Received 4th mo. 9th 1802 of Frey & Irvin the sum of fifty pounds in full for one years interest on the within bond for Ann Jones within mentioned. £50 Jerh. Brown

4 m. 12th 1802 Rec.d of Jerh. Brown the above fifty pounds by me. Ann Jones

1 mo. 26th 1803 Rec.d one years interest on the within bond due the first instant £50. Jerh. Brown

Rec.d 2 mo. 5th 1806 of John Frey one hundred pounds for two years interest on the within bond due the 1st of the 4th month last year. £100. Jerh. Brown

Ann Jones departed this life the 12th day 10 mo 1803.

Pennsylvania Set, Be it remembered that on the sixteenth day of September in the year of our Lord one thousand eight hundred and seventeen before me Walter Franklin Esquire President of the courts of Common pleas in the second Judicial District of the State of Pennsylvania personally appeared Philip Gloninger of the Borough of Lancaster in the County of Lancaster one of the subscribing witnesses to the afore written bond or obligation who upon his solemn affirmation according to law did declare and say that he was personally present and did see John Frey and Matthew Irvin therein named, sign seal and as their act and deed deliver the same bond or obligation, and that the name Philip Gloninger subscribed as a witness thereto is of this affirmants own proper hand writing and that he did also see Catharine Gloninger subscribe her name as the other witness thereto, and further this affirmant saith not. Philip Gloninger.

Affirmed and subscribed the day and year aforesaid. Walter Franklin

Whereupon was issued subpoena in the usual form as prayed by the said bill and the Chancellor on motion by the solicitor for the complainants passed the following order in the premises.

Jeremiah Brown & Thomas Rogers, against John Frey & Matthew Irvin,

In Chancery January 11th 1819.

The object of this Bill is to obtain a Decree for a foreclosure of the mortgage and sale of the premises mentioned. The bill states that on the seventh day of January in the year eighteen hundred and two the defendants executed to complainants a deed of mortgage and thereby conveyed to them sundry tracts of land named and described in said mortgage and situate in Cecil County, That the money secured to be paid by said mortgage or the greater part of it is unsatisfied altho the same has been some time due. The bill further states that the said Matthew Irvin does not reside in Maryland. It is thereupon this 11th day of January in the year eighteen hundred and nineteen on motion of the complainants adjudged ordered and decreed that the complainants by causing this order to be inserted in the American of Baltimore at least once in each of three weeks before the 11th day of February next give notice to the said Matthew Irvin to be and appear in this court on or before the 11th day of June next, to show

cause if any he has wherefore a decree should not be passed as it is prayed. Wm. Kitty, Clk.

And afterwards to wit on the eighth day of March in the year of our Lord one thousand eight hundred and nineteen came the defendant John Frey and by Jeremiah Condon Esquire his solicitor appeared to the said bill and filed his answer thereto in the following words.

The answer of John Frey to the bill of complaint of Jeremiah Brown and Thomas Rogers against him exhibited in the High Court of Chancery. This defendant now and at all times saving and reserving to himself all and all manner of benefit of exception to the manifold uncertainties inconsistences and untruths in the said bill contained for answer thereto nevertheless, or to so much thereof as this defendant is advised is material for him to make answer unto, he answers and saith, that he will not deny that he and a certain Matthew Irvin named in said bill did pass to the complainants the obligations in said bill expressed, and that four of said obligations have been duly paid, as also expressed in said Bill. That a mortgage was also given upon the lands stated in said Bill to secure the payment of the said obligations as alledged but this defendant states expressly that he and the aforesaid Matthew Irvin in the first place purchased the lands aforesaid from the complainants for the sum of five thousand pounds current money of Maryland, and that they paid one thousand pounds in Cash, and gave the aforesaid bonds for the balance and that a deed of bargain and sale was duly executed acknowledged and recorded from the complainants to this defendant, and the said M. Irvin for the premises and that afterwards they gave the aforesaid mortgage as stated in the Bill upon the lands so bought as aforesaid. And this defendant further saith that at the time of taking the conveyance from the complainants, doubts were entertained respecting the title of the complainants to said lands or part of them, and to quiet this defendant and the said Matthew Irvin upon this subject the complainants or one of them gave to this defendant and the said M. Irvin a bond of indemnity which was left in the hands of a friend for safe keeping as this defendant hopes he will be able to prove and this defendant further states that the complainant instituted their actions at law in Cecil County Court upon the aforesaid bonds to April Term 1817 and that afterwards and whilst said suits were depending in said Court to wit, On the fifth day of January 1818 the complainants and this defendant & M. Irvin entered into an agreement that for the purpose of settling all matters in dispute between them and in order that all equitable claims should be properly considered and duly allowed they would have a judgment entered at the ensuing April Court for the penalty of the bonds & costs to be released upon the payment of such sum as a certain John Neff, John Hinsey and James Janney should ascertain to be due, and stay of execution should be allowed for one year from the said first day of April and that in pursuance of said agreement the Judgment was entered as expressed at the said Court in April 1818 and that afterwards on or about the thirtieth day of September 1818 the said arbitrators met and after hear-