At which said first Monday in April being the third day of the said Month in the year of our Lord 1866 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 therefor 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 October 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 yet

At which said first Monday in October being the second day of the said Month in the year of our Lord 1866 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 therefor 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 April 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 yet

At which said first Monday in April being the second day of the said Month in the year of our Lord 1866 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 decree given in form aforesaid as the matters aforesaid by the said Appellee and his above Assignee assigned being seen and by the Court of Appeals here fully understood and maturely deliberated 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 Assignment above assigned and alleged in anywise Notwithstanding,

And thereupon the Court of Appeals passed their decree in the words and of the tenor following to Wit,

Jacob Hacker vs George Rost

Be it remembered that now here on the first Monday in April being the third day of the said Month in the year of our Lord 1866 the Judge of the Circuit Court for Baltimore City being the 5th Judicial Circuit of Maryland in pursuance of the directions of the Act of Assembly in such case 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 Circuit Court of Baltimore City between George Rost plaintiff and Jacob Hacker defendant and wherein the said Circuit Court gave decree for the said George Rost against the said Jacob Hacker and from which said decree the said Jacob Hacker appealed to the Court of Appeals here the tenor of which said Record of proceedings is in form following to Wit

State of Maryland City of Baltimore to Wit, At a Session of the Circuit Court for Baltimore City in the 5th Judicial Circuit of the State of Maryland begun and held at the Court House in said City on the second Monday in January being the 11th day of the same month in the year of our Lord 1864. Present the Honorable William Alexander Bond, John T. Decker Esquire Sheriff Thomas Adams Clerk Among other were the following proceedings to Wit.

George Rost vs Charles Hacker Jacob Hacker & Henry Fabri.

Be it remembered that the above term to Wit on the 27 day of January in the year of our Lord 1864 George Rost in the Circuit Court for Baltimore City hereby Robert A. Barry Esquire his Solicitor and exhibited to the said Court his Bill of Complaint in form following to Wit,

To the Honorable William Alexander Bond Judge of the Circuit Court for Baltimore City the Bill of Complaint of George Rost of Baltimore City, State of Maryland who sues as well for himself as all other Creditors of Henry Hacker late of said City deceased, who will come in and contribute to the expenses of this suit humbly shews. That the said Henry Hacker late of said City deceased, was, in his lifetime indebted unto your Orator in the sum of One thousand dollars current money; on his promissory Note dated November 19th 1863 payable six Months after date thereof, a copy of which he crew by the said promissory note hereunto filed Marked Complainants Exhibit A." and your Orator further changes that the said sum of One thousand dollars was borrowed from your Orator by said deceased, prior to the date of said Note, a less Note having been antecedently given, but which not having been paid at the maturity thereof the Note hereunto filed, was substituted as a renewal thereof. Your Orator further changes that said sum of One thousand dollars was borrowed from your said Orator by the deceased Henry Hacker in his lifetime to enable him to pay in part for a lot of ground and improvements thereon purchased by deceased in his lifetime from Frederick Alter, as appears from a deed of assignment from said Alter to said Hacker dated the 19th day of March 1861 and recorded among the Land Records of Baltimore City, in Liber T.E.S. No 206 folio 492 &c a full description of said ground is however fully set forth in a Certified Copy of a deed of assignment from Henry Hacker to his son Charles Hacker hereunto filed and Marked Complainants Exhibit B. gratuitously to his father and Co-Trustee as part of this Bill of Complaint Your Orator further changes that