Peach 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 Nathan Waters may be restored to all things which he hath lost by occasion of the said judgment, and that the said Samuel Peach may rejoin to the errors aforesaid and so forth: And thereupon it is ordered by the Court of Appeals here, that the said Samuel Peach join in the errors by the said Nathan Waters 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 Samuel Peach by his attorney aforesaid, prays that a day may be given to him to join in the errors by the said Nathan Waters 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 Nathan Waters likewise &c. 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, which said day was given to the said Samuel Peach to join in the errors by the said Nathan Waters above assigned, come again into the Court of Appeals here, the parties aforesaid, by their attorneys aforesaid; and the said Samuel Peach 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 Nathan Waters 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, then 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 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, 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, 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 seventh 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, 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, until the second Monday in June 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 second Monday in June being the fourteenth day of the said month, in the year of our Lord one thousand eight hundred and thirty, 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, 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 sixth day of the said month, in the year of our Lord one thousand eight hundred and thirty 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, until the second Monday in June 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 second Monday in June being the thirteenth day of the said month, in the year of our Lord one thousand eight hundred and thirty one 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, 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. And now at this day to wit, the said first Monday in December being the fifth day of the said month, in the year of our Lord one thousand eight hundred and thirty one, come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid. Whereupon as well the record and proceedings aforesaid, and the judgment given in form aforesaid, as the matters aforesaid, by the said Nathan Waters above for error assigned, being