for £74.5.0 Current money and satisfied plaintiff to amount of said sales To answer

James Simms Shff.

To which aforegoing return, was annexed the following Schedule to wit:

Charles County fo: We the subscribers being summoned and sworn by the Sheriff of the aforesaid County to value and appraise the property of William Brawner and Benjamin Brawner taken by virtue of Fieri facias for the use of Francis Ware do value and appraise it in Current money as follows (to wit)

1 Negro girl called Rachel at	£50.0.0
1 Boy George at	40.0.0
1 ditto Gerard at	25.0.0
1 Girl Rose at	12.10.0
1 woman Lucy at	5.0.0
1 negro man Tom at	65.0.0

part of a tract of land called Hopewell containing 63 acres at 27/6 per acre. Brawner's amendment containing 11 acres at 27/6; part of one other tract called Johns Trouble containing 7 acres at 27/6. Given under our hands and seals this 16th day of February one thousand seven hundred and ninety two.

Henry Hoeslip (Seal)
Ignatius Ward (Seal)
John Ward, Augustine (Seal)
Richard Mitchell (Seal)

And now at this day come into the General Court here, the said William Brawner Junior, John Maddox and Benjamin Brawner by William Pinkney and Philip Barton Key their attornies; And thereupon on motion of the said William Brawner Junior, John Maddox and Benjamin Brawner by their attornies aforesaid, It is ruled by the Court here that the said Francis Ware or his Counsel shew cause on Wednesday next in this Term why the Fieri Facias issued in this case should not be quashed with costs, and also why the writ of Error obtained by the said William Brawner Junior, John Maddox and Benjamin Brawner should not from the time of notice and delivery thereof to the Sheriff be a supersedeas and delay the sale of the defendants property taken by virtue of the said Fieri Facias: And thereupon the said William Brawner Junior, John Maddox and Benjamin Brawner by their attornies aforesaid file in Court here the following affidavit, to wit; William Brawner makes oath on the holy Evangels of Almighty God; that soon after the rendition of the Judgment on which the fifa in this case issued, viz: in June or July and before the day

limited in the Judgment for the return of the release, to be awarded by the persons named in the terms of the Judgment; He this deponent went to Capt. Dyson who acted as agent of the Plaintiff and was interested as one of his securities, to settle the accounts, and in the presence of Francis Ware then acting as clerk to Mr. Dyson he this Deponent wished to have a day appointed for the meeting of the persons authorised to award the release pursuant to the terms of the Judgment when Mr. Dyson replied that those persons must meet in August on other business of a similar nature and it would save them trouble to have this determined at the same time, and added that he would take no advantage of the time being subsequent to the day limited in the Judgment, and called on Mr. Ware to witness the same - and this deponent saith that it was not his fault but at the request of Mr. Dyson that the release was not awarded on or before the day limited; and that afterwards the persons named in the Judgment to award the release declined to act and award a release conceiving they had no authority under the Judgment aforesaid after that day.-

24th may 1792. sworn to in open Court the 24th may 1792.

Jno. Lynn Clk.

Whereupon, by and with the consent of the parties aforesaid by their respective attornies aforesaid, It is Considered by the Court here, that the said Francis Ware take nothing by the writ of Fieri Facias aforesaid and the return thereof but that the same be quashed; and the said William Brawner Junior, John Maddox and Benjamin Brawner by their Attornies aforesaid release and relinquish to the said Francis Ware the costs and charges by them sustained by occasion of the fieri facias aforesaid and of the return thereof as aforesaid: and thereupon the parties aforesaid by their respective attornies aforesaid file in Court here the following agreement of the tenor following, to wit:

Francis Ware use of Henry M. Hanson & others agt William Brawner, John Maddox and Benjamin Brawner	Fifa to May term 1792 on Judgment rendered at October Term 1790

It is agreed by the parties in this case that the said Fifa and all proceedings thereon shall be quashed and set aside without costs and that writs of restitution shall issue to restore the Defendants to the property thereon taken whether sold or unsold - and it is further agreed that the terms of release on the said Judgments as originally entered shall be struck out, and that

And