and there faithfully promised that if the said
Micajah Perry and Company the said Bills
of Exchange or any one of them did not
accept and pay according to ye tenour
thereof that then the sd Robert
when after ye end of ye said Twenty days
in ye Same Bills mentioned he should be
required the sd Sums of Twenty two pounds
Sterling together wth all costs damages &
Interests sustained or to be sustained for
want of Payment thereof to ye said Sr
William Wells and truely content and pay
And ye sd Jno in fact saith that afterw^ds
(that is to say) ye Ninth day of Septe
in ye Yeare of our Lord 1700 at London
aforesd one Thomas Coaby of London Merch^t
for and on ye behalfe of ye sd Jno did
shew and offer unto ye said Micajah
Perry & Comp^a the first of ye sd bills
the second & third not being paid and
then and there did require the sd Micajah
Perry & Company to accept and pay
Same according to ye Coutents thereof
but the sd Micajah Perry & Comp^a of
the sd Bills of Exchange soo shewed and offered
to accept and pay did then and there absolutely deny and refuse for want of
advice whereupon ye sd Thomas Coaby

behalfe of ye sd Jno the sd bills of Exchange so tendred &
shewed & refused to be paid by Wm Geary Notary and
Tabellion dwelling in Lond. According to ye use of
Merchants in form of Law did protest as by the
Same protest hereready in Court to be produced
more at large may appeare Nev^rthelesse ye sd Robert
his promise and Compacon soo as aforesd made
regarding but minding & fraudulently intending
him ye sd Jno in this behalfe craftily and subtilly to deceive and defraud the sd Sums of
Twenty two pounds Sterling and ye costs dam^ges
& interests aforesd or any parte thereof to ye said
Jno hath not paid altho ye sd Robt after ye end
of ye said twenty days in ye sd bills mentioned
to Wit the first day of October in ye Yeare 1700
at William stand aforesd to doe ye Same by the sd
Jno was required but hath hitherto denyed
& refused and still doth denye and refuse to ye
damage of the said Jno of Forty four pounds
Sterling and thereof he brings his Suit &c

And thereupon ye sd Defend by Nicholas
Golds brought his Attorney w^ith and defendeth ye force and Injury when &c and prayeth
leave to Imparle hereunto till ye next Court
wch is granted him and ye Same day is
given to ye Plaintiff also