of September Anno Domini 1773 come again the said Parties plaintiff and defendant by their Attornies aforesaid and
the said Frank Leche by his Attorney aforesaid declared against the said Susannah Johns in the plea aforesaid
as follows to wit, Ann Arundel County to wit Susannah Johns Administratrix of all and singular the goods
and Chattels rights and Credits which were of Hinsey Johns lately deceased who died intestate as it is said was attached
to answer unto Frank Leche Administrator of all and singular the goods and Chattels rights and Credits which were
of John Philpott deceased who died intestate as it is said of a plea of Trespass upon the case and so forth. And
whereupon the said Frank by Thomas Jennings his Attorney complains that whereas the aforesaid Hinsey in his
life time to wit on the first day of March in the year of our Lord one thousand seven hundred and Sixty three at
Ann Arundel County aforesaid was indebted unto him the said John in his life time in the Sum of three hundred
pounds nineteen Shillings and two pence Sterling money for sundry matters properly chargeable in Account as by
a particular account thereof herewith into Court brought may appear and being so thereof indebted the aforesaid
Hinsey in his life time afterwards to wit on the day and year aforesaid at the County aforesaid in consideration thereof
upon himself assumed and to the said John in his life time then and there faithfully promised that he the said
Hinsey the aforesaid Sum of money to him the aforesaid John when afterwards he should be thereunto required
would well and truly content and pay And whereas also the aforesaid Hinsey in his life time afterwards to wit
on the day and year last aforesaid at the County aforesaid was indebted unto him the said John in his life time
in another Sum of three hundred pounds nineteen Shillings and two pence Sterling money for the like
Sum of money by him the said John in his life time at the special instance and request and to the use and
behoof of him the said Hinsey in his life time before that time laid out expended and paid and being so thereof
indebted the aforesaid Hinsey in his life time afterwards to wit on the day and year last aforesaid at the
County aforesaid in consideration thereof upon himself assumed and to the said John in his life time then and there
faithfully promised that he the said Hinsey the last aforesaid Sum of Money to him the aforesaid John when
afterwards he should be thereunto required would well and truly content and pay and whereas also the aforesaid
Hinsey in his life time afterwards to wit on the day and year last aforesaid at the County aforesaid was indebted
unto him the said John in his life time in another Sum of three hundred pounds nineteen Shillings and two
pence Sterling money for the like sum of money to him the said Hinsey in his life time by the said John in
his life time at the special instance and request of the said Hinsey in his life time before that time lent and
delivered and so being thereof indebted the aforesaid Hinsey in his life time afterwards to wit on the day and year
last aforesaid at the County aforesaid in Consideration thereof upon himself assumed and to the said John in his
life time then and there faithfully promised that he the said Hinsey the last aforesaid Sum of money to him the
aforesaid John when afterwards he should be thereunto required would well and truly content and pay And
whereas also the aforesaid Hinsey in his life time afterwards to wit on the day and year last aforesaid at the
County aforesaid was indebted to the said John in his life time in another Sum of three hundred pounds
Nineteen Shillings and two pence Sterling money for divers goods wares and Merchandizes of the said John in
his life time bought and by him to the said Hinsey in his life time and at his special instance and request before
that time there sold and delivered and being so thereof indebted he the aforesaid Hinsey in his life time
afterwards to wit on the day and year last aforesaid at the County aforesaid in Consideration thereof upon

himself assumed and to the said John in his life time then and there faithfully promised that he the said Hinsey the
last aforesaid Sum of money to him the aforesaid John when afterwards he should be thereunto required would well
and truly content and pay And whereas also the aforesaid Hinsey in his life time afterwards to wit on the day and
year last aforesaid at the County aforesaid in Consideration that he the said John in his life time had at the special
instance and request of him the said Hinsey in his life time sold and delivered to him the said Hinsey in his life
time divers other goods wares and Merchandizes he the aforesaid Hinsey in his life time afterwards to wit on the day
and year last aforesaid at the County aforesaid upon himself assumed and to him the said John in his life time
then and there faithfully promised that he the said Hinsey when afterwards he should be thereunto required would
well and truly pay unto the said John all such Sums of money as the said last mentioned Goods wares and
Merchandizes were worth at the time of the Sale and delivery thereof as aforesaid and the aforesaid Frank in
fact saith that the goods wares and Merchandizes last mentioned so sold and delivered to the said Hinsey in his life
time by the said John in his life time were reasonably worth at the time of their sale and delivery as aforesaid another
Sum of three hundred pounds Nineteen Shillings and two pence Sterling money whereof the aforesaid Hinsey in his
life time afterwards to wit on the day and year last aforesaid at Ann Arundel County aforesaid had notice And whereas
also the aforesaid John in his life time afterwards to wit on the day and year last aforesaid at the County aforesaid had at
the special instance and request of him the said Hinsey in his life time done and performed for him the said Hinsey in his
life time divers works labours and services in and about the business and affairs of him the said Hinsey in his life time
he the said Hinsey in his life time afterwards to wit on the day and year last aforesaid at the County aforesaid in
Consideration thereof upon himself assumed and to the said John in his life time then and there faithfully promised
that he the said Hinsey when afterwards he should be thereunto required would well and truly content and pay
unto him the said John all such Sums of money as he the said John had reasonably deserved to have for his said
works labours and services And the aforesaid Frank in fact says that the said John in his life time reasonably
deserved to have of the said Hinsey for the same works labours and services another Sum of three hundred pounds
nineteen Shillings and two pence Sterling money whereof the said Hinsey in his life time afterwards to wit
on the day and year last aforesaid at the County aforesaid had notice Nevertheless neither the aforesaid
Hinsey in his life time nor the aforesaid Susannah since the death of him the said Hinsey to which said
Susannah the Administration of all and singular the goods and Chattels which were of the aforesaid Hinsey
at the time of his death was at the County aforesaid after the death of him the said Hinsey in due form of Law
committed the several premises and Assumptions aforesaid of him the said Hinsey so as aforesaid in his life time
made not regarding but minding and fraudulently intending him the said John in his life time and the aforesaid
Frank since the decease of him the said John in this behalf craftily and subtilly to deceive and defraud the
aforesaid several Sums of money or either of them or any part of either of them to the said John in his life time or to the
said Frank after the death of the said John To which said Frank Administration of all and singular the goods and
Chattels rights and Credits which were of the said John at the time of his death was by

after the death of him the said John to wit on the day of

in the year of our Lord Seventeen hundred and in Ann Arundel County aforesaid in due form of
Law committed have not yet paid nor hath either of them paid or in any manner contented although so to do the
said Hinsey in his life time and the aforesaid Susannah since the death of the said Hinsey by the aforesaid