Gentleman, am held and firmly bound unto John Thomas Boucher of Prince George's County, in the full and just sum of five thousand pounds current money, to be paid to the said John Thomas Boucher, his certain Attorney, Executors, Administrators or Assigns: To the which payment well and truly to be made and done I do hereby bind myself, my Heirs, Executors & Administrators firmly by these presents, sealed with my seal and dated this twelfth day of May seventeen hundred and seventy eight — Which being read and heard he praied oyer of the Condition of the said writing and it was read to him in these words, to wit; Whereas a certain dispute and controversy is now subsisting between the said James Lloyd and the said John Thomas Boucher, who married one of the Sisters and legal Representatives of Thomas Martin late of Talbot County Merchant deceased, of and concerning a certain share and proportion claimed by the said Thomas Martin in his life time in a certain Schooner called the Eagle, lately built by the said James Lloyd, and by him in part assigned, conveyd and transferred to divers persons, and of and concerning the profits and loading arising from the said Schooner since the building thereof: Now the condition of the above Obligation is such that if the above bound James Lloyd do, and shall well and truly, obey, perform and keep the Arbitriment, Award, final end and determination of William Hayward, Howes Goldsborough and Charles Brookshanks of Talbot County Gentlemen Arbitrators indifferently named and elected as well on the part of the said James Lloyd as the said John Thomas Boucher to arbitrate and determine of and upon the premises; or in case any of the said Arbitrators shall refuse to act as such in the premises, if then and in such case the said James Lloyd do and shall in all things touching the premises well and truly obey, perform and keep the arbitriment, Award, final end and determination of such other person or persons as may be named in their room by any of the parties aforesd. whom Arbitrator refuses to act, so as the Award of them or any two of them be made in writing and be delivered to the parties in difference on or before the twenty sixth day of this Instant May, then this Obligation to be void else to be and remain in full force and virtue — Signed, sealed and delivered in presence of John Bracco Nichs. Martin — James Lloyd

Which being read and heard the said James Lloyd saith that the said John Thomas Boucher his action aforesd. thereof against him to have or maintain ought not, because he saith that the said William Hayward, Howes Goldsborough and Charles Brookshanks, the Arbitrators aforesd. above named, or any

two of them did not make any award, arbitrament, final end or determination in writing of and upon the premises above specified in the said condition between them the said John Thomas Boucher and the said James Lloyd on or before the said twenty sixth day of same May in the condition aforesd. above mentioned, according to the form and effect of the said condition; nor did any other person or persons (named by any of the parties aforesd. in the room of the said Arbitrators or of either of them) either jointly with the said Arbitrators, or with either of them, or otherwise, make any Award, Arbitrament, final end or determination in writing, of and upon the premises above specified, in the said condition between them the said John Thomas Boucher and the said James Lloyd on or before the said twenty sixth day of the said May in the condition aforesd. above mentioned according to the form and effect of the said condition; and this the said James is ready to verify: Whereupon he prayeth Judgment whether the said John Thomas Boucher his action aforesd. thereof against him the said James to have or maintain ought &c.a: And the aforesd. James Lloyd by the leave of the Court here, according to the form of the Statute in such case made and provided, comes and defends the force and injury when and so forth, and further saith that the said John Thomas Boucher his action aforesd. thereof against him the said James to have or maintain ought not; because he saith that no award, arbitrament, final end or determination whatsoever in writing (made by the Arbitrators aforesd. in the condition aforesd. above named, or by any other of them, or by any other person or persons whatsoever) of and upon the premises above specified in the said condition between them the said John Thomas Boucher and the said James Lloyd, was delivered to him the said James Lloyd and to the said John Thomas Boucher on or before the said twenty sixth day of the said May in the condition aforesd. above mentioned, according to the form and effect of the said condition, and this the said James Lloyd is ready to verify, whereupon he prays Judgment whether the aforesd. John Thomas Boucher his action aforesd. thereof against him to have or maintain ought &c.a And thereupon further proceeds of and upon the premises aforesd. between the parties aforesd., by concent of the said parties and their Attorneys aforesd., and by order of the Court here thereon had was continued until the second Tuesday in September then next following — At which day to wit, the second Tuesday in September here came the parties aforesd. by their Attorneys aforesd. and the aforesd. James Lloyd by his Attorney aforesd. praied that the aforesd. John Thomas Boucher to his plea aforesd. might reply; whereupon it was ruled by the Court here, at the prayer of the aforesd. James Lloyd that the aforesd. John Thomas Boucher should reply to the plea aforesd. of the aforesd. James Lloyd by the second