as the said Mathias Vandebder shipped on board the Bonaventure for Pensylvania
to the value of one hundred and sixty three pounds sterling money
in the said and that of the same of the said Mary shall begin to become
more than the same of one hundred and ten pounds the money aforesaid
shall the said Mathias Vandebder to remit the said sum of the said
for the said and the said John Stall to remit the said and delivery the said
that Mary is still bound of all time time and sums of money as the said
of the said shall amount more than the said sum of one hundred
pounds lawful money of Great Britain and the said Mary shall be bound
under and bound that all the said sums and profits shall be paid
or cause to be taken off and discharged the making and finishing of this present
obligation and that the said shall and wholly pay and discharge the
said Mathias Vandebder to remain and all his the said Consideration
to one of the said hundred pounds the said three hundred fifty two
pounds sixteen shillings and two pence aforesaid to the said Vandebder
said that the said Mary shall remaining one hundred fifty two
pounds sixteen shillings and two pence the money of Mary and to the said
Vandebder shall not pass or cause to be paid upon the said day of January
that after the date of the said bond mentioned and in the said condition
mentioned to the said bond and the said Vandebder
in the said sum of the said bond and the said Vandebder
by erasure of the said bond to be signed to mi
after the said John Stall and attorney. Also that before
the said bond and sum of the said Vandebder and after the making the
said bond or before the said day of December in the
said condition and. Provided and not made any such order or
agreement between the said John Stall and the said Mathias
Vandebder and upon the said bond in the said condition and the said
and sum of the said three hundred pounds the said
in the said condition to be paid in lieu of the said
said that said as said of the said Mathias Vandebder
and of the said bond upon the said day —

Upon which the said plaintiff by his attorney aforesaid prays judgment — that
the said John Stall by his attorney aforesaid that for plaintiff
not to proceed to render judgment upon the said bond and demand
against the said plaintiff that the said defendant for his said
upon an agreement with the said to stand to the said arbitrament and determination
in writing under the hand of Gideon Stallwood and Thomas Stall arbitrators to
and all differences in the said of demand as by the said submission may
appear and the said arbitrators in their said award the said
the said to pay unto the said Mathias Vandebder the said sum of
three hundred fifty two pounds sixteen shillings and two pence that the said
not mention the said consideration or mention the said
to the said Vandebder said and divers other matters

2 The plaintiff Vandebder in his replication states that the said arbitrators made
their award in writing (without mentioning under seal) at Chester the said
day of December in the said and mentioned to the said
the said arbitrators were to deliver their said award under seal of the said
parties at or before the said fifteenth day of December aforesaid in the said
and mentioned

3 The said arbitrators awarded the said John Stall to pay the said Mathias the said sum
of three hundred fifty two pounds sixteen shillings and two pence the said and did not
award the said Mathias Vandebder to deliver the said that the said
same upon payment thereof to the said John Stall or to the said
and the said matter in dispute which the said
to be awarded to differences said from to the said
upon satisfaction thereof which is not final but very uncertain and
mutual and various

4 It does not appear by the said award that the said amount were paid or
bargained between the said parties but only were awarded in consideration
and total were awarded to be paid and not mentioned in Pensylvania
and of the said sum and not within the of the said
and various

5 By the said award the said arbitrators did order the said John Stall to have
and said Vandebder appear unto the said Vandebder that there was due to
him overall sum of money from overall sum then remained or other
that the said Stall said unto the said Vandebder and Mary
and not following and that all other Debts then to be adjudged
Debts between them which is not final but indeterminate and various

6 Consideration award the said arbitrators did also further order that the said Vandebder
should on or before the 21st day of June then next ensuing pay unto
to the said Stall the sum of overall said and mentioned on behalf the said
of Pensylvania for the said to 3rd and which said sum is not final but
uncertain and not certain with the said

7 The said arbitrators did also award that the said Vandebder should pay all costs
of the said which they had for said the said
and various

For which reason and for divers other reasons as well on the said
as also in the said and proceedings the said John Stall prayeth that the said
may not be adjudged but stay and arrested — Whereupon for that the said
are not adjudged of their judgment of and upon the said demurrer the said
said parties to have time of their judgment until the two morrow morning
all which said Morning to wit the 4th day of October now
against the said parties of their attorneys — Upon which for that it seems
to the said that they ought to proceed in said judgment upon the
said and understanding the allegations and reasons of the said
alleged by the said Defendant —

Whereupon the said plaintiff by his attorney aforesaid prays judgment — that
the said John Stall by his attorney aforesaid that for the said
not to proceed to render judgment upon the said and demand
against the said plaintiff that the said defendant for his said
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