seven at the County of Washington aforesaid made and executed his last will and Testament in writing and thereby devised and bequeathed (among other things) the said reversion of the Tenements aforesaid with the appurtenances to the said Mary the now plaintiff for the Term of the life of the said Mary Thompson his widow. And afterwards on the fourteenth day of June in the year one thousand seven hundred and Eighty seven the said Alexander Thompson the Testator died at the County of Washington aforesaid seised of the said reversion of the Tenement aforesaid with the appurtenances in the manner as above set forth after whose death the said Mary, to wit, upon the fourteenth day of June in the year one thousand seven hundred and eighty in the said County of Washington by virtue of the said bequest claimed the Reversion of the said Tenements with the appurtenances by virtue of which said bequest the said Mary, the now plaintiff (was seised of the reversion aforesaid with the appurtenances for the Term of her life, and being thus seised, he the said John Clarke being possessed of the Tenements aforesaid with the appurtenances in the manner as above set forth. Although the said Mary Thompson the now plaintiff hath well and truly observed performed fulfilled and kept all and singular the covenants specified in the above recited agreement on the part of the said Alexander Thompson to be observed performed fulfilled and kept according to the intent and purport of the said Agreement the said Mary in fact avers that the said John Clark being possessed as aforesaid he the said John did not pay to the said Alexander in his life time or the Plaintiff since the death of the said Alexander any part of the Crop which was raised upon the aforesaid Plantation by him the said John Clark during the first year that is to say from the twenty ninth day of March seventeen hundred and eighty seven to the twenty ninth day of March one thousand seven hundred and eighty eight according to the form and effect of the said Covenant of the said John Clarke so made with the said Alexander Thompson in his life time in that respect as aforesaid: And so the said Mary Thompson says that the said John Clarke hath not performed but broken the covenant aforesaid mentioned in the said Article of agreement; and hitherto hath and still doth refuse to perform the same to the said Mary Thompson to the damage of the same Mary of fifty pounds current money of Maryland and therefore she brings suit and soforth.

John T. Mason for the Plaintiff. John Doe, Richard Roe } Pledges of Prosecution

And the aforesaid John Clarke by his attorney aforesaid defends the Force and injury when and soforth and prays an hearing

an hearing of the agreement in the Declaration aforesaid mentioned and he hath it in the words following to wit, This agreement maid the 29.th March 1787. by and between Alex.r Thompson of Washington County State of Maryland of the one part and John Black of the foresd. County and state Witnesseth that the aforesd. Thompson do set lett and to farm all that track or parcel of Land whair sd. Thompson now lives on for and during the Term and time of one year and at the expiraition of one year boath parteys agreed to continue from year to year for three years and for the consideration of the above the aforesd. Clark do covenant and agree to give said Thompson a full third of all that he raises on said place except the Gardin and sd. Clark is to Bord the Well diger when diging the well and to find a hand to hall up the dirt out of said Well and to board the Meason when walling the well and a hand to attend him in stone when walling and to bord the hands when raising the Barn and to clear out all the woods that is in the inside of the fences and to make five acres of the bottom into Meadoow and sd. Thompson is to find Timothy seed to sow the same and in case the said Clark should clear aney new Ground he is to have the use of all the Timber that is on the ground he clears except what will fence the same and to have three Crops for clearing the same and if sd. Clark should se fit to leve the place before he receives his three Crops sd. Thomson is to pay him a resonsible price for clearing and if either should see fit to be of the Bargin in one year sd. Clark is not to bord the hands in raising the Barn for the true performance of the above obligation. boath Partyes bind themselves in the sum of two hundred pounds spicie current money of the state to the mun performer. As Witness our hand and sales the day and year above mentioned.

Witness present, Peter Shugert, Saml. McCall — Alexr. Thomson (seal), John Clark (seal)

Which being read and heard the aforesaid John Clarke by his attorney aforesaid defend the force and Injury when and soforth and says that he with the writing aforesaid to be burthened ought not, because he says that he hath well and faithfully kept and performed the several covenants in the writing aforesaid above mentioned as he ought to have done, to wit, at Washington County aforesaid and this he is ready to verify wherefore he prays Judgment if the said Mary Thompson her action aforesaid against him to have or maintain ought and soforth. And the said Mary Thompson the Plaintiff says that she by any thing