Solomon Tillen, Hezekiah Price, George Howard, Abraham White jun^r. Philip Uhler and Charles Pennington who being impannelled and sworn to say the truth in the premises upon their oaths do say that the said Christian Adreon did assume upon himself in manner and form as the said William Hawkins within against him hath complained and they assess the damages of the said William Hawkins sustained by occasion of the non performance of the promise and assumption aforesaid to the sum of two hundred and two dollars and twenty seven cents current money. Therefore it is considered by the Court here that the said William Hawkins recover against the said Christian Adreon as well the sum of four hundred dollars current money the damages in the declaration aforesaid mentioned sustained by occasion of the non performance of the promise and assumption aforesaid as the sum of nineteen dollars and six cents current money by the Court here unto him the said William Hawkins on his agent adjudged for his costs and charges by him about his suit in this behalf laid out and expended and the said Christian Adreon in mercy &c.

Memorandum judgment rendered in this cause on the twenty fifth day of april eighteen hundred and sixteen for the damages laid in the declaration and costs of suit the said damages to be released on the payment of the sum of two hundred and two dollars and twenty seven cents current money with interest from the 25 of april 1816 till paid and costs.

And Memorandum. Before the jurors aforesaid withdrew from the bar of the Court here the aforesaid Christian Adreon by his attorney aforesaid filed in Court here the following bill of exceptions to wit:

William Hawkins
vs.
Christian Adreon

Case

On the trial of this cause the plaintiff to support the issue on his part gave in evidence to the jury the following contract between the plaintiff and a certain John Sands for the letting of the premises in the declaration mentioned.

Agreement made between Wm Hawkins and John Sands this second day of april eighteen hundred and ten That the said Wm Hawkins hath leased and rented to the said John Sands all that lot on South Street with the buildings and improvements

No 7. in which he now lives for one year at seven hundred and fifty dollars per year to be paid quarterly and at the end of each quarter and to give or take a quarter warning before the expiration of the year, for the true performance of the above agreement both partys bind themselves in the penalty of fifteen hundred dollars to be paid by the party failing to the party complying with this agreement

In witness whereof they have set their hands and seals in presence of Thomas Dawson — } John Sands (Seal) Wm Hawkins (Seal)

And that without any further agreement or contract the said Sands continued in the possession and occupation of the premises paying rent in conformity to the reservation in said agreement until the eighteenth day of November eighteen hundred and thirteen That then the present defendant took the said premises from said Sands on the same terms which he had them on. That the defendant continued in possession of the premises until the second day of October eighteen hundred and fourteen and paid rent at the expiration of each quarter to Sands until the expiration of Sands' time and to the plaintiff afterwards the amount reserved in said agreement between said plaintiff and said Sands. And the plaintiff further gave in evidence that some short time before the expiration of the last year of the occupation of said house by the said Sands as aforesaid the defendant applied to him to be admitted to occupy the premises on the same terms that the said Sands had done — Whereupon the said plaintiff agreed thereto and the said defendant continued in the possession thereof until he quit the same in the manner hereafter mentioned —

The defendant gave evidence to the jury that before the expiration of Sands time in said house and while said defendant was in possession thereof under the authority and by permission of the said Sands that he the defendant had a conversation with the plaintiff in which he stated that business was then very dull and that if business continued to be as dull as it then was after Sands's time in the house was out he would expect him to lower the rent and the said plaintiff said that if business should continue as dull as it then was he would lower the rent

The defendant further gave evidence to the jury that business did continue as dull as it was at the time of the aforegoing conversation during the whole of the time that the defendant