

and vpon pduceing an Agreem<sup>t</sup> of References of all differ-<sup>Liber A.</sup>ences therein expressed betweene him the said M<sup>r</sup> Hatton and the said Cap<sup>t</sup> Mitchell to the Arbitracōn of M<sup>r</sup> Cuthbert ffenwick and Barnaby Jackson dated the sixt of december last wherein the said parties bound themselues each to the other for performance of such Award as the said Arbitrators should make herein. And vpon pvsall of a certaine paper Writing subscribed by the said Arbitrators dated the tenth of the same moneth and mencōned to bee an Award, The said M<sup>r</sup> Hatton desireing the opinion of the Court whether an Award or not in respect there were no parties named therein nor any thing awarded to bee paid nor noe end put to any difference This Court conceiving, albeit there was some want of forme in the said paper writing Yet that the Arbitrators did really intend the same to bee their finall Award and determinacōn touching the said M<sup>r</sup> Hattons alloweance for the dyeting and entertainem<sup>t</sup> of the said Cap<sup>t</sup> Mitchells servants at his House and the other charges mencōned in an Accompt then brought vnto them by the said M<sup>r</sup> Hatton, And vpon the said Arbitrators oathes taken in Court. That to the best of their consciences without favour or malice they arbitrated the busines in dispute betweene M<sup>r</sup> Hatton and Cap<sup>t</sup> Mitchell as they delivered vnder their hands. And vpon full hearinge What could bee alleadged on both sides This Court doth adiudge and declare the same to bee a finall Award & determinacōn touching the said M<sup>r</sup> Hattons said alloweance mencōned in his said Accompt And that the said Cap<sup>t</sup> Mitchell ought forthwith to pay to the said M<sup>r</sup> Hatton the Two thousand five hundred and seaventy pounds of Tobacco with Caske therein mencōned And that vpon the said Cap<sup>t</sup> Mitchells refusall or delay of paym<sup>t</sup> thereof, the said M<sup>r</sup> Hatton may (if hee thinke fitt) take forth Execucōn for the same According to the reall intencōn (as is conceived by this Court) both of the said Agreem<sup>t</sup> of Reference and Award, And for a firme and full end of all the said differences, this Court doth Order that the said M<sup>r</sup> Hatton being satisfied said Two thousand five hundred and seaventy <sup>p. 394</sup>pounds of Tobacco and Caske noe further advantage shall at any time bee taken by either party vpon the said Agreement of Reference or Bond or any thing therein conteyned.

Execuc inde ad satisfac 21<sup>o</sup> febr.

Thomas Ashbrooke plte }  
Nathaniell Hunt def<sup>t</sup> } The def<sup>t</sup> maketh oath that hee onely had and received of the Com<sup>pl</sup>te two hogsheads of Tobacco weighing six hundred forty and three pounds Nete and noe more

Georg Manners plte }  
Thomas Warr def<sup>t</sup> } The Com<sup>pl</sup>tes suite being for twelue hundred pounds of Tobacco in Caske due by Bill