Dr. David Ulmo
May

Between him & them & therefore ought to be better proved not only by their Rec.
or taking in of any Rec. or bond of ye Estate from them of wch part might
be paid, my Estate left him. And now by taking in any Rec. or bond ye whole may
be charged again, as paid upon ye Estate acco. but ye Libellant ought to produce
a Sale of ye Severall parcels of goods that it may appeare that they are not
charged to be sold for more than really they were & ye books of accompts by
wch ye Withand & Company ballance may truly appeare ye s. Ballance
by them duly sworn to. And they further say that they did never bid any
price whatsoever Lands yt did lay of ye s. Graham passing his acco. but
have heard that going to pass ye s. acco. wherein ye s. Jno was sole & without her
knowledge, the Judge by Reason it was orphants Concerns would not suffer ye
same. And never after could the Respondents get him to pass ye s. acco. though
Earnestly Entreated the same for that they could never Exhibit their Inventory till
ye same was done that so they might Come to a fare Conclusion with him
Further they say that either the Respondt wife or ye Rest of ye Children of ye s.
Estate had any maintenance out of ye Estate ~~of ye s. Estate~~ or Lds. of ye s.
Libellant, but only out of ye s. Estate & out of their Respective Estate wch
all his arrivall out of England & keeping store at ye s. Plantacon finding ye
s. Children in great want of all manner of Cloathing supplyed them with his
own goods, which ye Libellant ought to have done & that ye s. Libellant himself
for two years after his s. wife decease, ye Estate ought to have been delivered
to the Respondents wife, did Live upon ye s. Plantacon & made use of ye same as
Exr. of ye s. Estate all which time he acted as Exr. in his own wrong, & ought
to give acco. of ye same to the Right full adm. all which unreasonable
practices the Respondents observing & happening to Intermarry with each other
& finding ye s. Plantacon to be their proper Rt by a will of ye s. Estate as aforesd
the Rt of adm. on d. bonis non, did take out his of adm. after which did
fraudulently require ye s. Libellant to pass his s. acco. of his & his wife Executorship
that so they might Exhibit their Inventory of ye Estate administred by them
according to Law, which they not obtaining from him, the Respdts did by verture
of their s. acco. as adm. of ye s. Grace take into their Custody what of ye s.
Estate they found upon ye s. plantacon mixed with ye proper mte of ye s. Estate &
being ye proper goods & Chattells of ye s. Estate as by Law & at their own peill
they were bound to do whenever they found ye same there being no property of ye same
any way altered or changed without that they took any ye proper goods & Chattells
of ye s. Rob. or by mans or Lds. of any Force promised or other deceitfull
practice obtained them nor did Lay sold or Imbezzle any such Goods of ye s.
Rob. in which he could prove his property & not ye proper goods of ye s. Estate nor
Lay Parted him from off ye s. plantacon, but with all due Respect kindly him had
accomodated and all ye s. plantacon according to ye s. Estate will & testament to accept
ye same, and further as aforesd the Respdts deny the s. Libellant Lay paid

the debts of the s. Estate out of his own Estate, having none at very little and as
will known to all his Neighbours, but out of ye profitts of ye s. Estate & out
of ye s. Estate itself, the Inventory of ye same being now much worse, by ye great
Waste suffered & committed upon ye s. Plantacon & house that they was in a manner
Ruined nor did aforesd they Lay refuse to Come to acco. with ye s. Libellant but
always endeavoured ye same, and they further aforesd deny all Breach of promise
or any deceitfull practices in ye matter alledged my s. Libel, as ye s. Libellant most
falsely unjustly & maliciously hath alledged & suggested, but whatever they have acted
& done hath been according to Law & in discharge of ye s. adm. to them committed
to ye Use of ye s. orphants & ye Rest of ye Creditt. of ye s. Estate unpaid, as Soon as
benefitt shall arise to an Exr. & what he may detain in hand paying his own
Money & now ye orphants are to be maintained, they humbly Conceive the s. Estate
cannot sufficiently appeare in ye s. will as which nothing ought to be said Contrary
as to what goods they Received they as aforesd say they was ye proper goods of ye s. Estate
and humbly Conceive not bound to give any particular acco. of them, they having bond
laying out & oath lain to Exhibit a true Inventory of ye same, which they cannot
do till ye s. Rebates acco. is passed & allowed & then they shall Exhibit ye same which
if not true the s. Rob. hath Relief upon ye s. bond, and if in any thing he hath
a properly his Remedy is in his Proper Court of Common Law, and not in this
honorable Court, and they further say ye s. Libellants oath is not suff. to allow
ye s. acco. without due proofs how due & how paid. as for ye surcharge prayed upon
ye ballance of ye Libellants acco. they say it is false & frivolous to demand ye same
they having already given bond duly to ad. what shall Come to their hands, &
in affect they pray their adm. may be Rewarded & Granted to ye Libellant is most
false, for if ye Estate be indebted unto him upon passing his acco. he hath his Remedy
at ye Common Law so far as there is assets & in Case of want his adm. bond
to be Relied on, and for ye Definitive Sentence prayed in ye Libell for ye delivery
of the goods & chattells falsely by ye Libellant claimed, the s. Respdts say the Libellant
must & ought first to prove his property, in which by Law he can have none for
that he claimed in Rt of his wife, who had no Rt in her life but as Exr. of ye s.
Mackall & dyed with her & after her death could not devend to ye Libell. for if
any benefitt by ye Executr had (as by ye s. Estate will appeared otherwise) Reverted
to him in Rt of her, yet he must have taken it while Qualified in law
to do it, which was only while she was living & Exr. then ceased Rt being
now by her death extinct, all which matters & things the s. Respdts are ready to
prove, & do humbly hope shall plead, and prayed to be dismissed with
their Reasonable Costs in this behalf wrongfully sustained

Kinsm Chiffelynne proctor for
the Defts