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the Court here that a Transcript of the Record and Proceedings in the cause aforesaid with all things thereunto relating be transmitted to the said Court of Appeals and the same is transmitted accordingly.

Test, Thos. Kell, Clk.

In testimony that the aforegoing is a full and true transcript of the proceedings in the cause aforesaid taken from the record of proceedings of Baltimore County Court as a Court of Equity - I have hereto subscribed my name and affixed the seal of said Court this third day of December eighteen hundred and forty two.

(Seal)

Thos. Kell, Clk. of Balto. County Court.

And now come into the Court of Appeals here, as well the said Gerard Hopkins by George M. Gill his attorney, as the said United States Insurance Company of Baltimore by George R. Richardson and John Glenn, their attorneys; and thereupon on motion of the said United States Insurance Company of Baltimore by their attorneys aforesaid, it is ruled by the Court here, that the said Gerard Hopkins 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 in default thereof: And the said Gerard Hopkins 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, to wit, that by the record aforesaid, it appears that the decree aforesaid in the cause aforesaid given was given for the said United States Insurance Company of Baltimore against the said Gerard Hopkins when by the law of the land that decree ought to have been given for the said Gerard Hopkins against the said United States Insurance Company of Baltimore, 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 for void, and that he the said Gerard Hopkins may be restored to all things which he hath lost by occasion of the said decree and that the said United States Insurance Company of Baltimore may rejoin to the errors aforesaid, and so forth - And thereupon it is ruled by the Court of Appeals here, that the said United States Insurance Company of Baltimore join in the errors by the said Gerard Hopkins above assigned in the record of proceedings aforesaid or judgment by the Court of Appeals here, will be rendered against them in default thereof. And the said United States Insurance Company of Baltimore by their attorneys aforesaid pray that a day may be given to them to join in the error by the said Gerard Hopkins above assigned in the record of proceedings aforesaid, until the second Monday in June next; and to them it is granted, the same day is also given to the said Gerard Hopkins - At which said second Monday in June being the twelfth day of the said month in the year of our Lord one thousand eight hundred and forty three which said day was given to the said United States Insurance Company of Baltimore to join in the errors by the said Gerard Hopkins above assigned come again into the Court of Appeals here, the parties aforesaid by their attorneys aforesaid; and the said United States Insurance Company of Baltimore by their attorneys aforesaid say, there is no error in the Record of proceedings aforesaid, nor in the giving of the decree aforesaid and they pray that the Court of Appeals here, will proceed to the examination

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as well of the record of proceedings aforesaid, as of the matters aforesaid by the said Gerard Hopkins above for error assigned, and that the said judgment may be in all things affirmed, and so forth - Thereupon further proceeds of and upon the premises, between the parties aforesaid is by virtue of a 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 - And now at this day, to wit, the said first Monday in December being the fourth day of the said month, in the year of our Lord one thousand eight hundred and forty three 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 decree given in form aforesaid, as the matters aforesaid, by the said Gerard Hopkins above for error assigned, being 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 no error in the record of proceedings aforesaid, nor in the giving of the decree aforesaid: Therefore it is considered by the Court of Appeals here, that the decree aforesaid, given in form aforesaid, be in all things affirmed and stand in full force and effect, the said causes for error above assigned and alleged in anywise notwithstanding: And it is further considered by the Court of Appeals here, that the said United States Insurance Company of Baltimore have execution against the said Gerard Hopkins as well for the costs and charges aforesaid adjudged unto them in the said County Court of Baltimore sitting as a Court of Equity as also the sum of forty dollars and twelve cents adjudged unto the said United States Insurance Company of Baltimore by the Court of Appeals here, on their assent for their costs and charges which they had 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 Gerard Hopkins for the correcting of errors of and upon the premises as aforesaid prosecuted &c.

Test, Richard W. Gill, Clerk.

John Tomlinson's Lessee. vs. Jacob Devore.	Be it remembered that now here on the second Monday in June being the fourteenth day of the said month, in the year of our Lord one thousand eight hundred and forty one the chief Judge and Associate Judges of the fifth Judicial District of Maryland in pursuance of the directions of the act of Assembly in such case made and provided transmit to the Court of Appeals here the record of proceedings of a plea which was lately depending before them in the County Court of Allegany County between Richard Roe Lessee of John Tomlinson plaintiff and Jacob Devore defendant, and wherein the said County Court gave judgment for the said Jacob Devore against the said Richard Roe Lessee as aforesaid and from which said judgment the said Richard Roe, Lessee as aforesaid appealed to the Court of Appeals here, the tenor of which said record of proceedings is in form following to wit:

Maryland, Allegany County Sct: At a County Court of the