The Bill of Complaint of Robert Dennis of Dorchester County humbly sheweth that a certain James B Robins one of the Associate Judges of Dorchester County Court, as Executor of Littleton Robins deceased recovered a Judgment against your Complainant in Dorchester County Court for the sum of Seven thousand dollars penalty and Costs, to be released on the payment of Six hundred and twenty three dollars and eighty eight cents with Interest from 1st April 1822, all paid and Costs, at April Term Eighteen hundred and twenty two as by reference to the said Judgment record and proceedings to be filed with this Bill and Made a part thereof may more fully appear, a short Copy of which marked exhibit No. 1. is now filed with this Bill. Your Complainant further states that some time in July in the year Seventeen hundred and Ninety eight, a certain John Dennis brother to your Complainant was indebted to the said Littleton Robins in his lifetime and to secure the payment thereof executed a deed of Conveyance to the said Littleton for several tracts and parcels of Land and Saw Mill lying and being in Worcester County, intended as a mortgage, as by reference to an Official Copy of the said deed marked exhibit No. 2. herewith filed and made a part of this bill and also exhibit No. 5. may more fully appear. That afterwards sometime in the Month of April eighteen hundred and six the said John Dennis further to secure the payment of such sum or sums of money as he was indebted to the said Littleton Robins executed a bill of Sale to the said Littleton Robins for divers Negro Slaves and other valuable personal estate, for more particular information your Complainant begs leave to refer to an Official Copy of the said bill of Sale marked exhibit No. 3. here with filed and made a part of this bill.

That the said John Dennis died sometime in the year eighteen hundred twelve or 1813, but the time is not distinctly recollected by your Complainant, that soon after the death of the said John Dennis, his son John Dennis Nephew to your Complainant, came to your Complainants house in Dorchester County, in great distress and informed your Complainant that all his fathers Estate was Mortgaged to the said Littleton Robins and begged for relief and assistance. Your Complainant then asked him what was the Amount of the Mortgage Money, he Answered he Could not tell. Your Complainant then directed him to go down, and see Littleton Robins, and ascertain it, that his said Nephew John Dennis did go and returned bringing a Certificate from the said Littleton Robins that upon a settlement between the said John Dennis the father in his lifetime, and the said Littleton Robins there was found due to the said Robins the sum of eight hundred and twenty nine pounds three shillings and two pence in the hand writing of the said Littleton Robins with a verbal Mortgage that if your Complainant would furnish Means, to the said John the Nephew to rebuild the Mills, build a granary, and furnish a pair of new French Burr Millstones, he the said Littleton Robins would give the said John his Own time to pay up, that he would give him up also a considerable part of the debt, and in Confirmation of the same representation the said James B Robins told your Complainant that he had often heard the said Littleton Robins his Uncle say, that he intended to give up a Considerable part of the said debt. That your Complainant relying upon and believing the said representation did advance for the purposes aforesaid a sum of Money to the Amount of Nine hundred and twenty Dollars and that the whole Work was executed by the said John Dennis his Nephew before his death. That the said John Dennis the Nephew died sometime in the year 1814. that soon after his death sometime about the twenty fourth day of October in the year eighteen hundred and fourteen the said James B Robins and a Certain Robert Dennis brother of the said John and Nephew to your Complainant Came to the house of your Complainant in Dorchester County, whilst he was sick and Confined to his bed by the Gout, and proposed to your Complainant that he should become security to the said Littleton Robins for the payment of the balance due on the said Mortgage Money, that the said James B Robins acted as Agent for the said Little Robins that your Complainant Considered the said Robert rather dissipated and indiscreet and not having confidence in his prudence or discretion refused unless the said Littleton Robins would immediately transfer and Convey to your Complainant all the said real and personal estate which had heretofore been Conveyed to the said John Dennis, by the said John Dennis, his father, as aforesaid in trust to the said Littleton Robins as stated in the said deed and bill of sale, and that upon such Conveyance and transfer of all the said real and personal estate to your Complainant that he would then pass his bond for the amount of the balance of the Mortgage Money as proposed but upon no other conditions or terms. That upon your Complainants declaration as above the said James B Robins and the said Robert Dennis the Nephew consulted together, and after such Consultation, the said James B Robins proposed to your Complainant in the presence of the