to him the said Titus and his Assigns from the last day of April then last past, until the full end and Term of fifteen years then next following fully to be compleat and ended; and that whereas also the aforesaid George Biscoe, on the aforesaid first day of May in the year aforesaid at the County aforesaid did demise unto the said Titus, one other undivided third part of the said Tract or parcel of Land first mentioned with the Appurtenances thereunto belonging to have and occupy the same with the Appurtenances to him the said Titus and his Assigns from the last day of April then last past, until the full End and Term of fifteen years then next following, fully to be compleat and ended; By virtue of which said several demises the said Titus into the several Tracts or Parcels of Land aforesaid with the Appurtenances did enter and was thereof possessed, and the said Titus, so being thereof possessed the said Richard afterwards towit, on the same first day of May in the year aforesaid, at Queen Ann's County aforesaid with force and arms and so forth, into the several Tracts or parcells of Land aforesaid with the Appurtenances, did enter, and him the said Titus from his Several Farms aforesaid, his Terms aforesaid then and yet not being passed, did eject and other harms to him the said Titus then and there did, to the great damage of him the said Titus, and against the Peace and so forth; wherefore the said Titus saith he is the worse and hath damage to the value of five thousand pounds Sterling money, and therefore he brings Suit and so forth.

Thomas Jennings for Plaintiff — Pledges &c. John Doe & Richard Roe.

At which said day, to wit, the second Tuesday of April Anno Domini one thousand seven hundred and eighty one, comes again the Parties aforesaid by their Attorneys aforesaid and thereupon further process of and upon the premises aforesaid between the Parties aforesaid by consent of the said Parties and their Attorneys aforesaid and by order of the Court here thereon was further continued until next Court.

At which said next Court towit the second Tuesday of September Anno Domini one thousand seven hundred and eighty one, comes again the Parties aforesaid by their Attorneys aforesaid And thereupon further process of and upon the premises aforesaid between the Parties aforesaid by consent of the said Parties and their Attorneys aforesaid and by order of the Court here thereon was further continued until the second Tuesday of April next. At which day, towit, the second Tuesday of April Anno Domini One thousand seven hundred and eighty two come again the Parties aforesaid

by their Attorneys aforesaid. Whereupon this cause being ready for trial, at the request of both Parties Plaintiffs and Defendant and by their consent it is ruled by the Court here that the same be referred to Major Ross, William Goldsborough, and Colonel William Richardson or any two of them on the following Terms vizt That if they, or any two of them should be of opinion, that the Plaintiffs, or either of them have a legal, equitable, or moral right or Title to the Land in Dispute, then the said Arbitrators, or any two of them shall award the said Land to the Plaintiffs, or such one of them in whom they shall find the said legal, equitable, or moral Right to be, and shall award the said Plaintiffs to reimburse and pay to the said Defendant, all the Costs he has actually expended in taking up, securing and defending the said Lands; but if the said Arbitrators or any two of them shall be of opinion that the said Plaintiffs or either of them have not a legal, moral, or equitable Right to the said Lands in dispute; then and in such Case the said Arbitrators or any two of them shall Award for the Defendant but shall not award the said Plaintiffs or either of them to pay costs to the Defendant.

It is further agreed between the Parties, that the aforesaid Arbitrators or any two of them shall have full Power and authority to settle and establish the Costs and Charges actually expended by the said Defendant in taking up, securing, and defending the said Land in dispute. And it is agreed that nothing for the use or profits of the said Land shall be deducted by the said Arbitrators from the Costs and Expences of taking up, securing and defending the said Land by the said Defendant. And it is further agreed between the Parties aforesaid that in case either of the said Arbitrators shall have power to nominate and appoint some other Person to Act in the place of the Person so refusing. And it is further Agreed that any Depositions of Witnesses to be taken by the said Arbitrators, or any of them shall be read in Evidence should this cause hereafter tried, through any default in the said Arbitrators, to act, or make an Award. And it is understood that such Depositions shall be admissible in Evidence, although the said Arbitrators, or either of them shall, neglect or refuse, to act, so that an Award cannot be duly made according to the Terms of this agreement.

It is further agreed between the Parties aforesaid that the aforesaid Arbitrators or any two of them shall award the Party or Parties against whom they may award to release all his and their right and Title in and to the same Land to the Party or Parties in whose favour the same Award shall be. And thereupon the Process between the Parties aforesaid was continued until the second Tuesday of September next. At which day towit, the second