

September 5, 1843

Samuel D. Williamson vs Caleb Simpson

In the Court of Prince William County – Samuel D. Williamson plaintiff, complains of Caleb Simpson, defendant &c. of a plea of breach of covenant; for this to-wit; For that, whereas heretofore to-wit; on the 5th day of September 1843, at the county aforesaid, by a certain contract in writing & under seal then and there made between the said Samuel D. Williamson of the one part and the said Caleb Simpson of the other part which said contract in writing sealed with the seal of the said Caleb Simpson is now here shewn to the court, the date whereof in the day and year aforesaid, the said Williamson did agree & bind himself to rent and did rent to the said Simpson all that part of his (said Williamson's) farm lying & being south of the road leading between Greenwich & Brentsville, known as the Dutchland tract containing three hundred acres more or less, for the term of five years from the 1st January 1844 (receiving the privilege of seeding in the fall of the last year of his the said Simpson's term as well the corn, as the other land which said contract of renting by said plaintiff was in consideration of & upon certain terms & conditions thereafter stated – and the plaintiff stating such terms and conditions, that the defendant, the said Caleb Simpson, did by said contract in unity sealed as aforesaid bind himself to take possession of the above described parcel of land, to cultivate the same in the best possible manner, to fill up all gullies and top across the thin spots with all the manure that could be made on the said farm and especially to attend to cowpenning, to lay off the farm into at least four fields around which good & sufficient fencing should be made & kept up; that the woodland pasture should be enclosed to itself for hogs &c.; that each field should be cultivated successfully in corn, wheat and clover; that two successive crops of corn or Buckwheat, should never be taken off the land; that the land for corn should be prepared in suitable time in the spring by a deep plowing with a big plough and thereafter to be well cultured at least once & tended principally, if not entirely with the angle plow – that the said land should by no means be plowed when too wet; that the clover if pastured at all should not be pastured until after the 1st of June; And said Simpson further bound himself that he would furnish and sow upon all the land seeded in small grain the usual quantity of clover seed, not less than a bushel to fifteen acres that he would be very careful of the timber and not use for firewood any but such as is dead or decaying and that after having used all our diligence & care in making & saving all the crops of grain of every description (none of which should be touched by him for any purpose whatsoever until properly divided) he the said Simpson would render unto the said Williamson one full third of all that should be made or said land without the garden except the lay feed which should be fed on said farm. By virtue of which said (____) or renting, the said Caleb Simpson, afterwards to-wit; on the said 1st day of January 1844 entered into and upon all & singular the said premises with their appurtenances & he came & was possessed thereof for the said term, so to him thereof granted as aforesaid. And although the said Williamson hath always, from the time of making said contract, will hereto, well & truly perform, fulfilled & kept, all things in the said contract contain on his part to be performed, fulfilled, & kept. Get (____) that the said Simpson hath not preformed fulfilled or kept the matters in said contract contained, on his part to be preformed fulfilled & kept according to the tenor? And effect, true intent and meaning thereof) the said Williamson says that the said Caleb Simpson hath broken his said covenants & in taking this to-wit; that he the said Simpson did not cultivate the said land in the best possible manner; that he the said Simpson did not fill up all the gullies and top-cross? The thin spots in manner as he contracted to do; that he the said Simpson did not attend to cowpenning on said farm; that he the said Simpson did not divide the said farm into at least four fields; nor make and keep up good and sufficient fencing around them; that he the said Simpson, did not enclose the woodland pasture to itself for hogs &c.; that he, the said Simpson, did not cultivate each field successively, in corn, wheat and clover; that the said Simpson did not furnish and sow upon the said land the usual quantity of clover seed, but wholly failed to sow any clover seed thereon; and that he, the said Simpson did not render unto the said Williamson (or unto any one for him) one full third of all that was made on the land without the garden except the lay feed. And so the said Williamson in fact saith, that the said Caleb Simpson (although often requested so to do) hath not kept his said covenant and undertakings in said contract specified, but hath broken the same and to keep the same with the plaintiff hath wetherto wholly neglected & still does neglect and respond to the said plaintiff's damage \$500.00 and therefore he bringeth suit &c. signed Jas. Brooke j.p. ("We the jury find for the defendant, signed George B. Chichester the jury foreman)