And now here at this day to wit the Second Tuesday of September being the 9th day of the Same Month Anno Domini 1760. come again into Court here as well the Said William Rasin adm.r as aforesaid by his Attorney aforesaid, as the Said William Hedges by his Attorney aforesaid And the Said William Rasin by his Attorney aforesaid prays that the Said William Hedges to his Declaration aforesaid may Answer

And the Said William Hedges by his Attorney aft.d (as before) defends the Force and Injury when and Soforth, and Saith that he ought not to be charged with the Debt aft.d by Virtue of the Writing aforesaid because he Saith that that Writing is not his Deed and of this he puts himself upon the Country; And the Plaintiff in like manner & Soforth

And the Said William here with the leave of the Court according to the form of the Statute in Such Case made and provided by his Said Attorney further defends the force & Injury when & Soforth and Saith that the aft.d Plaintiff ought not to maintain his Action aft.d against him the Said William because he Saith that the Arbitrators in the aft.d Condition named did not make any Award in Writing under their Hand and Seals of and upon the Premisses aforesaid in the Condition aft.d Specified ready to be delivered to the Parties on or before the last day of December next Ensuing the date of the Writing Obligatory aft.d according to the form and Effect of the Said Condition and this he is ready to verify Wherefore He prays Judgment Whether the Said Plaintiff ought to have or maintain his Action aft.d and Soforth

And the Said William further with the leave of the Court as aft.d defends the force and Injury when and Soforth and Saith that he does not owe the Plaintiff aft.d the aft.d Sum of Five hundred Pounds or any Part thereof in manner and form as he above hath alledged, and of this he puts himself upon the Country and Soforth

And the aft.d William Rasin saith that he by any thing Pre alledged he ought not to be Precluded from having his Action aft.d against the Said William Hedges in manner aft.d because he Saith That the Arbitrators aft.d after the Making the Writing Obligatory aft.d and before the Said last day of December in the Condition aft.d mentioned, to wit the Second day of November in the Year of our Lord One thousand Seven hundred and Fifty one, at the County aforesaid, taking upon themselves the Burthen of Awarding Arbitrating and finally Determining between the Parties aft.d of and upon the Premisses in the Said Condition above Specified did make their certain Writing of Award under their hands and Seals ready to be delivered to the Said Parties, which Same Award, with the Seals of the Said Arbitrators Sealed the Said William Rasin here into Court doth bring the date whereof is the Same day & Year last mentioned And by the Same Writing the Said Arbitrators did Award Order and determine between the Said Parties of and upon the Premisses in the Condition aforesaid Specified in Manner and form following to wit That the Said William Hedges

Should

Should pay unto the Said Neil Mc Neil the Sum of Ninety Pounds Current Money of Maryland upon the Tenth day of November then Instant, And also Should pay the Said Neil Mc Neil all the Costs of Suit expended by the Said Neil Mc Neil in obtaining and prosecuting one Writ of Replevin in Cecil County Court and also the Costs of Suit Expended by the Said Neil Mc Neil in one Action of Trespass brought in Cecil County Court by the Said Neil Mc Neil against the Said William Hedges, as the same Should be Severally taxed by the Clerk of Cecil County Court And that also on the Said Tenth day of the then November And the Said Arbitrators did further Award Order and Determine by the Said Writing of Award that upon the Payment of the money and Costs aft.d the Said Neil Mc Neil Should Execute an Acquittance under his hand to the Said William Hedges for the Said Money and Costs And lastly they did Award Order and determine by the Same Writing of Award That all Actions and Suits which were depending in Cecil County Court and all Quarrels Controversies differences & Demands which were Subsisting between the Said Neil Mc Neil and the Said William Hedges at any Time before the aforesaid thirteenth day of June then last past Should cease and determine and be no further Prosecuted as by the Said Writing of Award may more at Large appear And the Said William Rasin Protesting that the Said Neil Mc Neil in his Life Time did well and faithfully observe perform fulfill and Keep all things in the Said Award mentioned on his Part to be done & performed fulfilled kept and observed according to the form and Effect of the Same Award in fact Saith That the Said William Hedges altho required the Said Sum of Ninety Pounds Current Money unto the Said Neil McNeil in his Life Time upon the Said Tenth day of November in the Said Award mentioned or ever afterwards, or unto the Said William Rasin Since the Death of the Said Neil McNeil yet hath not paid but the Same to the Said Neil Mc Neil in his Life Time And the Said William Rasin Since his Death to pay hath altogether refused and the Same to the Same William Rasin to pay Still doth refuse And this he is ready to verify Wherefore he prays Judgment and the Debt aft.d together with the Damages by Occasion of the Detention of that Debt to him to be adjudged &c

And the aforesaid William Hedges Saith that the Said Plea by the Said William Rasin in manner and form aforesaid above in his replication pleaded and the Matter therein Contained are insufficient in Law for him the Said William Rasin to have his Said Action against the Said William Hedges to which the Said William Hedges hath no necessity, nor by the Law of the Land is bound in any manner to answer And this he is ready to aver Wherefore for default of a sufficient Replication in this behalf the Said William Hedges as before prays Judgment, and that the aforesaid William Rasin may be foreclude from having his Action aforesaid against him the Said William Hedges thereupon