in and across the said Stream of water on the Land adjoining to the aforesaid Land of the said Hampton Hopkins and below the same Land and the said stream of water did then and there stop and obstruct in its Course so that it could not run, descend and fall away as before it was used and accustomed to run, descend and fall away, and him the said Annanias Hudson the same Dam and Bank of Earth and Wood so made and erected as aforesaid, did then maintain keep of and continue and the same to stand and remain in and across the stream of water aforesaid, did unlawfully and voluntarily permit and cause, from the aforesaid first day of December in the year seventeen hundred and eighty three, until the day of the impetration and suing out of the said Original writ by the said Hampton against the said Annanias in this cause; and the aforesaid Hampton Hopkins in fact saith that by reason of the making and erecting the said Dam and Bank of Earth and Wood in and across the stream of water aforesaid and stopping and obstructing the same in its course by the said Annanias as aforesaid and by the maintaining keeping up and continuing and by permitting and causing the same Dam and Bank to stand and remain in and across the stream of water aforesaid, as aforesaid fifty acres of Land of him the said Hampton being part of the aforesaid tract of Land called Hopkins's Point and adjoining to the aforesaid stream of water, on the said first day of December in the year seventeen hundred and eighty three at the County aforesaid were entirely overflowed and covered with water and were drowned and rendered unfit for use and Cultivation and so continued overflowed and covered with water, drowned and unfit for use and cultivation from the aforesaid first Day of December until the day of the impetration and suing out the original writ in this cause whereby the said Hampton Hopkins hath totally lost and been deprived of the whole use, benefit and profit of the said fifty acres of Land so as aforesaid overflowed drowned from the aforesaid first day of December until the aforesaid day of the impetration and suing out the original writ in this cause, to wit at the County aforesaid wherefore the said Hampton Hopkins saith that he is injured and hath sustained damage to the value of One thousand pounds current money of Maryland and therefore he brings suit &c.

Robert Goldsborough ... pledges &c. J. Doe and Rich. Roe.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said Parties and their Attorneys aforesaid, and by order of the Court here thereon, was further continued until the second Tuesday in September then next following.

And now here at this day, to wit, the said second Tuesday in September, one thousand seven hundred and eighty seven, here comes again as well the said Hampton Hopkins by his Attorney aforesaid, as the said Annanias Hudson by his Attorney aforesaid: Whereupon for trying the issue aforesaid it was commanded to the sheriff of the County aforesaid, that he should cause to come here immediately before the Judges aforesaid, twelve &c. who neither &c. to recognize &c. because as well &c.: And thereupon the persons returned of that Jury, whereof mention is above made, being called, certain of them, to wit: Levin Denwood, Robert Wilson, Mathew Pilghman, John Ringgold, Jacob Wright, William Howard, Charles Groome, Henry Downes, John Hennard, John Stevens, John Kean and Alexander Smith. Who being duly elected, tried and sworn; upon which for certain reasons as well to the Judges aforesaid, as to the parties aforesaid appearing the said Alexander Smith one of the Jurors of that Jury within written, from the panel aforesaid is withdrawn, and the rest of the Jurors of that Jury are wholly discharged from giving their verdict of and upon the premises within written &c. Whereupon by consent of the said parties and their Attorneys aforesaid, and by order of the Court here thereon, the matter in Difference between the said parties, was submitted on the following agreement, to wit:

"It is agreed between the parties in this cause and their Council that a Juror shall be withdrawn and Judgment be entered for the Plaintiff for five hundred pounds, to be released on the payment of all the legal costs of suit and also all the legal costs of the three other suits now depending between the aforesaid Plaintiff and Defendant; and also all the drowned Land as laid Down by the Plaintiff, except that part thereof from the red figure 5. to the red figure 11. on the south side of Eagle point as laid down from the black letter H. the second Bounder thereof as laid down by the Plaintiff as drowned Lands be valued by William Purnell (Crofped Neck) William Handy (Indian Town) & Josiah Mitchell Esquire; or any two of them,