regulating writs of error and granting appeals from and to the County Courts of common law within this province" and the several supplements thereto at the next Court of Appeals and prosecute the same appeal with effect and also satisfy and pay unto the said Richard Roe Lessee as aforesaid his executors administrators or assigns in case the said Judgment shall be affirmed as well all and singular the damages and costs adjudged by the said County Court, also all costs and damages that shall be awarded by the Court of Appeals aforesaid then this bond to be and remain in full force and virtue, otherwise of no effect.

Signed sealed and delivered in presence — Thomas J. McKaig — Jonathan Huddleson (Seal) Jno. Beale, (Seal) A. Lowton, (Seal)

Which said bond on the securities therein, are by the said Clerk approved of. It is thereupon ordered by the Court here, that a transcript of the record and proceedings in the plea aforesaid, with all things thereunto relating be transmitted to the Court of Appeals, to be held for the Western Shore of the State of Maryland, and the same is transmitted accordingly.

Test, Henry Bruce, Clk.

Allegany County set.

I hereby certify, that the aforegoing is a true copy taken from the record of proceedings of the County Court Allegany.

(Seal) In testimony whereof I do this exemplification I hereunto set my hand and the seal of the said County this 25th day of November 1846.

Henry Bruce, Clk.

Defendants Cost — $6.33⅓

Making out Record 11.05 — $17.38⅓

And now come into the Court of Appeals here as well the said Jonathan Huddleson by Thomas J. McKaig his attorney, as the said Richard Roe Lessee as aforesaid by Thomas Perry, William Price and Cornelius McLean his attorneys; and thereupon, on motion of the said Richard Roe Lessee as aforesaid by his attorneys aforesaid, it is ruled by the Court here, that the said Jonathan Huddleson 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 Jonathan Huddleson by his attorney aforesaid, says, that in the record of proceedings aforesaid, and also in the giving of judgment aforesaid, there is no manifest error, in this to wit, that by the record aforesaid, it appears that the judgment aforesaid, in the plea aforesaid, was given for the said Richard Roe Lessee as aforesaid, against the said Jonathan Huddleson when by the law of the land, that judgment ought to have been given for the said Jonathan Huddleson against the said Richard Roe Lessee as aforesaid 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 Jonathan Huddleson may be restored to all things which he hath lost by occasion of the said judgment, and that the said Richard Roe Lessee as aforesaid may rejoin

to the errors aforesaid, and so forth. And thereupon, it is ruled by the Court of Appeals here, that the said Richard Roe Lessee as aforesaid join in the errors by the said Jonathan Huddleson 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 Richard Roe Lessee as aforesaid by his attorneys aforesaid, prays that a day may be given to him to join in the errors by the said Jonathan Huddleson 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 Jonathan Huddleson.

At which said 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 which said day was given to the said Richard Roe Lessee as aforesaid to join in the errors by the said Jonathan Huddleson above assigned, come again into the Court of Appeals here, the parties aforesaid by their attorneys aforesaid; and the said Richard Roe Lessee as aforesaid by his 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 Jonathan Huddleson 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 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.

At which said first Monday in December being the sixth day of the said month, in the year of our Lord one thousand eight hundred and forty seven 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, with the consent of the said parties, by their attorneys aforesaid, to come before the Court of Appeals here, on 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, with the consent of the said parties, 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