One thousand seven hundred & ninety four, here came again into Court the Parties afs by their Attorneys afs, And thereupon at the prayer of the said William S Bond by his Attorneys afsd, it was ruled by the Court here that the said James Sullivane should file his plea Declaration in the plea afsd against the said William S Bond, by the second Tuesday of September then next following, according to a rule of this Court in such case to be observed, or that Judgment should be rendered on that day by default thereof against him the said James Sullivane for the said William S Bond, The same day was also given the Parties afs, then & so forth — At which said second Tuesday of September, here came again into Court the Parties afsd by their Attorneys afsd & thereupon at the prayer of the said William S Bond by his Attorneys afs the rule of Court for the said James Sullivane to file his Declaration, above mentioned was further extended until the twentieth day of September then instant; whereupon to wit on the nineteenth day of the same month the said James Sullivane by Luther Martin his Attorney, afsd filed his Declaration in the plea afs, which issues in manner & form following to wit.

Eastern Shore of Maryland, Talbot County, Lt. — William Hodder Bond late of Talbot County, Merchant, was summoned to answer unto James Sullivane of a plea that he perform & keep with him the said James the Covenants between them the said James and the said William made, according to the force, form, and effect of a certain Writing by the said William to the said James made &c — And whereupon the said James Sullivane by Luther Martin his Attorney saith, that whereas on the fifth day of December, in the year of our Lord, One thousand seven hundred and ninety one the said James Sullivane was possessed of a Brigg called the Two Sisters then lying at the Port of Baltimore, to wit at the County aforesaid, and which had been built by a certain Basil Lowe of Talbot County aforesaid And the said Bond was possessed of a Schooner called the Sophia And whereas by certain Articles of Agreement made at the said County of Talbot upon the said fifth day of December in the year of our Lord One thousand seven hundred and ninety one, between the said James Sullivane by the name of James Sullivane Esquire of Dorchester County of the one part and the said Bond by the name of William Bond of the same place of the other part; which said Articles the said James here brings into Court sealed with the seal of the said Bond, bearing date the same day & year above mentioned) the said Sullivane and Bond agreed that the said Sullivane had exchanged the aforesaid Brigg called the two Sisters for the aforesaid Schooner called the Sophia And in Consideration thereof the said Bond then and there did Covenant and agree to and with the said Sullivane that he the said Bond would pay and deliver to the said Sullivane on or before the twenty fifth day of February then next ensuing three thousand Bushels of good Merchantable Corn at Convenient Landings on Nanticoke River as a full and ample Consideration for the Difference in the said two Vessels and then and there the said Bond did also Covenant agree and warrant to and with the said Sullivane that the said Schooner called the Sophia was upwards of One hundred and four Tons, measure of Carpenters measurement according to the Baltimore Rules and the said Bond did then and there did further Covenant and Agree to and with the said Sullivane that he the said Bond would well and truly perform the Covenants and Agreements aforesaid so by him made and entered into, or that he would pay unto the said Sullivane the sum of five hundred pounds Current Money of Maryland, to be paid to the said Sullivane after the Breach of the said Covenants or either of them when the said Bond should be by the said James requested And the said Sullivane in fact saith that soon after making the said Articles of Agreement, to wit on the day of in the year aforesaid he the said Sulivane did deliver the said Brig called the Two Sisters to the said Bond at the Port of Baltimore aforesaid to wit at the County of Talbot and that he the said Sullivane from the time of making the said Articles of Agreement hath hitherto faithfully kept, fulfilled and performed all the agreements and Covenants on his part to be done kept fulfilled and performed according to the tenor and effect of the said Articles of Agreement. But the said Sullivane further saith that the said Bond hath not paid or delivered to the said Sullivane at any of the Landings on Nanticoke River or at any other place the Quantity of Three thousand Bushels of good Merchantable Corn on or before the said twenty fifth day of February in the said Articles mentioned or at any other time but hath absolutely refused and yet doth refuse to pay and deliver the same to the said Sullivane And the said Sullivane further saith that the said Schooner called Sophia was not at the time of making the said Articles of Agreement of the Measure of upwards of One hundred and four Tons Carpenters Measurement according to Baltimore Rules but was only of One hundred Tons Measure, to wit at the County afs; And the said Sullivane further saith that the said Bond altho' often requested by the said Sullivane did not deliver to him the said Sullivane the said Schooner Sophia so exchanged with the said Sullivane but to deliver the said Schooner to the said Sullivane did utterly refuse And the said Sullivane further saith that the said Bond hath not paid or satisfied to him the said Sullivane the aforesaid sum of Five hundred pounds Current Money of Maryland altho' so to do he the said Bond Since the said Twenty fifth day of February hath been by the said Sullivane requested, all which the said Bond ought to have done according to the form and Effect of his said Covenant and Agreement in this behalf made and so the said James Sullivane saith that the said Bond (altho' often requested hath not kept his said Agreement & Covenant with the said Sullivane but hath broken the same and hath hitherto refused and still doth refuse to keep the same with him whereby he saith he is injured and damaged to the value of one thousand pounds Current money of Maryland and therefore he brings suit &c —

Pledges of Prosecuting, Jn.° Doe Rich.d Roe. — L Martin for Plff.

And thereupon the said William S Bond by his Attorneys afsd defended the wrong and