

June Court .... 1737 ..... 79.

Upon Shoud be therein Convicted that then he the said John upon shall pay and satisfy unto the said Mathias Gale the Judgment of the Court thereupon or tender his body in Execution of such Judgment to the prison of the Sher- of the County of there to remain until the same Judgment be fully satisfied or that the said Robert Smith will do the same for him. Whereupon did Wote the same Mathias Gale as the the said John upon present here in Court with his proper persons submitted their dispute in this action according to the form of the Statute unto the award of Thomas Gillis and his award in the premises to be returned to the Justice of the Lord- ship's County Court of Somerset to be held at dividing <sup>each</sup> the third Tuesday August then next following that the same Justice may proceed thereon to Judgment and the same day is given to the parties of the other.

At which day there came again as well the said Mathias Gale by his attorney as the said John upon in his proper person and the said Thomas Gillis at the same day here returned his award in the premises as between the parties as, and for as much as it appears here to the Court that the award by the said Thomas Gillis returned between the parties as, is so Imperfect and insufficient to maintain Judgment thereon, it is said by the Justice here that the said award be void for naught and that the said rule of reference between the parties as be dissolved: and here upon the said Mathias Gale by his attorney as declared against the same John upon in the plea as followeth vid Somerset s<sup>r</sup>: John upon late of Somerset County Esq Carpenter was attached to answer unto Mathias Gale Esq<sup>r</sup>: of a plea of trespass upon the case &c

And whereupon the said Mathias Gale by Geo: Douglas his attorney complains that whereas the said John on the tenth day of March: Anno Dom<sup>o</sup> seventeen and thirty five at the County as<sup>r</sup> and long before <sup>was</sup> and yet is a house Carpenter and whereas also the said John the day and year as<sup>r</sup>: at the County as<sup>r</sup> on consideration that the said Mathias had payed and satisfied to the said John the sum of twenty nine pounds Curr<sup>t</sup> money of Maryland upon himself did assume and to the said Mathias then and there faithfully promise that he the said John the Carpenter would perform and the said house with shingles well substantially and in good workmanlike manner would shingle. Never the less the said John his promise and assumption as<sup>r</sup> in form as<sup>r</sup> made nothing regarding but minding and fraudulently minding the said Mathias in this part craftily and subtilly to deceive and defraud the house of the said Mathias at Whitehaven as<sup>r</sup> did not well substantially and in good workmanlike manner shingle but the same illly unsubstantially and unworkmanlike manner did shingle that the shingling thereof was altogether useless and to the said Mathias prejudicial: wherefore he says he is damaged and hath loss to the value of fifty pounds Curr<sup>t</sup> money of Maryland and there- of he brings suit &c

Witness the hand of John Doe and R. Roe  
and