himself and to the said Wm Whellington faithfully promise that in case the said Bills of Exchange or any one of them the other two unpaid should not be duely accepted and paid According to known to the said Wm Whellington or his order by the said Jonathan Mathews shal then and in such case the said Thomas Johnson doth agree within the end of the said twenty days he should be thereto required would well and truely content pay and satisfy unto the said Wm Whellington and his order all such costs damages and Intrests as he or they should or might suffer by reason of the non Payment of the said Bills or any of them And the said Wm Whellington in fact say that during the time aforesaid made the said Accept to the Bills aforesaid in consideracon aforesaid and afterwards did endorse and make the same payable to Capt John Hyde or order he and for y use of Mr Charles Carroll and discharged of so much money due from y said Wm Whellington to the said Charles Carroll which Capt John Hyde on y Seaventh day of Sept 1702 did procure Jeremiah Perkins Notary publick dwelling in London to protest the first and originale of the said Bills of Exchange unto the said Jonathan Mathews to whom y same were directed after the said Mathews had twenty days sight thereof And demanding payment of his Contents he the said Jonathan Answered that he could not pay the said Bills for want of Effects upon which Answer the said Notary did protest & order against Thomas Johnson drawer of the said Bills of Exchange & all other concerned for Exchange and re exchange Costs damages and Intrest sustained for want of payment of the said Bills whereby the said Wm Whellington became liable to pay and did satisfy unto the said Charles Carroll & Co the aforesaid sum of £ s d & all such costs and damages and Intrests &c he the said Charles Carroll & Co suffered by reason of the non payment thereof to wit the Sum of Ninety Eight pounds & six pence Nevertheless the said Thomas Johnson altho he hath Severally satisfyed & paid unto y said Wm Whellington the said sum-

124 Sume of Sixty pounds Sterl in part of the aforesaid Sume of Ninety Eight pound and Six pence Sterling Debt & y Damages forty nine pounds four Shillings and Nine pence Sterling thereof his Damages & Costs & Expences aforesaid not in y least regarding but wickedly contriving and fraudulently intending him the said William Whellington in this behalfe craftily and subtilly to deceive and defraud the aforesaid Sume of forty Nine pounds four shill and Nine pence Sterl aforesd the other the said Bills regard Bec on the 15 day of October 1704 and diverse days & times the said Wm Whellington he hath not paid but the same to him is now wholly denyed and the said damages & y damages of the said Wm Whellington Sixty pounds Sterling and thereof he brings his Suit &c

And the said Thomas Johnson by George Plater his Attorney come and defends the force and injury when &c and prayes hard to Imparle hereto this present Court and he hath it the Same day is Ordered given him &c

At which said Court to wit the 25 day of September 1705 came again the said parties by their Attorneys aforesaid And the said Thomas Johnson by his said Attorney saith that he is not informed by his Client of any thing to plead in Barr or Bar of y said Action aforesaid or of any answer for the said Thomas to be made thereto and for that cause saith he will not whereby the said Wm Whellington ag the said Thomas remains undefended Therefore it is considered by this Court here & now & y are fast moneene that the said Wm Whellington do recover ag the said Thomas Johnson at whose Suit & of forty nine pounds four Shillings and Nine pence residue of y Sume of Ninety Eight pounds & six pence debt & the Sume of Seven hundred Sixty and seven pounds of lob cotts & Damages by the Defendant in mercy &c