

Court or Terme M^r Daniel Dulany Attorney for the Plaintiff offers himself ready to prosecute this Cause And that in as much as by the Act for Limitation of Actions this Cause cannot be continued untill the next Court he moves for Judgment by default unless tryall this Court.

Whereupon the said James Frisby altho Solemnly call'd comes not but makes Default whereby the said John Snow remains against the said James Frisby without further defence.

Therefore it is Considered by the Justices here the 13th day of October Anno Domi: 1719 af^d That the said John Snow recover against the said James Frisby as well the sum of five hundred pounds Sterling his damages by Occasion of the premisses af^d as also the sum of nine hundred and Sixty one pounds of Tobacco by the Court here Adjudged unto him for his Costs and Charges by him about his suit in this behalf laid out and Expended and the Def^t in Mercy etc.

In testimony that the foregoing is a true Cobby taken from the Proceedings of the Provinciall of Maryland the seale of the same Court is hereunto Affixt this 18th day of April 1721

[Provinciall Seale]

per Vachel Denton Cłk

[525] Afterwards to Witt on the twentyth day of April Anno Domi Seventeen hundred and twenty One in the same Writt mentioned Comes here into Court the afs^d Ariana Frisby Ex^{rx} af^d by Tho^s Bordley her Attorney and says that in the Records and process afs^d and also in the Rendering the Judgment afs^d it is manifestly Erred. In this to witt that the said James Frisby deced was Summoned to render the said John an Account of the time he was bailiff of the said John and receiver of his goods etc: And yet the said John in his Declaration against the said James shews not that ever the said James was bayliff of the said John but receiver only and in that the said Declaration is Insufficient and wants form

Also in this that the Judgment is rendred against the Said James that he render Account of the time he was Bayliff of the said John and receiver of the Goods etc: but not that he render Account of the said Goods so that there is no Judgment to Account for the goods for which he Declares but Judgment to Account as Bayliff on which the said John Declares not.

Also in this that altho, it appears the Auditors were as well appointed by Consent of both parties as by the Court and that they intirely exonerated the said James on his Account upon Oath According to the Usage and practice of this Province and the Courts of Judicature therein yet that Judgment was rendred that the said John should recover against the said James whereas it Ought to have been that the said James should go thereof without day.

Also in this that altho the said James prayed Judgment on the Return of the Auditors And altho the Court gave Rule thereon that Judgment should be rendered according to the return of the Auditors afs^d unless Cause shewn by the End of April Court one Thousand Seven hundred and Nineteen Yet