60. to amount of him the said Richard Whittle and the said Anthony 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 aforesaid used
and Approved ordered the said Messrs. Rupell & Mollyson to pay the Contents
of the said Bill of Exchange to the aforesaid John Baynes or his Order
the aforesaid Anthony then & there still residing merchandizing and
using Commerce within this Province to wit at the County aforesaid
which said Bill so as aforesaid made Subscribed and Directed with the
Indorsment thereon as aforesaid made afterwards to wit on the twenty sixth
Day of January in the Year of our Lord Seventeen hundred and Sixty four
at London aforesaid was by the Order and for the use of him the said John Baynes
Exhibited and Shewn unto them the said Messrs. Rupell & Mollyson and the said
Rupell & Mollyson were then & there by the Order aforesaid by virtue of the
Several Indorsements thereon as aforesaid according to the usage and Custom of
Merchants aforesaid requested to pay the said Bill to the Order and for the
Use of him the said John Baynes But they the aforesaid Rupell and Molleson
then and there refused and always hitherto have 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 Rupell and Mollyson having before that time had sixty Days
Sight thereof to wit from the twenty fourth Day of November then last past at
London aforesaid and the Second third & fourth Bills of the same Tenor
and date being unpaid was protested of all which Premises the aforesaid
Anthony afterwards to wit on the Day of Seventeen hundred and
Sixty at Frederick County aforesaid had Notice By reason whereof the
aforesaid Anthony according to the Usage and Custom of Merchants
aforesaid in that behalf time out of mind used and approved became
liable for and chargeable to pay unto him the said John Baynes
the aforesaid sum of Money in the said Bill Exchange Mentioned together
with all Lawfull Costs Interest and Damage by the said John Baynes
Suffered and 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 Anthony 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 John Baynes
then & there faithfully Promised that he the said Anthony the aforesaid sum
of

61. of Money in the said Bill of Exchange mentioned together with all Lawfull Cost Damage
and interest by the said John Baynes suffered and Sustained by reason of the Nonpay-
ment of the said Bill of Exchange or the Contents thereof and Protest as aforesaid to him
the said John Baynes when afterwards he should be thereunto required would well and truly
content and pay and the aforesaid John Baynes in fact saith that the Lawfull 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 aforesaid amount unto the sum of
Six Pounds two Shillings and two Pence Sterling money aforesaid whereof the said
Anthony Holmead afterwards to wit on the Day and Year last aforesaid at the
County aforesaid had Notice Nevertheless the aforesaid Anthony his Promise
and Assumption aforesaid so as aforesaid made not regarding but minding & fraudu-
lently intending him the said John Baynes in this Behalf craftily and subtilly to
deceive and defraud the aforesaid sum of Forty Pounds fourteen Shillings and Six Pence
Sterling together with the Cost Damage and Interest aforesaid amounting as afo:
unto the sum of Six Pounds two Shillings and two Pence Sterling aforesaid in that two last
aforementioned Sums amount in the whole unto the sum of Forty Six Pounds Sixteen Shillings
and eight pence Sterling money aforesaid) or any part thereof to him the said John Baynes
hath not contented or paid altho so do the aforesaid Anthony Holmead afterwards to wit
on the Day and Year last aforesaid and often afterwards at the County aforesaid was
by the said John Baynes 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 John Baynes in the sum of Eighty Pounds Sterling Money aforesaid and
therefore he brings suit and so forth Pledges &c. John Doe & Richard Roe

And the aforesaid Anthony Holmead by Thomas Jennings his Attorney comes & defends
the force and injury when and so forth 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 tenth Day of September Anno Domini 1765 comes
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 Eighth Day of
April Anno Domini 1766 comes 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 twenty first Day of October Anno Domini 1766 comes again as well the
said John Baynes by his Attorney as the said Anthony Holmead by his Attorney
aforesaid and the said John Baynes by his said Attorney by his said

(Attorney)