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Title: Legal Document, Vachel and Harriet Dorsey v. Benjamin Howard

Date: circa 1809

Location: I-BeachW-1971-3

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Frederick County to wit

1820
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Benjamin Howard late of Frederick County
you are was summoned to answer unto Rachel
W. Borsay and Harriet Borsay in a plea that
he perform to them the covenants between them
made according to the force form and effect
of a certain agreement or instrument of
writing thereof between them made and executed
and so forth - and whereas the said Rachel
and Harriet by Roger Brooke Toney their at-
torney say that whereas, on the eighteenth day of July
in the year eighteen hundred and nine, by certain
articles of agreement then and there made between
the said Rachel and Harriet of the one part and
the said Benjamin of the other part (which
said articles of agreement filed with the fol of the
said Benjamin the said Rachel and Harriet
bring here into Court the date whereof is the
same day and year aforesaid) the said ^{Rachel &} Harriet
for and in consideration of the sum of fifty pounds
current money of Maryland per year rented
to the said Benjamin Howard their plantation
called Whiskey Ridge for the term of two years
the time to commence or begin on the first
day the first day of September ^{then} next ensuing the
date aforesaid, and the said Benjamin did thereby
oblige himself to put and keep the said plantation
in good repair by making up and repairing all
the fences, and keep them in good tenantry order
and to sow the meadow next to a certain Nicholas
Towthers with timothy seed and keep it in good order
to mow and to keep about fifteen acres in clover

each year, as by the said articles of agreement re-
ference being thereunto had with among other
things more fully and at large appen - By virtue
of which said agreement and demise the said
Benjamin afterwards to wit on the first day
of September in the year eight hundred and
nine, at the County aforesaid entered into and
upon the said demise premises and became
and was possessed thereof for the term mentioned
in the said agreement - Yet the said Rachel and
Harriet say that after the making the said articles
of agreement, to wit on the first day of September
in the year eight hundred and eleven at the
County aforesaid a large sum of money
to wit the sum of one hundred pounds current
money for the rent aforesaid for the term aforesaid
then elapsed and expired, became and was and
still is in arrear and unpaid to the said Rachel
and Harriet contrary to the tenor and effect of
the said articles of agreement, and of the covenant
of the said Benjamin in that behalf made
as aforesaid, to wit at the County aforesaid -

and the said Rachel and Harriet further in fact
say that the said Benjamin did not put and keep
the said plantation in good repair by making up
and repairing all the fences and keeping them in
good tenurably order, contrary to the tenor and
effect of the said articles of agreement and of the
covenant of the said Benjamin in that behalf
so by him made as aforesaid to wit at the
County aforesaid -

and the said Rachel and Harriet further in
fact say that the said Benjamin did not sow

The meadow next to the said Nicholas Matthews
with timothy seed and keep it in good order
to mow, but therein wholly failed and made
default, contrary to the tenor and effect of the
said articles of agreement and of the covenant
of the said Benjamin, in that behalf by him
made or aforesaid -

And the said Rachel and Harriet in fact further
say that the said Benjamin did not keep about
fifteen acres of land, or any part thereof in clover
in each year of the term aforesaid, but wholly
omitted and neglected so to do, contrary to the
tenor and effect of the said articles of agreement
and of the covenant of the said Benjamin in
that behalf by him made as aforesaid

To the damage of the said Rachel and Harriet
in the sum of two thousand dollars current
money and therefore they being just and proper

R. B. Toney

Att'y

~~AM~~ ~~DR~~ ~~£~~ 49.

March 14. 1806
2 Harriet Jones

to

Burges Howard

over

Mr. Bunter

per Mrs

R. G. Jones

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