George and William in the lifetime of the said William and to the use of being indebted the said Joseph in his lifetime in Consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid upon himself assumed and to the said George and William then and there faithfully promised that he the said Joseph the sum of money aforesaid to the said George and William when he shall be thereto afterwards required would well and truly content and pay, yet the said Joseph in his lifetime and the said Ann since his death the promise and assumption of the said Joseph in his lifetime in form aforesaid made not regarding but contriving and fraudulently intending the said George and William in the lifetime of the said William and the said George since the death of the said William in this behalf to deceive and defraud the sum of money aforesaid to the said George & William or either of them have not nor hath either of them paid (although the same to do the said Joseph in his lifetime afterwards to wit, on the same day and year aforesaid at the County aforesaid to the said George & William was required and the said Ann since the death of the said Joseph by the said George and William at the County aforesaid hath been often required, but the same to them to pay they have hitherto altogether refused and do the said George to pay the said Ann still do refuse and to the damage of the said George one thousand pounds current money of Maryland & therefore he brings suit &c

Wm Tilghman pledges &c John Doe Richard Roe, and the said George Buck by his attorney aforesaid prays that the said Ann Earle Administratrix as aforesaid might be ruled to file her plea in answer to the Declaration of him the said George Buck, on or before the second Tuesday of September then next following, or that Judgment by Default thereof against her might be rendered, and it was granted unto her the same day was given to the said George Buck then &c At which said second Tuesday in September came here again the parties aforesaid by their attorneys aforesaid. Whereupon it was ruled by the Court here, that the said Ann Earle Administratrix as aforesaid should be ruled to employ new Counsel by the second Tuesday in April then next following —

And now here on this day to wit, the second Tuesday in April in the year seventeen hundred and ninety one. Came here again the said George Buck by his attorney aforesaid as the said Ann Earle Administratrix as aforesaid by William Cook and Richard Tilghman Earle her attorneys, and the said George Buck by his said attorney affirms the following account which here insert as follows to wit,

Joseph Earle Dr. to George and William Buck — Dr.

1770	To Cash received of James Jones	£ 5.. 6.. 6
1771	To do received of Benjamin Ellington	6.. 12.. 6
1772	To do received of Charles Gordon	15.. 0.. 0
1773 Feb. 25	To do received of Henry Sadler	100.. 0.. 0
1774 Apl. 15	To do received of do	136.. 0.. 0
— June 17	To do received of do	50.. 0.. 0
	To do received of do at sundry times between March 1774 and 29th Nov. 1775	105.. 2.. 1¾
1777 Feb. 24	To do received of do Continental paper money £40 exchange 14½	30.. 0.. 0
	To a crop note received of Arthur Emory	10.. 15.. 0
		£ 458.. 16.. 1¾
	To Balance as above	£ 369.. 18.. 1
	To Interest thereon from 1 January 1783 to 20th June 1789 by 5 yrs 20 do	143.. 8.. 1½
		£ 513.. 6.. 1½
1789 June 20	To Balance as p. Cont	393.. 6.. 1½
	To Int. on 369..18..1 from 20th June 89 to 6 Jany 1790 6 mo 15 do	12.. 0.. 1
		£ 405.. 6.. 2½

1790 Jany 6	To Bal. as p. Cont	27£.. 3.. 8½
	To Int. on 27£.. 3.. 8½ from Jany 6th 1790 to Apl 14th 1791 1 yr 3 mo 8 d	2.. 18.. 1½
		295.. 0.. 10
1770 Apl. 27	By Bal. of your acct. settled this day with Capt. Young	55.. 19.. 1½
	By cash paid Goddard the printer for Advertisement	" 15.. 0
1770	By attorney's fees and Sheriff's fees this year	4.. 12.. 9
1771	By do	1.. 17.. 6
	By cash paid Mr Barrell on your acct	2.. 3.. 2
	By do paid Henry M'Pence	" 12.. 6
	By Commission on £458..16..1¾ rec. as p. Cont. @ 5 p Ct	22.. 18.. 11¼
		£ 88.. 18.. 10½
	Balance	36.. 18.. 1
		£ 458.. 16.. 1¾
1789 Jun 20	By Cash p. William Tilghman by Ann Earle admx of Joseph Earle	120.. 0.. 0
Jun. 20. 89	Balance	393.. 6.. 1½
		£ 513.. 6.. 1½
1790 Janry 6	By Cash p. to William Tilghman by Ann Earle admx of Joseph	13.. 2.. 6
	Bal.	27£.. 3.. 8½
		£ 405.. 6.. 2½
Apl 14. 91	By Balance as p. Cont	£ 295.. 0.. 10

Judgment to be entered for £ 295..0..10 for George Buck surviving partner of William Buck against Ann Earle admx of Joseph Earle

Wm Tilghman for Plff

W. T. Earle for Ann Earle admx of Joseph Earle

And the said Ann Earle Administratrix as aforesaid by her attorney aforesaid saith that she cannot gainsay the action aforesaid of him the said George Buck, so as aforesaid against her brought, nor that the said George Buck hath sustained damage to the same of two hundred and ninety five pounds one shilling and two pence current money by reason of the non performance of the promise and assumption aforesaid in manner and form aforesaid so as aforesaid against her alleged. Therefore it is considered by the Judges here that the said George Buck recover against the said Ann Earle Administratrix as aforesaid as well the sum of two hundred and ninety five pounds one shilling and two pence current money his damages aforesaid in form aforesaid confessed, as also the quantity of five hundred and twenty five pounds of tobacco by the Court here mistaken on his account adjudged for his costs and charges by him about his suit in this behalf laid out and expended, to be levied of the goods and chattels which were of the said Joseph Earle in the hands of the said Ann Earle to be administered being if so much in her hands she hath, and if she has not, then the Damages and Costs aforesaid to be levied of the proper goods and chattels of the said Ann Earle administratrix as aforesaid and the said Ann Earle Administratrix as aforesaid in mercy &c

James Earle Clk