the testimony is to apply. This agreement is alone made to avoid the expense of inserting the whole plat of the town in the Record & that the plat above mentioned shall be received as a true description of that portion of the whole plat of the Town containing the premises & points in dispute between the Parties & to which the testimony of both parties is to apply. It is further agreed that both parties may insert extracts of their deeds instead of the whole deeds offered in evidence, descriptive of the parts in dispute & in illustration

Nov. 10th 1858

Wm. P. Maulsby. Atty for Plff
R. H. Marshall Atty for Deft.

Maryland Frederick County Set.

I hereby certify, that the aforegoing, is truly taken from the Record of proceedings of the Circuit Court for Frederick County, in Ejectment Suit, at February Term 1858.

In testimony whereof, I hereunto subscribe my name and affix the seal of the said Circuit Court this 13th day of December AD 1858.

Seal's Place

B. G. Fitzhugh Clerk of the Circuit Court for Frederick County

And now come into the Court of Appeals here, as well the said Alexander B. Hanson by his Attorney as the said Abner Campbells Lessee by Jos. M. Palmer and Oliver Miller Esqs his Attorney and thereupon, on motion of the said Abner Campbells Lessee by his Attorney aforesaid, it is ruled by the Court here, that the said Alexander B. Hanson 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 Alexander B. Hanson 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 Abner Campbells Lessee against the said Alexander B. Hanson, when, by the law of the land, that judgment ought to have been given for the said Alex. B. Hanson against the said Abner Campbells Lessee. 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 Alexander B. Hanson may be restored to all things which he has lost by occasion of the said judgment, and that the said Abner Campbell's Lessee may rejoin to the errors aforesaid, and so forth. And thereupon it is ruled by the Court of Appeals here, that the said Abner Campbell's Lessee join in the errors by the said Alexander B. Hanson 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 Abner Campbell's Lessee by his Attorney 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 and Proceedings aforesaid, as of the matters aforesaid

by the said Alexander B. Hanson 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 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 fifty-eight, come again into the Court of Appeals here, the parties aforesaid by their Attorneys aforesaid: The Court of Appeals here are not yet advised what judgment to give of and upon the premises, this case was regularly continued from Term to Term until the first Monday in June eighteen hundred and sixty-three

And now at this day, to wit, the said first Monday in June being the first day of the said month, in the year of our Lord one thousand eight hundred and sixty three 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, 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 anywise, notwithstanding. And it is further considered by the Court of Appeals here, that the said Abner Campbell have execution against the said Alexander B. Hanson as well for the sum of one cent Damages, and eighty four dollars and seventy four cents for his costs and charges aforesaid adjudged unto him in the said Circuit Court for Frederick County, as also the sum of ninety three dollars and thirty one cents adjudged unto the said Abner Campbell's Lessee by the Court of Appeals here, in his assent for his costs and charges which he 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 Alexander B. Hanson for the correcting of errors of and upon the premises as aforesaid, prosecuted, &c

Test. George Earle, Clerk of the Court of Appeals of Md.