that is to pay upon the fourteenth day of of September in the year one thousand seven hundred and eighty six at I. Furnace at the County of Frederick aforesaid he the said Joshua did deliver to the said James Johnson and Company eighty one thousand and sixty six Bushels of good and Merchantable Coal for which Coal the said Joshua by virtue of the said agreement was entitled to have and receive from the said James Johnson the sum of ten shillings and six pence for each hundred Bushells of good Merchantable Coal so delivered in manner aforesaid to the said James Johnson and Company amounting in the whole to the sum of Four hundred and twenty five pounds eight shillings and four pence Current Money of Maryland, and the said Joshua in fact doth aver that the said James or any of his Copartners hath not paid to him the said Joshua the sum of ten shillings and six for each hundred bushells of good Merchantable Coal by him the said Joshua to them the said James Johnson and Company so delivered in manner aforesaid ---- amounting in the whole to the sum of four hundred and twenty five pounds eight shillings and six pence Current Money of Maryland & any part thereof; and this he is ready to verify; and the said Joshua further saith that after making the writing aforesaid and before the impetration of the original Writ of him the said Joshua in this cause impetrated they the said James Johnson and Company did deliver to him the said Joshua only One thousand four hundred and twenty eight and a half Cords of Merchantable Wood according to the true intent and meaning of the same writing aforesaid and that he the said Joshua did deliver to them the said Jams Johnson and Company a large quantity of good Merchantable Coal more than One hundred Bushells of good Merchantable Coal for every two and a quarter Cords of Wood so as aforesaid to him delivered amounting in the whole to the quantity of eighty one thousand and sixty six bushells of good Merchantable Coal that is to say upon the fourteenth day of September in the year One thousand seven hundred and eighty six, at I Furnace at the County of Frederick aforesaid, whereby the said Joshua became entitled to have and receive of the said James Johnson the further sum of forty seven pounds fifteen shillings Current Money of Maryland for over yield of Coals according to the true intent and meaning of the said writing that is to say at the time at the time and place aforesaid, And the said Joshua doth in fact aver that the said James or any of his copartners hath not paid to him the said Joshua the said last mentioned sum of forty seven pounds fifteen shillings for over yield of Coals as aforesaid; and this he is ready to verify, wherefore he prays Judgment and his damages by him in this behalf sustained by reason of the aforesaid breaches of Covenant to him to be adjudged and so forth.

And the said Joshua says that he by any thing by the said James in his second plea alledged from having and maintaing his action aforesaid ought not to be precluded; because he says that after making the writing aforesaid and before the Impetration of the original writ of him the said Joshua in this cause impetrated, that is to say, upon the fourteenth day of September in the year One thousand seven hundred and eighty six at I. Furnace at the County of Frederick aforesaid he the said Joshua did deliver to the said James Johnson and Company a large quantity of good Merchantable Coal that is to say eighty one thousand and sixty six Bushels of good Merchantable Coal according to the form and effect of the said writing and this he prays may be enquired of by the Country, and the said James doth the same, therefore and so forth.

And the said Joshua as to the third plea of him the said James saith that he by any thing therein from having and maintaining his action aforesaid against him ought not to be precluded because he

saith

saith that he the said Joshua did deliver to them the said James Johnson and Company a large quantity of good Merchantable Coal (more than two thousand bushells of Merchantable Coal) that is to say eighty one thousand and sixty six bushells of Merchantable Coal in pursuance of the agreement aforesaid that is to say upon the fourteenth day of September in the year one thousand seven hundred and eighty six at I Furnace in the County of Frederick aforesaid; and that he the said James or any of his Copartners did not pay to him the said Joshua the sum of ten shillings and six pence for every hundred bushels of good Merchantable Coal so delivered to the James Johnson and Company in manner aforesaid and this the said Joshua prays may be enquired of by the County and the said James doth the same therefore and so forth.

And the said Joshua as to the fourth plea of him the said James by him above pleaded says, that the plea aforesaid in manner and form as the same is above pleaded and the matters therein contained are not sufficient in Law for the said James to bar the said Joshua from having or maintaining his action aforesaid thereof against the said James, and that the said Joshua is not under any necessity nor is he bound by the Law of the Land in any manner to answer thereto; and this he is ready to verify; wherefore for want of a sufficient plea in this behalf he the said Joshua prays Judgment and his damages by reason of the premises to him to be adjudged, and so forth.

And whereupon the said James by his said Attorneys prays leave of the Court here to imparle until the second Tuesday of May next and to him it is granted the same day is given to the aforesaid Joshua Hicks also.

At which said second Tuesday of May being the fourteenth day of the same Month in the year of our Lord Seventeen hundred and ninety three comes again into the General Court here as well the said Joshua by his Attorney aforesaid as the said James by his attorneys aforesaid. Thereupon further process of and upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attornies aforesaid, and by order of the Court here thereon, is further continued until the second Tuesday of October next.

At which said second Tuesday of October being the eighth day of the same Month in the year of our Lord One thousand seven hundred and ninety three, comes again into the General Court here as well the aforesaid Joshuah by his Attorney aforesaid, as the said James by his Attorneys aforesaid; Whereupon this cause standing ready for trial, the parties aforesaid by their attornies aforesaid, move the court here that the whole matter in the premises between them in variance may be referred, according to the act of Assembly in such case made and provided, to persons indifferent between the said parties, to be appointed by the Court here, with the consent of the said parties, to adjust the same; whereupon by consent of the said parties by their attornies aforesaid, it is ruled by the Court here that the whole matter in variance between the said parties be referred to Peter Kemp, Richard Davis and Adam Crawmer and that the said arbitrators have power to examine evidences on oath, and that the said arbitrators or any two of them, when the whole matter concerning the premises between the said parties in variance being fairly adjusted have their award in writing, under their hands and seals before the Court here, with

all