And the said Joseph Chapline in the Custody of the said Sheriff appears in Court here; and thereupon the said Joseph Chapline by Philip Barton Key his Attorney moves and prays the Court here that the said writs of Habere facias Seisinam and Capias ad satisfaciendum and the returns thereof as aforesaid may be quashed; for that the same writs issued forth out of the General Court here after the said Joseph Chapline had obtained and prosecuted out of the high Court of Chancery a certain writ of the State of Maryland directed to the Judges of the General Court here for the correcting of Errors of and upon the Judgment in the same writs mentioned, returnable to the High Court of Appeals of the said State, according to the form of the Act of Assembly in that case made and provided; And the said Joseph Chapline by his said Attorney files in Court here the following Affidavit, to wit:

Philip B. Key makes Oath on the Holy Evangels of almighty God that Joseph Chapline was advised to prosecute a Writ of Error on the Verdict and Judgment given in the General Court at October Term last in favor of Ruhamah Chapline the Counsil for Chapline believing there exists a material defect in said record, and that the Judgment of the General Court in said Court will be reversed — He further deposes that he is advised and believes that the said Writ of Error was sued out for delay — He further deposes that a Writ of Error was sealed and issued in said case, after the Judgment in the General Court and before the sitting of the Court of Appeals in November last to wit on the 5th day of Nov. 1794 and that the Clerk of the Chancery Court sent the said Writ of Error to this deponent, and not to the Office of the General Court, and this deponent by mistake in the hurry of business enclosed said Writ of Error to Joseph Chapline to be delivered to the Sheriff of Washington County, which he believes was done.

Sworn to in Open Court the 18th May 1795. Jno. Gwinn Clk.

Whereupon all and Singular the premises being by the Court here seen, heard and fully understood, and mature deliberation thereupon had, for that it appears to the Court here that the return day of the said Writ for the correcting of Errors of and upon the Judgment aforesaid in form aforesaid by the said Joseph Chapline, had elapsed and expired before

(the)

the same writ was delivered to the General Court here or to any Officer of the same Court; and also before the prosecution & suing forth out of the General Court here the said Writs of Habere facias seisinam & Capias ad satisfaciendum in form aforesaid; and that the said Joseph Chapline did not prosecute with effect the writ for the correcting of Errors aforesaid according to the directions of the Act of Assembly in that case made and provided. — It is therefore considered by the Court here, that the said Joseph Chapline take nothing by his motion and prayer aforesaid, but that the same be overruled: — Thereupon by and with the Consent and agreement of the said Joseph Chapline by his Attorney aforesaid now here given, the said Ruhamah Chapline by her Attorney aforesaid, according to the Act of Assembly in such case made and provided doth elect not to call the said writ of Capias ad satisfaciendum, and doth not call upon the said Sheriff to bring into Court here the body of the said Joseph Chapline pursuant to the Command of the said last mentioned writ, &c.

And the said parties by their Attornies aforesaid enter into and file in Court here certain agreements and terms and which are as follow, to wit:

Ruhamah Chapline against Joseph Chapline	A Judgment and execution in Dower returnable to May Term 1795 in the General Court at Annapolis. It is agreed by the parties that this Execution shall stand

uncalled by consent. That the Defendant shall pay to the Plaintiffs Attorney one thousand Dollars in hand, that the execution shall be then endorsed to be released on the paymt of one hundred and ten pounds Current Money with Interest from the first of May 1795 till paid, and all Costs of Suit. The Plaintiffs agrees to release to the said Defendant all the lands by her recovered in Dower of him as above; and moreover to release to him all her claim of Dower of in and to any lands or other property which he the Defendant holds or is entitled to as devisee of Joseph Chapline her late Husband. The Plaintiff agrees to sign any deed for that purpose and to that effect which shall be reasonably advised or devised by the said Joseph Chapline or his Counsel, provided the same be first presented to John T. Mason her Attorney for his examination; the same to be done at the expence of the said Joseph Chapline. Joseph Chapline agrees that the Judgment of the

(General)