Esther B. Fabian & John Elliot Admrs of Jonathan Elliot dec^d vs James Ottear & others

It is agreed, that the Decree of the Circuit Court in this cause rendered, be affirmed with costs, on the following terms—

1. The negroes mentioned in the Decree, their issue & increase shall be and are admitted to be the property of the Complainants, the Defendants in Error; but their delivery to the Defendants in error shall be postponed and shall take place on the 1st day of January 1807 at the election of the Defendants, the Plaintiffs in Error, which election shall be made, when the same shall be demanded to be made by the original Complainants, their agent, Solicitor or Attorney—

2. If the election to postpone the delivery be not so made when demanded, the Decree of the Circuit Court as to the negroes shall from that day stand affirmed absolutely and without condition—

3. The Defendants the plaintiffs in error shall allow and pay hire to the Complainants, the Defendants in error, for the said Negroes for and during the year 1805 at and after the rate of sixty dollars p^r annum for each working hand, the account of hire to be settled by the Clerk of the Circuit Court, and to be paid on the 1st March 1807 with Interest from the day of the Decree of the Circuit Court at the rate of 8 p^r Cent. p^r ann:—

4. If the Defendants the Plaintiffs in error should elect as above mentioned to retain the negroes till Janu^y 1st 1807 they shall allow and pay to the complainants the Defendants in error hire for those working negroes for the year 1806, at the same rate, with the like Interest, and to be settled in the same manner, as is mentioned in the next preceding article, and to be paid on the 1st day of March 1808—

5. If they should not elect as above mentioned to retain the negroes, they shall deliver them up to the Complainants, the Defendants in error, immediately after they shall be demanded as aforesaid, and shall allow and immediately pay to the latter hire till the time of such delivery at the same rate, and to be settled in the same manner, as is above provided—

6. If either of the payments mentioned in the three last articles shall not be made at the time herein agreed on, the sum so remaining unpaid shall bear Interest at the rate of 8 p^r cent from the said day of payment—

7. The sum which became due for the hire of the said negroes before the year 1805 according to the principles established in the Decree of the Circuit Court, shall be immediately liquidated by the Clerk of the said Circuit Court, and shall be divided into two equal parts; one of which shall be paid on the 1st March 1807 with interest at the rate of 8 p^r Cent. p^r ann. from the date of the Decree of the Circuit Court till paid; and the other on the 1st March 1808, with like interest from the same time, till paid—

8. The costs in this Court and the Circuit Court, shall be paid immediately—

9. This agreement shall be made a Decree of this Court, and the Complainants, the Defendants in error, shall be entitled to the like remedy for enforcing each and every part of it, as often as such part shall be disobeyed, as may by law be had and used in cases of Decrees of the Circuit Court affirmed by this Court. This Decree to bind its full proportion of assets in hand and future assets as they arise—

March 3^d

William Knox & James Crawford assignees of David M. Randolph vs Lewis Summers & John D. Thomas.

This cause came on to be heard on the Transcript of the Record of Proceedings of the Circuit Court of the District of Columbia for Alexandria County, and was argued by Counsel, on consideration whereof, It is adjudged, ordered and Decreed, that the judgment of the said Circuit Court be and the same is hereby reversed with costs, and that the said cause be remanded to the said Circuit Court for further proceedings, and that the Defendants make further answer to the Declaration of the Plaintiffs—

March 3^d

Marine Insurance Co. of Alexandria & John & James M. Tacker

This cause came on to be heard on the Record of the Circuit Court of the District of Columbia, County of Alexandria, and was argued by Counsel, on consideration whereof, It is adjudged, ordered and Decreed, that the judgment of the said Circuit Court be and the same is hereby affirmed with costs, and damages at the rate of six per centum per annum including Interest—

March 3^d