And now come into the Court of Appeals here, as well the said John A. Smith's Lessee by Messrs Read, Gordon & Pearce his Attorneys, as the said I. S. Devemon et al by Messrs Walsh & Devemon their attorneys; and thereupon, on motion of the said I. S. Devemon et al by their attorneys aforesaid, it is ruled by the Court here, that the said I. A. Smith's lessee 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 I. A. Smith's lessee by his attorneys 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 John S. Devemon et al against the said I. A. Smith's lessee when, by the law of the land, that Judgment ought to have been given for the said I. A. Smith's lessee against the said John S. Devemon et al 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 John A. Smith's Lessee may be restored to all things which he hath lost by occasion of the said Judgment, and that the said I. S. Devemon et al may rejoin to the errors aforesaid, and soforth. And thereupon, it is ruled by the Court of Appeals here, that the said John S. Devemon et al join in the errors by the said John A. Smith's lessee 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 John S. Devemon et al 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 A. Smith's lessee above for error assigned, and that the said Judgment may be in all things affirmed, and soforth. But because the Court of Appeals here are not advised what Judgment to give of and upon the premises, day therefore is given to the parties aforesaid, before the Court of Appeals here, until the first Monday in October next, to hear the Judgment of the Court of Appeals here, of and upon the premises, for that the Court now here, thereof, are not advised, and soforth.

At which said first Monday in Oct being the fifth 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; thereupon — further process of and upon the premises, between the parties aforesaid, is, by virtue of an Act of Assembly in such case — made and provided, further 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 so forth.

And now, at this day, to wit, the said first Monday in April being the fifth day of the said month, in the year of our Lord one thousand, eight hundred and sixty nine 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, by the said John A. Smith's lessee 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