him in default thereof; Whereupon the said Nathaniel Wilson by his Attorney aforesaid prays that a day may be given him for the assignment of errors of and upon the Record of proceedings of the Judgment aforesaid until next Court; and to him it is granted, the same day is given to the said Daniel, Adam, and John.

At which said next Court, to wit, the third Monday in December being the fifteenth day of the said Month in the year of our Lord one thousand eight hundred and six, which said day was given to the said Nathaniel Wilson for the assignment of errors of and upon the Record of proceedings of the Judgment aforesaid come again into the Court of Appeals here the parties aforesaid by their respective Attornies aforesaid; and the said Nathaniel Wilson by his Attornies aforesaid saith that in the Record of proceedings aforesaid; and also in the giving of Judgment aforesaid there is manifest error in this, to wit, that by the Record aforesaid it appears that the Judgment aforesaid in the plea aforesaid given, was given for the said Daniel Adam, and John against the said Nathaniel when by the law of the Land that Judgment ought to have been given for the said Nathaniel against the said Daniel, Adam and John, therefore in that there is manifest error, and he prays that the Judgment aforesaid for that error and others being in the Record of proceedings aforesaid may be reversed, annulled, and held entirely as void, and that he the said Nathaniel may be restored to all which he has lost by occasion of the said Judgment, and that the said Daniel, Adam and John may rejoin to the errors aforesaid, and so forth.

And the said Daniel, Adam & John by their Attorney aforesaid say there is no error in the Record of proceedings aforesaid, or in the rendition of the Judgment aforesaid, and pray that the Court here will proceed to the examination as well of the

the Record of proceedings aforesaid, as of the matters aforesaid by the said Nathaniel above for errors assigned and that the said Judgment may be in all things affirmed and so forth. But because the Court here, are not advised to give their Judgment of and upon the premises day therefore is given to the parties aforesaid before the Court here until the third Monday in June next to hear their judgment of and upon the premises, because the Court now here thereof are not &c.

And now at this day, to wit, the said third Monday in June being the fifteenth day of the said Month in the year of our Lord one thousand eight hundred and seven, come again into the Court of Appeals here the parties aforesaid by their respective Attornies aforesaid and the said Nathaniel Wilson by his said Attornies aforesaid, relinquishing his verification aforesaid above by his pretended, says that there is no error either in the Record of proceedings aforesaid or in giving the Judgment aforesaid.

Therefore it is considered by the Court here that the Judgment aforesaid given in form aforesaid be in all things affirmed and ratified; And it is further considered by the Court here that the said Daniel Reintzell, Adam King and John Threlkeld have execution against the said Nathaniel Wilson as well for his debt, damages costs and charges aforesaid so as aforesaid adjudged unto them in the said General Court, as also the sum of Ten Dollars and sixty five cents adjudged unto them by the Court here on their assent for their costs and charges which they have sustained by occasion of the execution of the Judgment aforesaid by means of the prosecuting the said writ of the State of Maryland for the correcting of errors by the said Nathaniel Wilson of and upon the premises and so forth.

Memorandum; Judgment affirmed in this cause on the second day of July in the year 1807 for the sum of six thousand seven hundred and twenty Dollars Current Money Debt, and nine hundred and sixty