said Robert, that if your Complainant would agree to pay up the Mortgage money then due that the said Littleton Robins would on his part immediately convey and transfer to your Complainant all the said real and personal estate mentioned in the said deed and bill of Sale executed as aforesaid, by the said John Dennis the brother, and that upon your Complainants executing his bond for the same to the said Littleton Robins that he the said James B Robins would pass his bond to your Complainant with Condition that the said Littleton Robins should forthwith Convey and transfer to your Complainant all the said real and personal estate, which proposition your Complainant accepted, and agreed to. Whereupon the said James B. Robins immediately drew the said bonds, and after having drawn them he presented to your Complainant the bond to be passed to the said Littleton Robins in the penal sum of seven thousand dollars conditioned for the payment of three thousand five hundred and twenty dollars in installments to be executed by your Complainant and represented that the same was the balance of the Mortgage Money - Your Complainant being sick and confined to his bed and confiding in the said representation, promise and agreement of the said James B Robins without reading the said bond on the 24th day of October 1814. executed and delivered the said Bond according to said agreement as by reference thereto in the said record a copy of which marked No. 4, herewith filed and made a part of this bill may more fully appear, that the said bond was passed and executed by the Complainant for the above consideration and no other - That the said James B Robins acting as Agent for the said Littleton Robins in Consideration of the premises on the said 24th October 1814, executed and delivered to your Complainant his bond with Condition that the said Littleton Robins should immediately convey and transfer all the said real and personal estate above Mentioned according to and in pursuance of the said agreement - Your Complainant further states that afterwards sometime in the Month of May eighteen hundred and sixteen your Complainant with the Consent of the said Littleton Robins exposed at public sale the said real estate at which sale a certain Briddle became the purchaser for three thousand five hundred and twenty one dollars, that the said Briddle at the same time became answerable to the said Littleton Robins for the said purchase Money and either paid him the Money at the time or gave his bond to the said Littleton Robins for the same with interest from that time and the said Littleton Robins accepted and received the same in payment and on account of the said bond passed by your Complainant to the said Littleton as aforesaid that your Complainant never received the same nor any part thereof, and verily believed at the same time that the said purchase Money paid or more than paid the balance of the said Mortgage Money for which your Complainant had passed his bond as aforesaid, that the deed a copy of which marked exhibit No. 5, herewith filed and made a part of this bill was filed with the Clerk (Clerk of Court) about the time of the said sale, and that your Complainant had frequently enquired of the Clerk of Worcester County to know whether the transfers and Conveyances of the said real and personal estate were Made to him, and had always been informed that none had been made except the above exhibit No. 5. That the day after the sale of the said real estate and the acceptance of the said Briddle for the said purchase money by the said Littleton Your Complainant asked the said Littleton Robins for his said Bond, believing it to be more than satisfied, that the said Littleton Robins replied that he had it not with him, but that he would immediately send it to your Complainant together with a transfer of the said personal estate, according to the said Contract, that about the same time the said James B Robins called upon your Complainant to deliver up to him the said James his said Bond passed by him the said James to your Complainant as aforesaid and assured him that the said Littleton Robinson would immediately comply with the condition thereof and transfer and convey all the said personal estate to your Complainant in Consideration whereof your Complainant relying upon and fully confiding in the said promises and agreements made by the said James B Robins and the said Littleton Robins as aforesaid immediately delivered up the said bond to the said James B Robins who took possession thereof and your Complainant saith that the said Littleton Robins soon after the said sale died, and left the said James B Robins the executor of his last will and testament. Nevertheless and notwithstanding the said assurances and promises the said Littleton Robins in his lifetime, and the said James since his death yet have not transferred and conveyed the said personal estate to your Complainant but have hitherto altogether refused and neglected to transfer and convey the same contrary to the said agreement and contract aforesaid by reason whereof your Complainant hath been altogether deprived of the very consideration and benefit of the same personal estate and hath been greatly injured.