with the consent of the said parties by their attornies aforesaid, it is ruled by the court here, that the whole matter in the premises between the parties aforesaid in variance be referred to the arbitration and final determination of Ambrose Geoghagan, Denton Jacques and Joseph Sprigg Junior, with power to examine evidences on oath &c. and that the said arbitrators or any two of them, when the whole matter concerning the premises between the said parties in variance being fairly adjusted, have their award in writing, under their hands and seals before the court here, with all convenient speed and that Judgment of the court here be entered according to such award, and be final between the said parties. Thereupon further day is given to the parties aforesaid by the court here until the second Tuesday of may next.

At which said second Tuesday of may being the Tenth day of the said month in the year of our Lord one Thousand seven hundred and ninety one, come again into the General court here as well the said Thomas Smith by his attorney aforesaid, as the said Jeremiah Foster by his attorney aforesaid; and the arbitrators aforesaid do not return their award, nor have they done any thing therein; Thereupon further day is given to the parties aforesaid by the court here until the second Tuesday of October next.

At which said second Tuesday of October being the Eleventh day of the said month in the year of our Lord one Thousand seven hundred and ninety one, come again into the General court here, as well the said Thomas Smith by his attorney aforesaid as the said Jeremiah Foster by his attorney aforesaid and the arbitrators aforesaid do not return their award, nor have they done any thing therein; Thereupon further day is given to the parties aforesaid by the court here until the second Tuesday of may next.

And now at this day to wit the said second Tuesday of may being the Eighth day of the said month in the year of our Lord one Thousand seven hundred and ninety two, come again into the General court here, as well the said Thomas Smith by his attorney aforesaid as the said Jeremiah Foster by his attorney aforesaid. Thereupon, the arbitrators aforesaid, pursuant to the rule of reference aforesaid, return to the court here their award of and upon the premises aforesaid, which said award is in form following to wit.

General Court. October Term 1790.

Thomas Smith a Jeremiah Foster	Habr. Ruled by the court with consent of parties and their attornies that this cause be referred to Ambrose Geoghagan, Denton Jacques and Joseph Sprigg Junior and on the return of their award or any two of them Judgment to be entered thereon according to act of assembly &c.

Test. John Irvin Clk

We the within named Referees, after hearing the allegations and Evidence produced by the Plantiff and Defendants within named and duly considering the same Do (award

award that the Defendant Jeremiah Foster is guilty of the Trespass complained of by the Plaintiff Thomas Smith and that Judgment shall be entered for the said Thomas Smith, to recover of the said Jeremiah Foster, twenty two pounds ten shillings current money, for Damage and all legal cost of suit as witness our hands ~~and seals~~ this fourth day of February 1792.

Ambrose Geoghegan (Seal) Denton Jacques (Seal) Joseph Sprigg (Seal)

Thereupon the said Thomas Smith by his attorney aforesaid files in court here a certain affidavit of the service of a copy of the said award upon the said Jeremiah Foster which said Affidavit is in form following to wit.

Washington county ss. The 29th day of February 1792 came Ralph Ormstor before me and made oath that he delivered a true copy of the above award unto the hand of Jeremiah Foster on the twenty fifth day of this present month.

Sworn before. Wm. Good.

Thereupon the said Jeremiah Foster by his attorney aforesaid files in court here the Deposition of Charles Beatty, which is in form following to wit.

Thomas Smith a Jeremiah Foster	The Defendant in this cause produces in open court Col. Charles Beatty who being sworn deposeth and saith, at the request of Mr. Joseph Chapline (who was the substantion Defendant in this cause and transacted the business) he went to the house of Mr. Joseph Sprigg one of the referees and he thinks delivered a letter from Mr. Chapline to Mr. Sprigg informing him that it was impossible for him Mr. Chapline to attend the arbitrators at the day appointed as he was obliged to attend a summons from the land office (this Deponant thinks the second day after the day appointed by the arbitrators that the said Mr. Sprigg informed this Deponant that to him it was a sufficient excuse, and that he would mention it to the other arbitrators that he would lay Mr. Chaplines letter before them and he expected it would be a sufficient excuse to them, that this Deponant returned to Mr. Chapline informed him of what has been said by Mr. Sprigg, and that Mr. Chapline immediately set out for Annapolis, that it appears by the date of the award the arbitrators met set and made out their award on the day then appointed and that they did not postpone the business as was understood and expected by Mr. Chapline.

Sworn to in open court. John Irvin Clk

Thereupon, on motion of the said Thomas Smith by his attorney aforesaid, and it appearing to the court here, that the said Thomas Smith hath complied with the necessary requisites, as required by Law, in order to have Judgment upon the award aforesaid. Therefore it is considered by the court here, that the said Thomas Smith recover against the said Jeremiah Foster as well the said sum of Twenty two pounds ten shillings current money, his damages aforesaid by the occasion of the Trespass in the Declaration aforesaid mentioned, and by the arbitrators aforesaid in form aforesaid awarded, as the quantity of sixteen thousand two hundred and fifty two and one half pounds of Tobacco by the court here adjudged (unto