shillings current money with legal interest for the same; then the above obligation to be void else to remain in full force and virtue in Law.

James Earle (Seal)
Wm Beck (Seal)

Signed, sealed and delivered in the presence of Jno Sayre Blake

And at this day, to wit The second Tuesday in April Anno Domini Seventeen hundred & ninety two, here came into Court the said James Hindman by William Selgleman his Attorney and the said James Earle in his proper person defended the wrong & injury when &c forth and thereupon the process & upon the Premises between the said Parties were continued until the second Tuesday of September then next. At which said second Tuesday of September in the year Seventeen hundred and ninety two, here came again into Court the Parties afs in form afs, thereupon at the prayer of the said James Hindman by his Attorney afs, it was ruled by the Court here, that the said James Earle should file his plea in answer to the afs Bill of Privilege of him the said James Hindman by the second Tuesday of April then next &c — The same day was also given to the Parties afs then &c —

At which said second Tuesday of April in the year seventeen hundred and ninety three here came again into Court as well the said James Hindman by his said Attorney, as the said James Earle in his proper person, and at the prayer of the said James Hindman by his Attorney afs, it was further ruled that the said James Earle should file his plea afs in answer as afs to the said James Hindman by the second Tuesday in September then next. At which said second Tuesday of September in the year Seventeen hundred and ninety three, here came again into Court, as well the said James Hindman by his Attorney afs, as the said James Earle in his proper person, whereupon on motion of the said James Hindman by his Attorney afs and the said James Earle in proper person it was ruled by the Court here that the matter in difference between the Parties afs, be referred to the arbitrament and final determination of Samuel Sharp, David Herr Esquire and if they should disagree they were empowered to choose a third person and that the Judgment of the Court should be undered on the award of them or any two of them when the same should be made and delivered to the Court here according to the Act of Assembly in such case made and provided, whereupon the process & upon the Premises afs was further continued by the Court here until the second Tuesday of April then next. At which said second Tuesday of April in the year Seventeen hundred and ninety four, here came again into Court the Parties afs in form afs, whereupon the process & upon the premises afs were further continued until the second Tuesday of September then next following.

And now here at this day, to wit, The second Tuesday of September in the year seventeen hundred and ninety four, here come again into Court as well the said James Hindman by his Attorney afs, as the said James Earle in his proper person and the said Samuel Sharp and David Herr the arbitrators afs pursuant to the rule of Court afs come here and produce to the Court their award in the following words, to wit —

"We the Subscribers to whom the within cause was referred having taken the same into Consideration and after hearing the Allegations of both Parties do award and determine that the Defendant shall pay the Plaintiff the sum of eighty seven pounds eleven shills & three pence with legal interest thereon from the 27th day of March 1798. till paid Costs of suit. Given under our hands this 11th day of September 1794.

Samuel Sharp David Herr.

Therefore it is considered by the Court here that the said James Hindman

do recover against the said James Earle as well the sum of One hundred and ninety pounds ten shillings current money, as also the quantity of five hundred and ninety four pounds of Tobacco, as well for his damages sustained by him by the detention of that debt as for his Costs and Charges by him in this behalf expended: Whereupon released on the payment of the sum of eighty seven pounds eleven shillings and three pence with legal interest thereon from the twenty seventh day of March seventeen hundred and eighty nine till paid & Costs of this suit according to the award returned as afs. Unto the said James Hindman with his assent by the Court here adjudged &c And the said James Earle in mercy &c.

Judgment rendered in this Action on the 18th Sept. 1794. Test James Earle jun. Clk.

Moses Walker Admr of Richard Collison against John Durgan.

Be it remembered that heretofore, to wit: on the second Tuesday of September Anno Domini seventeen hundred and ninety one, the Justices of Caroline County Court (by their Clerk) in pursuance of the act of Assembly, in such case made and provided, transmitted to the General Court here the record and proceedings of a plea which was lately depending before them, in the said County Court, between John Durgan Plaintiff and Moses Mather Admr of Richard Collison Deft and wherein the Justices of the same County Court gave Judgment for the said Plaintiff against the said Defendant from which said Judgment the said Defendant prayed an appeal, which was granted &c — Whereupon came here into Court as well the said Moses Mather Admr as afs by Nicholas Hammond his Attorney, as the said John Durgan by Luther Martin and Robert Wright his Attorneys, and thereupon the process & upon the premises afs between the parties afs was continued by the Court here until the second Tuesday of April then next — At which said second Tuesday in April in the year seventeen hundred and ninety two, here came into Court the parties afs, by their Attorneys afs, and the said Moses Mather by his Attorney afs, say, that in the record & proceedings afs and in giving the judgment afs, there is manifest error, in this, to wit, that by the record afs, it appears that the judgment afs in form afs rendered, was given for the said John Durgan against the said Moses Mather Admr afs; whereas by the law of the land the said Judgment ought to have been given for him the said Moses Mather Admr afs, against the said John Durgan. And the said Moses Mather Admr afs, by his Attorney afs, prayes that the Judgment afs, for the errors afs, and other errors in the record & proceedings afs, may be reversed, annulled and held for nothing, and that he may be restored to all things which he hath lost by occasion of the said Judgment, and that the said John Durgan may rejoin &c — And the said John Durgan by his Attorney afs says that there is no error either in the record and proceedings afs, or in the giving of the Judgment aforesaid and prayes that the Court here would examine the record and proceedings afs and the matter afs for error assigned, and that the judgment afs in form afs given may be in all things affirmed &c — Whereupon it was ruled by the Court here that the matter in difference between the parties afs should be argued & fully discussed by their Counsel as well on the part & behalf of the said Moses Mather Administrator afs as on the part & behalf of the said John Durgan, before the Judges of our Court here, on the second Tuesday of September then next following: And thereupon the process & upon the premises afs was continued by the Court here until &c — At which said second Tuesday of September, here came again the Parties afs by their Attorneys afs, whereupon because it appeared that there was manifest error and diminution in the record & proceedings afs transmitted as afs by the Justices of Caroline County