thereof in current money of Maryland to him the said James to pay or cause to be paid, he the said John Dove hitherto altogether hath refused & denied & still doth refuse, contrary to the form & effect of the Covenant & Agreement afs.d; and so the said James saith that the said John Dove his Covenant afs.d in form afs.d made with him the said James, hath not kept or performed, but hath broken the same, and the same Covenant to keep or perform with him the said James in manner afs.d; he the said John Dove, altho often required, hitherto altogether hath refused & denied & still doth refuse & deny, to the Damage of the said James three hundred pounds current money of Maryland & thereupon he brings Suit.

Gust.s Scott for the Plff. — In.o Doe & Rich.d Roe Pledges &c.a

The Instrument of writing mentioned in the foregoing Declaration issues in the following Words — I promise to pay or cause to be paid unto Mr. James Williams or Order, the sum of One hundred & twenty pounds in Final Settlement Certificates, with all Interest due on them, on demand, for value of him received — as Witness my Hand and Seal this 22.nd Day of March 1790.

Witness — Levin Denwood — John Dove (Seal)

Whereupon all further process of and upon the Premises, between the parties afs.d, by and with the consent of the said Parties and their Attorneys afs.d, and the order of Court here thereon, was further continued until the second Tuesday in April, then next.

At which said second Tuesday in April, to wit, Seventeen hundred & ninety three, came the Parties afs.d by their Attorneys afs.d; and the said James Williams by his Attorney afs.d, prayed that the said John Dove should be ruled to answer unto the Declaration of him the said James Williams, by the second Tuesday in September

then next; and it was granted unto him. Whereupon further process of and upon the premises between the parties afs.d, by & with the consent of the said parties and their Attorneys afs.d, and by order of Court here thereon, was further continued until the second Tuesday in September then next.

At which said second Tuesday in September, to wit, in the year seven-teen hundred & ninety three, came the parties afs.d by their Attorneys afs.d, and the said John Dove by his Attorney afs.d, defended the force and injury when & so forth, and says that he did not break the Covenant in the said Declaration above specified as the said James by his said Declaration above supposed against him; and of this he puts himself upon the Country &.a. Whereupon further process of and upon the Premises between the Parties afs.d, by and with the consent of the said Parties, and their Attorneys afs.d, and by order of Court here thereon, was further continued until the second Tuesday in April, then next. At which second Tuesday in April, to wit, in the year seventeen hundred and ninety four, comes again the parties afs.d, by their Attorneys afs.d; and the said John Dove by his Attorney afs.d, defends the force and injury when & so forth, and saith that he cannot gainsay the action of him the said James Williams, nor can he deny that the said Instrument of writing is the Act and Deed of him the said John Dove, nor that he owes unto the said James Williams the said Sum of money in the said Instrument of writing mentioned, as the said James Williams above against him hath complained. Therefore it is considered by the Court here that the said James Williams do recover against the said John Dove the Sum of one hundred and forty seven pounds, seven shillings, current money of Maryland, and the Quantity of six hundred and seventy nine pounds of Tobacco for his costs and Charges by him about his suit in this behalf expended, and the said John Dove in mercy &c.a James Earle Sitter, Clk.