of the same Month, in the year of our Lord, one thousand seven hundred and eighty eight, to which said day the said Samuel Lloyd Chew had leave to Imparle comes again into the General Court here, as well the aforesaid Thomas Goodtitle Lessee of the said Elisha Harrison and Ann his wife by his attorney aforesaid as the said Samuel Lloyd Chew by his attorney aforesaid; and the said Samuel Lloyd Chew by his attorney aforesaid as before defends the force and injury when and so forth, and saith that he is nowise guilty of the Trespass in Ejectment aforesaid in such manner and form as aforesaid Thomas Goodtitle Lessee of the said Elish Harrison and Ann his wife above against him hath Complained, and of this he puts himself upon the County, and the aforesaid Thomas Goodtitle Lessee as aforesaid in like manner and so forth — Therefore let a Jury thereon appear before the Court here, on the second Tuesday of October next, by whom and so forth, and who neither and so forth, recognize and so forth, because as well and so forth, the same day is given to the said parties there and there and so forth —

And now at this day, to wit, the said second Tuesday of October being the fourteenth day of the same Month, in the year of our Lord, one thousand seven hundred and eighty eight, comes again into the General Court here, as well the aforesaid Thomas Goodtitle Lessee as aforesaid, by his attorney aforesaid as the said Samuel Lloyd Chew by his attorney aforesaid; and the said Samuel Lloyd Chew relinquishing the nonsuit above by him pretended says that he cannot deny the action aforesaid of the aforesaid Thomas Goodtitle Lessee as aforesaid so as aforesaid against him brought, nor but that the said Thomas Goodtitle Lessee as aforesaid ought to recover his term yet to come and unexpired of in and into all that Tract or parcell of Plantable Land called Poppingay lying and being in Calvert County and containing five hundred acres more or less with the appurtenances: Provided Nevertheless and the above Judgment is rendered subject to the Opinion of the Court upon the following case stated, to wit —

Elisha Harrison and Ann his wife against Samuel Lloyd Chew

Ejectment for a Tract of Land called Poppingay or Sankey —

13th May 1785: Articles of agreement were entered into by and between Samuel Chew Esquire Father of the Defendant of the one part and Samuel Lloyd Chew the Defendant of the other part which articles follow in these words, to wit —

Articles of Agreement made this 13th Day of May seventeen hundred and eighty five, Between Samuel Chew Senr and Samuel Lloyd Chew both of Herring Bay in Anne Arundell County and State of Maryland —

Whereas an Action is now depending in the General Court of said State in which said Saml Lloyd Chew is Plaintiff and a certain Richard Brooke of Montgomery County and State aforesaid is defendt for recovery of a considerable sum of Money, and whereas the said Samuel Chew Senr and the said Saml Lloyd Chew have entered into certain Covenants and agreements in relation thereto, be it remembered, First, that in case the said Samuel Lloyd Chew shall obtain a Judgment in the aforesaid suit for the sum of Twelve thousand pounds Currency valuing Spanish Milled Dollars at 7/6 each, he the said Samuel Lloyd Chew covenants and agrees with the said Samuel Chew Senr that he the said Samuel Lloyd Chew will pay or cause to be paid to the said Samuel Chew Senr the said sum of Twelve thousand pounds Currency, then in Confideration whereof the said Saml Chew Senr, Covenants and agrees with the said Samuel Lloyd Chew that he the said Samuel Chew Senr will (as soon as conveyances have passed between Mr William Brent of Virginia, Mr Charles Carroll of Maryland and the said Samuel Chew Senior in pursuance of certain Articles heretofore executed for the purchase of a tract of Land lying on Kent Island and State of Maryland called Kent fort Manor) by good and sufficient Deeds of Conveyance assure and make over to the said Samuel Lloyd Chew and his Heirs in fee Simple all that Plantation called Poppingay commonly called Sankley lying and being in Calvert County and State aforesaid all that Plantation commonly called the Cows Plantation all that Plantation commonly called Chappes Plantation together with all that Plantation on which the said Samuel Chew Senr now dwells being three adjoining tracts or parcels of Land lying upon and near to Herring Bay in Anne Arundell County and State aforesaid. Item in case the said Samuel Lloyd Chew shall obtain a judgment against said Brooke for the sum of Seven thousand pounds Currency and no more, it is hereby agreed between the parties aforesaid that the Plantation called Poppingay or Sankley shall not be included in the purchase aforesaid and the said Samuel Chew Senr hereby agrees in such event to accept the said sum of Seven thousand pounds Currency as a Consideration, for the above mentioned three tracts or parcells of Land —

Item, It is agreed between the said parties that in case the said Samuel L. Chew shall recover the sum of Nine thousand pounds Currency and no more then the said Samuel Chew Senr will