in the said Indenture and Inventory mentioned, and as before mentioned demised unto the said Samuel Turbutt, from the first day of January then last past before the date of the said Indenture, for and during and unto the full end and term of three years from thence next ensuing and fully to be complete and ended, yielding and paying therefore yearly and every year, during the said Term unto the said David Kerr the yearly rent of three hundred pounds Current money on the first day of January in every year, the first payment of the said yearly rents of three hundred pounds to be made on the first day of January Seventeen hundred and eighty five the second payment thereof to be made on the first day of January Seventeen hundred and eighty six, and the third payment of the same to be on the first day of January Seventeen hundred and eighty seven, and the said Samuel Turbutt did by the said Indenture for himself covenant promise and agree to and with the said David Kerr in manner and form following, that is to say that he the said Samuel Turbutt should and would well and truly pay or cause to be paid unto the said David Kerr the said yearly rent of three hundred pounds current money thereby accrued on the several days therein before limited for payment thereof; and also that he the said Samuel Turbutt should and would during the said Term at his own proper Costs and Charges well and sufficiently support and keep the Houses on the Premises thereby demised with the appurtenances in as good Tenantable repair as the same should be in at the time of the entry of the said Samuel Turbutt in the possession thereof (the reasonable use and occupation thereof and all accidents and damage by, or by reason of Fire at any time or times during the said Term excepted) and also that he the said Samuel Turbutt, should and would during the said Term cloth the several Negroes in the said Indenture named and mentioned to be rented provided they should so long live with proper and sufficient apparel and the said Negroes at the expiration of the said Term return to the said David with as good and sufficient clothing as the said Negroes should be provided with at the time of their delivery to the said Samuel Turbutt and also that he the said Samuel Turbutt should and would will and sufficiently, cloth and maintain the following young negroes during the term aforesd, to wit Phil, Bet, Will Solomon, Sal and Kitty. and whereas also it is recited in the said Indenture that the said David Kerr had delivered unto the said Samuel Turbutt fifty Barrels of Indian corn One thousand pounds weight of salted Pork, and a sufficient quantity of Fodder for the maintenance and support of the Horses Cattle and other stock mentioned in the said Schedule or Inventory

during the then present Winter and had also sown eighty six and one half Bushel of Wheat on the said demised premises. The said Samuel Turbutt did by the said Indenture further for himself covenant to and with the said David that he the said Samuel Turbutt should and would to the said David Kerr the same quantity of Indian Corn salted Pork and Fodder on the aforesd Premises at the expiration of the Term aforesd and also should and would sow on the said Demised premises in the year Seventeen hundred and eighty six on or before the fifteenth day of October in the same year the said quantity of eighty six bushels and one half bushel of wheat in good condition there to remain for the use and benefit of the said David at the expiration of the said Term. and also that he the said Samuel Turbutt should and would return unto the said David Kerr as many Horses, Mares, Black Cattle, Sheep & Hogs as should be equal in value to those mentioned in the said Inventory so as aforesd annexed to the said Indenture The said valuation to be made and estimated according to the real worth of the Stock so to be delivered and not per capita. And also that he the said Samuel Turbutt should and would deliver to the said David the like Plantation Utensils of equal value and that if it should so happen that any of the said Negroes in the said Indenture mentioned should be maimed or distroyed by the unjust treatment of the said Samuel Turbutt or any Person placed on the said Premises in authority under him that then and in such case ~~should~~ such Damage and injury should be made good and satisfied to the said David by the said Samuel Turbutt. And it was further covenanted in and by the said Indenture, on the part of the said Samuel Turbutt that he the said Samuel Turbutt should not tend or cause to be tended in indian corn more than one third part of the cleared Land of the said demised Premises in any one year during the Term aforesd and it was further covenanted in and by the said Indenture on the part of the said Samuel Turbutt with the said David that he the said Samuel Turbutt would pay and discharge all such assessments as should become and grow due to be paid for and in respect of the said Land and negroes during the said Lease and that he the said Samuel would not commit or suffer to be committed by any person or persons whatsoever any waste or distruction on the said demised premises, or any part thereof as by the said Indenture amongst other things more fully appears; by virtue of which said demise the said Samuel Turbutt entered into all and singular the said demised Premises with the appurtenances and was during the whole of the said Term in the said Indenture mentioned thereof Possessed. And although the said David Kerr well and truly performed and fulfilled