being the first day of the said month, in the year of our Lord one thousand eight hundred and thirty four comes again into the Court of Appeals here the parties aforesaid, by their attorneys aforesaid. Whereupon as well the record and proceedings aforesaid, and the December term in form aforesaid, as the matters aforesaid, by the said Patrick Doughterty above for error assigned seen, and by the Court of Appeals here fully understood, and mature deliberation thereupon had, for that it appears to the Court of Appeals here, that there is error in the record of proceedings aforesaid, and also in the giving of the Decree aforesaid: Therefore the Court of Appeals here, proceeded to pass such a Decree as the Court of Chancery ought to have passed. This cause has been argued before us by the Counsel of the parties, and we have since carefully examined and considered the record; and being of opinion that the Chancellor erred in decreeing that the appellee should be allowed for the permanent improvements made by him on the Mortgaged premises. It is thereupon, this 21st. day of January in the year 1835, adjudged ordered and decreed by the Court of Appeals for the Western Shore of Maryland, that the decree of the Chancellor in this case passed on the 7th. of September in the year 1833 so far as the same directs that the appellee shall be allowed for the permanent improvements of the Mortgaged property in the proceedings mentioned, be, and the same is hereby reversed. And it is further adjudged, ordered, and decreed, that the aforesaid decree of the Chancellor of the 9th. of September 1833, be in all other respects affirmed, and stand in full force, except, that the accounts to be stated between the parties, of the Mortgage debt, and interest, and the rents and profits of the Mortgaged premises, shall be taken up to such period, as to the Chancellor may seem proper, and that upon the payment of the sum which may thus be found due from the appellant to the appellee, the appellee shall convey to the appellant, by a good and sufficient deed to be executed, and acknowledged according to law, his the appellee's right, title and interest, in and to the aforesaid Mortgaged premises, as Mortgagee aforesaid. And it is further adjudged ordered and decreed that the appellee pay to the appellant the costs incurred by him in this Court, and this case is hereby remanded to the Court of Chancery to the end, that his honor the Chancellor, may pass the necessary orders, for carrying this decree into effect.

Test John Johnson, Clerk.

Gideon White
vs
George Barber

It is remembered, That now here on the First Monday in December being the second day of the said Month, in the year of our Lord, one thousand eight hundred and thirty three the Chancellor of Maryland, in pursuance of the directions of the Act of Assembly in such cases made and provided, transmits to the Court of Appeals here, the record of proceedings of a certain cause which was lately depending before him in the Court of Chancery between George Barber complainant and Gideon White

defendant, and wherein the said Court of Chancery passed a Decree for the said George Barber against the said Gideon White and from which said Decree the said Gideon White 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 I.I. No. 4.3.)

And now come into the Court of Appeals here, as well the said Gideon White by Alexander Randall and Nicholas Brewer his Attorneys as the said George Barber by James Murray his Attorney, and thereupon, on motion of the said George Barber by his Attorney aforesaid, it is ruled by the Court here, that the said Gideon White assign the errors in the record of proceedings aforesaid or in the giving the Decree aforesaid, so as so said 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 Gideon White by his attorneys 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 cause aforesaid given, was given for the said George Barber against the said Gideon White when by the law of the land, that Decree ought to have been given for the said Gideon White against the said George Barber 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 Gideon White may be restored to all things which he hath lost by occasion of the said Decree and that the said George Barber may rejoin to the errors aforesaid, and so forth. And thereupon it is ruled by the Court of Appeals here, that the said George Barber join in the errors by the said Gideon White 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 George Barber by his Attorney aforesaid prays that a day may be given to him to join in the error by the said Gideon White above assigned in the record of proceedings aforesaid, until the Second Monday in June next, and to him it is granted, the same day is also given to the said Gideon White. And 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 thirty four which said day was given to the said George Barber to join in the errors by the said Gideon White above assigned, come again into the Court of Appeals here, the parties aforesaid by their attorneys aforesaid: and the said George Barber 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 Gideon White 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