

and did on the 19th day of January, A. D. 1869 enter into Agreement under to that effect, and this Defendant charges that said Defendant and Plaintiff through said Ezra M Thomas as his said Attorney as aforesaid forthwith submitted all their respective claims on said said subject matter of dispute to said Andrew Keeler and Abraham Kemp who on said 19th day of January, A. D. 1869 allowed said Defendant \$90. as the value of Articles claimed by him of Plaintiff which settlement was accepted by said Defendant and said Ezra M Thomas Attorney as aforesaid and which sum computed with the value of the property of Plaintiff in possession of Defendant and the amounts already paid by Defendant in part of said Cash installment of Five hundred dollars left a balance due Plaintiff on said installment of One hundred and fifty dollars, a copy of which Agreement of reference and the finding thereon is herewith Exhibited as part of this Application as "Exhibit A" the Original of which is now in the hands of said Arbitrator ready to be produced at the trial of this cause, that in pursuance of said adjustment the said Defendant did execute his promissory note to said Ezra M Thomas on said 19th day of January, A. D. 1869 in full of the balance due to Plaintiff on the said installment of Five hundred dollars due Plaintiff under said Original Agreement set forth in said Exhibit A. He for the said sum of One hundred and fifty dollars payable with interest after date 60 days after date and the same was accepted in full of the same, that said Defendant not paying the same at maturity said Ezra M Thomas on the 4th day of May A. D. 1869 instituted suit in the Circuit Court for Frederick County and after the filing of Plaintiffs Original Bill in this Cause to wit: on the 20th day of Sept. A. D. 1869 did obtain judgment for the same by default against said Defendant all which will appear from a duly certified copy of said Note and judgment thereon herewith filed as Exhibit E. M. T. Without that, that there is any other matter or thing in the said Defendants ^{said} answer contained material or effectual for this Plaintiff to reply to, and not herein and hereby well and sufficiently replied unto confessed and avoided denied or traversed is true all which matters and things save and except as aforesaid, this Plaintiff is ready to aver and prove as this Court shall award and pray as in and by his said Bill of Complaint he hath prayed.

And as in duty ye.

Jno. Ritchie
Solicitor for Complainant.

Commissioner
to take
Testimony,

Maryland set:

The State of Maryland to Francis Brangle and John E. P. Wood Esqs. of Frederick County Greeting. Be it known that you are appointed Commissioners to examine evidences in a cause depending in the Circuit Court for Frederick County as a Court of Equity between Edwin Johnson Complainant and Thomas Johnson Defendant, you are therefore required having first taken the Oath hereunto annexed and also administered the annexed Oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to come before you all such evidences