against the said Garret Stonebreaker in default thereof; And the said Garret Stonebreaker by his attorney aforesaid, defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of May next, and then to Answer to the declaration aforesaid of the said Christian Binkley in the plea aforesaid and to him it is granted; the same day is given to the said Christian Binkley then and so forth.

At which said second Tuesday of May being the Twelfth day of the said month in the year of our Lord one thousand seven hundred and ninety five, till which said day the said Garret Stonebreaker had leave to imparle and then to answer to the declaration aforesaid of the said Christian Binkley in the plea aforesaid come again into the General Court here as well the said Christian Binkley by his attorney aforesaid, as the said Garret Stonebreaker by his attorney aforesaid: And the said Garret Stonebreaker by his attorney aforesaid as before defends the force and injury when and so forth and saith that he is not guilty of the premises above charged on him, as the said Christian Binkley above thereof against him complains and of this he puts himself upon the Country and the said Christian Binkley in like manner and so forth. Therefore let a Jury thereon appear before the Court here on the second Tuesday of October next, by Whom and so forth, and who neither and so forth to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid then and so forth.

And now at this day, to wit, the said second Tuesday of October being the thirteenth day of the said month in the year of our Lord one thousand seven hundred and ninety five come again into the General Court here, as well the said Christian Binkley by his attorney aforesaid; as the said Garret Stonebreaker by his attorney aforesaid; as the said Garret Stonebreaker by his attorney aforesaid. And the parties aforesaid by their attornies aforesaid file in Court here an award which is in form following to wit.

Whereas Christian Binkley did some time ago recover of Garrett Stonebreaker a piece of Land whereof the said Garrett Stonebreaker a piece of land whereof the said Garrett had been in possession several years before the said Binkley recovered and got possession of the same. And also whereas there is a suit now

now depending in the General Court to recover from Stonebreaker the rents and profits of this land which is now depending. It is therefore agreed between the parties to these presents that Henry Minkey and John Newson with power to choose a third person in case of their disagreement shall ascertain what the yearly value of the land so recovered by Binkley from Stonebreaker is and that their determination or the determination of any two of them in case they choose a third person shall be conclusive as to the yearly value of the land. And if they shall be of opinion that Binkley is entitled to any thing for waste and distruction of Timber in clearing of lands over and above the yearly value then they or any two of them shall ascertain how much he is intitled to for such Waste, and their finding in that respect shall also be binding on the parties. But it is to be understood that the arbitrators aforesaid have no power to Judge or determine any thing but the actual or Annual Value of the land; and the damage for cutting timber if any their be. This agreement not to be binding unless the persons above named make up their estimate in the premisses before the next, meeting of the General Court. Given under our hands this 5th of October 1795.

Garrett Stonebreaker (seal)
Jonathan Binkley (seal)

We whose names are under written having met at the request of the parties above named do fix the average annual value of the land herein mentioned from the 15th of May 1787 to the 15th May 1794. at Eleven pounds ten shillings. Given under our hands October 5th 1795.

John Newson
Jeremiah Morrison

And thereupon the said Garret Stonebreaker by his attorney aforesaid relinquishing his averment by him in pleading above pretended saith that he cannot deny the said action of the said Christian Binkley nor but that he is guilty of the trespass aforesaid, in manner and form as the said Christian Binkley hath above thereof complained against him; and the said Gerrard Stonebreaker further saith and acknowledgeth, that the said Christian Binkley hath sustained damage by reason of the trespass aforesaid, besides his costs and charges by him laid out about his suit in this behalf to the sum of eighty pounds ten shillings current money and no more and because the said Christian Binkley doth not deny the same, but admits the allegations