

After proved altogether disabled and unfit for service: The said
 Law brought an action at Common law against the Comptroler to recover damages
 for the said Schoone or vessel who therein was Non-suited: whereupon he
 brought his action a second time and the Comptroler did then produce some
 Evidence to the Jury upon the Trial that they brought in a verdict for him and
 the Court gave Judgment thereupon. Notwithstanding all which he the
 Law being rigorously misled and knowing that to Evidence the Comptroler had were
 dead or departed the Province Comptroler his action a third time and
 summariously obtained Judgment against the Comptroler: Whereupon
 he appealed from the Judgment of the said County Court to the Provincial
 Court the Error in Law assigned for the reversing the Judgment of the said
 County Court appearing not to be sufficient for that end and the merit
 of the Cause not being called in question the said Provincial Court did
 Affirm the Judgment of the said County Court: So that at and by the strict rules
 of the Common law the Comptroler was left without any remedy and had no way
 left to set aside the said Judgment and put a stop to paying Cost upon the
 said appeal but by bringing the matter in inquiry before this Hono: Court
 So all which the said Nils Law the Defendant made enforce that but it was a
 Communication was had and moved by and between the Comptroler and Defendant
 of and concerning the selling to hire and hiring of a certain Schoone or
 vessel: called by the name of the five man boat belonging to the Defendant (but
 the time when he could not remember) but did believe that it was on or
 about the time mentioned in the bill: And upon the said Communication
 it was Agreed that the Comptroler should have the said Schoone or vessel at the
 same rate and price of months that the Capt of the Ship who then had
 her Service did give: After the said Defendant discharged her, in order to wth
 the defendant did write to one Anthony Runball in the Comptroler's bill mentioned
 into whose hands the said Schoone or vessel was committed by the Capt above
 named to send home to the Defendant's house containing that if she was dis-
 charged from the Ship he should deliver her to the Comptroler or order: The
 which the said Anthony performed: And as the said Anthony informed the Defnd
 as also upon his Oath in Talbot County Court declared that he did oblige
 the Comptroler by promise that when he had done with her; that then he would
 carry her home to the Defendant's house to deliver her which was in Trade upon
 Creek in Great Choptank river: but that he the Defendant did warrant and
 Oblige the said Schoone to be completely rigged and fitted; or that the Comptroler
 would have her at the rate of five pound of months; utterly denied: But
 the Comptroler was to give the same rate she now went at which was the
 sum of five pound ten shillings of months: And the Defendant

Further