December Term 1813

Samuel Wimsatt in a plea that he the said William Courts
performed to him the said Samuel Wimsatt the Covenants
between them made and entered into and so forth. And
thereupon the said Samuel by Mercer & Chapman his attorneys
saith that whereas by certain articles of agreement made
concluded and fully agreed upon the second day of November
in the year Eighteen hundred and nine at the County aforesaid
between the said Samuel by the name of Samuel Wimsatt of
the one part and the said William by the name of William
Courts of the other part (which said articles of agreement
sealed with the seals of the said William and Samuel
and bearing date the day and year aforesaid he the said
Samuel now brings into Court here in the following words & to wit
This agreement made and entered into this second day of
November Eighteen hundred and nine between William
Courts of Chares County and Samuel Wimpsett of said
County Witnesseth that the said Samuel upon his part
doth agree to become the said Williams Overseer upon the
following terms viz that he is to pay strict attention to
every and each kind of stock upon the land and to the repairs
and to the repairs and making of such fences as are
necessary. that he is to see that the Cows are regularly
milked and particular attention be paid to the raising of
manure. the said Samuel also obliges himself to be at all
times with the negroes at their work, as also to do and
perform all manner of work that may be wanting on the
land as relates to the making and securing the Crop
as also the making of and repairing fences and the said
Samuel further agrees not to leave the land without first
informing the said William thereof and meeting with his
approbation the said William on his part doth agree
to give to the said Samuel six working hands and four plows
and allow him for his services the eighth part of each kind of
produce he may raise except tobacco of which he is to be

December Term 1813

allowed one thousand weight of first as also two hands & weight of meat
and three and an half barrels of Corn. As witness our hands and
seals the day and year above written — Wm Courts (seal)
Witness — Samel Wimsatt (seal)
John S. Thompson

And the said William did in and by the said articles bind himself
to the said Samuel for the due performance of the terms and conditions
mentioned in the said articles of agreement as by the said
articles of agreement relating being thereunto had will more
fully and at large appear. By virtue of which said agreement
the said Samuel in the articles named after the making
thereof, to wit, on the first day of January in the year Eighteen
hundred and ten at the County aforesaid became the overseer
of the said William and entered into the duties thereof and
did discharge the said duties of an overseer diligently and
faithfully until he was prevented from doing the same by
the said William, and the said Samuel further saith that
although he the said Samuel always from the time of the making
of the said articles of agreement hitherto hath well and
truly performed and fulfilled all things therein contained
on his part to be performed and fulfilled according to the
true intent and meaning of the said articles, to wit, at the
County aforesaid, yet protesting that the said William
hath not performed or fulfilled any thing in the said articles
of agreement contained on his part and behalf to be performed
and fulfilled, he the said Samuel in fact saith that the said
William contrary to the tenor and effect of the said articles
of agreement did turn him the said Samuel off the plantation
of him the said William, to wit, on the first day of March in the
year Eighteen hundred and ten, at the County aforesaid
and entirely prevented him from going on as an overseer
of him the said William, and that the said William hath not
paid to the said Samuel any part or parcel of any thing made
on the land of the said William by him the said Samuel as