his attorney) aforesaid, as the said Andrew Ferguson by his attorney) aforesaid And the said Andrew Ferguson by his attorney) aforesaid as before defends the force and injury when &c. and prays further leave of the Court here to imparle until the second tuesday) in October next; to him it is granted; and the same day) is given to the plaintiff also.

At which said second tuesday) in October court, the ninth day of the same month Anno domini one thousand seven hundred and eighty seven come again into the General Court here as well the said Tom Cary lessee of the said John Stump Junior by his attorney) aforesaid, as the said Andrew Ferguson by his attorney) aforesaid; And the said Andrew Ferguson by his attorney) aforesaid as before defends the force and injury when &c. and prays further leave of the Court here to imparle until the second tuesday) in May next: to him it is granted; and the same day) is given to the plaintiff also.

At which said second tuesday) in May) court, the thirteenth day of the same month Anno domini one thousand seven hundred and eighty eight, come again into the General Court here as well the said Tom Cary lessee of the said John Stump Junior by his attorney) aforesaid as the said Andrew Ferguson by his attorney aforesaid; It is ordered by the Court here, by consent of the said parties and their attornies aforesaid, that the matter in difference between the parties aforesaid in this cause, be referred to the arbitration and final determination of John Love and David Clark, and if they should disagree, they are empowered to choose a third person; and it is also prayd, that the Judgment of the Court shall be rendered on the award of them, or any two of them, when the same shall be returned, according to the Act of Assembly in such case made & provided: Thereupon day is given by the Court here as well to the said Tom Cary) lessee of the said John Stump Junior as to the said Andrew Ferguson until the second tuesday in October next:

At which said second tuesday) in October court, the fourteenth day of the same month Anno domini one thousand seven hundred and eighty eight come again into the General Court here, as well the said Tom Cary lessee of the said John Stump Junior by his attorney) aforesaid, as the said Andrew Ferguson by his Attorney aforesaid: And the Arbitrators aforesaid have not returned their award, nor have they done any thing therein; Thereupon further day is given by the Court here as well to the said Tom Cary lessee of the said John Stump Junr. as to the said Andrew Ferguson until the second tuesday in May next.

And now here on this day) court, the said second tuesday) in May being the twelfth day of the same month Anno domini one thousand seven hundred and eighty nine, come again into the General Court here as well the said Tom Cary lessee of the said John Stump Junior by his attorney) aforesaid, as the said Andrew Ferguson by his attorney) aforesaid; Thereupon the Arbitrators aforesaid pursuant to the Rule of Reference aforesaid file in Court here

here the Rule of Reference aforesaid and their award to wit,

The State of Maryland St. General Court, May Term 1788.

John Stump Junr. Lessee vs Andrew Ferguson. Ejectment. This cause is by order of Court with consent of parties, Referred to Messrs. John Love and David Clark, and on their differing, they are to choose a third person, and the award of them or any two of them to be Judgment of this Court. Test

Jno. Gwinn Clk.

In consequence of the within mentioned suit, referred to our determination, the parties being present, we proceeded and enquiry made relatives to their respective claims and do find that the Defendant hath been, and still is in possession of five acres & seven eighths of the plaintiffs land. We therefore award that the Defendant give up the possession legally claimed by the plaintiff as appears by the annexed plat, and costs of suit. Given under our hands this 15th day of October 1788.

Jno. Love. David Clark.

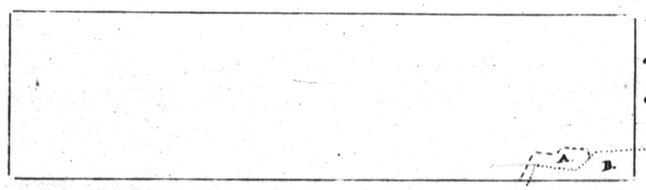
We also award that the Defendant pay the cost arising on the suit Referred as stated, to wit, three days each as Referees

Runing and laying down the lands in dispute	2. 0. 0.
To John Wilson his son for carrying the chain	0. 3. 0.
To John Wilson & James Hair for Do.	0. 5. 0.
Jno. Love. David Clark.	2. 8. 0.

We certify that we have laid down a tract of land called Lynes Addition claimed by the Plaintiff in plain lines, also part of a tract of land called Tripple Union as settled by commission under the late Law claimed by the Defendant in dotted lines. We have also laid down five acres and seven eighths of the plaintiffs land in possession of the Defendant in broken lines

Jno. Love. David Clark.

A. is 5 acres and 7/8 of the Plaintiffs land in possession of the Defendant.



B. is part of Lynes Addition part of Tripple Union.

Which being read and heard It is considered by the Judges of the Court here that the said Tom Cary lessee of the said John Stump Junior recover against the said Andrew Ferguson his Term aforesaid yet to come of and into the premises aforesaid by the Arbitrators aforesaid in manner and form aforesaid awarded; and that the said Tom Cary lessee of the said ~~John Stump Junr.~~ have thereof his possession against the said Andrew Ferguson &c. And it is also considered that that the said Tom Cary lessee of the said John Stump Junior recover against the said Andrew Ferguson the quantity of seven hundred and thirty four and one fifth pounds tobacco by the Court here unto him on his assent adjudged, for his costs and charges by him about his suit in this behalf laid out and expended; and the Defendant in mercy &c.

Test. John Gwinn Clk