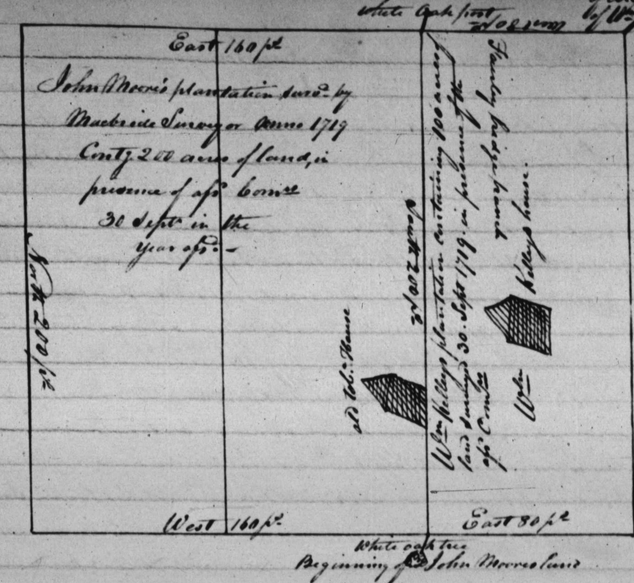
pray that the bounds of two parcels or parts of a tract of land called and known by the name of Arcadia lying situate & being in the Parish County and Province aforesd purchased by the sd John Moore from a certain Arthur Miller might to him the sd John Moore be settled and ascertained as by the aforesd Petition reference thereunto being had may at large appear. These are therefore to certify that I David Macbride (by the Comrs appointed for ascertaining the bounds of land in the County and province aforesd in the Court House of the aforesd County of Kent in the aforesd Province the nineteenth day of August in the year of Our Lord Christ One thousand seven hundred and nineteen) nominated and appointed by the aforesd Comrs to survey the aforesd tract of land of the aforesd John Moore, and the tract of land adjoining to the sd John Moore's two tracts of land (the lands of a certain William Kelley) have in presence of the following Commissioners and according to their directions surveyed the aforesd several tracts of land and have hereunto annexed platts of the same. Viz Mr William Comegys Mr William Frisby Mr John March Mr Gideon Pearce & Mr Lambert Wilmer, in manner & form following Viz. Beginning at a hickory tree standing on the East side of certain branch called Fairley Bridge Branch which sd tree is marked with four knotches, and thence running West eight perches to a White Oak post ordered to be set up and marked with twelve knotches thence South two hundred perches to a White Oak tree ordered to be marked with twelve knotches thence East eighty perches & thence North two hundred perches to the first bounded hickory being the first bounded tree of the sd William Kelley's land & tract of land containing One hundred Acres &c — I the sd David Mcbride as aforesd & according the orders of the Comrs aforesd & have surveyed the two tracts of land conveyed to the sd John Moore by the aforesd Arthur Miller & platted the same in manner and form foll Viz: Beginning at a White Oak tree marked with twelve knotches being the third bounding of the aforesd William Kelleys land & thence running West One hundred & sixty perches, thence North two hundred perches thence East One hundred & sixty perches to a White Oak post marked with twelve knotches it being the second bounding of the sd William Kelleys land & thence South to the third bounded tree of the sd William Kelleys land two hundred perches to the aforesd White Oak tree marked with twelve knotches & White Oak tree marked & bounded as aforesd being adjudged to be the beginning & first bounds of sd John Moore's tract of land last mentioned containing two hundred acres of land Witness, my hand this thirtieth day of September, in the year of Our Lord Christ One thousand seven hundred and nineteen.

