Baltimore duly commissioned and sworn.

(Seal) In Testimony whereof I hereto set my hand and affix the Seal of Baltimore County Court this tenth day of April Eighteen hundred and forty six.

A. W. Bradford Clerk.
Baltimore Co. Court

Received to be recorded the 17th day of April 1846 same day recorded in Liber I.S.M. No 6 folio 192 &c one of the Land Record Books of Howard District of Anne Arundel County and examined per.

Jno. L. Moore. Clk.

In Testimony that the foregoing transcript is truly taken and made from the Record of the proceedings of the Circuit Court for Baltimore County.

(Seal) I have hereunto Subscribed my name and affixed the Seal of the said Court this first day of May AD Eighteen hundred and fifty six.

A. M. McHugh Clerk

And now come into the Court of Appeals here, as well the said Charles Carroll's Lessee by Grafton L. Duvall and J. M. Tuck Esqs his attorneys, as the said Granite Manufacturing Company by J. V. Lee and George W. Robbin Esqrs its attorneys; and thereupon, on motion of the said Granite Manufacturing Company of Baltimore by its attorneys aforesaid, it is ruled by the Court here, that the said Charles Carroll's Lessee do join 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 Charles Carroll's Lessee 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 Granite Manufacturing Company of Baltimore against the said Charles Carroll's Lessee, when by the law of the land, that judgment ought to have been given for the said Charles Carroll's Lessee against the said Granite Manufacturing Company of Baltimore 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 Carroll's Lessee may be restored to all things which he hath lost by occasion of the said judgment, and that the said Granite Manufacturing 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 Granite Manufacturing Company of Baltimore join in the errors by the said Charles Carroll's Lessee above assigned, in the record of proceedings aforesaid, or judgment by the Court of Appeals here, will be rendered against it in default thereof: And the said Granite Manufacturing Company by its attorney aforesaid, prays that a day may be given to it, to join in the errors by the said Charles Carroll's Lessee above assigned in the record of proceedings aforesaid, until the first Monday in December next, and to it it is granted, the same day is also given to the said Charles Carroll, Lessee, then &c. At which said first Monday in December being the first day of the said month, in the year of our Lord 1856 which said day

was given to the said Granite Manufacturing Company of Baltimore to join in the errors by the said Charles Carroll's Lessee above assigned, come again into the Court of Appeals here, the parties aforesaid by their attorneys aforesaid, and the said Granite Manufacturing Company of Baltimore by its attorneys aforesaid, says, there is no error in the record of proceedings aforesaid, nor in the giving of the judgment aforesaid, and it 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 Carroll's Lessee above for error assigned, and that the said judgment may be in all things affirmed &c. But because the Court of Appeals here are not advised what judgment to give of and upon the premises, day therefore is given to the parties aforesaid before the Court of Appeals here, until the first 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, thereof are not advised, and so forth.

At which said first Monday in June being the seventh day of the said month, in the year of our Lord 1857, come again into the Court of Appeals here, the parties aforesaid by their attorneys aforesaid, thereupon further proceed of and upon the premises, between the parties aforesaid, in by virtue of an act of Assembly in such cases 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 seventh day of the said month, in the year of our Lord 1857 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 Charles Carroll's Lessee 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 judgment 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 Granite Manufacturing Company of Baltimore have execution against the said Charles Carroll as well for the sum of fifty nine dollars and sixty nine cents for its costs and charges aforesaid, adjudged unto it in the said Circuit Court of Baltimore County as also the sum of one hundred and Eleven dollars and sixty six cents adjudged unto the said Granite Manufacturing Company of Baltimore by the Court of Appeals here, on its assent for its costs and charges which it 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 Carroll's Lessee for the correcting of errors of and upon the premises as aforesaid, prosecuted, &c.

Test:

William A. Spencer Clerk.
Court of Appeals of Md.