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his bill of exception which is accordingly signed this tenth day of March one thousand Eight hundred and twenty five.

Cha^s J Kilgour (seal)
J H Wilkinson (seal)

And whereas afterwards to wit. on the fifth day of april in the year of our Lord one thousand eight hundred and twenty five the said Elisha D Berry came and entered an appeal from the Judgment aforesaid to the Court of appeals of the Western Shore of the State aforesaid.

Whereupon, the record and proceedings aforesaid with all things thereunto relating are hereby transmitted to the Court of appeals of the said State accordingly

Test. Upton Beall Clk.

Maryland Set. Montgomery County, Set.

I hereby certify that the aforegoing Transcript is truly taken from the record and proceedings of the County Court aforesaid.

Seal of Montgomery County Court

In Testimony whereof I have hereto set my name and the seal of my Office this sixth day of June Eighteen hundred and twenty five.

Upton Beall Clk
Mont^y County Court.

Plaintiffs costs . $19. 80cts
Defendants costs . 39. 70 cts.

And now come into the Court of Appeals here, as well the said Elisha D Berry by Benjamin S Forrest and Jacob Magruder his attornies, as the said Richard H Griffith by John A J Kilgour his attorney; and thereupon on motion of the said Richard H Griffith by his attorney aforesaid, it is ruled by the Court here, that the said Elisha D Berry 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 Elisha D Berry 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 Richard H Griffith against the said Elisha D Berry when by the law of the land that judgment ought to have been given for the said Elisha D Berry against the said Richard H Griffith 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 Elisha D Berry may be restored to all things which he hath lost by occasion of the said judgment, and that the said Richard H Griffith may rejoin to the errors aforesaid, and so forth: And thereupon it is ruled by the Court of Appeals here, that the said Richard H Griffith join in the errors by the said Elisha D Berry 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 Richard H Griffith by his attorney aforesaid, prays that a day may be given to him to join in the errors by the said Elisha D Berry 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 Elisha D Berry.

At which said first Monday in December being the fifth day of the said month, in the year of our Lord one thousand eight hundred and twenty five which said day was given to the said Richard H Griffith to join in the errors by the said Elisha D Berry above assigned, come again into the Court of Appeals



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here, the parties aforesaid, by their attornies aforesaid; and the said Richard H Griffith by his Attorney 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 Elisha D Berry 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 twelfth day of the said month, in the year of our Lord one thousand eight hundred and twenty six come again into the Court of Appeals here, as well the said Elisha D Berry by Benjamin S Forrest, Jacob Magruder and Alexander C Magruder his attornies, as the said Richard H Griffith by John A J Kilgour, Francis Key and Charles S McCoy his attornies: 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 attornies 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, and so forth.

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 six, come again into the Court of Appeals here the parties aforesaid, by their attornies 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 eleventh day of the said month, in the year of our Lord one thousand eight hundred and twenty seven come again into the Court of Appeals here, the parties aforesaid, by their attornies 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 attornies 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, and so forth.

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 seven come again into the Court of Appeals here, the parties aforesaid, by their attornies 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.

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 eight come again into the Court of appeals here the parties aforesaid, by their attornies aforesaid, Whereupon as well the record and proceedings aforesaid, and the judgment given in form aforesaid, as the matters aforesaid, by the said Elisha D Berry above for error assigned, being seen, and by the Court of Appeals