

*each other concerning the said claim or action; from the time of the death of the said Nathan Tyson until after the 10th of October, 1821, when the distribution was made of the personal estate of the said Nathan Tyson as aforesaid; and these defendants further say, that the said John Price continued to live and reside in the said City of Baltimore, until after the said distribution was made; and did not depart this life as these defendants are informed and believe, until the 14th of October, 1821. **395**

The defendant Mary answering for herself, admits, that she as the widow of her intestate, was entitled to one-third of the surplus of his personal estate, and alleges, that after paying off all the just claims exhibited to the administrators; she had retained her distributive share, and further that she knew, in the life-time of her husband, early in the year 1815, that an agreement was about to be made between the said Nathan Tyson and John Price, relating to the freight of a quantity of flour of said Tyson's, which was to be transported in a vessel of said Price from Baltimore to some island of the West Indies; and then she adds, that being present at a conversation between the said Tyson and Price on that subject; Price observed, that he considered it to be only reasonable and just, that the freight should be reduced to a peace rate, if it should be known before the vessel which was to carry the flour sailed from Baltimore, that peace was made between the United States and Great Britain; and that he was willing such a condition should be inserted in the contract for the freight of the flour to be transported; and the said Price and Tyson in that conversation, entirely agreed in the opinion expressed by them in regard to the reduction of the rate of freight in the event of peace being known in Baltimore to have been made before the sailing of Price's vessel; and it was then, as she understood, agreed between them, that it should form a part or condition of their agreement for freight.

The defendant Mary further answering, admits, that she learned from her intestate, that, in consequence of a dispute, the plaintiff's intestate had brought suit against her intestate for the whole or some part of the freight of the flour; that she did know, that the dispute had been referred to arbitration, but did not know, that it was not settled; and then adds, that the impression made upon her mind by the knowledge, that such reference had been made, as well as from the fact, that she heard nothing on the subject afterwards, was that an end had been put to the suit as well as to the dispute.

* The defendant Isaac admits, that his intestate was his brother; and that he did know, in the life-time of his intestate, that he had a dispute with the plaintiff's intestate in relation to a claim for freight which he heard and believed had been re- **396**