given, was given for the said Joseph Dail against the said Henry Fingate when by the law of the land and in equity and good conscience that decree ought to have been given for the said Henry Fingate against the said Joseph Dail therefore in that there was manifest error, and he prayed that the decree aforesaid for that error and others being in the record of proceedings aforesaid might be reversed, annulled and held entirely as void and that he the said Henry Fingate might be restored to all things which he had lost by occasion of the said decree and that the said Joseph Dail might rejoin to the errors aforesaid and so forth. And thereupon it was ordered by the said Court of Appeals that the said Joseph Dail join in the errors by the said Henry Fingate above assigned in the record of proceedings aforesaid or Judgment by the said Court of Appeals would be rendered against him in default thereof. And the said Joseph Dail by his Attorney aforesaid prayed that a day might be given to him to join in the errors by the said Henry Fingate above assigned in the record of proceedings aforesaid, until the second Tuesday in June then next, and to him it was granted the same day was also given to the said Henry Fingate.

At which said second Tuesday in June being the eleventh day of the said month in the year of our Lord one thousand eight hundred and five which said day was given to the said Joseph Dail to join in the errors by the said Henry Fingate above assigned, came again into the said Court of Appeals the parties aforesaid by their Attornies aforesaid and the said Joseph Dail by his Attorney aforesaid said there was no error in the record of proceedings aforesaid nor in the giving of the decree aforesaid and he prayed that the said Court of Appeals would proceed to the examination aforesaid of the record of proceedings aforesaid as of the matters aforesaid by the said Henry Fingate above for error assigned and that the said decree might be in all things affirmed and so forth. But because the said Court of Appeals were not

advised what judgment to give of and upon the premises, day therefore was given to the parties aforesaid before the said Court of Appeals until the second Monday in November then next to hear the judgment of the said Court of Appeals of and upon the premises for that the said Court there of were not advised do so forth. At which said second Monday in November being the eleventh day of the said month in the year of our Lord one thousand eight hundred and five, came again into the said Court of Appeals the parties aforesaid by their Attornies aforesaid. But because the said Court of Appeals were not then advised what judgment to give of and upon the premises, a day therefore was further given to the parties aforesaid with the consent of the said parties by their Attornies aforesaid to come before the said Court on the second Tuesday in June then next to hear the Judgment of the said Court of Appeals of and upon the premises for that the said Court then [illegible]. And at this day towit, the third Monday in June being the sixteenth day of the said month in the year of our Lord one thousand eight hundred and six, until which day the appeal and proceedings were continued in virtue of certain acts of assembly for that purpose made and provided, came into the Court of Appeals here as were the said Henry Fingate by Philip Barton Key, Josiah Bayly and Samuel Chase junior his Attorneys as the said Joseph Dail by William Pinkney Martin and Arthur Shaaff his Attorneys. But because the Court of Appeals here and not advised what judgment to give of and upon the premises a day therefore is given to the parties aforesaid with the consent of the said parties by their Attornies aforesaid before the Court of Appeals here until the third Monday in December next to hear the judgment of the Court of Appeals here of and upon the said premises for that the Court now here and not [illegible].

At which said third Monday in December being the fifteenth day of the said month in the year of our Lord one thousand eight hundred and six, came again into the Court of Appeals here the parties aforesaid by their Attornies aforesaid. But because the Court of Appeals here