

one-half-dozen table and half-a-dozen tea-spoons, all of silver; three cooking pots and three hangers; To Have and to Hold all and singular the lands and premises herein before mentioned with their, and every of their appurtenances, unto him, the said *John Hook*, his executors, administrators and assigns, in manner following, that is to say: To Have and to Hold the said ten acre lot, and the other lot on Alice-Anna street for and during all the rest, residue and remainder of the original terms granted for each respectively; subject to the rents and covenants reserved and contained in the above, in part, recited lease and assignment; and To Have and to Hold all and singular the household and kitchen furniture, plate, and negroes, unto him the said *John Hook*, his executors, administrators and assigns, forever. *Provided always*, and it is the true intent and meaning of these presents, and of the said parties hereto, that if the said *John Hook*, his executors, administrators or assigns, shall absolutely omit, neglect and refuse to pay the said recited creditors of the said *Anthony Hook* their several and respective just debts and demands against the said *Anthony Hook*, then this indenture, and every matter, clause, and thing, herein contained, shall cease, determine, and be utterly null and void to all intents and purposes whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding.'

The bill further states, that in June, 1798, *Anthony Hook* died intestate leaving five children, *John Hook*, who took out letters of administration upon his estate, *Margaret Knight*, *Catherine Orbin*, *Barbara Morrow* and *Ann Barbine*, who were all then living, and were 'the remaining heirs at law of the said *Anthony Hook*;' that in the month of September, 1800, *John Hook* died intestate, and letters of administration upon his estate were granted to his widow, the defendant *Barbara*, who, in the inventory of her intestate's estate, returned, as a part of it, the property mentioned in the deed of the 17th of August; and in the year 1801, she sold the whole of the ten acre lot at auction; and either herself bought, or caused to be purchased for herself; and afterwards held the same accordingly; that shortly after the sale the defendant *Barbara* intermarried with the defendant *Edward Hagthrop*; and they, on the 12th of February, 1802, rendered their first administration account to the Orphans Court, in which they charged themselves with no more than the sum of \$3,342 14, the aggregate valuation of the inventory; when, in truth, the sales of the ten acre lot alone amounted to \$5,275; that afterwards, on the 21st of February,