

comparatively of modern origin, and was introduced for the express purpose of saving to suitors the expense necessarily incurred by putting points of law upon the Record, in order to give jurisdiction to a Court of Errors, and its object was to avoid the necessity of going to a Court of Appeal at all.

It is not obligatory upon any suitor to adopt this form of having points of law decided—it is entirely a matter of agreement from which either party may dissent; but when entered into, its substance is, that the parties agree to submit the matters of law in controversy between them, to the Judgment of the Court in which the suit was *originally* brought, and to be bound by their decision. That there was such an agreement in the present case, is distinctly stated by the original Appellant himself in the last reason of Appeal, or alleged special error assigned; and it would be of the most obvious injustice that one party should be permitted to depart from an agreement of this kind, into which he himself voluntarily entered, merely because the result was averse from what he expected.

Inasmuch, therefore, as in the present case, all the proceedings in the way of Appeal are not only groundless and futile of themselves, but in opposition to the agreement voluntarily entered into by the original Respondent himself; it is hoped that the Judgment of the Court below will be affirmed, and the Respondent adjudged to be entitled to interest upon the debt for the very long period which has elapsed during the proceedings, and the present Appeal dismissed with costs for the following Reason, (among others:)—

That no error or default of any kind appears in any of the proceedings, and the Judgment of the Court of Appeal, affirming the Judgment of the Court below, was just and right.