Annapolis the second tuesday of October next that the Judges of our said General Court may further proceed therein as to Justice appertains and so forth hereof fail not at your peril and have you then and there this Writ Witness the Honourable Robert Hanson Harrison Esquire Chief Judge of our said Court this 12th day of June Anno Domini 1788.

Issued the 11th day of Sept. Anno Domini 1788 (Cs. Mc.) John Gwinn Clk.

Whereupon the proceedings aforesaid are ordered to be transmitted accordingly.

Seal of Baltimore County Court.

In Testimony whereof I have hereto set my hand and affixed the seal of my Office this twenty third day of September in the year of our Lord seventeen hundred and eighty eight.

William Gibson Clk. Balt. County

At which said second tuesday of October being the fourteenth day of the same Month Anno Domini seventeen hundred and eighty eight comes into our General Court here as well the said John Eager Howard by Henry Ridgely and Robert Smith his Attornies as the said Elisha Tyson by Richard Ridgely and David McMecken his Attornies and the said John Eager Howard by Robert Smith his Attorney declared against the said Elisha Tyson in the plea aforesaid as follows towit Western Shore of Maryland Baltimore County towit Elisha Tyson late of Baltimore County was summoned to answer unto John Eager Howard of a plea that he keep and perform to him the covenants between them made according to the force form and effect of certain Articles of agreement thereof made between the said John and Elisha and so forth and Whereupon the same John Eager Howard by Robert Smith his Attorney complains of the said Elisha Tyson for that Whereas by a certain Indenture of Lease made at Baltimore County on the twentieth day of July seventeen hundred and eighty four between him the said John Eager Howard by the name of John Eager Howard of Baltimore County Gentleman of the one part and the said Elisha Tyson by the name of Elisha Tyson of same County Merchant of the other part the Counterpart of which Indenture of Lease sealed with the Seal of the said Elisha Tyson the said John Eager Howard produces here in Court the date whereof is on the same day and year aforesaid he the said John Eager Howard for and in consideration of the payments of the Rents and performance of the Covenants in the said

Indenture after reserved and mentioned on the part of the said Elisha Tyson to be paid and performed had demised granted leased and to farm letten and by the said Indenture of Lease did demise grant lease and to farm let to the said Elisha Tyson his Executors Administrators and Assigns all those two Lotts or portions of Ground situate and lying in Howards late Addition to Baltimore Town and known and distinguished on the plat thereof by the numbers Eight hundred and eighty and eight hundred and eighty three To have and to hold the said demised Lots or parcels of Ground with their and every of their appurtenances unto the said Elisha Tyson his Executors Administrators and Assigns from the day next before the day of the date of the said Indenture of Lease for and during and until the full End and term of Ninety Nine Years from thence next ensuing fully to be complete and ended Yielding and paying therefor yearly and every Year during the said term of Ninety Nine Years to the said John Eager Howard his Heirs and Assigns the yearly rent or sum of Twenty four pounds Current Money in half Johannesses at three pounds each and Mexican Dollars at seven shillings and six pence each on the first day of September in each and every Year during the continuance of the aforegoing demise and the said Elisha Tyson for himself his Executors Administrators and Assigns did covenant and agree to and with the said John Eager Howard his Heirs and Assigns by the said Indenture of Lease in manner and form following towit that he the said Elisha Tyson his Executors Administrators and Assigns Yearly and every Year during the said term would well and truly pay to the said John Eager Howard his heirs and Assigns the said Yearly Rent or sum of Twenty four pounds Current Money as aforesaid at the time aforesaid limitted for the same as by the said Indenture of lease reference being thereto had will among others more fully appear By virtue of which said demise the said Elisha Tyson on the day of the date of the aforesaid Indenture of Lease into the premises aforesaid with the appurtenances to him as aforesaid demised entered and was and yet is thereof possessed And although the said John Eager Howard hath well and faithfully according to the form and effect of the said Indenture of Lease performed and kept all and singular the Covenants and Agreements in the Indenture of Lease aforesaid above specified on the part of the said John Eager Howard to be observed performed or kept yet protesting that the said Elisha Tyson hath not performed or fulfilled any thing in the said Indenture of Lease on his part and behalf to be performed and fulfilled; in fact the said John Eager Howard saith that the sum of Forty eight pounds Current Money of the said

(Rent)