and Kate C. Downey, assignees against the said Thomas J. Semen, Purchaser when, by the law of the land, that Decree ought to have been given for the said Thomas J. Semen, Purchaser against the said Louis F. McComas and Kate C. Downey, assignee therefore, in that there is manifest error, and he prays 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 he the said Thomas J. Semen Purchaser may be restored to all things which he hath lost by occasion of the said Decree and that the said Louis F. McComas and Kate C. Downey assignees &c. may rejoin to the errors aforesaid, and soforth; and thereupon it is ruled by the Court of Appeals here, that the said Louis F. McComas and Kate C. Downey, assignees &c join in the errors by the said Thomas J. Semen, Purchaser 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 Louis F. McComas and Kate C. Downey, assignees &c by their Attorney aforesaid, says there is no error in the Record of Proceedings aforesaid, nor in the giving of the Decree 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 Thomas J. Semen Purchaser above for error assigned and that the said Decree may be in all things affirmed, and soforth; 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, continued before the Court of Appeals here, until the first Monday in October 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 soforth.

And now at this day, to wit, the said first Monday in October, being the sixth day of the said month, in the year of our Lord one thousand eight hundred and eighty four come again into the Court of Appeals here, the parties aforesaid by their attorney aforesaid.

Whereupon as well the Record and Proceedings aforesaid, and the Decree given in form aforesaid, as the matters aforesaid, by the said Thomas J. Semen Purchaser 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 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 anywise notwithstanding. And it is further considered by the Court of Appeals here, that the said Louis F. McComas and Kate C. Downey assignees &c have execution against the said Thomas J. Semen Purchaser as well for the costs and charges aforesaid adjudged unto them in the said Circuit Court as also the sum of twenty-six dollars and thirty cents adjudged unto the said Louis F. McComas and Kate C. Downey assignee &c by the Court of Appeals here, on their assent for their costs and charges which they have sustained by occasion of the delay of the execution of the Decree aforesaid, by pretext of the prosecution of the said appeal by the said Thomas J. Semen Purchaser for the correcting of errors of and upon the premises as aforesaid, prosecuted &c.

On the 12th day of February 1885, the Court filed the following order or decree, viz: