Seebright lessee of the said Shipwith Coale, as to the said Charles Worthington by the Court here until the second tuesday of October next. — At which said second tuesday of October in the year of our Lord One thousand seven hundred and ninety eight, come again into the General Court here, as well the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid, as the said Charles Worthington by his attornies aforesaid: Thereupon, the Arbitrators aforesaid, pursuant to the order aforesaid, return to the Court here their award, in form following to wit. — We the Subscribers referees — appointed by the General Court for the Western Shore of the State of Maryland at October Term 1797 to settle a dispute depending in said Court between Shipwith Coale plaintiff & Charles Worthington Defendant, respecting the lines of three tracts of land situate lying and being in Harford County, Viz. Anns Lott, Stone Hill & Phillips's purchase, after hearing the allegations and proofs of both the said parties, do award that the second line of the tract of land called Anns Lott beginning as distinguished on the platt at the Letter B & so much of the third line thereof as runs to the giving line of Phillips's purchase be corrected by allowing four and a half degrees for variation, and that the lines of the tract of land called Phillips's purchase from the bounded Locust standing at the end of the north west 160. perches line thereof, be corrected by allowing a variation of four degrees and a half, until the same intersects the third line of the tract of land called Anns Lott & that the lines of the tract of land called Stone Hill be corrected from the letter B marked on the platt by allowing a variation of three degrees, and that the plaintiff in this suit pay all Costs arising thereon; Given under our hands this 24th day of September 1798. — William Wilson. — G. Christie. — Jacob Forwood.

Thereupon the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid prays that no Judgment may be entered upon the Award of William Wilson, Gabriel Christie, and Jacob Forwood, returned in this cause, for the following reasons: 1st. The Award ought not to be confirmed because the Arbitrators have awarded part of the Land (claimed by the plaintiff & within the defence taken by the Defendant) to the plaintiff and have also awarded that the plaintiff shall pay all the Costs of Suit which is contrary to Law — 2d. The award is uncertain, not final, nor does it decide the matter in controversy between the parties. — 3d That the said Award was obtained by Surprise, imposition and deception of the Arbitrators. — Whereupon day is given, as well to the said Thomas Seebright lessee of the said Shipwith Coale, as to the said Charles Worthington, by the Court here until the second tuesday of May next. — At which said second tuesday of May, in the year of our Lord thousand seven hundred and ninety nine, come again into the General Court here, as well the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid, as the said Charles Worthington by his attornies aforesaid; Whereupon further day is given, as well to the said Thomas Seebright lessee of the said Shipwith Coale as to the said Charles Worthington, by the Court here

until the second tuesday of October next. — At which said second tuesday of October in the year of our Lord One thousand seven hundred and ninety nine, come again into the General Court here, as well the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid, as the said Charles Worthington by his attornies aforesaid: Whereupon further day is given, as well to the said Thomas Seebright lessee of the said Shipwith Coale as to the said Charles Worthington by the Court here until the second tuesday of May next. — At which said second tuesday of May in the year of our Lord One thousand eight hundred, come again into the General Court here, as well the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid, as the said Charles Worthington by his attornies aforesaid: Whereupon further day is given, as well to the said Thomas Seebright lessee of the said Shipwith Coale, as to the said Charles Worthington, by the Court here, until the second tuesday of October next. At which said second tuesday of October in the year of our Lord One thousand eight hundred, come again into the General Court here, as well the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid, as the said Charles Worthington by his attornies aforesaid: Whereupon further day is given, as well to the said Thomas Seebright lessee of the said Shipwith Coale, as to the said Charles Worthington, by the Court here, until the second tuesday of May next. — And now at this day to wit, the said second tuesday of May, in the year of our Lord One thousand eight hundred and one, comes again into the General Court here the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid: And the said Charles Worthington doth not come: And the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid suggests to the Court here, that after the last continuance of the plea aforesaid, and before this day, the said Charles Worthington departed this life at the County aforesaid, and the same is not denied; Whereupon all and singular the premises being seen, and by the Court here fully understood, and mature deliberation being thereupon had, for that it seems to the Court here that the reasons assigned aforesaid, are not sufficient to set aside the said Award: And the said Thomas Seebright lessee of the said Shipwith Coale by his attornies aforesaid prays Judgment upon the said Award: Therefore it is considered by the Court here, that the said Thomas Seebright lessee of the said Shipwith Coale recover against the said Charles Worthington his Term aforesaid yet to come and unexpired, of, in and unto all that that a parcel of plantable land called Anns Lott lying and being in Harford County formerly called Baltimore County with the appurtenances containing Two hundred Acres of land, also one other tract or parcel of plantable land called Stone Hill lying and being in Harford County formerly called Baltimore County with the appurtenances containing seven hundred and four Acres of land, that the second line of the tract of land called Anns Lott, beginning as distinguished on the platt at the Letter B & so much of the third line thereof as runs to the giving line of Phillips's purchase be corrected by allowing four and a half degrees for variation, and that the lines of the tract of land called Phillips's purchase from the bounded Locust standing at the end of the North west one