

Q D Wm Holland Wm Perkins
Executors of John Holland

Somerset sh^r Thomas Adams late of Somerset County planter
Lawyer was attached to answer unto William Holland Executor
William Perkins and Tabitha his wife ^{Executors} of the testament
and last will of John Holland late of Somerset County planter

vs Thomas Adams...

Dec. of a plea of trespass upon the Case

And whereupon the said William Holland and William Perkins and Tabitha his wife by Geo: Douglas their attorney complain that whereas the said Thomas after the first day of May Anno Dom. MDCCV to wit on the twenty eight day of April Anno Dom. MDCCXXV at Somerset County afo^r within the limits of this Court made his certain note in writing called a promissory note with his proper hands subscribed bearing date the day and year last mentioned and that note to the said John Holland in his life time then and there did deliver by which said note the said Thomas promised to pay to the said John Holland his heirs Executors or assigns the quantity of twelve hundred foot of pine plank Dutch thick on or before the twenty fifth day of December then next ensuing the date of that note and in case the said last mentioned quantity of plank should not be paid according to the tenor above expressed then the said Thomas did promise to pay to the said John Holland the quantity of twenty four hundred foot of like plank at the head of saint Martins and the afo^r William Holland and Wm Perkins and Tabitha his wife Executors of the said John Holland in his fact says that the said Thomas did not pay to the said John Holland in his life or to his said Executors or either of them after the said Johns death on or before the twenty fifth day of December then next ensuing the date of that note the said twelve hundred foot of pine plank Dutch thick by means whereof and by force of the statute in that case lately made and provided the said Thomas Adams became chargeable to pay to the said John Holland in his life the said twenty four hundred foot of plank at saint Martins afo^r in the County afo^r according to the tenor of the said note and being so thereof chargeable on consideration thereof to wit on the day and year first above mentioned at the County afo^r upon himself did assume and to the said John Holland in his life then and there faithfully promise that he the said Thomas the said quantity of plank according to the tenor of that faithfully would pay and content Never the less the said Thomas his promise afo^r in form afo^r made nothing regarding but minding and fraudulently intending the said John in his life and his said Executor since the said Johns death in that part to deceive and defraud the said quantity of plank according to the tenor of that note the said John in his life time or his said Executor or either of them for the same since his death hath not paid or either of them for the same in any sort Contented but that to doe hath altogether refused