

when *vs* and prayeth Leave thereof to Imparls here untill next Court to be held at dividing the third Tuesday of March then next following and he hath *and* the same day is given to the *vs* John here also *vs* . . . . .

Att which day here came againe as well the *vs* John Wildman as the *vs* Archibald Mc Neal by their attorney *vs* and Whereupon the said Archibald Mc Neal prays further Leave thereof to Imparls here untill next Court to be held at dividing freek the third Tuesday of June then next following and he hath *and* the same day is given to the *vs* John here also *vs* . . . . .

Att which day here came againe as well the *vs* John Wildman as the *vs* Archibald Mc Neal by their attorney *vs* and Whereupon the said Archibald Mc Neal as before defends the force and Injury when *vs* and says that he did not assume upon himself in manner and form as the said John above against him hath complained and of this he puts himself on the Country . and the *vs* John in like manner . . . . .

And the said Archibald by Leave of the Court here and according to the form of the statute in that case lately made and provided further says that the said John Wildman his action *vs* against him to have and maintain ought not because he says that the said *vs* after the promise and assumption *vs* in the declaration *vs* supposed to be made and before the Impetration of the original writ of him the said John to wit *vs* on the Eleventh day of September Anno Domini MDCCXI at the County of Somerset the

said John and the said Archibald accounted together for all sums of money due from the said Archibald to the John or from the said John to the said Archibald and of all other matters and things chargeable in account preceding that time and on that account the said John was found in arrears towards the said Archibald in the sum of four pounds eighteen shillings and one penny Curr: money of Maryland and which sum of money last *vs* the said John then and there promised to pay to the said Archibald in full of all matters chargeable in account between the said John and Archibald before the time of accounting *vs* and this he is ready to verify Whereupon he prays Judgment if the said John his action *vs* against him to have and maintain ought . . . . .

And the said Archibald by Leave of the Court here and according to the form of the statute in that case lately made and provided further says that the said John his action *vs* against the said Archibald to have and maintain ought not because he says that after the promise and assumption *vs* in the declaration *vs* supposed to be made and before the Impetration of the

original writ of him the said John to wit on the *vs* day of September Anno Domini MDCCXI at the County *vs* the said John and the said Archibald did mutually submit all matters of account which either had against the other before that date to the settlement and arbitrament of James Martin Esq: which said James afterwards to wit on the day and year *vs* at the County *vs* took upon him the burden of settling and arbitrating the premises between the said John and the said Archibald and the said Archibald in fact says that the said James Martin on a full hearing of the said Parties their allegations and evidences did on the day and year last *vs* at the County *vs* award that there was due from the said John to the said Archibald the sum of four pounds eighteen shillings and one penny Curr: money of Maryland and that is