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, &c.

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 eight, 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, 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 &c.

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 eight come again into the Court of Appeals here, the parties aforesaid, by their attorneys aforesaid; and the said Reuben B. Carley by his attorney aforesaid offers himself against the said John Piles 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 John Piles doth not allege to the Court of Appeals here, any matter or thing for the reversal of the judgment aforesaid; nor insist upon the matters aforesaid, by him above for error assigned But does relinquish the same - 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 any wise notwithstanding and it is further considered by the Court of Appeals here, that the said Reuben B. Carley have execution against the said John Piles, as well for the debt of damages costs and charges aforesaid, so as aforesaid adjudged unto him in the said County Court of Montgomery as also for the sum of forty four dollars and forty seven cents adjudged unto him by the ~~Court~~ the Court of Appeals here, on his assent for his costs and charges which he 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 John Piles 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 second day of February eighteen hundred and forty nine and execution awarded for the sum of forty four dollars and forty seven cents costs and costs -

Test, Richard W. Gill, Clerk.

Isaac Beall, William T. Beall, Benjamin M. Beall, Jesse T. Beall Joseph T. Beall, Isaac W. Beall Samuel B. Beall Daniel Beall and Elizabeth B. Beall's Lessee
vs.
Nelson Beall and John Hendrickson -

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 seven 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 Isaac Beall and others, plaintiffs, and Nelson Beall and John Hendrickson defendants and wherein the said County Court gave judgment for the said Nelson Beall and John Hendrickson 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:

The State of Maryland Allegany County, to wit:

At a County Court of the fifth Judicial District of the State of Maryland, begun and held at the Court House, in and for the County aforesaid, on the third Monday of April, in the year of our Lord one thousand eight hundred and forty seven -

Present - The Honorable Robert N. Martin, Chief Judge
Thomas Buchanan and Richard H. Marshall } Esquires Associate Judges.
Moses Rawlings Esquire, Sheriff - Henry Bruce, Clerk

Among other were the following proceedings, to wit:

Isaac Beall
William T. Beall
and others Lessee
vs.
Nelson Beall and
John Hendrickson -

Be it remembered, that heretofore, to wit, on the eighteenth day of July in the year of our Lord one thousand eight hundred and forty six Richard Roe, lessee of Isaac Beall, William T. Beall Benjamin M. Beall, Jesse T. Beall, Joseph T. Beall, Isaac W. Beall Samuel B. Beall, Daniel Beall and Elizabeth B. Beall, by their attornies Matthew Topham Evans and Thomas Perry Esquires, declared in the County Court here against John Doe, in a plea of trespass and ejectment, with a notice thereto annexed, in form following, to wit:

State of Maryland, Allegany County, to: John Doe, late of Allegany County, yeoman, was attached to answer unto Richard Roe, in a plea wherefore with force and arms &c. at the County aforesaid he the said John entered into all that tract or parcel of plantable land called "Walnut Bottom" being in the County aforesaid containing five hundred acres, with the appurtenances which Isaac Beall, William T. Beall, Benjamin M. Beall, John T. Beall, Joseph T. Beall, Isaac W. Beall, Samuel B. Beall, Daniel Beall and Elizabeth B. Beall, to the said Richard demised for a term of years which is not yet expired, and him the said Richard from his farm aforesaid ejected, and also wherefore with force and arms &c. at the County aforesaid he entered into all that lot or parcel of land, lying and being in the Town of Cumberland and described in the plat of Beall's Addition to the said town as lot number two hundred and eighty (280) which Isaac Beall, William T. Beall, Benjamin M. Beall, Jesse T. Beall, Joseph T. Beall Isaac W. Beall, Samuel B. Beall Daniel Beall and Elizabeth B. Beall demised, to the said Richard, for a term of years which is not yet expired, and him the said Richard from his lot aforesaid did eject and other harms to him the said Richard then and there did to the great damage of him the said Richard and against the Peace, government and dignity