and would leave the same so decided for the use and benefit of the said
Benjamin & his Executors Administrators or Assigns and also that he
the said John his Executors or Administrators would pay and discharge
all and singular the duties Assessments and Taxes which may be assessed
levied or imposed upon the premises during the Term &c as by the said
Indenture among Other things more fully appears by notice of which said
demise, the said John entered into all and singular the said demised
premises with the Appurtenances, and was during the Term &c thereof
possessed. And although the said Benjamin always ever since the making
of the said Indenture, hitherto hath and well and truly performed
and fulfilled all things contained in the said Indenture on his part
and behalf to be performed and fulfilled according to the form and effect
of the said Indenture, yet pretending that the said John hath not per
formed or fulfilled any thing in the said Indenture on his part and behalf
to be performed and fulfilled, in fact the said Benjamin says that on the
first day of November in the year seventeen hundred and ninety four
three hundred Bushels of good clean Merchantable Wheat weighing
sixty pounds per Bushell the rent &c for the Term &c on that day
were and still are in arrear and unpaid and not delivered from and
by the said John to the said Benjamin, against the form and effect of
said Indenture and of the said Covenant of the said John, made on that
behalf as &c. And the said Benjamin further says that the said John
did not sow and sheft or devest of the same &c rent in course
like tilled, being the south west division of the same with good
clean Wheat would put in, in a good time and in a manner like
manner, and did not at the expiration of the same time leave
the same as sud for the use of the said Benjamin against the form
and effect of the said Indenture and against covenant of the said
John, made in that behalf as &c. and the said Benjamin further
says that the said John did not pay and discharge all and sin
gular the duties Assessments and Taxes which were assessed, levied or
imposed upon the premises during the Term &c against the form
and effect of the said Indenture and of his part &c covenant in
that behalf as &c. and so the said Benjamin says that the said (at
the often requested hath not kept his said Covenant so made
with the said Benjamin) but hath broke the same, and to keep
the said with the said Benjamin he the said John hitherto

hath and still do wholly refuse wherefore the said Benjamin says that he is injured
and hath sustained Damage to the Value of five hundred pounds current Mo
ney of Maryland and therefore he brings suit &c. Pledges &c. John Doe
Richard Roe
Copy of the Indenture mentioned in the aforegoing Declaration follows to wit
This Indenture made the 18th day of December Anno Domini 1793
Between Benjamin Shaw the Younger of the City of Phil. and John Wathen
of Hundley Maryland Esquire Witnesseth that the said Benjamin
Shaw for and in Consideration of the Rents and Covenants herein reserved
on the part of the said John to be paid kept and performed he the said
by these presents do the demise and release to him the said John Wathen
all that part Plantation or tract of Land of him the said Benjamin in
Right of his Wife now in the tenure of the said John Wathen with all
and singular the Buildings and Appurtenances to the same belong
ing To have & to hold the said premises for and during the Term of
One year to commence from the first day of January next ensuing
the date of these presents yielding and paying therefor to him the said
Benjamin his Exors Admrs or Assigns the full and just Quantity of three
hundred Bushels of good clean merchantable Wheat weighing sixty
pounds per Bushell to be delivered to him the said Benjamin his Exors
Administrators or Assigns on or before the first day of November in the
year 1794 at the Granary of Jeremiah or such other Granary
in Baltimore Town as he the said Benjamin his Exors or Admrs or Assigns
may appoint at the proper Costs of him the said John and the said
John Wathen for himself his Heirs Exors & Admrs doth hereby cove
nant with the said Benjamin his Exors Admrs & Assigns that he
will well and truly pay and deliver the wheat above mentioned &
in the time and manner above mentioned that he well and the shift
or devest of the same rent in course to be tilled being the south west
division of the same with good Clean Wheat sowed and put in,
in good time and in a good Farmer like manner and at the ex
piration of the time therein before mentioned shall leave the same
so sowed for the use and benefit of the said Benjamin Shaw his Exors
Administrators or Assigns that he will not carry or suffer to be car
ried off the premises any Hay, Straw Fodder or manure, but
that the same shall be consumed or left to manure the premises
that he will not cut or suffer to be cut any Green or Growing Trees
upon the premises, but what shall specially be permitted by the
Benjamin, it being the Intention of the said Benjamin in