Rent for two Years ending the first day of September seventeen hundred and eighty eight was on the same day and Year in Arrear and is yet unpaid by the said Elisha Tyson to the said John Eager Howard against the form and effect of the said Indenture and of the Covenant of the said Elisha Tyson made in that behalf as aforesaid which said sum of Money the said Elisha Tyson ought to have paid to the said John Eager Howard at the time limitted aforesaid according to the form and effect of the said Indenture And so the said John Eager Howard says that the said Elisha Tyson (although often required) hath not performed his Covenant aforesaid with the said John Eager Howard in this respect as aforesaid made but hath broken it and hath altogether hitherto denied and still doth deny to perform the same to him to the damage of the said John Eager Howard Two hundred pounds Current Money of Maryland and thereupon he brings suit and so forth.

Robert Smith for Plaintiff pledges &c. John Doe, Richard Roe

And the aforesaid Elisha Tyson by his Attornies aforesaid defends the force and injury when and so forth and prays leave to imparle hereunto until next Court and he hath it the same day is gevin to the plaintiff also.

At which said next Court tourt the twelfth day of May Anno Domini seventeen hundred and eighty nine comes again as well the said John Eager Howard by his Attornies aforesaid as as the said Elisha Tyson by his Attornies aforesaid — And the said Elisha Tyson by Richard Ridgely his Attorney as before defends the force and injury when and soforth and prays and hearing of the Writing of Indenture and he hath it which being read and heard the aforesaid Elisha saith that the said John Eager his Action aforesaid against him the said Elisha to have or maintain ought not because he saith that he the said Elisha from time to time and all times since the making of the said Writing of Indenture aforesaid hitherto hath well and truly kept and performed all things Covenants and agreements in the said Indenture of Writing specified to be by him the said Elisha and on his part kept and performed according to the form and effect of the said Indenture of Writing and this he is ready to verify wherefore he prays Judgment if the said John Eager Howard his Action aforesaid against him the said Elisha to have or maintain ought &c.

And the said John Eager Howard saith that he by any thing by the said Elias Tyson above in pleading alledged from having his Action aforesaid thereof against him to be precluded ought not because he saith that the aforesaid Elisha Tyson hath not performed and kept to him the Covenants and agreements aforesaid in the Writing of Indenture aforesaid specified as he ought to have done and of this he prays may be enquired of the Country and the said Elisha Tyson in like manner and so forth.

Whereupon this cause standing ready for Trial Command is gevin to the Sheriff of Ann Arundel County that he cause to come before the Judges of our General Court here on the second tuesday of October next twelve &c. by whom &c. and who neither &c. to recognize &c. because as well &c. the same day is given to the said parties then and there &c.

At which said second tuesday of October being the thirteenth day of the same Month Anno Domini seventeen hundred and eighty nine comes again as well the said John Eager Howard by his Attorneys aforesaid as the said Elisha Tyson by his Attorneys aforesaid. Nevertheless the aforesaid Elisha Tyson by David McMechen his Attorney relinquishing the averment by him above pretended says that he cannot deny the Action aforesaid of the aforesaid John Eager Howard so as aforesaid against him brought nor but that the said John Eager Howard hath sustained damages to the sum of Two hundred Current Money by Occasion of the Non-performing and keeping of the Covenants and agreements aforesaid in manner and form as the said John Eager Howard above against him hath declared.

Therefore it is considered by the Judges here that the said John Eager Howard recover against the said Elisha Tyson as well the sum of Two hundred pounds Current Money his damages aforesaid in form aforesaid confessed As Also the sum of Eight hundred and sixty two pounds of Tobacco by the Court unto him on his afsent adjudged for his Costs and charges by him about his suit in this behalf laid out and expended and the said Defendant in Mercy &c.

Memorandum. The plaintiff releases the above Judgment on payment of the sum of Forty Eight Pounds Current Money with Interest thereon from the first day of September seventeen hundred and eighty eight and costs of suit and agrees to stay Execution to the first day of January next. Test. John Gwinn Clk

John Eager Howard against Elisha Tyson

Be it Remembered that heretofore to wit on the Eleventh day of September seventeen hundred,