he had sustained as well by reason of the detension of that debt as for his costs and charges by him about his suit in that behalf laid out & expended whereof the said George S. Greene is convict, as it appears of record: And whereas on the 28th day of February in the year 1844, command was given to you, that of the goods and chattels, lands and tenements of the said George S. Green being in your bailiwick, you should cause to be made the debt, damages, costs and charges aforesaid, and that you should have those sums before the County Court to be held at the Court House in the Town of Cumberland, on the third Monday of April then next, to render unto the said William Chisiwell, Executor as aforesaid, for his debt, damages, costs and charges aforesaid: on which said Third Monday of April you made return thereof, to the said Court, that by virtue of said writ to you directed for that purpose, you had taken Lots Number 26. 33. 35. 36. 37 and 38 being part of a Tract called "The Brothers" and lying on both sides of the Baltimore and Ohio Rail Road about one mile below the Town of Cumberland as laid down on the plat of the lands of Mary Ann O'Neals dec^d. the goods and chattels, lands and tenements of the said George S. Green in your bailiwick, being to satisfy unto the said William Chiswell Exec^r as aforesaid the debt, damages, costs and charges aforesaid, in the said writ mentioned, which said goods and chattels, lands and tenements, remained in your hands for want of buyers, so that the debt, damages costs and charges aforesaid, you could not have as by the said writ you were commanded. Therefore, You are hereby commanded, that the said goods and chattels, lands and tenements, so as aforesaid taken you expose to sale and the money therefrom arising, You have before the said County Court, to be held at the Court House in the Town of Cumberland on the third Monday of April next, to render unto the said William Chisiwell, Executor as aforesaid, the debts, damages costs and charges aforesaid; and how you shall execute this writ, that you make Known to the said Court at the place and on the day aforesaid; and have you then and there this writ. Witness the Honorable Robert N. Martin, Esquire, Chief Judge of our said Court, the 14th day of October 1846. Issued the 25th day of February 1847.

Henry Rinee, Clerk.

(The above writ is thus Endorsed to wit, "Made $486 00/100. as per return annexed, balance, Nulla bona. N. Rinee late Shff:

Maryland, Allegany County, to wit: I hereby certify to the Honorable the Judges of Allegany County Court, that by virtue of the within writ to me directed, I did on Wednesday the fifth day of May in the year 1847, after having given at least twenty days notice of the time and place of sale, by advertisement published once a week, in the Cumberland Civilian, a newspaper published weekly in the Town of Cumberland in the County aforesaid, and also by advertisement stuck up at the Court House door and at the store of J. Guest Company and Cowton's Hotel in said County for at least the said period of twenty days next preceding the day of sale, set up at public sale to the highest bidder the lands and Tenements, or lots of ground in the said within writ contained and the said Lot No. 26 within mentioned was struck off to Rice Smith

of Allegany County for the sum of Seven Hundred and fifty Dollars: the said Lot No. 33. within mentioned, was struck off to Charles Lavender of said County for the sum of one Hundred and forty dollars, and the said lots No. 35. No. 36. No. 37 and No. 38 were struck off to Thomas Sammonds of said County at and for the sum of Three Hundred and fifty one dollars, the said purchasers being respectively the highest bidders for the pieces of property so much and by them. and they have each paid the said purchase money to me in full and I have applied the said sums of money so paid by the said purchasers to the satisfaction in part of the debt, damages, costs and charges within mentioned and to the debt damages and costs mentioned in the writ numbered 89 issued out of Allegany County Court on the same day with the within writ and to me directed: and I have paid the said sums of money to the said plaintiff after having retained the fees and costs due to me for executing the said writ, as by the said writ I am within commanded. So Answers.

Normand Bruce late Sheriff of Allegany County.

And now come into the Court of Appeals here, as well the said Darby Monahan and Patrick Gorman by Samuel M. Semmes and Thomas Devecmon Esquires their attorneys, as the said Thomas Sammon and George A. Thurston by George A. Pearre Esquire, their attorney: and thereupon, on motion of the said Thomas Sammon and George A. Thurston by their attorney aforesaid, it is ruled by the Court here, that the said Darby Monahan and Patrick Gorman 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 Decree by 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 them in default thereof: and the said Darby Monahan and Patrick Gorman 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 plea aforesaid given, was given for the said Thomas Sammon and George A. Thurston against the said Darby Monahan and Patrick Gorman when by the Law of the Land, that Decree ought to have been given for the said Darby Monahan and Patrick Gorman against the said Thomas Sammon and George A. Thurston 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 Darby Monahan & Patrick Gorman may be restored to all things which they have lost by occasion of the said Decree, and that the said Thomas Sammon and George A. Thurston may rejoin to the errors aforesaid, and so forth. And thereupon, it is ruled by the Court of Appeals here, that the said Thomas Sammon & George A. Thurston join in the errors by the said Darby Monahan and Patrick Gorman above assigned in the record of proceedings aforesaid, or decree by the Court of Appeals here, will be rendered against them in default thereof: And the said Thomas Sammon and George A. Thurston by their