the said bills of Ex. the said Daniel did
require the said Francis Fonde & Comp. to pay or cause to be
paid to the said Gilbert or order the sum of £. 11. sterling
at twenty days sight of the said third bill of Ex. the first
& second of the same tenour & date not being payd the said
Daniel afterwards the day & place aforesaid in consideration
of the premises did assume upon himself and to the said
Gilbert then & there faithfully promise that if the said
Francis Fonde & Comp. the said bills of Ex. or any one
of them did not accept & pay to the said Gilbert or order
according to the tenour of the said bills that the said Daniel
within after the end of the said twenty days in the bills
mentioned he should be required the said sum of six
pounds & Eleven shil lings & 8 to the said Gilbert or
should work and truly content & pay did the said Gilbert ter
Clarke in fact saith that afterwards that is to say on the
5th day of December the year of our Lord 1693 at Plym-
aforesaid the said Gilbert by his order & appointment did show
and offer unto the said Francis Fonde & Comp. merchants
in Plym. the first of the said bills the 2d & 3d not being
paid and did then & there require the said Francis Fonde &
Comp. to accept & pay the said Daniel according to the contents
thereof but the said Francis Fonde & Comp. the said
bills of Ex. for to accept & hundred to accept or pay
according to the contents of the said bills & refused
refuse & deny wherefore in the said Gilbert the said bills of
Ex. for hundred & the sum of refused to be paid afterwards
the day & place last mentioned by Joseph Troop a Notary
public dwelling in the town of Plymouth in due
form of law according to the use of merchants did
protest