

Court of Chancery, from the difficulty it finds in dealing with the subject in dispute without great loss or total ruin, has earnestly recommended and insisted upon the parties, submitting the matter in controversy to arbitration, according to the terms of their previous express agreement. (q)

As in contracts, an absolute unqualified covenant not to sue for the recovery of an existing demand, amounts to a release of the

The executors put in a joint and separate answer, in which they made some statements as to the assets which had come to their hands; denied having any concern with the conveyance to their co-defendants, and declared that they were ready to account, &c. This answer was sworn to by each of these defendants, before one of the justices of the provincial court.

The defendants Cummings and Snowden, put in their joint and separate answer, in which they averred, that the conveyance to them had been made *bona fide*, for the purpose of indemnifying them against their liability as sureties in an administration bond given by the said William Peele, and that on being indemnified, they were willing to deliver up the property which had been so conveyed to them, &c. This answer was sworn to by the defendant Cummings, on the 16th of February, 1750. And it was affirmed to by Richard Snowden, the other defendant, being one of the people called Quakers, on the 25th of February, 1750,' before the same justice of the peace.

May, 1752, SHARPE, Chancellor.—Ordered, that this cause be entered abated, as far as it relates to William Cummings, one of the defendants mentioned in the bill of complaint.

The case having been continued from time to time, was again brought before the court.

February, 1753.—SHARPE, Chancellor.—Ordered, in presence of the counsel on both sides, that this cause be referred to Henry Hall, Bryan Philpot, Charles Graham and Robert Swan, or any three of them, and that their award be a decree of this court.

After which, on the 26th of September, 1753, the referrees made a report as follows: 'We, the subscribers, by virtue of an order of the Court of Chancery to arbitrate and determine a suit depending in said court between Jeremiah Gardner, &c. complainants, and James Dick, &c. respondents, do award, order and adjudge, that the said James Dick, James Mowatt, James Nicholson, and Richard Snowden, do pay, or cause to be paid to the said Gardener and Legg, or to Samuel Galloway their attorney in fact, for their use, the sum of £256 6s. 2d. sterling, out of the effects of William Peele aforesaid, in the hands of his executors James Dick, James Mowat, and James Nicholson, being the full balance of accounts due from Samuel Peele and William Peele, deceased, to John Peele, together with the legal costs arising in said suit.' Whereupon it was prayed, that the said report might stand confirmed.

30th October, 1753.—SHARPE, Chancellor.—Decreed, that the said report and all the matters and things therein contained, do stand ratified and confirmed, by the order, authority, and decree of this court, to be observed and performed by all parties according to the tenor and true meaning thereof.—*Chancery Proceedings, lib. J. R. No. 5, fol. 1057, 1075.*

(q) Waters v. Taylor, 15 Ves. 10.