thing above alledged in the Defendants plea from having her action against him the said John Blanke ought not to be precluded because she saith that the said John Blanke did not pay or deliver to the said Alexander Thompson the Testator in his Lifetime or to the said Mary Thompson the now Plaintiff after the death of the said Alexander one third part of whatsoever he the said John upon the Plantation in the Declaration above specified for the first year of his the said John Blanke's term in the said Plantation, except what was in the Garden of the said Plantation in such manner and form as the said John Blanke has above alledged in his plea; And this she prays may be enquired of by the Country: And the said John Blanke prays likewise the same - Therefore let a Jury thereupon here immediately come before the said Justices of the Court here of free and lawfull men of the County aforesaid by whom the truth of the matter may be better known who neither &c to recognize &c because as well &c and the Jurors of the said Jury by the said Sheriff for this purpose impanneled and returned to wit, Paul Hoy, James McClaim, Luke Tiernan, Lodowick Young, John Langley, Jacob Beckley, Conrod Coffrod, Philip Spoon, Frederick Hieskell, Peter Burlett, William Belch and Jacob Harry being called, come; who being elected, tried and sworn, to speak the truth of and concerning the premises upon their oath say that the said John Blanke did not perform fulfill and keep the covenant in the instrument of writing aforesaid mentioned on the part of the said John Blank to be fulfilled, performed, and kept according to the force form and effect thereof as the said Mary Thompson above against him hath complained; And they do assess the Damages of her the said Mary Thompson by the within written besides the costs and charges by her about her suit in this behalf expended to the sum of fifteen pounds current money. Whereupon the said Mary Thompson by her attorney aforesaid prays Judgment against the said John Blanke in and upon the verdict aforesaid by the Jurors aforesaid in form aforesaid given. Therefore it is considered that the said Mary Thompson do recover against the said John Blanke her Damages aforesaid by the Jury aforesaid in form aforesaid assessed; as also the quantity of Two (thousand) four hundred and forty five pounds of Tobacco for her costs and charges aforesaid by the Court now here with her assent adjudged and the said John Blanke in mercy &c -

Test. Elie Williams Clk

Memorandum, before the Jurors aforesaid withdrew from the bar the aforesaid John Blanke produces here in Court a certain Bill of exceptions with the seals of Thomas Sprigg and Henry Shryock Justices of our said Court, at the request of the said John Blanke according to the form of the Statute in such case made and provided thereto put, as it is asserted, praying it to be here enrolled, and to him it is granted &c which said Bill follows in these words, to wit, "Upon the Trial of this Cause the Plaintiff gave Evidence by Alexander Thomson that a deed of Covenant had been made between him the said Alexander Thomson for and on behalf of Samuel Thomson his Father of the one part and John Blank of the other part and upon proving also that this Deed was in the Possession of the Defendant who refused to give it up the Plaintiff was permitted to prove the contents of that Deed which she did accordingly - The Defendant then produced the said Deed which is in the words following, to wit, This Agreement maid the 29th March 1787 by and between Alexr Thomson of Washington County State of Maryland of the one part and John Blanke of the Forest Bounty and State Witnesseth that the aforesaid Thomson do set lit and to farm all that track or parcel of Land whair sd Thomson now lives on for and during the term and time of one year and at the expiration of one year Boath partys agreed to continue from year to year for three years and the consideration of the above the aforesaid Blank do covenant and agree to give said Thomson a full third of all that he raises on sd place except the Gardin and said Blank is to Board 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 Meson 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 four acres of the bottom into Meadow and said Thomson is to find Timothy seed to sow the same and in case the said Blank shold clear any 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 Blank should se fit to leve the place before he receives his three crops said Thomson is to pay him a reasonible price for clearing and if either should see fit to be off the bargain in one year sd Blank is not to board the hands in raising the Barn - for the true performance of the above obligation boath partyes bind themselves in the sum of two hundred