Pay the contents to Mr Joshua Johnson or order for the use of
Wallace Davidson and Johnson. —
On the third day of January 1774. at the request of Mr Joshua
Johnson of London Merchant, I William Tubman Notary and
Tabellion Public Dwelling in London Duly admitted and sworn
exhibited the Original Bill of Exchange above Copied to Messrs
Mildred & Roberts, to whom the same is directed and demanded
payment thereof (the time limited for payment of the said Bill
since its first presentation by me the said notary being expired)
who answered that they would pay the sum of Fifty four pounds
in part of the said Bill; but would not pay the remaining
sum of forty seven pounds twelve shillings and eight pence
for want of Effects. — Whereupon I the said Notary at the
request aforesaid have and do here by solemnly Protest against
the Drawer of the said Bill and all others concerned for all
change rechange Costs damages and interest already suffered
and to be suffered for want of payment of the said remaining
sum of Forty seven pounds twelve shillings and eight pence
Thus done and protested in London aforesaid in the presence
of Benjamin Hammatt and Matthew Brown Witnesses

N Public Seal

In Promissorum fidem
Will: Tubman Notr Publ. 1774.

Thereupon this cause standing ready for trial, the said Wallace
Davidson and Johnson by their Attorney filed here in Court the
following affidavit. to wit.

Wallace Davidson & Johnson against Benjamin O Neil.	The Defendant swears that the cause of Action in the above arises on a protested Bill of Exchange drawn by the Defendant and

George Frazier Hawkins in favor of the Plaintiffs that the
Deponent is informed and believes that the Bill was drawn
by Hawkins and signed. "Hawkins & O Neil" they then being
Partners in trade — That Mr Slater is the Attorney of Record who
has declined the Practice and this Deponent was imployed since
the setting of this court & this Deponent believes the merits of the cause
cannot be furthered without a continuance. A Shaaff.
Sworn to in Open Court this day of } Test. B. Beall Clk.
November 1793.

Thereupon further process of and upon the Premises aforesaid, between
the parties aforesaid by consent of the said parties and their Attorneys
aforesaid and by order of the Court here thereon was continued an affidavit
until the second monday of march next following. — And now here
at this day, to wit, the said second Monday of March Anno Domini, One
thousand seven hundred and ninety four, come again as well the
said Wallace, Davidson and Johnson by Arthur Shaaff their Attorney
as the said Bernard O Neil by his Attorney aforesaid, and the said
Bernard O Neil by his Attorney aforesaid, defends the wrong and injury
when and so forth: and says that he did not undertake and promise,
manner and form as the said Wallace, Davidson and Johnson,
have above complained against him, and of this he puts himself
upon the country, and so forth: And the said Wallace, Davidson
and Johnson by their attorney aforesaid, say that the said Bernard
O Neil did undertake and promise in manner and form as they
the said Wallace, Davidson and Johnson have above thereof
complained against him; and of this they put themselves upon
the Country &c and the said Bernard O Neil in like manner
&c Whereupon for trying the issue aforesaid, it is commanded
to the Sheriff of the County aforesaid that he should cause to come
here immediately before the Justices aforesaid twelve &c, who neither
&c to recognize &c, because as well and &c. and thereupon the
persons returned of that Jury being called come, that is to say:
Samuel B. Beall, Alexander Whittaker, Lawrence O Holt, John
Willson, Henry Culver Junior, John Ray Senior, Benjamin Gittings
Samuel Hocker, William Ray, Absolom Beddo, Samuel B.
Maguider and Hezekiah Thomas, who to say the truth of the
Premises being duly elected tryed and sworn upon their Oath do say
that said Bernard O Neil did not promise and undertake in
manner and form as the said Wallace, Davidson and Johnson
have above complained against him. Memorandum Before the
Jurors aforesaid from the Bar of this Court departed the aforesaid
Plaintiffs by their Attorney aforesaid affiles here in Court, the
following Bill of Exceptions, to wit,

Wallace Davidson & Johnson against Bernard O Neil.	The Plaintiff in the cause to prove that there were no Effects of George Frazier Hawkins and Bernard O Neil the Drawers in the Hands of Messrs Mildred and Roberts the Drawees of the Bill in the Declaration mentioned at the time,