said William in his life time in consideration thereof afterwards to wit, the day and year afs.d at the County afs.d upon himself assumed and faithfully promised the said Thomas that he the said William would well and truly pay to the said Thomas the sum of money last afs.d when he the said William should be thereto afterwards required: And whereas also the said William in his life time, to wit, on the day and year first afs.d at the County afs.d was indebted to the said Thomas in one other sum of eleven pounds, thirteen shillings and six pence current money, for the like sum of money by the said William in his life there before that time had and received, to and for the use of the said Thomas; And so thereof being indebted, the said William in his life time in consideration thereof afterwards to wit, the day and year afs.d at the County afs.d upon himself assumed and faithfully promised the said Thomas, that he the said William would well and truly pay to the said Thomas the sum of money last afs.d when he the said William should be thereto required: And whereas also the afs.d William in his life time, to wit, the day and year first afs.d at the County afs.d was indebted to the said Thomas in one other sum of two hundred and nineteen pounds, four shillings and a halfpenny current money, as well for the principal as the Interest of a certain liquidated State Certificate, by the said William in his life time there before that time had and received to and for the use of the said Thomas; and so thereof being indebted the said William in his life time in consideration thereof, afterwards, to wit, the day and year afs.d at the County afs.d upon himself assumed and faithfully promised the said Thomas, that he the said William would well and truly pay to the said Thomas the sum of money last afs.d when he the said William should be thereto afterwards required: And whereas also the afs.d William in his life time, to wit, the day and year first afs.d, at the County afs.d was indebted to the said Thomas in one other sum of two hundred and nineteen pounds, four shillings and a halfpenny current money, for the like sum of money by the said William in his life time there before that time had and received to and for the use of the said Thomas; and so thereof being indebted the said William in his life time in consideration thereof afterwards, to wit, the day and year afs.d at the County afs.d assumed upon himself and faithfully promised the said Thomas that he the said William would well and truly pay to the said Thomas the sum of money

last afs.d when he should be thereto afterwards required: Nevertheless the said William in his life time and the afs.d Levin Kirkman his Executor after his death, the afs.d several promises and assumptions of the said William in his life time in form afs.d made not regarding, but intending to deceive and defraud the afs.d Thomas in this behalf, the afs.d several sums of money or any of them, or any part thereof, to the said Thomas yet have not, nor hath either of them paid (altho' to pay the same, the said William in his life time to wit, on the first day of June in the year afs.d and the said Levin after his death, to wit, on the first day of September in the year afs.d by the said Thomas at the County afs.d were respectively required) but the same to him to pay the afs.d William in his life time, and the afs.d Levin after his death have and each of them hath hitherto altogether refused, and the same to him to pay the said Levin doth still refuse to the damage of the said Thomas in the sum of four hundred pounds, current money, and therefore upon he brings this Suit &c.a

Wm. Hallett Dep. Sheriff. John Doe, Richard Roe } Pledges &c.a

The Account whereof mention is made in the Declaration afs.d ensues in the following words and figures to wit;

D.r Mr. William Ennalls Hicks, deceased

1706 To cash lent him for the purpose of paying Mrs. Mary Jones	£ 3.. 0.. 0	
1707 April 6th To cash over paid him by John Scott on my account on settlement that day	11.. 13.. 6	
To a Specie Certificate liquidated lodged in his hand for D.r Wheyland and afterwards applied by him to his own use. Viz. Principal sum £ 195.. 16.. 4		
Interest thereon then due	23.. 9.. 8 p.r	
	219.. 4.. 0 p.r	
To be deducted by agreement with D.r Wheyland	3.. 0.. 0	
		216.. 4.. 0 p.r
Balance due		230.. 17.. 6 p.r

Errors excepted. Thos. Hicks

At the foot of the aforegoing Account was thus endorsed to wit;

Dorchester County to wit, I hereby certify that on the 12th day of September 1707, personally appeared Thomas Hicks before me the Subscriber, one of the Justices of the peace in and for the County afs.d, and made