Executors Administrators and assigns yearly and every Year during the said term would well and truly pay to the said John his heirs and Assigns the said Yearly Rent or sum of Fifty four pounds Current Money as aforesaid at the time as aforesaid limited for the payment of the same as by the same Indenture of Lease above mentioned among other things is more fully manifest and appears by virtue of which said demise the said Elisha on the day of the date of the aforesaid Indenture of lease into the premises aforesaid with the appurtenances to him as aforesaid demised did enter and was and is yet thereof possessed and although the said John always from the said time of the making the Indenture of demise aforesaid hitherto hath well and truly performed and fulfilled all and singular the Covenants grants and agreements in the Indenture of Lease aforesaid contained on the part of the said John to be observed performed and kept according to the form and effect of the said Indenture of lease by protesting that the said Elisha hath not performed or fulfilled any covenants or grants in the said Indenture of lease contained on the part of the said Elisha or his assigns to be performed or fulfilled in fact the said John saith that the sum of Fifty four pounds Current Money of the said Yearly rent for one whole Year ending on the first day of September in the Year seventeen hundred and eighty six was on the day and year last aforesaid in arrear and is yet unpaid by the said Elisha to the said John Eager Howard against the form and effect of the said Indenture and the said Covenant of the said Elisha made in that behalf as aforesaid which said sum of Money the said Elisha ought to have paid to the said John at the time limitted as aforesaid according to the form and effect of the said Indenture and so the said John saith that the said Elisha altho often required hath not performed his Covenant aforesaid with the said John in this respect as aforesaid made but hath broke it and hath hitherto altogether denied and yet doth deny to perform it to him to the damage of the said John One hundred pounds Current Money of Maryland and thereupon he brings suit and so forth.

Robert Smith for plaintiff pledges of pros. John Doe and 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 given to the plaintiff also

At which next Court towit 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 the said Elisha Tyson by his Attorneys as aforesaid And the said Elisha by Richard Ridgely his Attorney as before defends the force and injury when and so forth and prays an hearing of the Writing of Indenture aforesaid and he hath it which being read and heard the aforesaid Elisha saith that the said John Eager Howard his action aforesaid against him the said Elisha to have or maintain ought not because he saith he the said Elisha from time to time and at 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 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 prepared to verify wherefore he prays Judgement if he 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 aforesaid Elisha 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 by the Country and the said Elisha Tyson in like manner and so forth.

Whereupon this cause standing ready for Trial — Command is given 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 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 Attornies aforesaid as the said Elisha Tyson by his Attornies aforesaid. Nevertheless the aforesaid Elisha Tyson by David McMechen his Attorney relinquishing the averment aforesaid so as aforesaid above by him 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 One hundred pounds Current Money by Occasion of the Non performing and keeping the Covenants and Agreements aforesaid in manner and form as the aforesaid John Eager Howard above against him hath declared.

Therefore