his attorney and thereupon on motion of the said Joseph Haller by his attorney aforesaid it is ruled by the Court here that the said John Mantz 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 the correcting of errors supposed to be therein or judgment by the Court of appeals here will be entered against him in default thereof. And the said John Mantz 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 Court that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given was given for the said Joseph Haller against the said John Mantz when by the law of the land that judgment ought to have been given for the said John Mantz against the said Joseph Haller 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 John Mantz may be restored to all things which he hath lost by occasion of the said judgment and that the said Joseph Haller may rejoin to the errors aforesaid and so forth. And thereupon it is ruled by the Court of appeals here that the said Joseph Haller join in the errors by the said John Mantz 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 Joseph Haller by his attorney aforesaid prays that a day may be given to him to join in the errors by the said John Mantz 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 John Mantz.

At which said first monday in December being the second day of the said month in the year of our Lord one thousand eight hundred and twenty two which said day was given to the said Joseph Haller to join in the errors by the said John Mantz above assigned come again into the Court of appeals here the parties aforesaid by their attorneys aforesaid and the said Joseph Haller 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 John Mantz 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 virtue 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 ninth day of the said month in the year of our Lord one thousand eight hundred and twenty three come again into the Court of appeals here the parties aforesaid by their attorneys aforesaid and the said Joseph Haller by his attorney aforesaid offers himself against the said John Mantz 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 ~~aforesaid~~ for error assigned and that the said judgment may be in all things affirmed and so forth and for as much as the said John Mantz doth not allege to the Court of appeals here any matter or thing for the reversal of the judgment aforesaid nor insist 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 anywise notwithstanding and it is further considered by the Court of appeals here that the said Joseph Haller have execution against the said John Mantz as well for the debt damages costs and charges aforesaid so as aforesaid adjudged unto him in the said County Court of Frederick as also for the sum of ten dollars and eighteen cents adjudged unto him by the Court of appeals here on his appeal 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 John Mantz for the correcting of errors of and upon the premises as aforesaid prosecuted and so forth.

Memorandum. Judgment was affirmed here in this case and made absolute on the twelfth day of July eighteen hundred and twenty three and execution awarded for the sum of fourteen hundred and eighty eight dollars current money Debt and one thousand dollars current money Damages and costs. To be released on payment of fourteen hundred and eighty eight dollars with interest from the twentieth of November eighteen hundred and twenty until paid and seven dollars and seventy five cents costs and the above costs.

Test. Th Harris clk

Stevens Gambrill vs Jonathan Pinkney, admor of Horatio G Munroe

Be it remembered that heretofore to wit on the fourteenth day of June in the year of our Lord one thousand eight hundred and twenty two Stevens Gambrill by William A Marriott his attorney prosecuted and sued forth out of the Court of Chancery of the State of Maryland the writ of the said State for the correcting of errors directed to the Honourable the Judges of the third Judicial District in the words and of the tenor following to wit:

Maryland Set. The State of Maryland To the honourable the Judges of the third Judicial District greeting Because in the record and process and also in the rendering of judgment in a certain action brought by Jonathan Pinkney administrator of Horatio G Munroe against Stevens Gambrill in Anne Arundel County Court for the sum of two hundred dollars current money Damages and costs. To be released on payment of sixty