accept the said sum as a full consideration and the Tract called Poppingay or Saukley shall be included in the purchase and in like manner if the sum recovered in said Suit shall be between nine and twelve thousand pounds Currency it is agreed that Samuel Chew Senr. shall be entitled to such sum and the said Samuel L. Chew shall in such case be entitled in fee simple to the tract called Poppingay or Saukley—

Item, It is agreed, that if the sum recovered by the suit aforesaid shall be more than seven thousand and less than nine thousand pounds Currency in such case the said Samuel Chew Senr. shall be entitled to such sum and the Tract of Land called Poppingay or Saukley shall not be included in the purchase—

Item, In case the sum of Seven thousand pounds Currency shall not be recovered by said suit, the said Samuel Boyd Chew hereby agrees to pay or cause to be paid to the said Samuel Chew Senr. the full sum of Seven thousand pounds Currency, and in such case the Tract of Land called Poppingay or Saukley is not to be included in said purchase—

Item, It is Covenanted and agreed on behalf of the said Samuel Chew Senr. that he will deliver the possession of all the before mentioned Tracts of Land to said Samuel Boyd Chew on the last day of December Seventeen hundred and eighty six—

Item, whereas Samuel Chew Senr. claims title to an Estate lying in the State of Jersey, it is hereby covenanted and agreed on behalf of said Samuel, that said Samuel L. Chew, shall be empowered to examine into the title of said Lands and to consult Counsel concerning the same likewise to make sale of such title first giving information to said Samuel Chew Senr. and obtaining his assent to the terms of the sale and the said Samuel Chew Senr. doth Covenant and agree with the said Samuel L. Chew, that whatever sum or sums of money may be received for said Lands in Jersey by said Samuel Chew Senr. shall be deducted from the purchase money which said Samuel L. Chew shall be indebted to said Samuel Chew Senr. on account of the before-mentioned Lands in Maryland sold by said Samuel Chew Senr. to said Samuel L. Chew—

Item, In case said Samuel Chew Senr. and said Samuel L. Chew shall entertain different opinions as to the propriety of bringing suit for recovery of the Jersey Estate, then the said Samuel L. Chew may Prosecute such suit for recovery of said Estate and if he succeeds

therein all Costs of Suit shall be repaid to said Samuel L. Chew from the monies arising from the sale of said Estate; but if he does not recover the property sued for or a Sufficient Quantity thereof to pay all charges, the costs of suit shall be paid by said Samuel L. Chew—

Item, It is the meaning of the parties that in case the said Samuel L. Chew shall recover any less sum than Twelve thousand pounds Currency on said suit against Brooke and the claim to the Jersey Estate shall be productive of a sum of money, then so much of the said Money as shall be sufficient together with the monies recovered from Brooke to make the sum of Twelve thousand pounds Currency or either of the lesser sums shall be so applied, but if said Samuel L. Chew shall recover the sum of Twelve thousand pounds Currency on said suit against Brooke, in such case said Samuel Chew Senr. shall retain all the monies arising from the Jersey Estate—

Item, It is Covenanted and agreed on the part of the said Samuel Boyd Chew, that the suit against Brooke shall not be compromised or submitted to arbitration unless said Samuel Chew Senr. shall consent to the same, but shall be determined in due course of Law—

Item, whereas the several Settlements lying in Calvert and Anne Arundel Counties before mentioned contain parts of several Tracts of Land, it is understood between said parties that all and every of the adjoining Tracts or parts of Tracts in the Possession of said Samuel Chew Senr. together with the parcel of Land purchased of a certain James Heard is included in the above parcells of Land, and it is the true intent and meaning of the said parties that all the possessions of said Samuel Chew Senr. in the Counties aforesaid shall be comprehended in the above articles—

Signed, Sealed & Delivered
in the presence of
Ben. Galloway

Saml. Chew (Seal)
Saml. L. Chew (Seal)

And that afterwards on the 24th Day of December 1785 the said Samuel Chew Esquire duly made and published his last will and Testament in writing which follows in these words to wit—

In the Name of God, Amen,— I Samuel Chew of Herring Bay in Anne Arundel County and State of Maryland being in perfect Health and of sound and disposing mind, memory and understanding considering the Certainty of Death and the uncertainty of the time thereof and being desirous to settle my worldly affairs do hereby make and publish this to be my last Will and Testament in manner and form following that is to say—

(Imprimis