time being a person Trading Merchandizing and using Commerce within this province to wit at Annapolis Anne Arundel County aforesaid did on the third day of October seventeen hundred and fifty three at the County aforesaid according to the usage and Custom of Merchants in Great Britain and this province time out of Minde used and approved make and with his proper hand subscribe his certain first Bill of Exchange in writing bearing date the day and year aforesaid and the same Bill directed to Messrs Tower & Philpot Merchants in London in Great Britain and by the said Bill the said Isaac requested the said Tower & Philpot at thirty days sight of that his first Bill of Exchange his second and third not paid to pay unto the said Nicholas by the name of Mr Nicholas Maccubbin or his order the sum of One hundred and sixty five pounds one shilling & Eight pence sterling money of Great Britain for value received of him and to place the same to the account of him the said Isaac which said Bill so as aforesaid made subscribed and directed was by the order and for the use of him the said Nicholas after the making thereof to wit on the twenty eighth day of December seventeen hundred and fifty three at London aforesaid exhibited and shewn unto the said Tower and Philpot and the said Tower and Philpot were then and there by the order aforesaid according to the usage and Custom of merchants aforesaid requested to pay the said Bill to the order and for the use of the said Nicholas but the said Tower and Philpot then and there refused and always hitherto have refused to pay the said Bill to the order and for the use aforesaid by reason whereof the said Bill of Exchange afterwards to wit on the day and year last aforesaid at London aforesaid according to the usage and Custom of Merchants aforesaid the said Tower and Philpot having before that time thirty days sight thereof to wit from the twenty seventh day of November then last past at London aforesaid and the second and third of the same Bills of the same Tenor and date being unpaid were protested whereof the aforesaid Isaac in his lifetime afterwards to wit on the first day of March seventeen hundred and fifty four at the County aforesaid had notice, By reason of which Premises the said Isaac in his lifetime according to the usage and Custom of Merchants aforesaid became liable to and chargeable to pay unto him the said Nicholas the aforesaid sum of Money in the said Bill of Exchange mentioned together with all Lawfull Cost Damage and Interest by the said Nicholas suffered and sustained by reason of

(The)

The non payment of the said Bill of Exchange or the contents thereof and protest as aforesaid and being so therewith chargeable the aforesaid Isaac in his lifetime afterwards to wit on the day and year last aforesaid at the County aforesaid in Consideration of the premises upon himself assumed and to the said Nicholas then and there faithfully promised that he the said Isaac the aforesaid sum of Money in the said Bill of Exchange mentioned together with all Lawfull Cost Damage and Interest by the said Nicholas suffered and sustained by reason of the said Bill of Exchange or the contents thereof and protest as aforesaid to him the said Nicholas when afterwards he should be thereunto required would well and truly content and pay and the aforesaid Nicholas in fact saith that the lawfull Cost Damage and Interest of him the said Nicholas suffered and sustained by reason of the non payment of the said Bill of Exchange or the contents thereof and protest as aforesaid amount unto the sum of Twenty four pounds fifteen Shillings and three pence sterling money aforesaid whereof the said Isaac in his lifetime afterwards to wit on the day and year last aforesaid at the County aforesaid had notice Nevertheless the aforesaid Isaac in his lifetime and the said John after the death of him the said Isaac (To which said John Administration of all and singular the Goods and Chattles which were of the aforesaid Isaac at the time of his Death in due form of Law was Committed) the premises and Assumption of the aforesaid Isaac in his lifetime so as aforesaid made not Regarding but minding and fraudulently intending the said Nicholas in this part Craftily and subtilly to deceive and defraud the aforesaid sum of One hundred and sixty five pounds one Shilling & Eight pence sterling together with the Cost Damage and Interest aforesaid amounting as aforesaid to the aforesaid sum of Twenty four pounds fifteen Shillings & three pence sterling which the last sums amount in the whole to the sum of One hundred and Eighty nine pounds sixteen Shillings & Eleven pence sterling money aforesaid or any part thereof to the said Nicholas have not paid nor him for the same in any manner Contented, altho' to (to the said Isaac in his lifetime afterwards to wit on the day and year last aforesaid at the County aforesaid and the said John after the death of the said Isaac and after the Administration aforesaid so as aforesaid to him Committed to wit on the days in the year of our Lord seventeen hundred and fifty five at the County aforesaid by the said Nicholas have been required) but the same or any part thereof to content and pay have altogether refused and the said John still doth refuse to the

Damage