Moxley and William H. Worthington all of Howard District aforesaid of the first part James Shipley of the District aforesaid of the second part and Harriet Shipley of the District aforesaid wife of the said James Shipley of the third part. Witnesseth as follows. The said John G. Worthington Nehemiah Moxley and William H. Worthington do covenant grant promise and agree to and with the said James Shipley and to and with the said Harriet Shipley in consideration of the performance of the covenants hereinafter expressed upon the part of the said James Shipley and Harriet Shipley in manner and form following to wit that they the said John G. Worthington Nehemiah Moxley and William Henry Worthington will fully pay and satisfy the whole amount of the said judgment against the said James Shipley in favor of the said Thomas Worthington administrator as aforesaid with the interest and costs thereon and will also satisfy and pay any balance due to the Commissioners of Anne Arundel County upon the judgment rendered to their use in favor of the State of Maryland against the said Shipley and others or which may be due after applying the proceeds of the sale of the property levied upon and to be sold by the Sheriff of Howard district as the property of James Shipley to satisfy said Judgments and will also pay the interest and costs thereon. and that if the property to be sold by the said Sheriff shall exceed the amount due to the said Thomas G. Worthington with interest and costs and in addition thereto shall exceed the amount due to the commissioners of Anne Arundel County and costs after deducting the securities above referred to, they will pay the amount of such excess into the hands of the said James Shipley or his legal representatives and further that they will convey or cause to be conveyed to the said Harriet Shipley or to such person or persons as she shall direct in trust for her separate use and benefit all that part of a tract of land lying in Howard District aforesaid now the property of the said James Shipley and containing about One hundred and Eighty acres being part of a tract called "Adam the First" bounding on the Annapolis and Elk Ridge Road adjoining the Lands of Doctr. Stockett Charles Hammond and Levi Cheney, which land is to be conveyed in trust for the said Harriet Shipley free from all liens and incumbrances whatsoever and without any limitations or qualifications save such as may be necessary to enable the said Harriet Shipley to perform the covenant hereinafter expressed to be performed in relation to the said land on her part, and further that they the said covenanters will well and truly pay or cause to be paid to the said Harriet Shipley the full sum of five hundred dollars lawful money within thirty days after the date of this agreement. and the said James Shipley for himself and for and on account of the said Harriet Shipley his wife doth hereby covenant grant promise and agree to and with the said John G. Worthington, Nehemiah Moxley and William Henry Worthington by these presents in manner and form following that is to say. that she the said Harriet Shipley will convey or appoint and direct and designate that the said Robert P. Lindsay shall convey to such person or persons as the said John G. Worthington Nehemiah Moxley and William H. Worthington shall desire the House and Lot above described as lying in the Village of Ellicotts Mills opposite the Junction or intersection of the Frederick Town and Columbia Turnpike roads and which is described in a conveyance from Edwin P. Hayden and wife to the said Robert P. Lindsey dated the 14th day of March 1842 and of record in the office of the Clerk of Howard District in Liber J. L. M. No 3 folio 183 &c and further that upon the conveyance of the Lot of land above referred to as part of "Adam the First." in fee simple to the use of the said Harriet

Shipley she will mortgage the same or cause it to be mortgaged to the said William Henry Worthington conditioned for the faithful performance by the said James Shipley of the trust reposed in him as administrator of Nehemiah Moxley in such manner as that the said John G. Worthington. Nehemiah Moxley and William H. Worthington sureties for the said James Shipley upon his said administration bond shall suffer no pecuniary loss thereby and the said John G. Worthington agrees to pay all levies in favor of individuals for the year 1839 which are due and unpaid by the said James Shipley as Collector aforesaid. And it is understood and agreed by all the parties to these presents that the property levied upon by the said Sheriff shall be sold in the most judicious manner to satisfy the said Judgments and that the said James Shipley shall be entitled to any surplus that may come into the hands of the said John G. Worthington, Nehemiah Moxley and William H. Worthington out of the said property or out of any other property to be sold as the property of the said James Shipley to satisfy said Judgments at any time. And it is understood and agreed also that nothing in this agreement is to affect the right of the said John G. Worthington. Nehemiah Moxley and William H. Worthington to any claim or right which they may affect or set up to any negroes as the property of the said James Shipley under said Judgments except a Mulatto Boy named Tom who is hereby especially relieved from any execution upon said Judgments. In testimony whereof the said John G. Worthington. Nehemiah Moxley and William H. Worthington. James Shipley and Harriet Shipley have hereunto set their hands and affixed their Seals on the twelfth day of November in the year Eighteen hundred and forty two,

Signed, sealed and delivered in presence of. Alexr. Hammond

J. G. Worthington (Seal)
Nehemiah his × mark Moxley (Seal)
William H. Worthington (Seal)
James Shipley (Seal)
Harriet Shipley (Seal)

Hugh M'Elderry
against
James Shipley.
Thomas Lester
and Others

In Chancery.

It is agreed that the Exhibits A and B filed with Complainants Bill in this cause shall be admitted in evidence as fully as if they had been severally filed and proved under the Commission. It is also agreed that the Copy of an agreement filed before the commissioners, by the complainant and marked Exhibit D shall be admitted in evidence as fully as if the Original agreement had been filed and the signatures of the parties thereto had been fully proven.

John S. Tyson for defts.
E. P. Hayden for Comp.

The execution of this Commission appears by certain Schedules thereunto annexed.

T. W. Ligon Com. (Seal)

And afterwards to wit on the Ninth day of July 1844 the parties aforesaid by their Solicitors aforesaid filed in the said cause the following agreement.

It is agreed that the averments and allegations within contained shall be taken as part of the Original bill and be considered as denied by defendant.

J. S. Tyson for Defents.
E. P. Hayden for Compt.

"After the words "remains owing and unpaid to your Orator" add and your Orator further avers and charges that notwithstanding the said agreements