charged. It is admitted that there remains due and in arrear the sum of $214. with an average interest from the first day of July 1828 for rent stated and reserved in and by the lease aforesaid, to be payable thereby. And further admitted that there has been paid by the defendant for taxes assessed upon the premises since the 1st of January 1825. the sum of fifty one dollars and 56 cents in equal or nearly equal annual payments. Upon the foregoing statement, the following questions are submitted to this Court.

First. Are the taxes assessed upon and chargeable against the premises aforesaid, due from, and payable by the plaintiff or the Defendant?

Second. If the whole of the taxes is not payable by either party, what portion is payable by the plaintiff, and what portion by the defendant? It is further agreed that the Court shall enter up judgment, either for the whole of the rent stated to be in arrear, or for such balance as shall by them be decided to be due according to their decision upon the foregoing questions. It is finally agreed that all errors in the pleadings be mutually released, and that either party or both parties may appeal to the Court of Appeals.

Nath. Williams Attorney for Plaintiff
J. Glenn attorney for Defendant.

Whereupon all and singular the premises by the Court here being seen heard and fully understood, and mature deliberation thereupon had for that it appears to the Court here that the said Elizabeth Young is entitled to recover upon her claim as set forth in the aforegoing statement of facts for the opinion of the Court thereupon. Therefore it is considered by the Court here that the said Elizabeth Young recover against the said Christopher Hughes, as well the sum of seven hundred dollars current money, the damages in the declaration aforesaid mentioned to be sustained, by occasion of the breaches of the covenant aforesaid, as the sum of five dollars, forty eight cents and one third of a cent, by the Court here into the said Elizabeth Young on her assent adjudged for her costs and charges by her about her suit in this behalf laid out and expended, and the said Christopher Hughes in mercy and so forth.

Memorandum. Judgment was rendered in this cause on the twentieth day of February eighteen hundred and twenty nine for the damages laid in the declaration and costs of suit. The said damages to be released on payment of two hundred and fourteen dollars with interest from the first day of July eighteen hundred and twenty eight and costs.

And afterwards to wit, on the thirtieth day of November in the year of our Lord one thousand eight hundred and twenty nine the said Christopher Hughes by his attorney aforesaid, by writ and in pursuance of an act of the General Assembly of Maryland, passed at



November Session Eighteen hundred and eleven entitled "A supplement to the act entitled "an act for regulating writs of Error and granting appeals from and to the Courts of Common Law within this Province" did apply to and direct the Clerk of Baltimore County Court to enter an appeal from the judgment aforesaid, so as aforesaid rendered to the Court of Appeals for the Western Shore of the State of Maryland. Whereupon in virtue of the said act of Assembly and in pursuance of the application and direction aforesaid, a record of the proceedings in the plea aforesaid, with all things thereunto relating is transmitted to the said Court accordingly.

Test Wm. Gibson Clk

In Testimony that the aforegoing is truly taken from the record of proceedings of Baltimore County Court. I have hereto subscribed my name and affixed the seal of said Court, this first day of December in the year of our Lord one thousand eight hundred and twenty nine.

(Seal)

Wm. Gibson Clk

And now come into the Court of Appeals here as well the said Christopher Hughes by John Glenn and Thomas Y. Walsh his attorneys, as the said Elizabeth Young by Reverdy Johnson and Nathaniel Williams her attorneys: and thereupon, on motion of the said Elizabeth Young by her attorneys aforesaid, it is ruled by the Court here that the said Christopher Hughes 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 Christopher Hughes by his attorneys 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 Elizabeth Young against the said Christopher Hughes, when by the Law of the Land that judgment ought to have been given for the said Christopher Hughes against the said Elizabeth Young, Wherefore 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 Christopher Hughes may be restored to all things which he hath lost by occasion of the said judgment, and that the said Elizabeth Young may rejoin to the errors aforesaid and so forth: And thereupon it is ruled by the Court of Appeals here that the said Elizabeth Young join in the errors by the said Christopher Hughes above assigned in the record of proceedings aforesaid, or judgment by the Court of Appeals here will be rendered against her in default thereof. And the said Elizabeth