to whom the same Writ was Directed likewise comes and makes return thereof to the Court here thus Endorsed Viz. Henry Holmes Shff. Thereupon the said John Cheney being called appears and at the Prayer of the Plaintiff by his Attorney aforesaid he is Adjudged to give Special bail to the Action aforesaid Thereupon a certain Samuel Chapman of the County aforesaid Gent present herein Court in his proper Person undertakes for the said John Cheney that in Case the said Nicholas Maccubbin should recover Judgment against the said John Cheney in the plea aforesaid or that he the said John Cheney should be therein Legally Convict that he the said John Cheney should pay to the said Nicholas Maccubbin the Condemnation of the Court thereupon or render his Body into the Custody of the Sheriff of Ann Arundel County in Satisfaction thereof or that he the said Samuel Chapman will do the same for him. Thereupon the said Nicholas Maccubbin declares against the said John Cheney in the plea aforesaid as follows to wit Ann Arundel County to wit John Cheney late of Ann Arundel County Planter was attached to Answer unto Nicholas Maccubbin in a plea of Trespass upon the Case and soforth And Whereupon the said Nicholas by Thomas Johnson Junior his Attorney complains that whereas the aforesaid John Cheney being a Person Trading Merchandizing and using Commerce within this Province to wit at Ann Arundel County aforesaid did on the twenth day of March in the Year seventeen hundred and fifty seven at the County aforesaid according to the Usage and Custom of Merchants in Great Britain and this Province time out of mind used and Approved make and with his proper hand Subscribe his certain second Bill of Exchange in Writing bearing date the Day and Year aforesaid and the same Bill directed to a certain William Perkins Merchant in London in Great Britain aforesaid and by the same Bill the said John Cheney requested the said William Perkins at Thirty Days Sight of that his second Bill of Exchange his first third and fourth of the same Tenor and date not paid to pay unto a certain John Elliott by the Name of Mr. John Elliott or Order the Sum of Twenty pounds Sterling Money of Great Britain for Value received at time to make Payment and to Place the same to the Account of him the said John Cheney and the aforesaid John Elliott afterwards to wit on the day and Year aforesaid at the County aforesaid by his Indorsement on the said Bill of Exchange so as aforesaid made subscribed and Directed made and with his proper hand Subscribed according to the Usage and Custom of Merchants aforesaid all the time used and Approved ordered the said William Perkins to pay the Contents of the said Bill of Exchange to a certain John Sims Junr. or Order the aforesaid John Elliott then and still residing Trading Merchandizing and using commerce within this Province to wit at the County aforesaid and the afsd John Sims Junr. afterwards to wit on the Day and Year last aforesaid at the County aforesaid by his Indorsement on the said Bill of Exchange made and with his proper hand subscribed according to the Usage and Custom of Merchants afsd ordered the said William Perkins to pay the Contents of the said Bill of Exchange to a certain John Selman or order the said John Sims Junr. then and still residing Trading Merchandizing and using Commerce within this Province to wit at Ann Arundel County afsd and the afsd John Selman afterwards to wit on the day and Year aforesaid at the County aforesaid by his Indorsement on the said Bill of Exchange made and with his proper hand subscribed according to the Usage and Custom of Merchants afsd ordered the said William Perkins to pay the Contents of the said Bill of Exchange to him the said Nicholas Maccubbin or order the said John Selman then and still residing Trading Merchandizing and using Commerce within this Province to wit at the County aforesaid which said Bill so as afsd made Subscribed and Directed with the several Indorsements thereon as afsd after the making thereof as aforesaid and after the

(Several).

several Indorsements thereon so as afsd made to wit on the twenty third day of July seventeen hundred and fifty seven at London aforesaid was by the order and for the use of him the said Nicholas exhibited and shewn unto him the said William Perkins and the said William Perkins was then and there by the Order afsd by Virtue of the Several Indorsements thereon as aforesaid according to the Usage & Custom of Merchants aforesaid requested to pay the said Bill to the order and for the Use of him the said Nicholas Maccubbin but the said William Perkins then and there refused and always hitherto hath refused to pay the said Bill or the Contents or any part thereof 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 aforesaid William Perkins having before that Time had Thirty days Sight thereof to wit from the Twentieth Day of June then Last past at London aforesaid and the first third and fourth Bills of the same Tenor & date being unpaid was Protested whereof the aforesaid John Cheney afterwards to wit on the first day of January seventeen hundred and fifty eight at Ann Arundel County aforesaid had Notice by reason of which Premises the aforesaid John Cheney according to the Usage and Custom of Merchants also in that behalf time out of mind used and Approved became Liable for 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 & Sustained by reason of the Nonpayment of the said Bill of Exchange or the Contents thereof and Protest as aforesaid and being so therewith Chargeable the aforesaid John Cheney 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 John Cheney the aforesaid Sum of Money in the said Bill of Exchange mentioned together with all Lawful Cost damage and Interest by 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 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 lawful Cost Damage and Interest by him suffered and Sustained by reason of the Nonpayment of the said Bill of Exchange or the Contents thereof and Protest as afsd amount unto the Sum of Three Pounds Sterling Money afsd whereof the said John Cheney afterwards to wit on the Day and Year last aforesaid at the County afsd had Notice Nevertheless the aforesaid John Cheney his Promise and Assumption afsd so as afsd made not regarding but minding and fraudulently intending him the said Nicholas in this behalf craftily and Subtily to Deceive and Defraud the aforesaid Sum of Twenty Pounds Sterling Money aforesaid together with the Cost damage and Interest Amounting as aforesaid unto the Sum of Three Pounds Sterling Money aforesaid which two Last aforementioned Sums amount in the Whole unto the Sum of Twenty three Pounds Sterling Money aforesaid or any part thereof to him the said Nicholas hath not Contented nor paid Altho so to do the aforesaid John Cheney afterwards to wit on the Day and Year last aforesaid and often afterwards at the County aforesaid was by him the said Nicholas requested but the same or any part thereof to Content or pay he hath hitherto altogether refused and still doth refuse to the Damage of him the said Nicholas in the Sum of Fifty pounds Sterling Money aforesaid therefore he brings Suit and soforth Pledges &c. John Doe and Richard Roe And the aforesaid John Cheney by John Hall his Attorney comes and defends the force and injury when and soforth and prays Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiff also At which said next Court to wit the 8th day of March 1763 come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid And the said Defendant by his said Attorney prays further Leave to imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also At which said next Court to wit the 18th day of June 1763 come

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