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Thomas Bly say that between the said Thos. Sparrow heretofore
viz. upon the 17th day of June Anno 1688 stood
justly indebted unto the said John Taylor & Comp. in the
sum of one hundred & three pounds & and being so
indebted the said Thos. afterwards that is to say upon
the day & year aforesaid at South River in the County
aforesaid in Consideracon thereof and towards payment
of the same did draw three bills of Exch. all of same
tenor & date with the proper hand of him the said
Thos. signed & subscribed and to the said John Taylor
merchant in London directed requiring and appointing
the said John by the said bills to pay unto him the said John
& Comp. the said sum of one hundred & three pounds
and did then and there upon himselfe assume and to
the said John Taylor & Comp. faithfully promise
that if the said bills of Exch. or either of them for
want of effects or otherwise by the said John should
not be paid according to the tenor thereof then the
said Thos. the said sum of one hundred & three
pounds there together with such damages as is by the
Act of Assembly in such cases made and provided to
the said John Taylor & Comp. would truely & fully
content & pay And the said John Taylor & Comp. in fact
say that afterwards that is to say upon the 4 day of
Nov. in the yr. of our Lord 1689 Jeremiah Dickins
Notary & Tabellion publick by royall authority admit-
ted and sworne dwelling in London at the instance
& request of him the said John Taylor & Comp. upon
the the said John producing the record of the said
three bills and declaracon by him the said John made
that the said Thos. had not effects to satisfie & pay
the same to him the said John & Comp. did according
to the Custom in such cases formerly protest
the said bills for want of effects in the hands of

(the

the said Thos. to satisfie and pay the same as in
the said instrument of protest thereunto Court brought
relation being thereunto had it doth evaymore
fully & at large appear yett notwithstanding the
said Thos. his promise and assumption soe as aforesaid
made regarding bad mindeing & fraudulently intending
them the said John Taylor & Comp. in that behalf
craftily & subtilly to deceive & defraud the said sum of
one hundred & three pounds there and the sum of twenty
pound fifteen shillings & nine pence sterling contrary
the Act of Assembly in in such cases allowed & provided
nor any part thereof to the said John Taylor & Comp.
hath not paid altho the said Thos. afterwards that is to say
upon the first day of Aug. in the yr. of our Lord 1690
at South River aforesaid and at diverse other times & places
hath been thereunto required but the same to them to pay
hath hitherto denyed and still doth deny whereupon the said
John Taylor & Comp. say they are damnified and have
lost to the value of two hundred pounds & and thereupon
they bring their suite

W Penl

plag Deprof

Joel Doo
Ezek Roo

Now here at this day to wit the 29th day of April
1702 came here into Court the said Thos. Sparrow in his
own proper person and confesses himselfe justly indebted unto
the said John Taylor & Comp. in the sum mentioned in the
Declaracon aforesaid Therefore it is considered by the Court
here that the said John Taylor & Comp. recover ag. the
said Thos. Sparrow the sum of one hundred & three
pounds there the debt aforesaid as also the sum of twenty
pounds fifteen shillings & nine pence for damages
occasioned for their non performance & payment as aforesaid together
with the sum of Eight hundred & twenty pounds of tobacco
for Costs of Suite in this behalfe laid out & expended And
the Deft in Mercy etc —