and Propry of the Province of Maryland and Avalon &c. Begun and held at the Town of Joppa in and for Baltimore County on Tuesday the Seventh Day of June in the thirty fourth Year of his Lordships Dominion &c. and in the Year of our Lord one Thousand Seven hundred and forty eight and there Continued untill and held on the Second Day of August in the Year aforesd by and before his Lordships Justices and other Officers thereunto Authorized and Qualified Viz.

The Worshipfull { Thomas Sheridine, George Buchanan, Barker Hall, Nathan Rigbie, Thomas Franklin, Charles Ridgely } Gent Justices
{ William Young, John Face, Ninestone Smith, William Smith, Samuel Owings, William Dallam }

Roger Boyce Atf Talbot Risteau Atf

At the Record & Proceedings of Baltimore County Court aforesd among other things is Contained as follows Viz.

Jonathan Forward against William Dallam Exor. Thomas Brerewood } Be it Remembered that heretofore to wit the fifth Day of March Anoque Domini Seventeen hundred & forty six Command was given to the Sheriff of Baltimore County that he should take William Dallam late of Baltimore County Gent. Executor of the Testament and last Will of Thomas Brerewood late of the said County Deceased if he should be found in his Bailiwick him in his Custody safe should keep so that he should have his Body before the Justices of the same County at a Court to be held at the Town of Joppa on the first Tuesday of June then next to answer unto Jonathan Forward of a Plea of Trespass upon the Case &c. Whereupon on the first Tuesday of June aforesd at Joppa aforesd came the said Sheriff to wit James Richard Gent. who returned that he had taken the Body of the said William Dallam and had him ready to answer unto the said Jonathan Forward of the Plea aforesd as he was Commanded

And thereupon the said Jonathan by Thomas White his Attorney Complains that Whereas the said Thomas in his life time on the fourth Day of November Anno Dom. Seventeen hundred & forty two at Baltimore County according to the Custom among Merchants and others used and approved the Contrary whereof in the Memory of Man is not made and drew three Bills of Exchange in Writing all of one Tenor and Date with his proper hand and Name thereto Subscribed bearing date the day and Year aforesd and to the same Jonathan a Merchant in London directed by the first of which Bills the said Thomas requested the said Jonathan to pay to himself or Order Eleven Pounds fourteen Shillings and three pence Sterling Value rec.d and to place the same to the Account of the said Thomas And Whereas by the Custom aforesd all the time aforesd used and approved all Persons making Drawing or Endorsing any such Bills of Exchange are and have been liable to pay the Money in such Bills mentioned in case of the non payment thereof by the Person to whom such Bills have been or are Directed and the Protestation of such Bills to the Person appointed by such Bills or any Endorsement thereon to receive the same with all the Cost Damage & Charge that should be Occasioned by the Nonpayment of such Money and the Protestation of any of such Bills when thereto requested and being so therewith Chargeable the said Thomas in his lifetime in Consideration thereof the Day and Year aforesd at the County aforesd upon himself Assumed and to the said Jonathan then and there faithfully Promised that in Case the said Jonathan should not pay the said Sum according to the Tenor of the said first Bill and that the Sum should not be Protested that he the said Thomas the said Sum together with all Cost and Damage that should be Occasioned by the Nonpayment thereof and Protestation of the said first Bill to the said Jonathan when thereto requested would well and truly Content and pay and the said Jonathan

(in)

in fact saith that afterwards Viz. on the first Day of April Anno Dom. Seventeen hundred and forty four at London aforesd Viz. at Baltimore County aforesd the first Bill aforesd the Second nor third of the same Tenor and Date paid was by the Order of the said Jonathan, Exhibited to him the said Jonathan and he the said Jonathan was then and there requested to pay the said Sum or to accept the said Bill which same Bill to accept or the Money therein to pay the said Jonathan then and there wholly refused and hath always hitherto refused the same wherefore the said Jonathan after the Expiration of the Thirty Days in the said Bill mentioned for Payment Viz. on the fourth Day of May Anno Dom. Seventeen hundred & forty four at London Viz. at Baltimore County aforesd the first Bill aforesd the second nor third of the same Tenor and Date paid did protest or cause to be Protested and that the Cost Damage and Charge Occasioned by the Protestation of the said Bill and the Nonpayment of the Money therein mentioned amounts to the Sum of two Pounds eleven Shillings and one penny Sterling of all which the said Thomas in his lifetime on the first Day of May Anno Domini Seventeen hundred and forty five at the County aforesd had Notice Yet the said Thomas in his lifetime and the said William since the Death of the said Thomas the Promise and Assumption aforesd not regarding but minding and fraudulently Intending him the said Jonathan in this part Craftily & Subtilly to deceive and defraud the said Sum of Eleven Pounds fourteen Shill.s and three pence Sterling and the said Sum of two Pounds eleven Shillings and one penny Sterling amounting in the whole to the Sum of fourteen Pounds five Shillings and four pence Sterling or any part thereof the said Thomas in his lifetime or the said William since his Death to the said Jonathan hath not paid or any ways Contented (altho' so to do) the said Thomas in his lifetime and the said William since his Death was by the said Jonathan required and particularly the said William on the Twentieth Day of February Anno Domini Seventeen hundred & forty six at Baltimore County aforesd Did the same to him to pay hitherto the said William hath hitherto altogether refused and still doth refuse to the Damage of the said Jonathan Twenty Pounds Ster. and therefore he brings Suit &c.

Pledges &c. John Doe Rd. Roe

The Protested Bill of Exchange mentioned in the aforegoing Declaration is as follows Viz.

Maryland Nov.r 4th 1742 Exch.r for £11:14:3 At thirty Days sight of this my first of Exchange my Second nor third paid, pay to yourself or Order Eleven Pounds fourteen Shillings & three pence sterling Value received & place it to account of Sir Your Humble Serv.t

To Mr. Jonathan Forward Merch.t in London

Tho.s Brerewood Serv.t

On the fourth Day of May 1744 before me William Judman Notary and Tabellion Publick dwelling in London duly Admitted and Sworn and Witnesses personally appeared Mr. Jonathan Forward of London Merchant who declared that he would not pay the Original Bill of Exchange above Copied for want of Effects and therefore he the said appearer requested me the said Notary to Protest as by these Presents I do Solemnly Protest against the Drawer of the said Bill and all others Concerned for all Change Exchange Cost Damages and Interests already suffered and to be suffered for want of Payment of the said Bill thus done & Protested in London aforesd in the Presence of Walter Youghand John Deane Witnesses

In Premissorum fidem Will Judman Not. Pub.

On the 5 of March 1747 Came Darby Lux Attorney in fact to Jonathan Forward Merchant in London before me the Subscriber one of his Lordships Justices of Baltimore County Court and 1744 made Oath on the Holy Evangelist of Almighty God that the within Protested Bill of Exchange was remitted to him by Jonathan Forward to receive and recover for his Use & in his Name But that he hath received no part or parcel thereof nor any Security or Satisfaction for the same

Sworn Jno. Face

(Said)