

183

following words to wit: "According to the within decree to us directed we have made sale of the tract of land within mentioned and Lewis Howell became the purchaser for the sum of one hundred and seven dollars and nine cents and have taken his bond for the same payable to the guardian of the complainants and Defts. as within directed Given under our hands this 18th of June 1819 Wm. Lebb. In^o Williams. N. L. Williams." On consideration whereof it is decreed and ordered that the report aforesaid in form aforesaid made be confirmed and the costs equally borne between the parties -

Cato § 7.64

f. p. issued

Richard Warden administrator de bonis non with the will annexed of Benjamin Barrett as Plff
against
Sally Everett Executrix of Senior Everett } In Debt
Defendant

This day came the parties by their attorneys and the defendant relinquishing her former plea whereby the plaintiff against her remaineth altogether undefended Therefore it is considered by the Court that the plaintiff recover of the said defendant the sum of sixteen pounds nine shillings and seven pence with six per centum per annum interest thereon from the 8th day of May 1807 till paid, the debt in the declaration mentioned, and his costs by him in this behalf expended And the said defendant in Mercy §. To be levied of the goods and chattels of the Testator in the hands of the defendant to be administered of so much thereof she hath but if not then the costs aforesaid to be levied of her own proper goods and chattels -

Cato § 9.68

f. p. issued

Charles Fox & Company
against
Samuel Drake } In Case
Plaintiff
Defendant

This day came the plaintiffs by their attorney and thereupon came a Jury to wit Daniel Knight, Levi Deale, Thomas R Bray, Samuel Calvert, Richard H. How, Edwin Dwythe, Francis P Williams or, Jordan Syner, Branch W. Bevil, Jere Alveston, Hinkey Knight, and Matthias Williams who being sworn diligently to enquire of the damages in this suit upon their oath do say that the plaintiffs have sustained damages by occasion of the defendants non performance of the promise and assumption in the declaration mentioned to thirty eight dollars and fifty cents with interest thereon from the 1st day of April 1817 till paid. Therefore it is considered by the Court that the plaintiffs recover of the said defendant the damages aforesaid with the interest aforesaid by the jurors in verdict agreed and their costs by them in this behalf expended. And the said defendant in Mercy §.

Cato § 8.32

f. p. issued

Collin Kitchen administrator of Joshua Kort decedent.
against
Dixon Ferguson } In Debt
Plaintiff
Defendant

This day came the parties by their attorneys and thereupon came a Jury to wit Daniel Knight, Levi Deale, Thomas R Bray, Samuel Calvert, Richard H. How, Edwin Dwythe, Francis P Williams or, Jordan Syner, Branch W. Bevil, Jere Alveston, Hinkey Knight and Matthias Williams who being elected tried and sworn the truth to speak upon the issue joined upon their oath do say that the defendant hath not paid to the plaintiff the debt in the declaration mentioned and that the defendant hath not paid to the plaintiff the costs by occasion of the plaintiff by replying both alleged and they do assess the plaintiffs damages by occasion of the default of the said debt to one cent. Therefore it is considered by the Court that the plaintiff recover of the defendant the sum of one hundred and fifty dollars the debt in the declaration mentioned and his costs by him in this behalf expended and the said defendant in Mercy §. But this judgment may be discharged by the payment of seventy five dollars with interest to be computed thereon after the rate of six per centum per annum from the first day of January 1817 till paid together with the one cent damages and the costs - for f. p. § 27 paid 31st Decem 1816