

Taken in this cause & friously waighing the allegations, p<sup>r</sup> w<sup>ch</sup> could be  
 alledged in either side It being urged on the behalf of the D<sup>r</sup> J<sup>r</sup>  
 Sollars that the Land taken away by the p<sup>r</sup> Richard Smith by y<sup>e</sup> Ejectm<sup>t</sup>  
 and survey afo<sup>r</sup> & y<sup>e</sup> Improvment<sup>t</sup> thereon made was at y<sup>e</sup> beginning of  
 the p<sup>r</sup> Sollars Leas<sup>e</sup> & that the warranty & Bond afo<sup>r</sup> was authorized  
 for y<sup>e</sup> Damages by him thereby sustained & doth therefore think fit  
 & soe ordered adjudge & doord that the p<sup>r</sup> J<sup>r</sup> Sollars one of the D<sup>r</sup>  
 & paid & satisfied by the Compt<sup>r</sup> all such costs & Damages to sover  
 as the p<sup>r</sup> J<sup>r</sup> Sollars hath sustained by the p<sup>r</sup> action of Ejectm<sup>t</sup>  
 & recovery of the Land afo<sup>r</sup> & hath paid to the p<sup>r</sup> Rich<sup>d</sup> Smith for y<sup>e</sup>  
 said Job fare at the p<sup>r</sup> Bond of 22800<sup>l</sup>. will reach to satisfy  
 together w<sup>th</sup> his costs in this suite laid out & expended the said  
 Damages & cost to be by this Court. taken & asisted at y<sup>e</sup> next Court and  
 it is likewise further ordered adjudge & doord that what Damages  
 & costs this Court shall think reasonable for y<sup>e</sup> Compt<sup>r</sup> to pay to y<sup>e</sup> p<sup>r</sup>  
 J<sup>r</sup> Sollars for the suite at y<sup>e</sup> common Law assented by the p<sup>r</sup> Rich<sup>d</sup>  
 Smith afo<sup>r</sup> & p<sup>r</sup> Sollars & by Sollars afo<sup>r</sup> Tamany Compt<sup>r</sup> the p<sup>r</sup> Nich<sup>s</sup>  
 Fountain is to repay & refund to y<sup>e</sup> Compt<sup>r</sup> soe far as y<sup>e</sup> Bond of  
 18000<sup>l</sup> of lod. will reach to satisfy But the costs of this suite by the  
 Compt<sup>r</sup> any wayes paid laid out & expended by the Compt<sup>r</sup> or his is to pay to Sollars  
 the the p<sup>r</sup> Nich<sup>s</sup> Fountain is to pay to y<sup>e</sup> Compt<sup>r</sup> at w<sup>ch</sup> next Court of  
 Chancery being the 24<sup>th</sup> day of Hob<sup>r</sup> 1696. afo<sup>r</sup> the p<sup>r</sup> J<sup>r</sup> Sollars  
 Exhibited to this Court a particular of his Damages & costs afo<sup>r</sup> w<sup>ch</sup> is  
 doo here by app<sup>r</sup> & Tax at 8454<sup>l</sup> of lod & 50<sup>l</sup> sh<sup>l</sup> as by a copy therof  
 herunto annexed may appear w<sup>ch</sup> y<sup>e</sup> p<sup>r</sup> J<sup>r</sup> Tamany is to pay to y<sup>e</sup>  
 J<sup>r</sup> Sollars accordingly And the p<sup>r</sup> J<sup>r</sup> Tamany also producing his bill  
 of costs & the costs & Damages by this Court. ordered to be paid to the p<sup>r</sup> Sollars  
 by the p<sup>r</sup> Compt<sup>r</sup> this Court doth app<sup>r</sup> & tax y<sup>e</sup> said at 23816<sup>l</sup> of lod  
 & by the particular therof herunto also annexed may appear  
 w<sup>ch</sup> y<sup>e</sup> p<sup>r</sup> Nicholas Fountain is also further ordered that the p<sup>r</sup>  
 Nicholas Fountain doo forthwith pay the said to the said Compt<sup>r</sup>  
 John Tamany accordingly.

Hen. Jovels Chan  
 John Freeman Regist<sup>r</sup>

J<sup>r</sup> Tamany p<sup>r</sup>  
 Nich<sup>s</sup> Fountain d<sup>r</sup>

Damages & Costs allowed to y<sup>e</sup> p<sup>r</sup> in the High Court of Chancery  
 in a cause there depending Between the p<sup>r</sup> parties & one J<sup>r</sup> Sollars  
 another D<sup>r</sup> by virtue of a doord of the said Court & Tax do this  
 24<sup>th</sup> day of Hob<sup>r</sup> 1696. viz<sup>t</sup>

To costs at law allowed the p<sup>r</sup> Sollars on an Ejectm<sup>t</sup>  
 brought by Rich<sup>d</sup> Smith afo<sup>r</sup> ab<sup>t</sup> the Land  
 in question & w<sup>ch</sup> the p<sup>r</sup> is ordered to pay him  
 as y<sup>e</sup> particulars

— 584

Carried over

584