keep to him the Covenant Between them made according to the force and form
effect of a certain Indenture thereof between them made, and that he should
not fail at his suit and then and there have this Writ &c.
At which said second Tuesday of April Anno Domini 1795 being the
day of the return of the aforesaid Writ. comes hereinto Court the said
Benjamin Ellicy by John Scott his Attorney and the Sheriff of Kent
County to whom the said Writ was directed makes return thereof to this
Court here then endorsed to wit "Cepi Thomas Jones Shff. Whereupon
comes hereinto Court the said John Bethune by Robert Wright Esquire
his Attorney and defends the force and Injury when &c. And at
the prayer of the said Benjamin by his Attorney the said John is rulled
by the Court to give special Bail in the Action &c to be &c Thereupon
the said John by his Attorney filed in Court here a certain Bail Bond
which being approved of is in these words to wit "We Samuel Wilkins and
Barney Jones do jointly and severally Acknowledge ourselves
special Bail for the said John Bethune at the suit of the said
Benjamin Ellicy in an Action on the Case brought by the same
Benjamin Ellicy against the said John Bethune in the General Court
they Acknowledge themselves to be contents therewith this ninetth day
of April Seventeen hundred and ninety five" Test Andrew Woosenthal
John Bradley

And the said John by his Attorney prays leave to imparle until the next
Court and he hath it, the same day is given to the said Benjamin then &c
At which said next Court to wit the second Tuesday of September
Anno Domini 1795 comes into Court here again the parties aforesaid by their
Attorneys &c and at the prayer of the said John by his Attorney the said
Benjamin is ruled by the Court to declare in this plea &c or Judgment &c
Nonpros &c And the said Benjamin by his Attorney prays leave of the
Court to imparle until the next Court then to declare &c and he hath
it the same days given to the said John then &c At which said
next Court to wit the second Tuesday of April Anno Domini 1796 comes here again
into Court the parties by their Attorneys &c and the said Benjamin by his Attorney declared
in this plea &c as follows to wit Kent County Eastern Shore of Maryland
John Bethune late of Kent County was attached to answer unto Benjamin Ellicy
junr in a plea that he keep to him the covenant between them made according
to force form & effect of a certain Indenture between them made &c
And whereupon the said Benjamin Ellicy the Younger by John
Scott his Attorney complains that Whereas by a certain Indenture made at
Kent County &c on the thirteenth day of December which was in the year

seventeen hundred and ninety three between the said Benjamin by the name of
Benjamin Ellicy the Younger of the City of Philadelphia of the one part and the
said John by the name of John Bethune of Kent County Maryland Esquire
of the other part which said Indenture sealed with the seal of the said John
the said Benjamin Ellicy hereunto set the date whereof is the same day
and year above the said Benjamin did demise leave and farm letten to the
said John all that Plantation or tract of land &c in the said Benjamin
or right of his Wife then in the Tenure of the said John with all and singular
his the Buildings and Appurtenances to the same belonging, all which
said Premises are situate standing lying and being in Kent County &c
To have & to hold the said demised premises unto the said John his
Executors and Administrators for and during the term of one year to com-
mence from the first day of January next ensuing the date of the said
Indenture and fully to be compleat and ended Yielding and paying therefor
to him the said Benjamin his Executors, Administrators or Assigns the
full and just Quantity of three hundred Bushels of Good Clean Mer-
chantable Wheat weighing sixty pounds per Bushel to be delivered to him
the said Benjamin his Executors Administrators or Assigns on or before the
first day of November in the year seventeen hundred and ninety four at the
Granary of Mr. John Chew or such other Granary on Chester River as
the said Benjamin his Executors Administrators or Assigns may appoint
at the proper Costs of him the said John and the said did by the said In-
denture for himself his Heirs Executors Administrators covenant grant &
agree to and with the said Benjamin his Heirs and Assigns and to and
with every of them in manner & form following that is to say that
he the said John his Heirs Executors or Administrators would well and
truly pay and deliver or cause to be paid and delivered unto & upon
unto the said Benjamin his Heirs or Assigns or some one of them the
said Quantity of three hundred bushels of good Clean merchantable
Wheat weighing sixty pounds per Bushel thereby reserved on the day of
and in the manner thereby before limitted for payment and delivery
thereof without any fraud or further delay and also that he the said
and also that the said John Executors or Administrators should and
would did and shall or during the term of the same next to come to be to the
being the South West division of the same with Good clean Wheat
sound and pure in good time and in a good Seamanlike manner
and at the Expiration of the time therein before mentioned should