December Term 1838.

force and virtue otherwise of no effect. Charles I. Carroll (Seal)
Signed sealed and delivered in the presence of } Henry Sewall (Seal)
Robt. Bolton (Seal)

In pursuance whereof and of the act of Assembly in such case made and provided a transcript of the proceedings in the plea aforesaid with all things thereunto relating is hereby transmitted to the said Court of Appeals to be held for the Western Shore on the first Monday in December next.

Test. Aquila Beall, Clk.

Maryland Prince Georges County Sct. I hereby certify that the transcript and proceedings within contained are faithfully and truly taken and copied from the record of proceedings of said County Court.

(Seal) In Testimony whereof I have hereunto subscribed my name and affixed the seal of my office this first day of October A.D. 1838.

Aquilea Beall, Clk. of P.G. Coty. Ct.

And now come into the Court of Appeals here as well the said Charles I. Carroll by John B. Brooke his attorney as the said Jonathan T. Burch by Edwin M. Dorsey and Julius Forrest his attorneys; and thereupon on motion of the said Jonathan T. Burch by his attorneys aforesaid it is ruled by the Court here, that the said Charles I. Carroll 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 there will be entered against him in default thereof and the said Charles I. Carroll 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 Jonathan T. Burch against the said Charles I. Carroll when by the law of the land, that judgment ought to have been given for the said Charles I. Carroll against the said Jonathan T. Burch 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 Charles I. Carroll may be restored to all things which he hath lost by occasion of the said judgment and that the said Jonathan T. Burch may rejoin to the errors aforesaid and so forth. And thereupon it is ruled by the Court of Appeals here, that the said Jonathan T. Burch join in the errors by the said Charles I. Carroll 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 Jonathan T. Burch by his attorneys aforesaid prays that a day may be given to him to join in the errors by the said Charles I. Carroll 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 Charles I. Carroll. 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 which said day was given to the said Jonathan T. Burch to join in the errors by the said Charles I. Carroll above assigned come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid; and the said Jonathan T. Burch by his

December Term 1838.

attorneys 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 Charles I. Carroll 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 first Monday in December next, the same days 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 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; and the said Jonathan T. Burch by his attorneys aforesaid offers himself against the said Charles I. Carroll 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 judgment may be in all things affirmed and so forth; and forasmuch as the said Charles I. Carroll doth not allege to the Court of Appeals here any matter or thing for the reversal of the judgment aforesaid now insist upon the matters aforesaid by him above for error assigned. Therefore it is considered by the Court of Appeals here that the judgment 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 anywise notwithstanding; and it is further considered by the Court of Appeals here that the said Jonathan T. Burch have execution against the said Charles I. Carroll, as well for the debt damages costs and charges aforesaid so as aforesaid adjudged unto him in the said County Court of Prince Georges County as also for the sum of nine dollars and seventy two cents adjudged unto him by the Court of Appeals here, on his assent for his costs and charges which he had sustained by occasion of the delay of the execution of the judgment aforesaid by pretext of the prosecution of the said appeal by the said Charles I. Carroll for the correcting of errors of and upon the premises as aforesaid prosecuted and so forth. Memorandum - Judgment was affirmed nisi in this case and made absolute on the twenty third day of December Eighteen hundred and twenty nine and execution awarded for the sum of two hundred dollars current money debt, five hundred dollars current money damages, six dollars eighteen and one third cents costs on original Judgment five dollars twenty six and two third cents costs on Judgment on Sci fa and costs To be released upon the payment of two hundred dollars with interest from twelfth June eighteen hundred and nineteen til paid and the above costs and costs.

Test, John Johnson, Clerk. &.

Jonathan T. Burch use of Thomas Brooke and Thomas B. Crawford
vs
Charles I. Carroll

Be it remembered That heretofore to wit on the first day of July in the year of our Lord one thousand eight hundred and thirty Jonathan T. Burch by E. M. Dorsey his attorney prosecuted and sued forth out of the Court of Appeals here a writ of the State of Maryland of Fieri facias to the Sheriff of Saint Marys County directed in the words and figures following to wit: Maryland, &c. The State of Maryland to the Sheriff of Saint Marys County (Seal) Greeting: Whereas at a County Court begun and held at Upper Marlborough