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the Court of Appeals here the record of proceedings of a cause which was lately depending before him in the Court of Chancery, between Gustavus Mc Ilhenny complainant and James Plummer defendant, and wherein the said Court of Chancery passed a Decree for the said Gustavus Mc Ilhenny against the said James Plummer and from which said Decree the said James Plummer appealed to the Court of Appeals here, the tenor of which said record of proceedings is in form following to wit:

(See record bound up in book J.H. N° A. O.)

And now come into the Court of Appeals here, as well the said James Plummer by William H. Marriott his attorney, as the said Gustavus Mc Ilhenny by James Boyle his attorney: and thereupon, on motion of the said Gustavus Mc Ilhenny, by his attorney aforesaid, it is ruled by the Court here, that the said James Plummer assign the errors in the record of proceedings aforesaid, or in the giving the Decree 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 by default thereof: And the said James Plummer by his attorney aforesaid, says, that in the record of proceedings aforesaid, and also in the giving of Decree aforesaid, there is manifest error in this Court, that by the record aforesaid it appears that the Decree aforesaid in the plea aforesaid given, was given for the said Gustavus Mc Ilhenny against the said James Plummer when by the law of the land that Decree ought to have been given for the said James Plummer against the said Gustavus Mc Ilhenny therefore in that there is manifest error; and he prays that the Decree 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 James Plummer may be restored to all things which he hath lost by occasion of the said Decree and that the said Gustavus Mc Ilhenny may rejoin to the errors aforesaid, and so forth: And thereupon it is ruled by the Court of Appeals here, that the said Gustavus Mc Ilhenny, join in the errors by the said James Plummer 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 Gustavus Mc Ilhenny by his attorney aforesaid, says there is no error in the record of proceedings aforesaid nor in the giving of the Decree 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 James Plummer above for error assigned, and that the said Decree 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.

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At which 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 attorneys 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 first Monday in December 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 first Monday in December being the first 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 attorneys 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 attorneys aforesaid, before the Court of Appeals here, of and upon the premises, for that the Court now here as yet are not and so forth.

And now at this day to wit, the said second Monday in June, being the eighth day of the said month in the year of our Lord one thousand eight hundred and twenty nine come again into the Court of Appeals here, the parties aforesaid, the parties aforesaid, by their attorneys aforesaid: and the said Gustavus Mc Ilhenny, by his attorney aforesaid, offers himself against the said James Plummer 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 Decree may be in all things affirmed and so forth: and for as much as the said James Plummer doth not allege to the Court of Appeals here, any matter or thing for the reversal of the Decree 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 Decree 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 Gustavus Mc Ilhenny have execution against the said James Plummer for the sum of twenty dollars and seven 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 Decree aforesaid, by pretext of the prosecution of the said appeal by the said James Plummer for the correcting of errors of and upon the premises as aforesaid prosecuted, and so forth. Memorandum. Decree was affirmed Nisi in this case and made absolute on the twenty second day of July eighteen hundred and twenty nine. That the land in the proceedings mentioned be sold for the payment of two hundred dollars with interest from the 12th day of March 1828 till paid and the costs of recording the mortgage mentioned and costs and costs. Test. John Johnson Clk