Macbride Survr & Ordr Comrs

The aforesd Comrs being informed that the aforesd William Kelley was not a Minor at the time of the aforesd John Moore preferring his Petition for ascertaining the bounds of land adjoining to the said William Kelley's land; but that the said Dominick had of his own accord and Malitious by wilfully and willingly without regard to the interest of the said William Kelley; but on the contrary plotting & fraudulently intending to deceive & defraud the aforesd William Kelley and the aforesd John Moore of their lawfull & just rights & claims to the aforesd parcels of land settled & bounded as aforesd & the same appearing on due examination to be only a contrivance of the said Dominick by his appearing as Guardian to Wm Kelley aforesd thereby to cast the Cost & charges on the then supposed Minor Wm Kelley in case that the Comrs aforesd should have given judgement against the sd Dominick as Guardian to Wm Kelley aforesd. Therefore it is considered by the aforesd Comrs that the aforesd tracts of land forever hereafter remain be and continue as the bounds of the lands of the aforesd John Moore and William Kelley as by the aforesd Certificate and platts hereunto annexed appeareth, and that the aforesd John Moore & William Kelley be continued & remain in the peaceable possession of the said several parcels of land as above certified and as by the platts hereunto annexed forever — and the said Dominick Kenslaugh pay all costs and damages amounting unto Two thousand two hundred & forty pounds of Tobacco and twenty shillings current Money of the Province of Maryland the sum to be paid by the said Dominick and not as Guardian of the aforesd Wm Kelley, and that Mr Simon Wilmer high Sheriff of Kent County levy by way of execution the aforesd sum of Two thousand two hundred and forty pounds of Tobacco costs and twenty shillings current Money of the Province of Maryland of the body, goods or chattels of the said Dominick Kenslaugh. —



The Costs and damages awarded by the Comrs appointed for ascertaining the bounds of the aforesd tracts of land of the aforesd William Kelley and John Moore by the aforesd Dominick Kenslaugh to be paid to the respective Comrs and Officers as aforesd and by way of Execution by the Said Comrs awarded to be surveyed as aforesd are as follows Viz

		To Wm
Five Comrs attendance two days each @ 100 lbs Tob. p diem		1000. —
Surveyors fee as p account ded Mr Simon Wilmer Shr		345
Fees to Mr Bride as Clk chosen p order Comrs		360
Like to Mr Charles Hynson Sir summons		30
Sheriffs fee as p account		385
Two Chain Carriers @ 30 p diem for two days attendance		120
Damages 20/ Acr to be paid to John Moore	John Mc Bride Clk: —	2240

A true Copy p Denis Dulany Clk Kent County. —

The Defendant then offers the following Deed. This Indenture, made this twentieth day of November Anno Domini, One thousand seven hundred & six between Arthur Miller & Sarah his wife of Kent County of ye one part & John Moore of ye same County of ye other part witnesseth That the said Arthur Miller & Sarah his wife for good causes & considerations them thereunto moving especially for and in consideration of ye sum of six thousand pounds of Tobacco to him the said Arthur Miller is paid & secured at or before ye insealing & delivery of these presents to the aforesaid John Moore, whereof & wherein — The said Arthur Miller & Sarah his wife doe acknowledge themselves to be fully contented satisfied & paid & of every part & parcell thereof doe hereby acquit exonerate & discharge ye said John Moore his heirs Exors & Administrators forever by these presents, Hath given granted, bargained sold aliened enfeoffed & confirmed, and by these presents do give, grant, bargain, sell alien, enfeoff & confirm unto him ye said John Moore his heirs & assigns forever a certain parcell of land called Arcadia, lying and being in ye County aforesaid, beginning one ye East line of ye said Arcadia & at ye end of ye West line of a parcell of land, by me conveyed to ye said John Moore the third day of June Anno One thousand seven hundred and three, being part of ye said Arcadia & running from ye said beginning along ye said East line of Arcadia seven West eighty perches thence running South two hundred perches thence running East eighty pe thence North two hundred pe to ye first beginning, being more land out for One hundred acres more or less being part of ye aforesaid Arcadia, to have and to hold, ye said hundred acres of land together wth all Woods & underwoods & all & singular other rights profits benefits, priveledges & appurtenances thereunto belonging or in any appertaining unto him, ye said John Moore his heirs & assigns forever. And ye said Arthur Miller for himself, his heirs & assigns ye said land and all & singular ye appurtenances whatsoever herein or hereby granted bargained & sold unto ye said John Moore his heirs & assigns forever against him the said Arthur his heirs and assigns & all & every other person or persons whatsoever lawfully claiming by from or under him or any other shall and will warrant & forever defend by these presents. And ye said Arthur Miller for himself his heirs Exors & admrs do Covenant promise & grant to & wth ye said John Moore his heirs &