Issued the 24th. day of April 1801, Test, John Gwinn Clk.

Seal of Ann Arund Coty Co.

In Testimony whereof I have hereunto set my hand and affixed the Seal of Office this 20th. day of May in the year 1801. Nich Harwood, Cl.

And now comes into the General Court here, as well the aforesaid Thomas Contee by Thomas Buchanan his Attorney, as the said Walter Brooches by John Johnson his Attorney aforesaid; And the said Walter Brooches by his Attorney aforesaid, as before defends the force and injury, when and so forth, and saith, that the aforesaid Thomas Contee his Action aforesaid thereof against him to have or maintain ought not, because he saith, that he the said Walter Brooches hath well and truly fulfilled, kept and performed, all and every the Covenants in the said Agreement contained, on his part to be fulfilled, kept and performed, to wit, at the County aforesaid, and this the said Walter Brooches is ready to verify; wherefore he prays Judgment if the said Thomas Contee his said Action against him to have or maintain ought, and so forth.

And the aforesaid Thomas Contee says, that he by any thing by by the said Walter Brooches above in pleading alledged ought not to be precluded from his Action aforesaid thereof against him the said Walter Brooches had, because he says, that the plea aforesaid by the said Walter Brooches in manner and form aforesaid above pleaded, and the matter in the same contained, are not sufficient in Law to preclude him the aforesaid Thomas Contee from his action aforesaid thereof against him the said Walter Brooches had; to which said plea in manner and form aforesaid above pleaded, he the aforesaid Thomas Contee hath no necessity, nor is by the Law of the Land obliged, in any manner to answer; and this he is ready to verify; wherefore for want of a sufficient plea in this behalf, the same Thomas Contee prays Judgment, and his Damages by reason of the breach of Covenant, to be adjudged to him, and so forth.

And the said Walter Brooches says, that the plea aforesaid by him the said Walter Brooches in manner and form aforesaid above pleaded, and the matter in the same contained, are good and sufficient in Law to preclude him the aforesaid Thomas Contee from his Action aforesaid thereof against him the said Walter Brooches had; which said plea, and the matter therein contained

(Nor)

the same Walter Brooches is ready to verify and prove, as the Court, &c.

And because the aforesaid Thomas Contee doth not answer to that plea, nor the same hitherto deny, the same Walter Brooches as before prays Judgment, and that the aforesaid Thomas Contee may be precluded from his Action aforesaid thereof against him the said Walter Brooches had &c. But because the Court here are not yet advised to give their Judgment of and upon the premises aforesaid day therefore is given to the said parties to hear thereof their Judgment, until the second Tuesday of October next, for that the said Court here as yet are not &c.

And now at this day, to wit, the said second Tuesday of October being the thirteenth day of the same month, in the year of our Lord one thousand eight hundred and one, comes again into the General Court here, as well the aforesaid Thomas Contee by his Attorney aforesaid, as the said Walter Brooches by his Attorney aforesaid; And the said Walter Brooches by his Attorney aforesaid, relinquishing the averment aforesaid, above by him pretended, saith, that he cannot deny the Action aforesaid of the aforesaid Thomas Contee so as aforesaid against him brought, nor but that he hath broken the covenant mentioned in the agreement aforesaid, in manner and form as the aforesaid Thomas Contee within against him hath complained nor likewise but that the aforesaid Thomas Contee hath sustained damages, by occasion of the breach of the Covenant aforesaid, to the sum of Two hundred pounds Current Money, as he the aforesaid Thomas Contee above by declaring supposes; Whereupon the aforesaid Thomas Contee by his Attorney aforesaid prays Judgment, and those Damages above acknowledged, together, with his Costs and charges by him about his Suit in this behalf laid out and expended, to him to be adjudged, and so forth.

Therefore it is considered by the Court here, that the aforesaid Thomas Contee do recover against the said Walter Brooches as well the sum of Two hundred pounds Current Money, his damages aforesaid, in form aforesaid confessed to be sustained by reason of the breach of the Covenant aforesaid, as the sum of One Shilling and ten pence half penny Current Money and quantity of Nine hundred and Seventy three pounds of Tobacco by the Court here unto him on his assent adjudged for his Costs and charges by him about his Suit in this behalf laid out and expended; And the said Walter Brooches in Mercy, and so forth.

(Memorandum)