well the said debt damages and costs adjudged in the Superior Court aforesaid as also the damages and costs that may be awarded by the Court of Appeals aforesaid then the said Bond to be and remain in full force and virtue otherwise to be of no effect. Witness our hands and seals the day and year first above written.

John H. Thomas (Seal)
S. Teackle Wallis (Seal)
W. Talbott (Seal)

Witness
S. A. Forrest

Which said Bond is thus endorsed to wit: I believe the within Bond sufficient.

E. Dorsey Clk
Bond approved Geo. W. Chestman

It is therefore ordered by the Court here that a transcript of the record and proceedings in the cause aforesaid with all things thereunto relating be transmitted to the said Court of Appeals and the same is transmitted accordingly.

And afterwards to wit on the 29 day of May in the year aforesaid Term 1856 the following agreement was filed in said cause to wit

William E. Barber & Wm. vs Thomas &c

We agree to that the Clerk in making up the record in this case need not insert the deeds and leases the substance of which say in reference to the fund.

Lease of — to — dated — of the following property and in reference to the others assignment or lease as the case may be, from — to — dated of the above described property. And the other parties may use the Deeds in the Court of the appeal as if the same had been specially inserted in the Record.

Wm. Henry Williams Attys for Plffs
J. H. Thomas

Testimony that the aforegoing is a true transcript taken from the Record of proceedings of the Superior Court of Baltimore City in the cause therein mentioned.

Witness my hand and affix the seal of the Court aforesaid this 24 day of June in the year of our Lord 1856.

(Seal)

Geo. Dorsey Clk
Superior Ct. Balto. City

Upon an appeal to the Court of Appeals here assigned the said John H. Thomas by S. T. Wallis Esq. his Attorney as the said William E. Barber and Samuel W. Barber by Geo. W. Williams Esqr. their Attorney and Counsel on motion of the said Wm. E. Barber and Samuel W. Barber by his Attorney aforesaid it is now by the Court here that the said John H. Thomas assign the errors in the Record of proceedings aforesaid, or in the giving the Judgment aforesaid as aforesaid ought to be for causing the errors supposed to be therein or Judgment by the Court of Appeals here ought to be rendered against him in default thereof and the said John H. Thomas 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 William E. Barber and Samuel W. Barber against the said John H. Thomas whereas by the Law of the Land the Judgment ought to have been given for the said John Thomas against the said Wm. E. Barber and Samuel W. Barber therefore in that there is manifest error to prays that the Judgment aforesaid for the error and others being in the Record of proceedings aforesaid may be reversed annulled and held utterly for Void and that by the said John H. Thomas may be restored to all things which he hath lost by occasion of the said Judgment and that the said William E. Barber and Samuel W. Barber may respond to the errors aforesaid and so forth. And thereupon it is ordered by the Court of Appeals here that the said Wm. E. Barber and Samuel W. Barber for in the errors by said John H. Thomas above assigned in the Record of proceedings aforesaid or Judgment by the Court of Appeals here utterly rendered against them in default thereof and the said William E. Barber and Samuel W. Barber by their Attorney aforesaid says that there is no error in the Record of proceedings aforesaid or in the giving of the Judgment aforesaid and they pray that the Court of Appeals here will proceed to the Examination as well of the Record of Proceedings as of the matters aforesaid by the said John H. Thomas above for error assigned and that the said Judgment may in all things be 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 cases made and provided continued before the Court of Appeals here until the first Monday of June next. At which 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 1st day of the said Month in the year of our Lord 1856 came again into the Court of Appeals here the parties by their Attorneys aforesaid. Afterwards on the 23 day of April 1857 the following paper and agreement were filed in the cause to wit.

William E. Barber and Samuel W. Barber vs Jacob I. Rudder and John H. Thomas

Mechanics Lien

In Superior Court of Balto. City

William E. Barber and Samuel W. Barber of the City of Baltimore Maryland claim a Lien for the sum of Nineteen hundred dollars and thirty cents on a three story brick tenement with a three story back building 22½ feet front. Situate on the South West side of McCulloh Street first house North West of Hoffman Street in said City a depth of about 50 feet and on the lot whereon said tenement is erected and the ground adjacent thereto and used therewith of which the said John H. Thomas was at the time of the delivery