valuable improvements had been erected by your orator on part of the said tract of land and also an high way and public road had been made and opened through the said tract of land from Baltemore Town to the river patapsco and a ferry house erected and a ferry established and a boat, ropes and other apparatus necessary for the said ferry on the said tract of land by the joint labour and at the joint expence of your orator and the said defendant, and which said ferry was carried on and conducted by your Orator and the said Defendant jointly, and the profits thereof were weekly divided between your Orator and the said Defendant, your Orator receiving one half thereof and paying one half of the disbursements and the defendant receiving the other half part thereof and paying his proportion of disbursements. — Your Orator further states that a division was made by your Orator and the defendant of the said tract of land sometime in the months of June or July seventeen hundred and eighty five, when it was mutually agreed, that the part on which the old buildings stood and which lay adjoining the ferry over patapsco river should belong to your Orator, and the part whereon the new buildings stood should be assigned to and belong to the defendant, with which division said Samuel Norwood being some time after dissatisfied, your Orator agreed to relinquish the part assigned him adjoining the ferry and to take the part whereon the new buildings were erected, and accordingly on or about the twelfth day of November seventeen hundred and eighty five, your Orator and the said Defendant mutually entered into the Agreement copy whereof is herewith filed and marked No. 2 to which your orator refers and prays the same may be taken as part of this his bill of complaint. — and your Orator states that in and by the said Agreement certain William Hammond, Edward Gaither and Zachariah Macubin were appointed to make the said division so that each party could have an equal quantity of wood and land and the said referees were to adjudge and ascertain the difference. — It was also further agreed that proper Judges should be appointed to ascertain the value of the buildings on each part and the same was to be accounted for in the settlement to be made between the parties: in which said division and valuation, the ferry and its appendages was not taken into consideration or intended to be valued or divided, but the same was still to remain as the joint and undivided property of your orator and the defendant and the profits thereof to be equally divided between them as by the said Exhibit No. 2 signed by your Orator and the said defendant will more fully appear. —

Your Orator further states that in pursuance of said Agreement the



said William Hammond and Zachariah Macubin Junior two of the Arbitrators on the twelfth day of december seventeen hundred and eighty five, after viewing the premises did award that the Defendant Samuel Norwood should pay to your Orator the sum of four hundred pounds current money for the difference of soil inasmuch as the part allotted to the defendant was worth so much more than the part which your Orator agreed to take as by a copy of said Award marked Exhibit No. 3. to which your Orator refers and prays the same may be taken as part of this his bill of complaint will more fully and at large appear. — Your Orator further states, that in pursuance of the said Agreement certain Leonard Harbaugh and Thomas Constable two master workmen, together with the said William Hammond were appointed by your Orator and the defendant to estimate the full value of the improvements which were on each of the parts of the real estate above divided between your Orator and the defendant, which said Arbitrators did award and adjudge that the improvements on your Orators part amounted to the sum of twelve hundred and ninety pounds five shillings and two pence current money, and that the improvements on the defendants part also, amounted to the sum of two hundred and fifty pounds like money, so that the balance due from your Orator to the defendant on account of improvements amounted to the sum of five hundred and thirty seven pounds twelve shillings and seven pence current money as by reference to the said estimate and valuation marked Exhibit No. 4. (copy whereof is annexed) and to which your Orator refers and prays the same may be taken as part of his bill of complaint will more fully and at large appear, which valuation of improvements was exclusive of the ferry house and ferry benefits. — Your Orator further states that in pursuance of the said Agreement, your Orator and the defendant respectively entered upon, and became severally possessed of the parts of the said tract of land called United Friendship, according to the division above set forth and hath ever since the year seventeen hundred and eighty five till the present time solely and exclusively occupied and enjoyed their respective parts as divided (except the ferry, ferry house and appendages which was always since held by them as tenants in common for their joint profit) and the said defendant always hitherto hath acquiesced in the valuation made of the difference of soil and improvements on their respective parts as above stated. — Your Orator further states that in order to have a final settlement with the defendant, with respect to their real estate divided as aforesaid and also of all their other dealings and transactions the above named William Hammond, Edward Gaither and Zachariah Macubin Junior (who were the intimate friends of both parties) were mutually chosen and appointed