day was given to the said Peregrin Freeland then &c — At which said second Tuesday of April seventeen hundred and ninety five, comes again into the General Court here the parties ap by their attorneys ap, and the same Moolman Gibson by his attorney Thomas James Bullitt his attorney comes and defends the force and injury when &c and prays an hearing of the writing obligatory ap and its read to him in these words following towit — Know all men by these presents that I Moolman Gibson of Talbot County in the State of Maryland am held and firmly bound unto Peregrin Freeland of Calvert County and State ap in the full and just sum of Six hundred pounds current money of Maryland, to be paid to the said Peregrin Freeland his Heirs Executors & Administrators or Assigns. For which payment well and truly to be made and done I bind myself my Heirs Executors & Administrators firmly by these presents. Sealed with my Seal and dated this sixth day of November one thousand seven hundred and eighty five. He also prays an hearing of the Condition of the said writing obligatory and its therein read to him in these words following towit — The Condition of the above Obligation is such that if the above bound Moolman Gibson do and shall well and truly pay or cause to be paid to Peregrin Freeland his Heirs Executors Administrators or assigns the full and just sum of Three hundred pounds current money of Maryland with legal Interest for the same then the above obligation to be void and none effect else to stand and remain in full force and virtue in law. Which being severally read and heard the same Moolman says that the said Peregrin his action ap thereof against him to have or maintain ought not because the same Moolman says that after the execution of the said writing obligatory and before the impetration of the original writ in this cause towit on the day of in the year of our Lord one thousand seven hundred and at the County ap he the said Moolman paid to the said Peregrin the said principal sum of Three hundred pounds current money in the said Condition mentioned together with all the Interest then due thereon, and this the said Moolman is ready to verify; whereupon he prays Judgment if the said Peregrin his action ap thereof against him to have or maintain ought &c — Thos J Bullitt for Deft

And the ap Freeland by Luther Martin his Attorney comes and saith that by any thing by the said Gibson in his said plea pleaded he the said Freeland ought not to be precluded from having and maintaining his action ap thereof against the said Gibson, because he saith that the said Gibson did not pay the ap sum of money and the Interest thereon in manner and form as he the said Gibson in his plea ap hath alleged, and this he prays may be inquired of by the Country and the said Gibson doth in like manner &c — L Martin for plff

Therefore to try the issue ap let a Jury thereupon appear before the Court here on the second Tuesday of September next by whom &c who neither &c to recognize

&c because as well &c; the same day was given to the said parties then &c — At which said second Tuesday in September seventeen hundred and ninety five, comes again into the General Court the parties ap by their attorneys ap: Thereupon further process of and upon the premises ap between the parties ap by consent of the said parties and their attorneys ap by order of the Court here thereon is continued until the second Tuesday in April next — At which said second Tuesday in April seventeen hundred and ninety six, comes again into the General Court here the parties ap by their Attorneys ap; and the said Peregrin Freeland by his attorney ap offers himself ready for Trial in the plea ap; thereupon the said Moolman Gibson by his said attorney suggests to the Court here that he cannot proceed safely to the trial of this cause now here because &c — Thereupon further process of and upon the premises between the parties ap, by consent of the said parties and their attorneys ap by order of the Court here thereon, and also upon the Defendants paying the Costs of this Term was continued until the second Tuesday in September next — At which said second Tuesday in September seventeen hundred and ninety six, comes again into the General Court here the parties ap by their attorneys ap, thereupon further process of and upon the premises between the parties ap, one affidavit of the said Moolman that a certain Edward Reynolds of Calvert County a material witness in this cause was really wanting and that he had used his reasonable endeavors for procuring the same, and by order of the Court here thereon is continued until the second Tuesday in April next — At which said second Tuesday in April seventeen hundred and ninety seven, comes again into the General Court here the parties ap by their attorneys ap whereupon on motion of the said parties by their attorneys ap it is held by the Court here, that the whole matter in variance between the said parties be Referred to John Grimes & Samuel H. Howard, and in case they disagree they are empowered to choose a third person, and that the said Arbitrators have power to examine witnesses, 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 convenient speed, and that Judgment of the Court be entered according to such award and be final between the said parties, thereupon day is given to the parties ap, by the Court here until the second Tuesday in September next — At which said second Tuesday in September seventeen hundred and ninety seven comes again into the General Court here the parties ap by their attorneys ap; thereupon further process of and upon the premises ap between the said parties was continued under reference until the second Tuesday in April next — At which said second Tuesday in April seventeen hundred and ninety eight comes again into the General Court here the said Peregrin Freeland by his attorney ap, and suggests to the Court here that after the last continuance of the plea ap, and before this time, towit, on the day of at the County ap, the said Moolman departed this life and the same is not denied. Thereupon