May Term 1794.

brought, nor but that the aforesaid Noah Stoddard hath sustained damage to the sum of One thousand pounds Current Money of Maryland by occasion of the non performance of the matters, things, Covenants Articles and agreements specified in the aforesaid Charter Charter Party in manner and form aforesaid as the aforesaid Noah Stoddard above against him hath declared; Provided nevertheless this confession of the said James Dunlop is subject to the opinion of the Court on the Demurrers filed in this Cause —

But because the Court here are not advised to give their Judgment of and upon the Premises aforesaid day therefore is given as well to the aforesaid Noah Stoddard as to the aforesaid James Dunlop before the Judges of our General Court here on the second Tuesday of May next to have their Judgment of and upon those premises, — because the Court here thereof not yet Wa.

At which said second Tuesday of May being the fourteenth day of the same month Anno Domini seventeen hundred and ninety three comes again here into our General Court as well the aforesaid Noah Stoddard by his Attornies aforesaid, as the aforesaid James Dunlop by his Attorney aforesaid But because the Court here are not advised to give their Judgment of and upon the premises aforesaid day therefore is further given as well to the aforesaid Noah Stoddard as to the aforesaid James Dunlop before the Judges of our General Court here on the second Tuesday of October next, to hear their Judgment of and upon those premises, because the Court here thereof not yet Wa —

At which said second Tuesday of October being the eighth day of the same Month Anno Domini seventeen hundred and ninety three comes again here into our General Court as well the aforesaid Noah Stoddard by his Attornies aforesaid as the aforesaid James Dunlop by his Attorney aforesaid. And hereupon the premises on the third plea aforesaid by the said James Dunlop above set forth being seen and by the Judges here more fully understood, it seems to our said Judges here that the said third plea by the aforesaid James Dunlop above pleadded and the matter in the same plea contained are sufficient in Law to bar and preclude the said Noah Stoddard from having and maintaining his Action aforesaid against him the said James Dunlop and that the Declaration and matter within contained are sufficient in Law for the said Noah Stoddard to maintain his Action aforesaid against the said James Dunlop had in manner and form as the said Noah Stoddard hath above alleged. And thereupon the aforesaid James Dunlop by his Attorney aforesaid prays leave of the Court here according to the form of the Act of Assembly in such Cases made and provided to amend his second and third pleas aforesaid above by him set forth, and it is granted him. — And the said James by Philip Barton Key his Attorney aforesaid by leave of the Court for that purpose first had and obtained according to the statute in such Cases made and provided further comes and defends the force and injury when and so forth; and prays Oyer of the writing Obligatory aforesaid and the Covenants

therein

May Term 1794.

therein contained and he hath them as follows to wit; — This Charter party Indented, made and concluded upon the twenty ninth day of October in the year of our Lord, — one thousand seven hundred and eighty nine, Between Noah Stoddart Master of the Brigantine William of Boston, on the one part; and James Dunlop of George Town in the commonwealth of Maryland, Merchant, on the other part; Witnesseth that the said Noah Stoddart for the considerations herein after mentioned, hath granted and letten to freight, and by these presents doth grant and lett to freight unto the said James Dunlop, his Heirs, Executors Administrators or Assigns the full reach and Burthen of the said Brigantine William on a voyage from the Port of Alexandria to the Island of Madeira and the said Noah Stoddart doth hereby bind and oblige himself his Heirs Executors, Administrators and Assigns, that the said Brigantine shall be properly manned, victualled, rigged, and in every respect completely fitted and sufficiently dunnaged for the reception of a Cargo of Wheat and Flour, and further agrees to allow the said James Dunlop forty running days to load the said Brigantine, to commence from her being ready to receive the said Cargo and ten Lawful Weather working days to unlade the said Brigantine to commence from the date of her coming to moorings at the said Island of Madeira, In consideration of which the said James Dunlop hereby engages, binds and obliges himself, his Heirs, Executors, Administrators and assigns, to load the said Brigantine at Alexandria with two thousand Bushells of Wheat, and one thousand Barrels of Flour put along side at the Wharf, and that he will also receive, or cause the same to be received out of her along side, where it is customary to unload at the said Island of Madeira, and that he will pay or cause to be paid unto the said Noah Stoddart, his Heirs, Executors, Administrators or Assigns, one shilling Sterling for every Bushel of Wheat, and five shillings Sterling for every Barrel of Flour which he shall put on Board the said Brigantine at Alexandria in full of primage, Average &c &c. and that on delivery of the Cargo so much Money as may be necessary for the disbursements of the Vessel shall be paid by the consignee of the Cargo, and the Balance in a Bill on some good House in London payable sixty days after sight, also that he or his foresaids shall pay fifty shillings Sterling per day, for every day the said Brigantine shall be detained for the Cargo, over and above the forty running days allowed for loading, and the like sum per day for every day she shall be detained from unloading her whole Cargo at the Port of delivery over the ten lawful Weather working days allowed for that purpose, and that, day by day, as the same shall become due, or allow it with the freight at the option of the said Noah Stoddart or his foresaids, And it is further agreed on by the said Noah Stoddart that the said Brigantine shall sail from Alexandria with the first fair Wind and Weather after receiving on Board the said Two thousand Bushels of Wheat, and one thousand

Barrels