hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 14th Day of September Anno Domini 1762 come again the said parties Plaintiff and Defendant by their Attorneys aforesaid And the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 12th Day of April Anno Domini 1763 come again the said parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 13th Day of September Anno Domini 1763 come again the said parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 10th Day of September Anno Domini 1764 comes again as well the said Charles Carroll Junior by his Attorney aforesaid as the said Charles Carroll Esqr by his Attorney aforesaid and the said Charles Carroll Esqr by his said Attorney (as before) defends the force and injury when and so forth and saith that that Writing is not his Deed and of this he puts himself upon the Country and so forth And the Plaintiff in like manner and so forth

And the aforesaid Defendant with the leave of the Court here and according to the form of the Statute in such Case made and provided further defends the force and injury when and so forth and saith that the aforesaid Plaintiff his Action aforesaid against him the said Defendant to have or maintain ought not because he saith that the Arbitrators aforesaid did not make any Award Order or Arbitrament in Writing under their Hands and Seals of or concerning the premisses in the Condition aforesaid mentioned on or before the first Day of November next ensuing the Date of the said Writing according to the form and effect of the Condition aforesaid and this he is ready to verify and so forth wherefore he prays Judgment if the aforesaid Plaintiff his Action aforesaid against him to have or maintain ought and so forth

And the aforesaid Defendant with the leave of the Court here and according to the form of the Statute aforesaid further defends the force and injury when and so forth and saith that the aforesaid Plaintiff his Action aforesaid against him the said Defendant to have or maintain ought not because he saith that the Arbitrators aforesaid after the making of the Writing aforesaid to wit on the twenty eighth

(Day)

Day of October in the Year of our Lord seventeen hundred and ninety one at the County aforesaid taking upon themselves the burthen of Awarding of and upon the premisses in the Condition aforesaid mentioned by their Writing of Arbitrament indented and to each of the said parties delivered one part whereof with the Seals of the said Arbitrators Sealed the said Defendant here into Court brings whose Date is the same Day and Year the said Award and Order that he the said Defendant his Executors or Administrators should well and truly pay and allow or cause to be paid and allowed on demand to the said Plaintiff his Executors Administrators or Assigns the full and just several sums of nine hundred and ninety two pounds eleven shillings and four pence three farthings Sterling Money of Great Britain four hundred and ninety three pounds seven shillings and six pence Gold Currency and one hundred and thirty three thousand eight hundred and fifty nine pounds and one half a pound of Tobacco as by the same Writing of Arbitrament fully appears and the same Defendant saith that after the making the said Writing of Arbitrament aforesaid and before the impetration of the Writ Original aforesaid to wit on the

Day of seventeen hundred and he the said Defendant at the County aforesaid

paid to the aforesaid Plaintiff the said several sums of nine hundred and ninety two pounds eleven shillings and four pence three farthings Sterling Money of Great Britain four hundred and ninety three pounds seven shillings and six pence Gold Currency and one hundred and thirty three thousand eight hundred and fifty nine pounds and one half pound of Tobacco according to the form and effect of the Award aforesaid and this he is ready to verify whereupon he prays Judgment if the aforesaid Plaintiff his Action aforesaid against him to have or maintain ought and so forth &c

And the aforesaid Defendant with the leave of the Court here and according to the form of the Statute aforesaid in such Case made and provided further defends the force and injury when and so forth and saith that the aforesaid Plaintiff his Action aforesaid against him the said Defendant to have or maintain ought not because he saith that the Arbitrators aforesaid after the making of the Writing aforesaid to wit on the twenty eighth Day of October seventeen hundred and ninety one at the County aforesaid taking upon themselves the burthen of Awarding of and upon the premisses in the Condition aforesaid mentioned by their Writing of Arbitrament indented and to each of the said parties delivered one part whereof with the Seals of the said Arbitrators Sealed the said Defendant into Court here brings whose Date is the same Day and Year the said Award and Order that he the said Defendant his Executors or Administrators should well and truly pay and allow or cause to be paid and allowed on demand to the said Plaintiff his Executors Administrators or Assigns the full and just several sums of nine hundred and ninety two pounds eleven shillings and four pence three farthings Sterling Money of Great Britain four hundred and ninety

(three)