mentioned so sold and delivered to the said John in his life time were reasonably worth at the time of their sale and delivery other fifty seven pounds eight shillings and One penny current money & sixteen thousand pounds of Tobacco whereof the said John in his life time afterwards, to wit, on the day and year aforesaid at Frederick County aforesaid had notice. And whereas the aforesaid William Drone Senior afterwards in his life time, to wit, on the day and year last aforesaid at Frederick County Aforesaid had at the special Instance of him the said John in his life time done and performed for him the said John divers works, labours and services in and about the business and affairs of him the said John, he the said John afterwards in his life time, to wit on the day and year aforesaid at the County aforesaid in consideration thereof upon himself assumed and to the said & William Drone Senior in his life time then and there faithfully promised that he the said John when afterwards he should be thereunto required would well and truly content and pay unto him the said William Drone Senior all such sums of money and Tobacco as he the said & William Drone Senr had reasonably deserved to have for his work, Labour and Services and the aforesaid William Drone Senior in fact saith & that he reasonably deserved to have for his work, Labour and Services of him the said John the sum of fifty seven pounds eight shillings and one penny current money and sixteen thousand pounds of tobacco whereof the said John afterwards in his life time, to wit, on the day and year aforesaid at Frederick County aforesaid had notice, Nevertheless the aforesaid John in his life time and the aforesaid Lindsey and Sarah since the death of him the said John the several promises and assumptions aforesaid of the aforesaid John in his life time so as aforesaid made not regarding but minding and fraudulently intending him the said William Drone Senior in his life time and the said & William Drone Junior since the death of him the said William Drone Junior since the death of him the said William Drone Senior craftily and subtilly to deceive and defraud the aforesaid several sums of fifty seven pounds eight shillings and one penny current money and & sixteen thousand pounds of Tobacco or either of them or any part thereof neither to him the said William Drone Senior in his life time nor to the said William Drone Junior since the death of him the & said William Drone Senior have paid or contented (altho so to do the aforesaid John in his life time, to wit, on the day and year last aforesaid at the County aforesaid and the said Lindsey and Sarah since the death of the said John to wit, on the day of seventeen hundred and and often afterwards at the County aforesaid in the life time of him the said William Drone Senior was by the said William Drone Senior and since his death by the said William Drone Junior, to wit, on the day of seventeen hundred and and often afterwards at the County aforesaid but the same or any part thereof to him the said William Drone Senior in his life time or to the said William Drone Junior & since the death of him the said William Drone Senior to content or pay he the said John in his life time and the said Lindsey and Sarah since his death have altogether refused and the said Lindsey and Sarah still do refuse to the damage of him the same

same William Drone Junior in the sum of five hundred pounds Current Money and therefore he brings suit and so forth and he brings here into Court the letters Testamentary aforesaid of him the said William Drone Senior whereby it appears to the Court here that the aforesaid William Drone Junior is Executor of the Testament aforesaid and thereupon hath administration and so forth. { John Doe & Richard Roe

B Johnson for the Plff. Pledges and so forth

And thereupon on motion of the said William Drown Executor as aforesaid by his attornies aforesaid, it is ruled by the Court here that the said Lindsey Delashmutt and Sarah his wife Executors as aforesaid answer to the declaration aforesaid of the said William Drown Executor as aforesaid, or Judgment by the Court here will be entered against them in default thereof; and the said Lindsey Delashmutt and Sarah his wife Executors as aforesaid by their attorney aforesaid defends the force and injury when and so forth and prays leave of the Court here to imparle until the second Tuesday of may next, and then to answer to the declaration aforesaid of the said William Drown Executor as aforesaid in the plea aforesaid, and to him it is granted, the same day is given to the said William Drown Executor as aforesaid also.

At which said second Tuesday of May being the eleventh day of the said month in the year of our Lord one thousand seven hundred and ninety to which said day the said Lindsey Delashmutt and Sarah his wife had leave to imparle and then to answer to the declaration aforesaid of the said William Drown Executors as aforesaid in the plea aforesaid, comes again into the General Court here as well the said William Drown Executor as aforesaid by his attorney aforesaid, as the said Lindsey Delashmutt and Sarah his wife Executors as aforesaid by their attornies aforesaid; and the said Lindsey Delashmutt and Sarah his wife Executors as aforesaid by their attornies aforesaid as before defends the force and injury when, and so forth, and says, that they did not assume upon themselves, in manner and form as the aforesaid William Drown Executor as aforesaid above against him hath complained, and this he puts himself upon the Country, and the said William Drown & Executor as aforesaid in like manner and so forth. Therefore let a Jury thereon appear before the Court here immediately, by whom &c. and who neither &c. to recognize &c. because as well &c. the s-

And the said William Drone Executor as aforesaid by his said attorney, as before defends the wrong and injury when &c. and saith that he cannot deny the said action of the said William Drone Executor as aforesaid nor but that the said William Drone Senior in his life time did undertake and promise in manner and form as the said William Drone Executor as aforesaid hath above thereof complained against them, nor but that the said William Drone Executor as aforesaid hath sustained damages, by reason of the non performance of the said promises and undertakings in the said declaration mentioned to the sum of five hundred pounds Current Money, as the said William Drone Executor as aforesaid hath above supposed; and upon this the said William Drone Executor as aforesaid prays Judgment and his damages so acknowledged, together with his costs and charges by him about his suit in this behalf expended, to be adjudged to him &c. Therefore it is considered by the Court here, that the said William Drone Executor as aforesaid recover against the said Lindsey Delashmutt

and,