upon the case and forth and the same day is given to the aft John here &c

And hereupon the said Johnbox by Clamed of the aft Aaron Lynn in his plea aft in form following

And whereupon the same John by Abiel Jenkins Esq his attorney Complains that whereas the aft Aaron the first day of October which was in the year of our Lord one thousand seven hundred forty and seven at Somerset County aft the said Aaron then and there Negotiating and Commerce using) according to the use and Custom of Merchants from the time whereof the Memory of man is not to the contrary in such case used and Approved did make and draw his first Bill of Exchange in Writing bearing date the same day and year and the same first Bill of Exchange with his name and hand then and there did subscribe and that Bill unto a certain Mr Richard Oswald Merchant in London then and yet Negotiating and Commerce using to wit at London in Somerset County aft) did direct and by the same bill of Exchange did request the said Richard Oswald at Sixty days sight of that his first Bill of Exchange his Second third or fourth Bills of Exchange of the same Tenor and date not paid to pay unto the aft Johnbox the same John then and there Negotiating and Commerce using to wit at Somerset County aft or order Forty nine pounds and seven shillings Sterling money of Great Brittain for value Received and place the same to account of him the said Aaron And afterwards (to wit) the first day of October in the year of our Lord one thousand seven hundred forty and eight at London aft in Somerset County aft the aft first Bill of Exchange unto the aft Richard Oswald was shown and the same Richard Oswald then and there required to accept the said first Bill of Exchange according to the Use and Custom of Merchants from all the time aft used and approved and make payment of the aft Forty and nine pounds and seven shillings Sterling unto the aft Johnbox according to the form and effect of the said Bill, the aft Richard Oswald before that time there having Sixty days sight of the said first Bill of Exchange and the said second third or fourth Bills of Exchange of the same tenor and date or either of them then or yet not being accepted or paid but the same Richard Oswald the aft first Bill of Exchange then and yet did not accept of but the same to Accept of then and there did Refuse and the aft forty nine pounds and seven shillings Sterling in the said first Bill of Exchange specified unto the said Johnbox according to the form of the said first Bill of Exchange hath not paid by reason whereof the same first Bill of Exchange then and there according to the use

(and)

and Custom of Merchants in that part from all the time aft used and Approved in due form of Writing was Protested for want of Acceptance of the same first Bill of Exchange and payment of the said Forty nine pounds and seven shillings Sterling in the same first Bill of Exchange specified of all which said Premises the said Johnbox afterwards to wit the tenth day of April which was in the year of our Lord seventeen hundred and fifty at Somerset County aft unto the said Aaron Lynn did give notice by Protest of which Premises the aft Aaron According to the use and Custom of Merchants from the whole time aft as before used and Approved became and was chargeable to pay the aft Johnbox the aft Forty and nine pounds and seven shillings in the aft first Bill of Exchange mentioned with all the Lawfull Damages Costs and Interest by the said Johnbox suffered and sustained for want of due Acceptance of the said first Bill of Exchange and by Occasion of the Unpayment of the Contents thereof to the same John Cox or order and thereupon the said Aaron afterwards to wit the same day and year last mentioned at the place aft in Consideration of the Premises upon himself assumed and to the said Johnbox then and there faithfully Promised that he the aft Aaron the aft Forty nine pounds and seven shillings Sterling with all lawfull Costs Charges and Damages and Interest by the said Johnbox suffered and sustained by Occasion of the Non Acceptance of the said first Bill of Exchange and non payment of the Contents of the same when he should be afterwards thereunto requested unto the same John Cox would well and truly pay and Content And the aft John in fact says that the Lawfull Costs Damages and Interest of him the said John Cox by the aft Occasion of the non acceptance and non payment of the Contents of the aft first Bill of Exchange amount unto the sum of ten pounds and thirteen shillings Sterling and make in the whole the Sum of Sixty Pounds Sterling whereof the said Aaron the day year and Place last mentioned had notice and altho the said Aaron hath since paid and Satisfied unto the same John the Sum of Sixteen pounds Sterling part of the aft Sum of Sixty pounds Sterling Nevertheless as to Forty and four pounds Sterling of the aft Sixty pounds Sterling Residue the said Aaron his Promise and Assumption aft in form aft made little Regarding but minding and fraudulently Intending the said John in that part Craftily and Subtilly to deceive and defraud the aft Sum of Forty and four pounds Sterling or any penny thereof unto the said John he hath not paid (altho the same to do the said Aaron afterwards to wit the same day and year last aft and often times since at Somerset County aft by the said John was required but that unto him hitherto he yet altogether hath Refused and denyed and still doth refuse and deny to the Damage of him the said Johnbox One hundred Pounds Sterling and therefore he brings Suit and forth

Pledges &c

Johnbox
by Rich Rod

A Copy of which aforegoing Declaration was read out and found to be proved

(on)