And afterwards, to wit: on the 26th March 1859 the following deed and agreement to annul Record was filed, to wit:

Joseph Bankson
to
Daniel Diffendorffer } Deed.

This Indenture Made this seventeenth day of February Seventeen hundred and ninety five between Joseph Bankson of Baltimore Town in Baltimore County and State of Maryland of the one part and Daniel Diffendorffer of the same place of the other part, Witnesseth that the said Joseph Bankson for and in consideration of the sum of four hundred and fifty pounds current money to him in hand paid by the said Daniel Diffendorffer at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and himself therewith fully satisfied contented and paid hath granted bargained sold released aliened enfeoffed and confirmed and by these presents doth grant bargain sell release alien enfeoff and confirm unto the said Daniel Diffendorffer his heirs and assigns all that Lot or parcel of ground situate on Gotty Street in Baltimore Town being Lot number seventeen and part of Todds Range containing in front forty one feet and depth one hundred and fifty nine and one half feet being the same Lot conveyed by Daniel Chamier to William Gourey deceased together with the premises thereon being and all and every the appurtenances and advantages thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all his the said Joseph Banksons right title and interest of in and to the same and of in and to every part and parcel thereof — To have and to hold the said lot or parcel of ground and premises with the appurtenances unto him the said Daniel Diffendorffer his heirs and assigns for ever and to or for no other use intent or purpose whatsoever and the said Joseph Bankson for himself his heirs and assigns doth hereby covenant and agree to and with the said Daniel Diffendorffer his heirs and assigns that he the said Joseph Bankson and his heirs the within lot or parcel of ground and premises with the appurtenances unto the said Daniel Diffendorffer his heirs and assigns against himself the said Joseph Bankson and his heirs and all persons claiming by from or under him or them shall and will warrant and by these presents for ever defend. In witness whereof the said Joseph Bankson hath hereto set his hand and affixed his seal the day and year first above written.

Signed sealed & delivered
in the presence of
Eng.d Geier
Ferdinand Saray

Joseph Bankson (Seal)

On the day of the date first above written received of the within named Daniel Diffendorffer the sum of four hundred & fifty pounds current money being the full consideration within mentioned.

Witness
Eng.d Geier
Ferdinand Saray

Joseph Bankson

Baltimore County So: On this 17th day of February 1795 personally appeared before me the subscriber two Justices of the peace in and for the County aforesaid the before named Joseph Bankson and acknowledged the aforegoing Deed or instrument of writing to be his act and deed according to the true intent and

meaning thereof. at the same time came before us Henrietta the wife of the said Joseph Bankson and being by us privately examined apart from and out of the hearing of her said husband did relinquish and release all her right of dower to the aforenamed Lot of ground and premises and declared she made the same freely and voluntarily and of her own free will and accord without being induced thereto by fear or threats of ill usage from her said husband or fear of his displacement.

Acknowledged before
Geo Gould & Peabery
Jas Calhoun.

Received to be recorded the 21st day of February 1795. Same day recorded & examined, per

Wm Gibson Clk.

(Duplicate Copy)

It is agreed that the foregoing be submitted to the Court of Appeals as a true copy of the deed omitted in the Record in the case of Cooke & Hill

Nelson Poe for Appellant
Randy Stimson Jr for Appellee

Whereupon as well the records and proceedings aforesaid, and the judgment given in form aforesaid, as the matters aforesaid, by the said Elizabeth Cooke 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 error in the records of proceedings aforesaid and also 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, for these errors and others in the record and proceedings aforesaid be reversed, annulled and held entirely as void, and that the said Elizabeth Cooke be restored to all things which by reason of the judgment aforesaid she has lost; and because it clearly appears to the Court here that justice and the merits of this cause require, that there should be a new trial of the issue aforesaid; thereupon the Court here according to the directions of the Act of Assembly in such Case Made and provided, order and direct a remission of the record and proceedings aforesaid to the Clerk of the said Superior Court of Baltimore City with the writ of the State of Maryland aforesaid, to the said Superior Court directing them to proceed in the action aforesaid, and to a new trial thereof, in the same manner as if no trial had taken place or any appeal had been prosecuted, It is also considered by the Court here, that the said Elizabeth Cooke recover against the said Mary Ann Hill and others the sum of one hundred and eleven dollars and fifty one cents, by the Court here adjudged unto the said Elizabeth Cooke, on her account for her Cost and Charge, by her laid out and expended about her prosecution of the appeal aforesaid; and that the said Elizabeth Cooke have therefore remitted the record and proceedings aforesaid, with the said Writ of procedendo, are therefore remitted to the Clerk of said Superior Court of Baltimore Accordingly &c.

Wm A. Spence Clk