J Day Executor which the Honorable Commissioner of the Land office had decreed in favor of William J Day the Executor, And whereas the said John J Day is about to appeal from the said decree to the next Court of Appeals of Maryland Now the Condition of the above obligation is such that if the above bound John J Day shall not cause a transcript of the Record and proceedings of the said decree to be transmitted to the Court of Appeals within the time required by law and prosecute the same with effect and also satisfy and pay unto the said William J Day his executors administrators or assigns in case of the said decree shall be affirmed all the said land decreed by the Honorable Commissioner as well as the costs decreed against the said John J Day as also all costs that shall be awarded by said Court of Appeals then this Bond to be and remain in full force and virtue, otherwise of no effect.

Signed sealed and delivered in presence of
Wm B Barry.

John J Day (seal)

Francis B Loney (seal)

Atty for John J Day.

Augt 11. 60.

August 16th 1860 This Bond approved
Wm L W Seabrook Comr
of the Land office of Md

Land office of Maryland

I hereby certify that the aforegoing is a true copy of the Record of proceedings in the case of John J Day vs William J Day Caveat vs Mud Island; In testimony I have hereunto set my hand and affixed the seal of the Land Office of Maryland this 22d day of October 1861.

(Seal)

Wm L W Seabrook
Comr of Land Office.

And now came into the Court of Appeals here as well the said John J Day by Oliver Miller Esquire his Attorney as the said William J Day by Richard J Gittings and A W Machen Esquires his Attorneys and thereupon on Motion of the said William J Day by his Attorneys aforesaid it is ordered by the Court here that the said John J Day assign the errors in the Record of proceedings aforesaid, or in the giving the Decree aforesaid so as brought before the Court of Appeals here for correcting the errors supposed to be therein or Decree by the Court of Appeals here will be entered against him in default thereof and the said John J Day by his Attorney aforesaid says that in the Record of proceedings aforesaid, and also in the giving of the Decree aforesaid there is manifest error in this to Wit that by the Record aforesaid it appears that the Decree aforesaid in the plea aforesaid was given for the said William J Day against the said John J Day when by the law of the land that Decree ought to have been given for the said John J Day against the said William J Day therefore it is that there is manifest error and he prays that the Decree aforesaid, for that error and others being in the Record of proceedings aforesaid may be reversed annulled and held entirely as void, and that to the said John J Day may be restored all things which he hath lost by occasion of the said Decree and that the said William J Day may rejoin to the errors aforesaid, and so forth, And thereupon it is ordered by the Court of Appeals here that the said William J Day

join in the errors by the said John J Day above assigned in the Record proceedings aforesaid or Decree by the Court of Appeals here will be rendered against him in default thereof, and the said William J Day by his Attorneys aforesaid says there is no error in the Record of proceedings nor in the giving of the Decree aforesaid and he prays 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 John J Day above for error assigned, and that the said Decree 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 then there to hear the Decree of the Court of Appeals here of and upon the said premises and so forth.

At which said first Monday in December being the 3d day of the said Month in the year of our Lord 1860 come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid: But because the Court of Appeals here are not yet advised what Decree to give of and upon the premises, a day therefore is further given to the parties aforesaid, with the consent of said parties by their Attorneys aforesaid, to come before the Court of Appeals here on the first Monday of June next to hear the Decree of the Court of Appeals here, of and upon the premises for that the Court now here as yet are not so

At which said first Monday in June being the third day of the said Month in the year of our Lord 1861 come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid.

Thereupon they cause it to be regularly continued from Term to Term until the 24 day of January 1865

And now at this day to Wit the said fourth Tuesday in January being the 24 day of the said Month in the year of our Lord 1865 come again into the Court of Appeals the parties aforesaid by their Attorneys aforesaid, Whereupon as well the Record and proceedings aforesaid and the Decree given in form aforesaid as the Matters aforesaid by the said John J Day 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 Record of proceedings aforesaid and also in the giving of the Decree aforesaid,

Thereupon the Court of Appeals here passed their Decree which is in the words and of the tenor following to Wit.

John J Day
vs
William J Day

Court of Appeals of Maryland
January Term 1865

Appeal from the Commissioner of the Land office

The appeal in this case standing for hearing and being argued by the Counsel for the respective parties the proceedings have been considered by the Court, This thereupon this 15 day of March in the year 1865 by the Court of Appeals of Maryland it is Ordered and decreed that the order of the Commissioner of the Land Office from which the appeal in this cause was taken be and the same is hereby reversed each party to pay his own costs.