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versies and Disputes were subsisting and depending between the said Philip Gopsler and the said Philip Thomas: and whereas for the Settlement and adjusting of all such Controversies and Disputes they the said Philip Gopsler and the said Philip Thomas then and there did agree to submit the same to the Arbitration, Award, Order and final Determination of Lewis Miller, Jacob Funk and Hezekiah Rowles Gentlemen, Arbitrators indifferently chosen by the said Philip Gopsler and Philip Thomas, to hear, award, order and determine of and according to the premises aforesaid — And whereas also the Arbitrators aforesaid, so as aforesaid indifferently chosen by the parties aforesaid having taken upon themselves the Arbitrament, Order and final Determination of the Premises aforesaid, so as aforesaid referred to them in Arbitration by the parties aforesaid, and having fully heard and considered the proofs and Allegations of the parties aforesaid of and concerning the same, did afterwards, to wit, on the third day of July in the year one thousand seven hundred and eighty seven at Cecil County aforesaid, make, publish and declare their certain Award in writing under their hands and seals and by the same did arbitrate, award, order, decree and judge in manner and form following, that is to say: That the said Philip Thomas his Heirs, Executors and Administrators shall well and truly pay and cause to be paid unto the said Philip Gopsler, his Heirs, Executors, Administrators or Assigns the full and just sum of two hundred and seven pounds nineteen shillings and seven pence current lawful money of Maryland on or before the third day of October then next ensuing the date of the said Award, And that upon payment thereof, the said Philip Thomas and Philip Gopsler shall seal, subscribe and as their several Acts and Deeds deliver each to the other a general Release in writing of all Matters, Actions, Suits, Causes of Action, Bonds, Bills, Covenants, Controversies and Demands whatsoever, which either of them hath, may, might or in any wise might



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to have of and against each other of them by Reason aforesaid or by means of any Matter, Cause or Thing whatsoever; whereby and by reason of which premises, Action hath accrued unto him the said Philip Gopsler to have and demand of him the said Philip Thomas the said sum of two hundred and seven pounds nineteen shillings and seven pence current money according to the tenor of the said Award — Nevertheless the said Philip Thomas although he was afterwards, to wit, on the third day of October in the year one thousand seven hundred and eighty seven, and often afterwards at the County aforesaid by the said Philip Gopsler required the said sum of current money or any part thereof to him the said Philip Gopsler according to the tenor of the said Award hath not rendered or paid, but the same to render or pay he hath hitherto altogether refused and still doth refuse, to the Damage of him the said Philip Gopsler in the sum of five hundred pounds current money, and therefore he brings suit and so forth. &c.

Mr. Cooke for Pltff. — Pledges Vz. John Doe, Richd. Roe.

Judgment was confessed in this Action (on the twenty second day of September seventeen hundred and ninety) according to the Declaration aforesaid, to be released on payment of two hundred and seven pounds nineteen shillings and seven pence current money, with Interest from the third day of October seventeen hundred and eighty seven, until April Term one thousand seven hundred and ninety one — Stay of Execution till April Term seventeen hundred and ninety one.

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Joseph Donaldson
vs
Joseph Baxter

Be it remembered that on the twenty fifth day day of April seventeen hundred and eighty nine, command was given to the Sheriff of Cecil County that he should take Joseph Baxter late of Cecil County farmer, therein