as amended: Whereupon the parties aforesaid, by their attornies aforesaid, pray leave of the Court here further 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 aforesaid, for that purpose; Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by order of the court here, is further continued until the said second tuesday of May next. —

At which said second tuesday of May being the twelfth day of the said month in the year of our Lord One thousand eight hundred and one, 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 Timothy Seckright lessee of the said Micajah Merryman by his attornies aforesaid, as the said Joseph Lewis and Mary his wife by their attorney aforesaid: and the sheriff and surveyor of Baltimore County aforesaid, to whom the said warrant of Resurvey, plots and certificates were delivered, for the purpose of amending the said plots and certificates, or adding thereto if necessary, return the same to the Court here, as amended, with three depositions, which are in form following to wit. — The affirmation of Jane Wilson aged forty five being duly summoned affirmeth and said that about thirty year ago a certain John Rennolds from Philadelphia purchased from a certain Andrew Steigar a Lot of ground now adjoining the property of Joseph Lewis and Mary his wife, which is the Lot of ground in dispute and at that time there was on said Lot an old Log House. And this affirmant further saith that the said Rennolds was in possession of the aforesaid property and that he the said Rennold obtained a Bond from the said Steigar binding him in the penal sum of Two hundred pounds for the conveyance of said property, and this affirmant also further saith that she this affirmant had been informed that said Rennold paid the sum of thirty or forty pounds to the said Steigar for the aforesaid property, and this affirmant still further saith that said Rennolds was in possession of the aforesaid property two or three years and then rented it to a certain Robert Humphry gave him possession by delivering him the said Humphry the Key of the old house standing on the said Lot and after which the said Robert Humphry, let the said property to a certain Doctor Moses Dawling who was to possess it on the said terms that the said Humphrys had it of the aforenamed Rennolds, and this affirmant further said not; Taken on the survey this 14th March 1801. — Jane Wilson

The Deposition of Edward D. Bussey aged above thirty six years and upwards being duly sworn deposeth and saith, about the year seventeen hundred and eighty one or the year seventeen hundred and eighty two, this Deponent lived with Isaiah Jackson who lived in the house now

occupied by Mary Lewis and said Jackson had also in possession at that time the lot of ground adjoining that is in dispute and that this Deponent had frequently been informed that the said property Isaiah Jackson rented from the Heirs of Abraham Sarrett, this Deponent further said that previous to his living with said Jackson, that he knew that said Jackson had been in possession of the aforesaid property some time, and this Deponent further said not. — Taken on the survey this fourteenth day of March 1801. — — E. D. Bussey. —

Whereupon the said Timothy Seckright lessee of the said Micajah Merryman by his attorney aforesaid offers himself ready for trial in the plea aforesaid; Thereupon the said Joseph Lewis and Mary his wife by their attorney aforesaid, suggest to the Court here that they cannot safely proceed now here to the trial of this cause because the plots and certificates returned to the Court here in this cause are defective, and pray a further day may be given by the Court here to amend the said plots and certificates, and to add thereto if necessary; And for that it appears to the Court here, that the said plots and certificates are defective and that an amendment thereof is necessary for the trial of the merits between the parties aforesaid in this cause, a further day is given by the Court here until the second tuesday of October next, to the parties aforesaid with consent of the said parties by their attornies aforesaid, to amend the said plots and certificates under the warrant of Resurvey aforesaid, and to add thereto if necessary: and the same are delivered to the sheriff and surveyor of Baltimore County aforesaid, for that purpose; Therefore it is considered by the Court here, that the said Timothy Seckright lessee of the said Micajah Merryman do recover against the said Joseph Lewis and Mary his wife the quantity of pounds of tobacco, for his costs and charges by him sustained about his suit in this behalf since the last continuance of the plea aforesaid; 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, is further continued until the said second tuesday of October next. —

At which said second tuesday of October being the thirteenth day of the said month in the year of our Lord One thousand eight hundred and one, and the day of the return of the aforegoing warrant of Resurvey, come again into the General Court here as well the said Timothy Seckright lessee of the said Micajah Merryman by Luther Martin his attorney, aforesaid, as the said Joseph Lewis and Mary his wife by Philip Barton Key and John Johnson their attornies: And the sheriff and surveyor of Baltimore County aforesaid, to whom the said warrant of Resurvey, plots and certificates were delivered for the purpose of amending the said plots and certificates, or adding thereto if necessary, return the same to the Court, as amended; Whereupon the said Timothy Seckright lessee of the said Micajah Merryman by his attorney aforesaid,