

graze in a field belonging to *Gilbert Murdock*, with his permission, and finding a few panels of the fence down, at the place spoken

or bring into this court, to be paid to Edward Norwood, the sum of £500; *third*, that each party release to the other all right to that part of *United Friendship* in his possession under their agreement; *fourth*, that Edward convey, transfer, and release, to Samuel, all right to the ferry in the bill mentioned, or to the profits thereof; *fifth*, that Samuel, on the first day of November, 1801, 1802, 1803, and 1804, pay or bring in as aforesaid, the sum of £375; that is to say, Samuel shall bring in, or pay the sum of £1,500, without interest, by four equal annual instalments; *sixth*, that on Samuel's failure, at any of the periods, to pay or bring in, he shall be liable to the usual execution or process, to compel him; *seventh*, that each party bear his own costs, those of recording to be equally divided.

Supposing the ferry to produce monthly £80, the annual amount is £960. But it is probable that the receipts will not be so great throughout the year as they have lately been. Suppose then an average of £70, that is, £80 each, for six months, and £60 each, for the other six months. We have then £840 for the amount of the year. From this £840 may be deducted for all expenses and contingencies, at least £140, which reduces the profits to £700, one-half of which is £350. To suppose this profit to continue, we must suppose that no other ferry to the federal city is to be erected—that the rates of ferriage are to continue, &c. &c. &c. In short, I should imagine a man entitled *in perpetuum*, to one-half of the ferry, carried on as it ought to be, and having no dispute whatever about his right, would make a good bargain in selling it for £2,000. But the right is not clearly established, Samuel Norwood claims the ferry landing as his own right; contends, that Edward Norwood has no right whatever, and that the agreement respecting the ferry was only for carrying it on in partnership for a very short term, or whilst the apparatus should last. In short, it is extremely doubtful, whether the Chancellor's decree will stand; and even, whether in the end Edward Norwood will have any right in the ferry, or if he should have such right, whether, under all circumstances, it may be profitable. Would it not then be prudent in Edward Norwood to accept the offer of about £1,250 for his share of the ferry, to be paid at four annual instalments? At what expense is his suit to be conducted! With what trouble and vexation is it to be carried on! How uncertain is the issue! and ruinous must the loss of his cause prove! Arguments for Samuel Norwood's acceptance of the proposed accommodation are equally powerful, supposing the Chancellor's decree to stand.

From this decree the defendant appealed, and gave his bond in the penalty of £2,000, with two sureties. A solicitor certified thus, 'the above sureties are sufficient.' Upon which the Chancellor endorsed the bond thus, 'sureties approved, 14th June, 1800.'

*November term, 1802.*—BY THE COURT OF APPEALS.—*Jones, Mackall, Potts, and Dennis.*—Decreed, that such part of the decree complained of, for ratifying and confirming the last stated account and report of the auditor, whereby the defendant was adjudged, and decreed to pay to the complainant the sum of £776 15s. 6d. with interest from the 31st of January, 1800, until the time of payment, be reversed. Decreed, also, that the complainant account with the defendant for the sum of £537 12s. 7d. being the amount of the one-half of the improvements erected on the said tract of land called *United Friendship*, at the time of the division thereof between the said parties, and that the defendant account with the complainant for the sum of £400, being the amount of the difference of soil, between the respective parts of the