hied and determined, then the said obligation to be and remain in full force and virtue in law; otherwise of no effect. Richard Waller. (Seal)
Signed sealed and delivered, in the presence of Theophilus Nicholson } George Waller (Seal)
James Weatherly (Seal)

Which being read and heard and the penalties in the said bond being by the Court here approved, it is therefore ordered by the Court here that the record and proceedings aforesaid in the plea aforesaid with all things thereunto relating be transmitted to the said Court of Appeals and the same are transmitted to the said Court accordingly. Test Geo. Handy Clk

Memorandum. Judgment was confessed in this cause on the twenty fifth day of November in the year of our Lord eighteen hundred and twenty four for specially Hals. to be released on payment of Five thousand seven hundred and ten dollars with interest from the 28th. day of September in the year of our Lord eighteen hundred and twenty two till paid and the Costs of suit.

State of Maryland } I do hereby certify that the aforegoing is a true copy taken from the proceedings of Somerset County Court, the Docket entries and papers filed in this suit. In testimony whereof I have hereunto set my hand and seal of said County Court this 24th. day of December Anno Domini 1824.
Geo. Handy Clk

And now come into the Court of Appeals here, as well the said Handy & Irving, trustee of Esmond & Waller by William W. Handy Esquire his Attorney, as the said Richard Waller by Ephraim K. Wilson and Josiah Bayly Esquires, his Attorneys; and thereupon the said Handy & Irving trustee as aforesaid, by his attorney aforesaid, suggests to the Court here that the said Richard Waller assigns 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 Richard Waller 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 Handy & Irving trustee as aforesaid against the said Richard Waller, when by the law of the land that judgment ought to have been given for the said Richard Waller against the said Handy & Irving trustee 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 Richard Waller may be restored to all things which he hath lost by occasion of the said judgment, and that the said Handy & Irving trustee as aforesaid may rejoin to the errors aforesaid &c. And thereupon it is ruled by the Court of Appeals here that the said Handy & Irving, trustee as aforesaid, join in the errors by the said Richard Waller 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 Handy & Irving, trustee 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 Richard Waller above for error assigned, and that the said judgment may be in all things affirmed &c. Whereupon it is ruled by the Court here that the matters in controversy, between

the parties aforesaid be argued and fully discussed as well on the part of the said Handy & Irving as on the part of the said Richard Waller before the Court of Appeals here &c. thereupon further process of and upon the premises between the parties aforesaid, by order of the Court here thereon is continued until the last Monday in November 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 premises &c. At which said last Monday in November, being the twenty eighth day of the said month, in the year of our Lord one thousand eight hundred and twenty five, come again into the Court of Appeals here, the parties aforesaid by their Attorneys aforesaid 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 June 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 June being the fifth day of the said month, in the year of our Lord one thousand eight hundred and twenty six, 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 judgment given in form aforesaid, as the matters aforesaid, by the said Richard Waller above for error assigned, being seen, and by the Court of Appeals here fully understood, 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 judgment aforesaid in form aforesaid. Therefore it is considered by the Court of Appeals here that the judgment 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 any wise notwithstanding; and it is further considered by the Court of Appeals here, that the said Handy & Irving trustee as aforesaid have execution against the said Richard Waller for as well the debt damages costs & charges aforesaid — adjudged unto him in the said County Court of Somerset, as also the sum of ten dollars one cent and two thirds of a cent, adjudged unto the said Handy & Irving by the Court of Appeals here on his absent for his costs and charges which he hath 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 Richard Waller for the correcting of errors of and upon the premises as aforesaid prosecuted &c.

~~Memorandum.~~ Judgment was affirmed in this case on the 5th. day of June 1826 and Execution awarded for the sum of $12000 Debt 1 $5.78 cts. costs in Cty Court 1 $10.01 Costs in the Court of Appeals: to be released on payment of $5710. with interest thereon from the 28th. day of September 1822. until paid and Costs.

Attest James Parrott Clerk

And be it remembered that on the seventh day of June in the year of our Lord one thousand eight hundred and twenty six, the said Handy & Irving, Trustee as aforesaid by William W. Handy Esquire his attorney, prosecuted and sued forth out of the Court of Appeals here of and upon the Judgment aforesaid so as aforesaid in the said Court affirmed, a writ of the State of Maryland of Fieri facias, to the Sheriff of Somerset County directed, in the words & figures and of the tenor following to wit

State of Maryland } The State of Maryland to the Sheriff of Somerset County Greeting:
Seal of the Court of Appeals } Whereas at a County Court, begun and held at Princess Anne in and for Somerset County on the third Monday of September in the year of our Lord 1824 a certain Handy & Irving Trustee of Esmond & Waller by judg-