or any part thereof, but wholly neglected and refused to pay the same and the said four hundred and twenty five pounds eleven shillings and two pence three farthings are still due and in arrear to the said Joshua Hicks. And the said Joshua Hicks further says that the said James Johnson or his Copartners or any of them did not furnish and supply him the said Joshua Hicks with sufficient carriage to have the said Wood and Coals according to the form and effect of the said Covenant of the said James Johnson so made with the said Joshua Hicks in that respect as aforesaid, but neglected so to do contrary to the form and effect of that Covenant. And so the said Joshua Hicks says that the said James Johnson (although often requested) has not kept with the said Joshua Hicks his said Covenant, so made with him the said Joshua in that Respect as aforesaid, but has broke it and has hitherto wholly denied and still denies to keep the same with the said Joshua Whereby the said Joshuah says that he is injured and has sustained damage to the value of Six hundred pounds and thereupon he brings Suit and so forth.

J. T. Mason for Plaintiff. Pledges to prosecute { John Doe and Richard Roe

At which mentioned second Tuesday of May being the tenth day of the same Month in the year of our Lord One thousand seven hundred and ninety one and the day of the return of the aforegoing writ comes into the General Court here the aforesaid Joshua Hicks by his Attorney aforesaid, and the Sheriff of Frederick County to wit Peter Mantz Gentleman to whom the said aforegoing writ was in form aforesaid directed likewise comes and makes return thereof to the Court here thus indorsed; to wit;

Cepi Non Est 20 February 1791. Peter Mantz, Sheriff.

And the said James Johnson by Luther Martin and Benjamin Johnson his Attornies appears in Court here, and thereupon on motion of the said Joshua Hicks by his Attorney aforesaid, It is ruled by the Court here that the aforesaid James Johnson answer to the declaration aforesaid of the aforesaid Joshua Hicks in the plea aforesaid; or Judgment by the Court here will be rendered against him in default thereof, and the said James Johnson by his Attornies aforesaid defends the force and injury when and so forth; and prays leave of the Court here to imparle until the second Tuesday of October next, and then to answer unto the declaration aforesaid in the plea aforesaid and to him it is granted; the same day is given to the aforesaid Joshua Hicks also.

At which said second Tuesday of October being the eleventh day of the same Month in the year of our Lord One thousand seven hundred and ninety One to which said day the said James had leave to imparle and then to answer unto the declaration aforesaid of the aforesaid Joshua in the plea aforesaid, Comes into the General Court here as well the said Joshua Hicks by his Attorney aforesaid, as the said James Johnson by his Attorneys aforesaid; And the said James by his Attorneys aforesaid defends the force and injury when and so forth, and saith that the aforesaid Joshua his action aforesaid thereof against him to have or maintain ought not, because protesting that he the said Joshua the Covenants or Agreements in the writing aforesaid on his part did not keep and perform, for plea he saith, that he the said James from the time of making the writing aforesaid unto the day of the impetration of the Original writ aforesaid of him the said Joshua in this behalf hath well and truly observed kept and performed all and every the Covenants and agreements in the said writing mentioned on the part of the said James to be performed observed and kept according to the form and effect of the said Writing

to

to wit at Frederick County aforesaid, and this he is ready to verify. Wherefore he prays Judgment if the aforesaid Joshua his action aforesaid thereof against him to have or maintain ought and so forth.

And thereon, on motion of the said James Johnson by his Attorneys aforesaid, It is ruled by the Court here that the said Joshua Hicks give security for Costs in Case he shall happen to be nonsuited in the plea aforesaid — Whereupon comes here into Court in his proper person John Thomson Mason of Washington County, and undertakes for the said Joshua Hicks that if the said Joshua Hicks in the plea aforesaid shall be nonsuited, or from maintaining his action aforesaid shall be precluded then the said Joshua Hicks shall pay unto the aforesaid James Johnson all such costs and charges by him about his suit in this part sustained which shall be adjudged unto the said James Johnson by the Court here, or that he the said John Thomson Mason will do the same for him. —

And the said Joshua Hicks by John Thomson Mason his Attorney saith that he by any thing by the aforesaid James Johnson in the Plea above alledged from having or maintaining his action aforesaid against him the said James to be precluded ought not because protesting that the aforesaid James hath not performed any thing in his covenant aforesaid specified on his part to be performed according to the form and effect of the Covenant aforesaid as the said James hath above alleged for plea; Nevertheless the said Joshua by replying saith, that he the said Joshua on the fifth day of November seventeen hundred and eighty six at the County of Frederick aforesaid did deliver to the aforesaid James Johnson and Company eighty three thousand three hundred and six Bushells of good merchantable Coal for which he the said Joshua was entitled to receive of the said James Johnson the sum of Four hundred and thirty seven pounds eighteen shillings Current Money of Maryland. Nevertheless the aforesaid James Johnson the aforesaid sum of four hundred and thirty seven pounds eighteen shillings Current Money of Maryland or any part thereof to the aforesaid Joshua Hicks hath not paid or satisfied but the aforesaid sum of Money still remains due and unpaid to the said Joshua Hicks and so the said Joshua saith that the said James hath not kept and performed his Covenants aforesaid according to the form and effect thereof but hath broken the same and this he is ready to verify and so forth, wherefore he prays Judgment for his damages by occasion of the said breach of the aforesaid Covenant sustained.

And thereupon on motion of the said Joshua Hicks by his Attorney aforesaid, it is ruled by the Court here, that the said James Johnson rejoin to the replication of the said Joshua Hicks in the plea aforesaid, and if he doth not rejoin to the said replication of the said Joshua Hicks, Judgment will be rendered against him by default, and the said James Johnson by his Attorneys aforesaid prays leave of the Court here to imparle until next Court, and he hath it the same day is given to the aforesaid Joshua Hicks also.

At which said second Tuesday of May being the eighth day of the same month in the year of our Lord Seventeen hundred and ninety two comes again into the General Court here as well the aforesaid James Johnson by his Attorneys aforesaid as the said Joshuah Hicks by his Attorneys aforesaid, and the said James by his Attorneys aforesaid as to the replication of the said Joshua says that he the said Joshua ought not to have or maintain his action aforesaid against him the said James because he says that he paid to the said Joshua the said sum of Four hundred and thirty seven pounds eighteen shillings Current Money according to the form and effect of the Covenants

aforesaid