And the said Samuel by Aquila Hall his Attorney comes & defends the force and injury when & so forth and prays an hearing of the writing obligatory aforesaid together with the Condition thereunto annexed and there then he hath it in the words following to wit. Know all men by these presents that I Samuel Clark of Cecil County and Province of Maryland Farmer am held and firmly bound unto Charles Brookins of the same County Gentleman in the sum of one hundred pounds, good and current Money of the Province aforesaid to be paid to the said Charles his Executors or Administrators for which payment well and truly to be made & done I do hereby bind myself my Heirs Executors Administrators and assigns firmly by these Presents Sealed with my seal and dated this seventh day of February in the year of our Lord Seventeen hundred & seventy six — The Condition of this obligation is such that if the above bounden Samuel Clark his Heirs Executors or Administrators and every of them for & on his or their parts and behalves do & shall well and truly stand to abide perform observe fulfill and keep the award order arbitrament final end & determination of Richard Bond William Rowland, Thomas Underhill and David Smith Gentlemen or of any three of them if four shall attend or of any two of them if only three shall attend at the time & place by the said Charles & Samuel agreed on the said Richard Bond William Rowland, Thomas Underhill and David Smith being Arbitrators indifferently named elected and chosen as well on the part and behalf of the above bounden Samuel Clark as of the above named Charles Brookins to arbitrate award order adjudge and determine of & concerning all & all manner of Action & Actions Suits, debts, dues Sum & Sums of Money Damages & Demands whatsoever, both in Law and Equity or otherwise howsoever which at any time or times heretofore have been had made moved brought sued prosecuted done or suffered by or between the said Parties or either of them so as the said Award Arbitrament order final end & determination, between the said Parties be made in writing under the hands and Seals of the said Arbitrators or the major part of them that shall attend ready to be delivered to the said Parties on or before the first day of March next ensuing then this obligation to be void & of none effect otherwise to be & remain in full force and virtue in Law. Samuel Clark (Seal)

Signed Sealed & delivered in the presence of us John Cathin John Muir —

Which being read & heard comes here at this day, to wit the second Tuesday of

August in the year of our Lord one thousand seven hundred and Seventy eight the said Parties Plaintiff & Defendant by their Attornies aforesaid and the said Defendant by his Attorney aforesaid prays leave to imparle hereto until next Court and he hath it & the same day is given to the Plaintiff also — At which said next Court, to wit, the second Tuesday of November in the year aforesaid comes again the said Parties Plaintiff and Defendant by their Attorneys afor & the said Defendant by his Attorney aforesaid prays further leave to imparle hereto until next Court & he hath it & the same day is given to the Plaintiff also — At which said next Court, to wit, the second Tuesday of March in the year of our Lord One thousand Seven hundred & Seventy nine comes again the said Parties Plaintiff & Defendant by their Attorneys aforesaid and the said Defendant by his Attorney aforesaid prays further leave to imparle hereto until next Court and he hath it & the same day is given to the Plaintiff also — At which said next Court to wit, the second Tuesday of June in the year aforesaid again as well Charles Brookins by his Attorney aforesaid as the said Samuel Clark by his Attorney aforesaid and the said Samuel Clark by his Attorney aforesaid as before defends the force & injury when & so forth, and saith that the said Charles ought not to have his said Action against him because protesting that the said Arbitrators or any three or any two of them did not make any award Arbitrament order final end or determination on or before the said first day of March in the said Condition above mentioned between him the said Charles & the said Samuel of & upon the said Premises in the said Condition above Specified he the said Samuel for plea saith that after the execution of the said Bond & before the said first day of March in the said Condition above specified no Award Arbitrament order final end or determination between him & the said Charles of & upon the said premises in the said Condition mentioned was delivered or ready to be delivered to the said Parties under the hands & seals of the said Arbitrators or the major part of them who should thereon attend according to the form & effect of the said Condition and this he is ready to verify wherefore he prays Judgment if the said Charles his Action aforesaid against him the said Samuel to have or maintain ought &c. And the said Charles saith that he ought not by reason of any thing above alledged by the said Samuel to be barred from having his said Action against him because he saith that on the twenty fourth day of February in the year of our Lord Seventeen