and fifty one which said day was given to the said General Insurance Company of Maryland to join in the Errors by the said Susquehanna Bridge and Bank Company, Charles F. Mayer, Hugh Davy Evans and William Reynolds above assigned, come again into the Court of Appeal here, the parties aforesaid by their attorneys aforesaid; and the said General Insurance Company of Maryland by its attorney aforesaid, says, there is no error in the record of proceedings aforesaid, nor in the giving of the decree aforesaid, and it 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 Susquehanna Bridge and Bank Company Charles F. Mayer, Hugh Davy Evans and William Reynolds above for error assigned, and that the said Decree may be in all things affirmed, and so forth. But because the Court of Appeals here are not advised what decree 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 December next, to hear the decree in the Court of Appeals here, of and upon the premises, for that the Court now here, thereof, are not advised, and so forth. At which said first Monday in December being the first day of the said month, in the year of our Lord one thousand Eight hundred and fifty one 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 cases made and provided, further continued before the Court of Appeals here, until the first Monday in June next; the same day is given to the said parties there, then 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 June being the seventh day of the said month, in the year of our Lord, one thousand Eight hundred and fifty two 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 the said parties by their attorneys aforesaid, to come before the Court of Appeals here on the first Monday in December 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, &c. And now at this day, to wit; the said first Monday in December being the sixth day of the said Months, in the year of our Lord one thousand Eight hundred and fifty two come again into the Court of Appeals here, the parties aforesaid, by their attorneys aforesaid, afterwards to wit, on the 4th day of May 1853 the following Agreement was filed in this cause to wit;

The President and Directors of the Susquehanna Bridge and Bank Company et al
vs.
The General Insurance Comp'y of Maryland.

In the Court of Appeals.

Wherever in the record in this cause the signature of James Sewall, as clerk of Cecil County Court, occurs, his signature and official capacity are to be considered as having been proved in Chancery, in the case

Charles F. Mayer for the appellants
S. T. Wallis for appellee

30th April 1853.

Whereupon as well the record and proceedings aforesaid, and the decree given in form aforesaid, as the matters aforesaid by the said Susquehanna Bridge and Bank Company Charles F. Mayer, Hugh Davy Evans and William Reynolds above for errors 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 no error in the record of proceedings aforesaid, nor in the giving of the decree aforesaid. Therefore it is considered by the Court of Appeals here that the decree 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 any wise notwithstanding. Whereupon the Court of Appeals here passed their decree in the words and of the tenor following to wit;

Susquehanna Bridge and Bank Company and others.
vs.
The General Insurance Company

Court of Appeals of Maryland. December Term 1853.
The Appeal in this cause standing ready for hearing was argued by Counsel for the parties and the proceedings have since been considered: It is thereupon this Seventh day of December in the year Eighteen hundred and fifty three by the Court of Appeals of Maryland adjudged, ordered and decreed that the decree of the Court of Chancery from which this appeal is taken be and the same is hereby affirmed with costs. And it is further adjudged ordered and decreed that this cause be and the same is hereby remanded to the said Court of Chancery for further proceedings.

Dr. C. Le Grand
Dr. Thomas Mason
Wm. H. Tuck.

Test.
William A. Spencer Clk Cort of Appeals

James Baxter and wife
James Partlett and wife
John Moore and William Buckingham.
vs.
Septimus T. Sewell.

Be it remembered, That now here on the first Monday in December being the first day of the said months, in the year of our Lord one thousand eight hundred and fifty one the Chancellor of Maryland, in pursuance of the directions of the act of Assembly in such cases made and provided, transmit to the Court of Appeals here the record of proceedings of a cause which was lately depending before him in the Court of Chancery between James Baxter and wife, James Partlett and wife, John Moore and William Buckingham Complainants, and Septimus T. Sewell defendant, and wherein the said Court of Chancery gave decree for the said Septimus T. Sewell against the said James Baxter and wife, James Partlett & wife, John Moore & William Buckingham and from which said Decree the said James Baxter & wife James Partlett and wife John Moore and William Buckingham appealed to the Court of Appeals here, the tenor of which said record of proceedings is in form following, to wit.

Maryland Sct.

At a Court of Chancery for the State of Maryland