Tuesday in April then next following; and it was said unto the said John Thomas Boucher that if he should not reply to the plea afs.d, by the time afs.d, Judgment should be rendered against him by default: and thereupon for their process of and upon the premises afs.d, between the parties afs.d, by consent of the said parties and their Attorneys, and by order of the Court here thereon had was continued until the second Tuesday in April then next following. At which day to wit, the second Tuesday in April, seventeen hundred and eighty two, came the parties afs.d by their Attorneys afs.d and the afs.d rule at the prayer of the said James Lloyd was extended until the second Tuesday in September then next following, At which day to wit, the second Tuesday in September here came the parties afs.d by their Attorneys afs.d and the afs.d rule was at the prayer of the said James Lloyd further extended until the second Tuesday in April then next following. At which day to wit, the second Tuesday in April, seventeen hundred and eighty three, here came the parties afs.d by their Attorney afs.d and the rule afs.d at the prayer of the said James Lloyd was further extended until the second Tuesday in September then next following. At which day to wit, the second Tuesday in September, here came the parties afs.d by their Attorneys afs.d, and the afs.d rule was at the prayer of the said James Lloyd was further extended until the second Tuesday in April then next following. At which day, to wit, the second Tuesday in April, seventeen hundred and eighty four, came again the parties afs.d by their Attorneys afs.d, and the afs.d rule was at the prayer of the said James Lloyd further extended until the second Tuesday in September then next following. At which day, to wit, the second Tuesday in September, here came again the parties afs.d by their Attorneys afs.d, and the afs.d rule at the prayer of the said James Lloyd was further extended until the second Tuesday in April then next following. At which day, to wit, the second Tuesday in April seventeen hundred and eighty five here came the parties afs.d by their Attorneys afs.d, and the afs.d rule at the prayer of the said James Lloyd was further extended until the second Tuesday in September then next following. At which day, to wit, the second Tuesday in September, here came the parties afs.d by their Attorneys afs.d and the afs.d rule was at the prayer of the said James Lloyd further extended until the second Tuesday in April then next following. At which day, to wit, the second Tuesday in April seventeen hundred and eighty six, here came the said James Lloyd by his Attorney afs.d, as the said John Thomas Boucher by Luther Martin his Attorney, And the afs.d John Thomas Boucher by his Attorney afs.d as to the first plea of the said James Lloyd saith that he by reason of any thing in above alledged by the said James ought not to be barred from having his said Action against him, because he says that on the twenty sixth day of May in the

condition above mentioned, the said William Hayward Hawes Goldsborough and Charles Brookshanks, the Arbitrators named in the said condition, having taken upon them the burden of the said Award, and having fully examined and duly considered the proofs and allegations of both the said parties, for the settling amity and friendship between them, at Talbot County afs.d made and published their Award and Order in writing of and concerning the premises specified in the afs.d condition, which said Award so as afs.d made the afs.d John Thomas Boucher here into Court doth bring and is in the words following, to wit; To all persons to whom this present writing of Award Indented shall come, we William Hayward Hawes Goldsborough and Charles Brookshanks of Talbot County Gentlemen send greeting: Whereas a certain controversy and despute was and is still subsisting between James Lloyd of Talbot County Gentleman and John Thomas Boucher of Prince George's County 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 and transferred to divers persons and of and concerning the profits and loadings arising from the said Schooner since the building thereof, for the settling and adjusting which said dispute and controversy, they the said James Lloyd and John Thomas Boucher did by their several Bonds bearing date the twelfth day of May seventeen hundred and seventy eight bind themselves each to the other, in the sum of five thousand pounds current money, with condition that they should severally well and truly obey perform and keep the arbitrament final end and determination of William Hayward Hawes Goldsborough and Charles Brookshanks of Talbot County Gentlemen, Arbitrators indifferently named and elected as well on the part of the said James Lloyd as of the said John Thomas Boucher to arbitrate, award 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 arbitrament Award final end and determination of such other person or persons as may be named in their room by any of the parties afs.d whose 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, that then the said Obligation to be void; And whereas we the said William Hayward, Hawes Goldsborough and Charles Brookshanks have taken upon ourselves the burden of the award afs.d and have deliberately heard and maturely considered the allegations and proofs of both the said parties in difference: We do now therefore publish this our Award in writing as follows, that is to say; We are of opinion and do award arbitrate and determine that the afs.d Thomas Martin in his life time did purchase of and