Whereas by a decree of the Court of Chancery passed in a cause therein between the said William S McPherson administrator as above complainant and the said Henry M Fitzhugh and others defendants certain real estate in the proceedings in said cause mentioned, were directed to be sold for the purpose of raising a sum of money in said decree mentioned; And whereas the said Defendants are about to appeal from the said decree to the next Court of Appeals for the Western Shore; Now the Condition of the above obligation is such that if the above bound Henry M Fitzhugh shall not cause a transcript of the record and proceedings of the said decree to be transmitted to the Court of Appeals to be holden for the Western Shore within the time required by law and prosecute the same with effect and also satisfy and pay unto the said William S McPherson, administrator as above his executors administrators or assigns in case the said decree shall be affirmed as well all and singular the debt damages and costs decreed by the Chancery Court aforesaid, to be paid by the said defendants as also all costs and damages that shall be awarded by the 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 the presence of S. Teackle Wallis. — Henry M Fitzhugh, (Seal) G. L. Dulany, (Seal) Geo. Gordon Bell, (Seal)

I believe the within bond to be sufficient.

George W Dobbin, Solicitor in Chancery.

"approved 5th June 1843" — Theodorick Bland, Clk.

And the said appeal was granted and the proceedings ordered to be transmitted and the same are hereby transmitted accordingly.

Maryland Set.

I hereby certify that the aforegoing is a true copy from the original proceedings in the said cause now remaining in the Court of Chancery of the said State.

In Testimony whereof I have hereto set my hand and affixed the Great Seal of the paid State this fifteenth day of July in the year of our Lord one thousand eight hundred and forty three.

(Seal)

Louis Gassaway, Reg. Cur. Can.

Complt. Costs $268.60.

Deft. Costs — 132.18.

And now come into the Court of Appeals here, as well the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others by Grafton L Dulany, S Teackle Wallis and John W L McMahon their attorneys as the said William S McMahon, administrator de bonis non of Lewis Neth by Reverdy Johnson and Thomas S Alexander his attorneys; and thereupon, on motion of the said William S McPherson administrator as aforesaid by his attorneys aforesaid, it is ruled by the Court here, that the said George Fitzhugh Junr. Henry M Fitzhugh Daniel D Fitzhugh & others assign the errors in the record of proceedings aforesaid, or in the giving the decree 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 George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others by their attorneys aforesaid, say that in the record of proceedings aforesaid, and also in the giving of decree aforesaid there is manifest error in this, to wit, that by the record aforesaid, it appears that the decree aforesaid, in the cause aforesaid given, was given for the said William S McPherson administrator as aforesaid against the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others when by the law of the land, that decree ought to have been given for the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others against the said William S McPherson administrator as aforesaid therefore in that there is manifest error, and they pray 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 they the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others may be restored to all things which they have lost by occasion of the said Decree, and that the said William S McPherson administrator as aforesaid, may rejoin to the errors aforesaid, and so forth. And thereupon it is ruled by the Court of Appeals here, that the said William S McPherson administrator as aforesaid join in the errors by the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others 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 William S McPherson administrator as aforesaid by his attorneys aforesaid, prays that a day may be given to him to join in the errors by the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others above assigned in the record of proceedings aforesaid, until the first Monday in December, next, and to him it is granted, the same day is also given to the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others. At which said first Monday in December being the fourth day of the said Month in the year of our Lord one thousand eight hundred and forty three which said day was given to the said William S McPherson administrator as aforesaid to join in the errors by the said George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others above assigned come again into the Court of Appeals here the parties aforesaid, by their attorneys aforesaid, and the said William S McPherson administrator as aforesaid by his attorneys aforesaid, says, there is no error in the record of proceedings aforesaid, nor in the giving of the Decree aforesaid and he prays 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 George Fitzhugh Junr. Henry M Fitzhugh, Daniel D Fitzhugh & others above for error assigned, and that the said Decree may be in all things 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 case made and provided, further continued before the Court of Appeals here, until the second Monday in June