in any point of light different from the first it is for Rent, the first clause says Yielding and paying Vc yearly and every Year - the Yearly Rent or sum of Vc the latter Covenant expresses that he shall pay and Vc the said Yearly Rent or sum of Vc in such manner and form as the same is herein before reserved and made payable It is not only Rent; It is a reservation of the same Rent - as expressed in the first clause and grounded on the same considerations is a real contract and will follow the Estate - And we are of Opinion that by the Law of the Land an Action of Covenant for the payment of Rent must be maintained on the privity of Estate - -

And it appears to the Court now here that the pleas above pleaded by the said Elisha Tyson in manner and form aforesaid and the matter therein contained are good and sufficient in Law to Bar the said John Moale from having his said Action against the said Elisha Tyson Therefore it is considered that the said John Moale take Nothing by his said Writ but that he be in Mercy and so forth And it is further considered that the said Elisha Tyson recover against the said John Moale six hundred and eighty nine pounds of Tobacco for his Costs and charges laid out by him about his defence in this behalf adjudged to the said Elisha Tyson by the Court now here by his Assent and that the said Elisha Tyson have Execution thereof and so forth. From which Judgment and Opinion of the Court the said John Moale prays an Appeal to the General Court of the Western Shore to be held at Annapolis the second Tuesday of May next which Appeal is granted and thereupon Bond is filed and Approved by the Court.

Know all Men by these presents that we John Moale and Samuel Johnson both of Baltimore County in the State of Maryland are held and firmly bound unto Elisha Tyson in the sum of Eight thousand pounds of Tobacco to be paid unto the said Elisha Tyson his Heirs Executors Administrators or Assigns to which payment well and truly to be made and done we bind ourselves our heirs Executors and Administrators jointly and severally firmly by these presents sealed with our seals and dated this twenty sixth day of February seventeen hundred and eighty eight.

Whereas a Judgment of Nonsuit hath been obtained by the said Elisha Tyson in Baltimore County Court November Term last against the said John Moale for six hundred and eighty Nine pounds of Tobacco and the said John Moale prays an Appeal unto the General Court for the Western Shore of Maryland as the Law directs Now the Condition of the above Obligation is such that if the above bound John Moale shall not prosecute the said Appeal with effect and satisfy the said Costs of suit awarded by the said Court of Baltimore County and shall not pursue the directions of an Act of Assembly

(entitled)

Entitled an Act for regulating Writs of Error and granting Appeals from and to the Courts of common Law within this province and all Costs damages and charges that shall be awarded by the said General Court of the Western Shore aforesaid then the above Obligation to be remain in full force and virtue in Law.

Signed Sealed and delivered in the presence of the word six being first interlined Rd Moale

John Moale (Seal)
Samc Johnston (Seal)

Whereupon the proceedings aforesaid are ordered to be transmitted accordingly

(seal of Baltimore County)

In Testimony whereof I have hereto set my hand and Seal of Office this tenth day of March in the Year of our Lord One thousand seven hundred and eighty eight.

William Gibson Clk B. Coty

And now here at this day to wit the said second Tuesday of May being the thirteenth day of May Anno Domini seventeen hundred and eighty eight comes into our General Court here as well the said John Moale by Luther Martin and Samuel Johnston his Attornies as the said Elisha Tyson by Richard Ridgely his Attorney But because the Court now here are not yet advised to give their Judgment of and upon the premises day therefore is given the parties aforesaid before the Judges of our said Court untill the second Tuesday of October next to hear their Judgment thereon because the Court now here thereof not yet Vc

At which said second Tuesday of October being the fourteenth day of the same Month Anno Domini seventeen hundred and eighty eight comes again as well the said John Moale by his Attornies aforesaid as the said Elisha Tyson by his Attorney aforesaid.

And the aforesaid John Moale by Samuel Johnston his Attorney cometh and saith that in the Record and proceedings aforesaid and also in the giving of the Judgment aforesaid, there is manifest error in this that by the Record aforesaid it appears that the said Judgment in manner and form aforesaid given for the said Elisha Tyson against him the said John Moale in the plea aforesaid Whereas by the Law of this State of Maryland that Judgment ought to have been for the said John Moale against the said Elisha Tyson and therefore in this there is manifest Error, and therefore prays that the said Judgment for the Error aforesaid and others being in the Record and proceedings aforesaid may be reversed annulled and entirely deemed as none and that he may be restored to all which by the Occasion of the Judgment aforesaid he hath lost and that the said Elisha to the Errors aforesaid may rejoin and that the Court here may proceed to the Examination as well of the Record and proceedings aforesaid as of the Matter aforesaid above assigned for error, and that Judgment may be given for the said John against the said Elisha for his damages sustained by reason of the said Elisha not keeping his covenant in the Record and proceedings aforesaid mentioned and so forth.

And the said Elisha Tyson by his Attorney aforesaid comes and says that there

(is)