injury when &c. saith, And prayed Liberty of imparling, until the second Tuesday of April then next ensuing, and it was granted unto him; The same day was also given to the said Sulivane, then &c. At which said second Tuesday of April, in the year One thousand seven hundred & ninety five, [illegible] came again into Court, the Parties aforesaid, by their Attorneys aforesaid, And thereupon at the prayer of the said James Sullivane by his Attorneys aforesaid it was Ruled by the Court, that the said William S. Bond, should file his plea & answer to the Declaration aforesaid of the said James Sullivane, by the second Tuesday of September then next following, or that Judgment should be rendered by default thereof on that day against him the said Bond for the said Sulivane; The same day was also given to the Parties aforesaid then &c. Afterwards to wit, on the tenth day of July in the year last aforesaid the said William S. Bond, by Thomas James Bullitt his Attorney, filed his plea in Compliance with the above mentioned Rule in answer to the Declaration aforesaid, which ensues in manner & form following, to wit.

"William Shoddert Bond, Cov.t Nav. &c. And the same Bond by Thomas James Bullitt his Attorney, comes & defends the force & injury when &c. & says an Hearing of the Articles of Agreement aforesaid in the Declaration aforesaid mentioned, which are read to him in these words & figures following, to wit: (Here insert the Articles of Agreement) Which being read & heard the same Bond says, that the same Sulivane his Action aforesaid thereof against him to have or maintain ought not, because he says, that after the making & executing the Articles of Agreement aforesaid, & after the said Twenty fifth day of February in the said Articles of Agreement mentioned & before the impetration of the Original Writ in this Cause, to wit, on the eighth day of June in the year of our Lord seventeen hundred and ninety two, at the County of Talbot, certain disputes & controversies were subsisting between the said Bond & the said Sulivane of & concerning the said Articles of Agreement & divers other Covenants, Contracts Agreements, undertakings, Accounts & other Causes in which the said Bond & the said Sulivane were mutually interested & concerned; & thereupon in order to settle & adjust the said differences & controversies in the most Amicable & just manner & finally to determine the same, & every difference of what nature soever between the said Bond & the said Sulivane, it was then & there mutually agreed by & between the said Bond & the said Sulivane, that Cross Actions should be brought & mutually instituted against each other in the first County Court of Talbot County, which should happen thereafter, on a certain contract & agreement then & there referred to by the said Bond & the said Sulivane in that agreement aforesaid, & that upon filing the Writs in such Cross Actions, Robert Dennis, Joseph Daffin & Alexander Douglass should by a rule of the said County Court be appointed referees to settle & arbitrate every difference of what nature soever subsisting between the said Bond & the said Sulivane & to determine what sum or sums of money should be due to either of the one from the other, and that the judgment of the said County Court should be rendered upon the Award of the said Referees when the same should be returned, & that the same should

be recorded in the said County Court, according to the Act of Assembly in such case made & provided; And it was then & there further agreed, by & between the said Bond & the said Sulivane that any Claims which the said Bond should then have from assigned bonds, should be included in the said reference & be allowed in Bar of any of the said Sulivane's claims, provided the said Assignments had been made before the said reference. And the said Bond doth aver that in pursuance of the said Agreement & in order to settle & adjust the said differences disputes & controversies & all matters & claims herein before mentioned in the most Amicable & just manner the said Bond & the said Sulivane afterwards to wit, at a County Court of the State of Maryland held for Talbot County aforesaid, at Easton, to wit, at Talbot County aforesaid on the second Monday in June in the year aforesaid of our Lord seventeen hundred ninety & two, being the first County Court of Talbot County, which happened after the said Agreement to refer as aforesaid, did bring & mutually institute Cross Actions against each other in the same County Court upon the Contract & agreement before referred to by the said Bond & Sulivane & proper Writs were then & there filed in the said County Court in the said Cross Actions to which the said Bond & the said Sulivane appeared severally by their respective attorneys therein, & that the said Robert Dennis, Joseph Daffin, & Alexander Douglass were then & there by a rule of the said Court of Talbot County appointed Referees in the said Respective Actions to settle & Arbitrate the said disputes & controversies & all the differences, Matters & Claims aforesaid & to determine what sum or sums of money might be due to either of the one from the other; & that it was then & there made part of the said Rule that the Judgment of the said County Court should be rendered upon the award of the said Referees, when the same should be returned agreeably to the Act of Assembly aforesaid. And the said Bond doth further aver that the said Robert Dennis, Joseph Daffin & Alexander Douglass afterwards to wit on the first day of July in the year of our Lord Seventeen hundred Ninety two, at Talbot County aforesaid had notice of their appointment & election as referees in the respective Actions aforesaid & were then & there requested as well by the same Bond as the said Sulivane, to take upon themselves the burthen of the said Award & to proceed to settle & adjust the disputes, controversies & matters aforesaid according to the terms & intention of the agreement to refer & the reference aforesaid; but the said Joseph Daffin did then & there refuse & deny to take upon himself the burthen of the said award or to act in any manner in the premises; Whereupon & with intent still to settle & adjust the said disputes & controversies & all the matters & claims aforesaid & finally to determine the same afterwards, to wit, on the day & year last aforesaid, at Talbot County aforesaid it was proposed then & there mutually agreed by & between the said Bond & the said Sulivane that the said disputes & controversies & all & singular the differences, matters & claims aforesaid should be submitted & referred to the award final end & determination of the said Robert Dennis & Alexander Douglass & that they the said Bond & the said Sulivane should mutually & respectively abide by, obey & perform such award & determination as the said Robert Dennis & Alexander Douglass should make & order of & Concerning the premises; And the said Bond doth aver that in