the said bill the sum so by the Plaintiff to be paid with interest should not in any manner be affected by the said agreement and that the Plaintiff in pursuance of the said agreement did on the twentieth day of March in the year one thousand eight hundred and two pay to the said bank the sum of one thousand eight hundred and ninety dollars being one half of what was then due on the said bill Whereupon the Defendant by his Counsel prayed the Court to direct the Jury that the Plaintiff if the Jury should believe the facts so offered in evidence by him is not entitled in Law to recover in this action the sum so paid by him to the said bank which opinion the Court refused to give and thereupon the Defendant by his Counsel prays leave to except and that the Court will sign and seal this his bill of Exceptions according to the form of the Statute in such Case made and provided which is accordingly done this twenty fifth day of November one thousand seven hundred and ninety six.

Joseph H Nicholson (Seal)
Jeb. Hollingsworth (Seal)

Therefore it is considered by the Court here that the said George Repold recover against the said Gabriel Wood as well the aforesaid sum of two thousand four hundred and nineteen dollars and twenty cents Current money by the Juror aforesaid in form aforesaid affirmed as also the quantity of one thousand three hundred and fifty two pounds of Tobacco by the Court here adjudged unto the said George Repold for his costs and charges by him about his suit in this behalf laid out and expended and the said Gabriel Wood in mercy and soforth. And thereupon the said Gabriel Wood by his attorney aforesaid prays an appeal from the Judgment aforesaid so as aforesaid rendered to the next Court of Appeals to be held for the Western Shore of the State of Maryland and the same is granted to him. It is therefore ordered by the Court here that the record of the proceedings aforesaid be transmitted to the said Court of Appeals and the same is transmitted accordingly.

Test. Wm Gibson Clk.

In Testimony that the aforegoing is a true Copy from the record and proceedings of Baltimore County Court in the above mentioned Cause.

Seal of Balto County Court

I have hereunto set my hand and affixed the seal of the County aforesaid this eleventh day of December in the year of our Lord one thousand eight hundred and six

William Gibson Clk. Balto County Court

And now come into the Court of Appeals here as well the said Gabriel Wood by Luther Martin and Walter Dorsey his attorneys as the said George Repold by James T Boyd Philip B Key, Robert Goodloe Harper and Thomas Buchanan his attorneys and thereupon on motion of the said George Repold by his attorney aforesaid it is ruled by the Court here that the said Gabriel Wood assign the error in the record of proceedings of the Judgment aforesaid brought before the Court here for correcting the error supposed to be therein or Judgment by the Court here will be rendered against him in default thereof and the said Gabriel Wood by his attorney aforesaid saith that in the record of proceedings aforesaid and also in the giving of Judgment

aforesaid

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 George Repold against the said Gabriel Wood when by the law of the Land that Judgment ought to have been given for the said Gabriel Wood against the said George Repold - 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 no and that he the said Gabriel Wood may be restored to all things which he hath lost by occasion of the said Judgment and he prays that the said George Repold may rejoin to the error aforesaid and soforth. and thereupon it is ruled by the Court here that the said George Repold join in the error by the said Gabriel Wood above assigned in the record of proceedings of the Judgment aforesaid or Judgment by the Court here will be rendered against him in default thereof. and the said George Repold by his attorney aforesaid prays that a day may be given him to join in the error by the said Gabriel Wood above assigned in the record of proceedings aforesaid until the third monday in June next and to him it is granted the same day is given to the said Gabriel Wood also.

At which 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 which said day was given to the said George Repold to join in the error by the said Gabriel Wood above assigned come again into the Court of appeals here the parties aforesaid by their respective attorneys aforesaid and the said George Repold by his attorney aforesaid says there is no error in the record of proceedings aforesaid or in the rendition of the Judgment aforesaid and he prays that the Court here will proceed to the examination as well of the record of proceedings aforesaid as of the matters aforesaid by the said Gabriel Wood above for error assigned and that the said Judgment may be in all things affirmed and soforth. 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 December next to hear their Judgment of and upon the premises for that the Court now here thereof are not advised and soforth.

At which said third monday in December being the twenty first 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 attorneys aforesaid. But because the Court here are not yet advised what judgment to give of and upon the premises a day is therefore further given to the parties aforesaid with the consent of the said parties by their attorneys aforesaid before the Court here until the third monday in June next to hear their Judgment of and upon the premises for that the Court now here as yet are not thereof advised and soforth.

At which said third monday in June being the twentieth day of the said month in the year of our Lord one thousand eight hundred and eight come again into the Court of appeals here the parties aforesaid by their attorneys aforesaid. But because the Court here are not yet advised what Judgment to give of and upon the premises a day is therefore further given to the parties aforesaid with the consent of the said parties by their attorneys aforesaid before the Court here until the

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