

same by marking the lines, and setting up boundaries to prevent disputes hereafter and that each may know the situation of his lands. It is therefore agreed by us the subscribers parties to this agreement, that Joel Wright shall have full power and authority to ascertain the location of our respective lands so as to keep as near the original marked lines as the nature of the business will admit, and to survey mark and bound the same, and return a certificate of the lines, so run and boundaries fixed, to Frederick County Court, there to be recorded as evidence of our lands, and that each of the parties under the penalty of five hundred pounds current money demandable by and payable to the subscribers agreeing to such certificate, for the benefit of the party aggrieved shall agree to the same. It is further agreed that the subscribers shall each pay a proportional part of the expence of executing this Agreement according to his quantity of land and as the surveyor shall award. In Testimony whereof we have hereunto set our hands and affixed our seals the day and year aforesaid.

Witness  
Petrus pro cur

William <sup>his</sup> Pineman <sup>Seal</sup> Jacob <sup>his</sup> Houch <sup>Seal</sup> Peter <sup>his</sup> Ellikerell <sup>Seal</sup>

to which was annexed the following Certificates to wit:

The State of Maryland to wit, By virtue of, and pursuant to the above written agreement for ascertaining the location and marking, and bounding land bearing date the 8th day of September 1798. I hereby certify that I have carefully surveyed and bounded for the respective parties herein after mentioned the following described parts of a Tract of land called The Resurvey on Half a Acre Situate in Frederick County originally on the 8th day of July 1763 granted to Henry Fite for 500<sup>ac</sup> viz.

For William Pineman part of the said Resurvey on Half a Acre Beginning at a bounded black oak tree the beginning of the whole tract and running thence with an allowance of 2 1/4 for variation on the Courses of his deed for the said part to correspond with original marked lines S 2 1/2 E 79 p. to a stone S 87 3/4 W 227 p. to a stone at the end of 16 1/2 p. on the 10th line of a tract called Chestnut Ridge and with it pursued as marked and bounded N 30 1/2 W 5 p. to a stone then N 15 3/4 E 77 p. to a stone planted on the state line then by a straight line to the first Beginning Containing 107<sup>ac</sup> For Jacob Houch part of the said Resurvey on Half a Acre Beginning at the Beginning of the whole Tract and running thence with the first line of William Pineman's part S 2 1/2 E 79 p. to a stone still with said Pineman's part S 87 3/4 W 63 1/2 p. to a stone then by a line now agreed on between the said Jacob Houch and Peter Ellikerell it being near the old line marked for a divisional line between their respective parts of this said land S 23 1/2 E 117 1/2 p. to a stone planted on a line of George Startens part of the said Resurvey on Half a Acre and with said line agreeable to the original marks North S 53 1/2 E 139 1/2 p. to a stone set for a corner now agreed on by the parties interested then S 113 E 25 1/2 p. to a stone at the end of 1 1/2 p. on the 1st line of the whole Tract and with it pursued agreeable to the original marks N 70 3/4 E 12 1/2 p. to a stone N 17 1/2 E 40 p. to a stone N 22 3/4 E 107 p. to a stone on a line now agreed on between the said Jacob Houch