[illegible] day in June being the twenty day of the said month in the year of our Lord one thousand eight hundred and twenty one came again into the Court of Appeals here the parties aforesaid by their attorneys, but because the Court of Appeals here are not yet advised what judgment to give of and upon the premises a day therefore is further given to the parties aforesaid with the consent of the said parties by their attorneys aforesaid to come before the Court of Appeals here on the first Monday in December next to hear the judgment of the Court of Appeals of and upon the premises for that the Court not here are yet not advised.

At which said first Monday in December being the fourth day of the said month in the year of our Lord one thousand eight hundred and twenty one, came again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid upon the premises as aforesaid whereupon for the process of and upon the premises as aforesaid between the parties aforesaid it is by the said Court adjudged and ordered that the said judgment be affirmed and that the said Court do proceed further to consider thereof. The Court of Appeals here until the second Monday in June next, the same day is given to the said parties there then to hear the judgment of the Court of Appeals thereof of and upon the said premises and sequitur [illegible]

And now at this day to wit the second Monday in June being the twelfth day of the said month in the year of our Lord one thousand eight hundred and twenty one, came again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid, and the said James McDowell by his attorney aforesaid offers himself against the said Uncle Doby lessee as aforesaid of and upon the premises and prays that the

Court of Appeals here will proceed to the examination as well of the record of proceedings aforesaid as of the matters above for error assigned and that the said judgment may be in all things affirmed and sequitur, and for as much as the said Uncle Doby lessee as aforesaid doth not allege to the Court of Appeals here any matter or thing for the reversal of the judgment aforesaid not insisted upon the matters aforesaid by him above for error assigned, therefore it is considered by the Court of Appeals here that the judgment aforesaid in form aforesaid given be in all things affirmed and stand in full force and effect the said causes above for error assigned in any wise notwithstanding and it is further considered by the Court of Appeals here that the said James McDowell have execution against the said Uncle Doby lessee as aforesaid as well for the costs and charges aforesaid so as aforesaid adjudged unto him in the said County Court of Harford as also for the sum of fifty eight Dollars and eighty five cents adjudged unto him by the Court of Appeals here on his assent for his costs and charges which he hath sustained by occasion of the delay of the execution of the judgment aforesaid by pretext of the prosecution of the said appeal by the said Uncle Doby lessee as aforesaid for the concealing of errors of and upon the premises as aforesaid prosecuted and sequitur

Memorandum. Judgment was affirmed nisi in this case and made absolute on the seventh day of July one thousand eight hundred and twenty one and execution awarded for the sum of one hundred and sixteen Dollars and twenty four cents in the County Court and fifty eight Dollars and eighty cents in the Court of Appeals

Test Thomas Harris Clk