Van Swearingen to be the beginning of the aforesaid tract of land, and that it was proved to be the beginning or ending of some one of the lines of Conococheague Manor, and further this Deponent saith not. — Elie Williams aged as above being sum.d & sworn on the part of the Defendant, and standing at a Stones at the end of 765 1/2 perches from the Stone aforesaid at the beginning of Chews Farm. deposeth & saith that the Stone now shewn was planted near a Stump proven by Van Swearingen to the best of this Deponents recollection to have stood on the division line between Conococheague Manor & Chews Farm. — Paul Hoye, aged 65 years, after being duly sum.d & sworn on the part of the Defendant deposeth as followeth, that he was appointed by Washington County Court one of the Commissioners to establish the boundaries of a tract of land called Chews Farm, and at the time of the execution of the said Commission the Stone now shewn was planted and proven by Thomas Prather and Van Swearingen to be the beginning of the aforesaid tract of land and that it was proved to be the beginning or ending of some one of the lines of Conococheague Manor, and further this Deponent saith not. — Paul Hoye, aged as above, being sum.d & sworn on the part of the Defendant & standing at a Stone at the end of 765 1/2 perches from the Stone aforesaid at the beginning of Chews Farm, deposeth and saith that the Stone now shewn was planted near a stump proven by Van Swearingen to the best of this Deponents recollection to have stood on the division line between Conococheague Manor and Chews Farm. — Thereupon the said Peter Peaceable lessee of the said Samuel Ringgold by his attornies aforesaid, offers himself ready for trial in the plea aforesaid; and the said Peter Malott by his attornies aforesaid, suggests to the Court here that he cannot safely proceed now here to the trial of this cause, and prays that this cause may be continued, upon payment of the costs of the Term; Therefore on motion of the said Peter Peaceable lessee of the said Samuel Ringgold by his attornies aforesaid, it is considered by the Court here, that the said Peter Peaceable lessee of the said Samuel Ringgold recover against the said Peter Malott, the sum of

for his Costs and charges by him sustained about his suit in this behalf since the last continuance of the plea aforesaid; whereupon the parties aforesaid by their attornies aforesaid pray leave of the Court here to amend the said plots and Certificates under the warrant of Resurvey aforesaid, returned to the Court here, in this cause, and to add thereto, if necessary, by the second Tuesday of May next, and to them it is granted; and the same are delivered to the Sheriff and Surveyor of Washington County aforesaid, for that purpose; And the Jurors of the Jury whereof mention is above made, not being called, do not come;

Therefore as before let a Jury thereon appear before the Court here, on the second Tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth; Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by Consent of the said parties by their attornies aforesaid, and by order of the Court here thereon is further continued until the said second Tuesday of May next.

And now at this day to wit, the said second Tuesday of May, being the Eleventh day of the said Month in the year of our Lord One thousand eight hundred and two, and the day of the return of the said warrant of Resurvey, plots and Certificates, come again into the General Court here as well the said Peter Peaceable lessee of the said Samuel Ringgold by his attornies aforesaid, as the said Peter Malott by his attornies aforesaid: And the Sheriff and Surveyor of Washington County aforesaid, to whom the said Warrant of Resurvey, plots and certificates were delivered for the purpose of amending the said plots and certificates, & adding thereto, if necessary, return the same to the Court here as amended, with the Depositions in form following to wit. — Theodore Malott aged forty eight or thereabouts after being summoned and sworn on the part of the Defendant, deposeth and saith that he has known the said Defendant fathirty two years and upwards exercise the right of ownership on the whole of the land claimed by the plaintiff which lies within the lines of the Resurvey on Peters Delight, and the Corrected Resurvey on Peters Delight, and that he has never known or heard of any act or ownership exercised on said land by any other person whatsoever that he has frequently known the said Defendant to cut Timber on different parts of said land. — Peter Malott aged about 31. years being duly summoned and sworn on the part of the Defendant deposeth and saith that he has known the said Defendant for twenty Years exercise the right of ownership on the whole of the land claimed by the Plaintiff which lies within the lines of the Resurvey on Peters Delight and the Corrected Resurvey on Peters Delight, and that he has never known or heard of any act or ownership exercised on said land by any other person whatsoever, that he has frequently known the said Defendant to cut timber on different parts of said land. — And thereupon, on motion of the said Peter Peaceable lessee of the said Samuel Ringgold by his attornies aforesaid, it is ruled by the Court here, that the said John Thruston, the Casual Ejector, the Tenant in possession, or those under whom they claim, to the Declaration aforesaid may answer, as to all the land therein mentioned for which no defence is taken on the plots returned in this cause, but the said John Thruston, nor the said Peter Malott, nor any other person or persons whatever, appear to the Declaration aforesaid, nor in any manner make answer thereto, as to the land aforesaid, but make default; Therefore it is considered by the Court here, that the said Peter