as also all cost and damages that shall be awarded by the said Court of appeals then this bond to be and remain in full force and vertue otherwise of no effect.

Signed sealed and delivered in the presence of W Williams — Wm A Llewellin (Seal), George Neale (Seal), Enoch Neale (Seal)

which being read and heard and the securities in the said bond being by John R Plater Esquire one of the associate judges of the first judicial District the 18th day of January 1823 approved. It is therefore ordered by the said judge that the record and proceedings aforesaid in the plea aforesaid with all things thereunto relating be transmitted to the said Court of appeals to be held for the Western Shore and the same and transmitted to the said Court accordingly.

Test Jo Harris Clk

Saint Marys County court

I hereby certify that the aforegoing is truly taken from the record of proceedings of Saint Marys County Court.

In Testimony whereof I have hereunto set my hand and affixed the seal of my office this fifth day of May in the year of our Lord one thousand eight hundred and twenty three (Seal)

Jo Harris Clk Marys County Ct.

And now come into the Court of Appeals here as well the said William A Llewellin by Raphael Neale his attorney as the said Philip Greenwell by Henry Ashton his attorney and thereupon on motion of the said Philip Greenwell by his attorney aforesaid it is ruled by the Court here that the said William A Llewellin assign the errors in the record of proceedings aforesaid or in the giving the judgment aforesaid so as aforesaid brought before the Court of appeals here for correcting the errors supposed to be therein or judgment by the Court of appeals here will be entered against him in default thereof and the said William A Llewellin by his attorney aforesaid says 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 Philip Greenwell against the said William A Llewellin when by the law of the land

that judgment ought to have been given for the said William A Llewellin against the said Philip Greenwell 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 William A Llewellin may be restored to all things which he hath lost by occasion of the said judgment and that the said Philip Greenwell may rejoin to the errors aforesaid and so forth. And thereupon it is ruled by the Court of Appeals here that the said Philip Greenwell join in the errors by the said William A Llewellin above assigned in the record of proceedings aforesaid or judgment by the Court of appeals here will be rendered against him in default thereof. And the said Philip Greenwell by his attorney aforesaid prays that a day may be given to him to join in the errors by the said William A Llewellin above assigned in the record of proceedings aforesaid until the first monday in December next and to him it is granted the same day is also given to the said William A Llewellin.

At which said first monday in December being the first day of the said month in the year of our Lord one thousand eight hundred and twenty three which said day was given to the said Philip Greenwell to join in the errors by the said William A Llewellin above assigned come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid and the said Philip Greenwell by his attorney aforesaid says there is no error in the record of proceedings aforesaid nor in the giving of the judgment aforesaid and he prays that the Court of appeals here will proceed to the examination as well of the record of proceedings aforesaid as of the matters aforesaid by the said William A Llewellin above for error assigned and that the said judgment may be in all things affirmed and so forth. thereupon further process of and upon the premises between the parties aforesaid is by vertue of an act of assembly in such case made and provided further continued before 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 here of and upon the said premises and so forth.

And now at this day to wit the said second monday in June being the fourteenth day of the said month in the year of our Lord one thousand eight hundred and twenty four come again into the Court