ferred to arbitration; and then adds, that he was fully under the impression, that it had been finally settled or abandoned.

The defendant Moses answering for himself, says, that he supposes from his intimacy with his intestate during his life-time, that he was acquainted with the existence of a dispute between him and the plaintiff's intestate, but he has no particular recollection of it; that he has no recollection of the reference of any dispute between them to arbitration; and then he adds, that if he had any knowledge of such dispute or reference, his belief now is, that he considered it to have been finally settled in the life-time of said Tyson.

The defendants severally deny that they made or caused any inquiries to be made in relation to the claim of the plaintiff's intestate until after the 10th of October, 1821, when the distribution of the surplus of their intestate's estate was made; and they aver, that they did not, prior to that time, employ any one to inquire into the situation of the plaintiff's suit. And to the whole of what these defendants had said, by way of a joint and several answer, they added, that from the time of granting letters of administration to them on the personal estate of the said Nathan Tyson, until and after the time of making distribution of the said personal estate herein before mentioned, they had no notice, information, intimation, or recollection, that any action was pending in Harford County Court, or elsewhere, against the said Nathan Tyson, or against these defendants as the administrators of his estate, at the suit of the said John Price or of the complainants.

Immediately after this answer was filed the plaintiff put in his exceptions to it, alleging, that all those various matters which the defendants had impertinently introduced into their answer, in addition to what he conceived were expressly called for by the bill, were foreign from his inquiries, as well as the account exhibited with the answer as a part of it; all of which he therefore prayed might be expunged as being wholly irrelevant and impertinent. And the plaintiff also objected, that what the defendant Mary had said in relation to the agreement about the freight, was inadmissible and improper; because the contract between the said Price and Tyson for the freight of the said vessel, being in writing, and

397 * containing no such stipulation as the one referred to in said answer, a fact well known to the said defendants.

BLAND, C., 11th July, 1831.—Ordered, that the foregoing exceptions stand for hearing on the 22d day of the present month; provided, that a copy of this order, together with a copy of the said exceptions, be served on the said defendants or their solicitor on or before the 15th instant.

Copies having been served as required by this order, the case was again brought before the Court.