order of this Court and also a writ of subpoena against the said Abraham Williams, William Hanes and George W. Moore of Cecil County aforesaid commanding him to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein, And as in duty bound your Orator will ever pray &c.

J. C. Groome Solr. for Complainant

Cecil County Sct. On this 28th day of July 1843 personally appeared Thomas Williams of Cecil County named in the above Bill of Complaint before me the Subscriber a Justice of the Peace of the State of Maryland in and for Cecil County aforesaid and made Oath according to law, that the several matters and things set forth in the said above Bill are true to the best of his knowledge and belief. Sworn to before L. H. Geyer

5 Exhibit A.

Articles of Agreement made and concluded between Abraham Williams of Cecil County and State of Maryland of the one part and Thomas Williams his son of the County and State aforesaid on the other part. Witnesseth that inasmuch as the said Abraham Williams and Margaret his wife, parents of the aforesaid Thomas Williams feeling the effects of an advanced age and its consequent infirmities, growing upon them have agreed and doth by these presents agree to let their son Thomas Williams have and enjoy for his sole use and benefit all the profits and gain arising from and out of the Culture of the Land, Farm, Plantation or real Estate wherein the said Abraham Williams now resides called "Pleasant Plain" containing 83 acres more or less, together with all houses, barns, stables, gardens, orchards, fences, pasture, wood, timber, and trees with all springs and meanders thereunto belonging or in any way appertaining. In Consideration of this agreement and privilege, he the said Thomas Williams doth hereby promise and agree to keep, maintain and supply his parents, the said Abraham Williams and Margaret his wife during their natural lives with all proper and comfortable necessaries such as food, raiment, fire, fire-wood and lodging in the house in which he the Abraham Williams now occupies and provide in every respect for them in case of disease, sickness or personal accident or injury and to treat his said parents in every respect with filial like tenderness, and it is hereby distinctly understood by the parties, that at the decease of both of the said parents, it is the intention and design of the said Abraham Williams that all right, title and interest of the within and aforementioned tract of land with the appurtenances thereunto
6 belonging shall accrue to the said Thomas Williams his heirs and assigns forever agreeably to the last Will and Testament of his father Abraham Williams, he the said Thomas Williams paying the sum of one thousand dollars to the other heirs of Abraham Williams within two years after the death of the parents aforesaid in such way as in said Will may express and if those legacies are not paid within the time of two years interest will accrue until paid; all doubts or misunderstandings as to the meaning of any part of this instrument to be settled by

arbitration. In Testimony whereof we have set our hands and seals the 29th day of November 1836

Abraham Williams (Seal)
Thomas Williams (Seal)

Witness, Arthur Alexander.

On which Bill the Chancellor passed the following order

Let Writs of Subpoena and injunction issue as prayed by the foregoing Bill of Complaint, 28 July 1843

Theodorick Bland Chancellor

And thereupon Writs of Injunction and Subpoena were accordingly issued against the said Defendants as prayed by the said Bill returnable to the next term of the said Court at which next term to wit September term 1843 the Sheriff of Cecil County made return of the said Writ of Subpoena thus endorsed "Same"

And afterwards at the same term came Albert Constable Esquire of Counsel for the said Defendant Abraham Williams and in his behalf appeared to the said suit, and filed in the said Cause the answer of the said defendant Abraham Williams to the said Bill in the words following to wit.

To the Honorable Theodorick Bland Chancellor of Maryland.

The answer of Abraham Williams of Cecil County to the Bill of Complaint of Thomas Williams exhibited against him in this Honorable Court

7 This Respondent saving and reserving to himself all benefit of exception to the said Bill of Complaint for its many imperfections, misstatements and uncertainties, now or hereafter for answer thereto or to so much thereof as he is advised it is material or necessary for him to answer unto, answering saith, It is true upon the urgent and pressing solicitations of the said Complainant Thomas Williams and his repeated and solemn assurances of the greatest regard and affection for your Respondent and wife, he did on or about the 29 day of November 1836 make an agreement in writing with the said Complainant, by which the Complainant was to have the use and occupation of the farm of your Respondent called "Pleasant Plain" with the profits & gain arising from the Cultivation thereof and all the buildings & improvements except the dwelling and premises occupied by your Respondent and wife so long as he the said Complainant, should truly and faithfully keep, maintain and supply your Respondent and his wife with all proper and comfortable necessaries, such as food, raiment fire, fire wood and lodgings and provide in every respect for them, in case of sickness, disease, or personal accident or injury, and treat them in every respect with filial like tenderness, and assuming that said Complainant would so conduct himself towards your Respondent and wife and thereby prove himself worthy of their affection and bounty it was expressed in the said writing to be the design and intention of your Respondent by his last Will and Testament to devise the said farm and appurtenances to the said Complainant subject to a small charge thereon of One thousand dollars, in favour of your Respondents other Children. This is the same and substance of the only agreement that your Respondent ever made with the Complainant in relation to the said land, but as he has no Copy of it and the Complainant has not exhibited the original writing, your Respondent can neither admit nor deny that