ruled by the Court here, that the said John O. Price and others 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 them in default thereof: and the said John O. Price and others by their Attorneys aforesaid, say, 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 Anne Nesbitt and others against the said John O. Price and others when, by the law of the land, that judgment ought to have been given for the said John O. Price and others against the said Anne Nesbitt and others, therefore in that there is manifest error, and they pray 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 they the said John O. Price and others may be restored to all things which they have lost by occasion of the said judgment and that the said Anne Nesbitt and others may rejoin to the errors aforesaid, and soforth. And thereupon it is ruled by the Court of Appeals here, that the said Anne Nesbitt and others join in the errors by the said John O. Price and others above assigned in the Record of Proceedings aforesaid, or judgment by the Court of Appeals here, will be rendered against them in default thereof: and the said Anne Nesbitt and others by their Attorneys aforesaid, say there is no error in the Record of Proceedings aforesaid, nor 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 aforesaid, as of the matters aforesaid, by the said John O. Price and others above for error assigned, and that the said judgment may be in all things affirmed, and soforth; 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 April 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 soforth.

At which said First Monday in April being the second day of the said month, in the year of our Lord one thousand eight hundred and sixty six 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 judgment to give of and upon the premises, thereupon the cause was continued by regular continuances from term to term until the First Monday in April 1868.

And now at this day, to wit, the said first Monday in April being the sixth day of the said month, in the year of our Lord one thousand eight hundred and sixty eight 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 well the matters aforesaid, by the said John O. Price and others 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 judgment aforesaid: Therefore it is considered by the Court of Appeals here, that the judgment aforesaid for