been given for the said John Doe lessee as aforesaid against the said David Lynn 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 Doe lessee as aforesaid may be restored to all things which he hath lost by occasion of the said judgment and that the said David Lynn may rejoin to the errors aforesaid and so forth and thereupon it is ruled by the Court of appeals here that the said David Lynn join in the errors by the said John Doe lessee as aforesaid 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 David Lynn by his attorneis aforesaid prays that a day may be given to him to join in the errors by the said John Doe lessee as aforesaid 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 Doe lessee as aforesaid.

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 which said day was given to the said David Lynn to join in the errors by the said John Doe lessee as aforesaid above assigned come again into the Court of appeals here the parties aforesaid by their attorneis aforesaid and the said David Lynn by his attorneis aforesaid say 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 Doe lessee as aforesaid 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.

At which said second monday in June being the eleventh day of the said month in the year of our Lord one thousand eight hundred and twenty one come again into the Court of Appeals here the parties aforesaid by their attorneis aforesaid: 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 attorneis 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 here of and upon the premises for that the Court now here as yet are not &c.

At which said first monday in December being the third day of the said month in the year of our Lord one thousand eight hundred and twenty one come again into the Court of appeals here the parties aforesaid by their attorneis aforesaid thereupon further process of and upon the premises aforesaid 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.

At which said second monday in June being the tenth day of the said month in the year of our Lord one thousand eight hundred and twenty two come again into the Court of Appeals here as well the said John Doe lessee as aforesaid by his attorneis aforesaid as the said David Lynn by Frederick A Schley Robert G Harper, Roger Perry and Upton Lawrence his attorneis and the parties aforesaid by their attorneis aforesaid file in Court here the following agreements to wit:

Thomas Beale of Samuel Lessee " David Lynn	Court of Appeals for the Western Shore June Term 1822 Error in Eject. In this case the clerk of Washington County Court not having sent the plats with the record whereby the cause cannot be tried at this term it is agreed to save the necessity of a writ of diminution that the plats in the cause shall be sent up to the Court of Appeals by the next term and filed in the cause and shall have the same operation and effect as if the same had been originally sent up with the record June 17th 1822. R B Taney for appellant Fredk A Schley for appellee
Beale " Lynn	It is agreed that the record in this case be amended by inserting the usual confession of lease entry and ouster June 21st 1824 R B Taney for appellant Rob G Harper for appellee

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 attorneis aforesaid before the Court of appeals here until the first monday in December next to hear the judgment of the Court of appeals here of and upon the premises for that the Court now here as yet are not &c.

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 come again into the Court of appeals here the parties aforesaid by their attorneis aforesaid thereupon further process of and upon the premises aforesaid 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