

of the promise by the said out of the Mortgage promised or for the said
 Defto Interest and forbearance of the Tobacco by him lent and out
 paid and expended for the Comp^{ts} or should appear to be any
 way due from the said Comp^{ts} to the said Defto. and the said
 Referee were to be bound with a Commission. Not only to take the
 Answer of the said Defto to the said bill, but were to examine first
 the Witness and should be produced before them by either party
 Upon such Questions or Interrogatories as should be proposed before
 them or to the said Referee should be found fit and convenient
 for the better clearing and Discovery of the truth of the promise
 and clearing the account in question, that thereupon the said
 Referee having perused the said Comp^{ts} bill and Defto answer
 the Examination of the Witness before them taken, and upon
 the face of the said Comp^{ts} and Defto account, and writings
 Copies Evidence before them produced by either party, and upon due
 Consideration of the same and upon hearing the Allegations on either side
 the said Referee might do therein what to him in Justice and
 Conscience should seem Meet, And if it should appear, that the
 said Defto should be any way indebted to the said Comp^{ts} upon the
 account as aforesaid. Then the said Defto was hereby Ordered and
 Directed to pay the same to the said Comp^{ts} by first day or time as the said
 Referee should in their Discretion think fit and convenient, and
 Deliver up unto him all such Deeds Writings bills Bonds & accounts as
 to the said Referee should seem Expedient, and to give the said
 Comp^{ts} full Release and Discharge off and from the said Mortgage
 Accounts debts and demands betwixt them and the said Referee
 should adjudge Meet full, and if it should appear that the said
 Comp^{ts} was indebted to the said Defto upon the account aforesaid, then
 the said Comp^{ts} was likewise hereby further ordered and Directed to
 pay the same to the said Defto by a time by the said Referee to be
 limited and appointed, and if the said Comp^{ts} should pay the same
 by such time by them to be limited. Then the said Defto was
 hereby Directed to deliver up unto the said Comp^{ts} all the said Deeds of
 Mortgage and other the Writings in the said Billings mentioned

(according