persons from the said lists, thereupon the remaining twelve persons, being called come that is to say; Edward Brown, George Bailey, John Abernyman, Thomas Mummey, Peter Forney, Joseph A Wallace, Matthew Swann, John Diffenderffer, Luther J. Radcliffe, Jesse H Willis, Elisha P Barnes and David Burke, who being impannelled, sworn and affirmed to say the truth in the premises, upon their oath and affirmation do say, that the said William Dimond did not keep the said covenant in the said declaration mentioned, in manner and form as the said William Billingslea hath above thereof complained against him, and they assess the damages of the said William Billingslea, by reason of the breach of the said covenant, to sum of six hundred and sixty, eight dollars and ninety cents current money — Therefore it is considered by the Court here that the said William Billingslea recover against the said Elizabeth Dimond, administratrix as aforesaid, as well the sum of two thousand dollars, current money, the damages in the declaration aforesaid mentioned to be sustained by occasion of the breach of the covenant aforesaid, as the sum of sixteen dollars, forty eight cents, and one third of a cent by the Court here, unto the said William Billingslea, on his assent adjudged for his costs and charges by him about his suit, in this behalf laid out and expended, to be levied of the proportion of the goods and chattels which were of the said William Dimond, at the time of his death, and which are or have been, in, or shall hereafter come to, the hands of the said Elizabeth Dimond to be administered, and which may be subject to the damages, costs and charges in a legal course of administration, if so much thereof are or have been in, or shall hereafter come to, the hands of the said Elizabeth Dimond to be administered as aforesaid, and if so much thereof are not, nor have been in, the hands of the said Elizabeth Dimond, to be administered as aforesaid, then the damages costs and charges aforesaid, to be levied of the proper goods and chattels of the said Elizabeth Dimond; and the said Elizabeth Dimond in mercy and so forth.

Memorandum. Judgment was rendered in this cause on the sixteenth day of May Eighteen hundred and twenty five, for the damages laid in the declaration, and costs of suit, the said damages to be released on payment of six hundred and sixty eight dollars and ninety cents, with interest from the said sixteenth day of May, Eighteen hundred and twenty five, and costs.

Memorandum. Before the Jurors aforesaid in the term from the Bar of the Court here, the said Elizabeth Dimond, administratrix as aforesaid, by her Attorney aforesaid, filed in Court here the following Bill of Exceptions to wit.

William Billingslea
vs.
Elizabeth Dimond
adm.x of Wm Dimond

Action of covenant in Balto County Court. March Term 1828

The Plaintiff in order to support the issue on his support, gave in evidence the following Deed, Records & Certificates — This Indenture made this ninth day of November in the year of our Lord one thousand, eight hundred and fifteen, between William Dimond, of the City of Baltimore, in Baltimore County, in the State of Maryland, Mariner, of the one part, and William Billingslea of Harford County, in the State aforesaid of the other part, Witnesseth that the said William Dimond, for and in consideration of the sum of two thousand, six hundred dollars, to him paid by the said William Billingslea, at and before the ensealing and delivery of these presents, to the receipt whereof the said William Dimond doth hereby acknowledge, hath granted, bargained and sold, assigned, aliened, enfeoffed, conveyed and confirmed, and by these presents doth grant, bargain and sell, assign, alien, enfeoff, convey and confirm, unto the said William Billingslea, his heirs and assigns, all that tract or parcel of land lying and being in Harford County, in the said State of Maryland

known by the name of the Horse Range, on the north side of the head of Bush River which is contained within the following metes and bounds, courses and distances to wit: Beginning at a stone where a spanish oak formerly stood, by the side of a Creek called Ha Ha Creek, it being in a line with John Hathaway, and running with John Hathaway's line west north west, three hundred and forty two perches, to a bounded white oak, thence north, north east, one hundred and ten perches, thence east south east ten hundred and forty five perches, then with a direct line to the beginning, containing two hundred acres of land, more or less: Together with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversion and remainder, rents, issues and profits thereof, and all the estate, right, title and interest whatsoever of him the said William Dimond, both at Law and in equity, of, in, to and out of the tract or parcel of land and premises hereby bargained and sold, or meant, mentioned or intended hereby so to be, and any or every part and parcel thereof, To have and To Hold the said tract or parcel of Land, so as aforesaid described, called Horse Range, or by whatsoever name the same may be called, together with the buildings and appurtenances, and all and singular other the premises, hereby bargained and sold, or meant, mentioned or intended, hereby so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said William Billingslea his heirs and assigns forever, to the only proper use and benefit of the said William Billingslea, his heirs and assigns forever, and to and for no other use or benefit whatsoever. And the said William Dimond for himself, his heirs, executors and administrators, doth hereby covenant, grant promise & agree, to and with the said William Billingslea, his heirs, executors, administrators and assigns, that he the said William Dimond, and his heirs, the said tract or parcel of land and premises, hereby bargained and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him the said William Billingslea, against himself, the said William Dimond, and his heirs and against all and every person or persons whatsoever, claiming or to claim, any right, title or interest in and to the same, or any part thereof, shall and will hereafter warrant and forever defend, by these presents, and the said William Dimond for himself his heirs, executors and administrators, doth further covenant, grant and agree, to and with the said William Billingslea, his heirs, executors, administrators and assigns, that he the said William Dimond, and his heirs, shall and will at all times hereafter whenever thereto by him, the said William Billingslea, his heirs or assigns requested to do, at the proper cost and expense of the said William Billingslea, his heirs or assigns, make, do and execute and acknowledge, all and every such further and other assurance — assurances, deed or deeds, conveyance or conveyances, devise or devises in law as he, the said William Billingslea his heirs or assigns, or his or their counsel learned in the law, may or shall advise, devise or require for the more certain and effectual assuring, conveying and quieting the possession of the said William Billingslea, his heirs and designs, of in and to the said tract or parcel of land and premises, with the appurtenances forever. In Witness whereof the said William Dimond hath hereunto set his hand & seal, the day and year first above written.

Wm Dimond (seal)

Signed, sealed and Delivered, in the presence of, S. H. Satchell, Nath. Knight.

On the day of the date of these presents, then received of William Billingslea, the sum of two thousand, six hundred dollars, current money, the full consideration within mentioned.

Witness Nath. Knight, S H Satchell. Wm Dimond

Baltimore County, Sc. On this ninth day of November, one thousand, eight hundred and fifteen, personally appeared before us, the subscribers, two justices of the peace for Baltimore County aforesaid, the within named party, William Dimond, and acknowledged this Indenture of Deed, or instrument of writing, to be his act and Deed, according to the true intent and meaning thereof, and that the