

listing returns of process or subpoenas for witnesses or in lists of appearances entered or of continued causes. However, in almost 350 actions judgment was entered or a non-suit granted; judgment was entered following a trial by a jury or the court in about 90 of these causes. In many of the others judgment was entered for plaintiff when defendant confessed judgment or pleaded *nihil dicit* or his attorney entered a plea of *non sum informatus*.

Of the causes in the *Liber* probably close to 70% are actions of trespass on the case, and about 30% are actions of debt. Of the remaining few two actions are entered as "Assault."⁸ One is designated as detinue; it concerned the detention of a "Large boate called a Flatt."⁹ Six are denominated actions of covenant, several involving breach of indentures or agreements governing the working of a plantation by a tenant.¹⁰

The principal function of the court on the civil side was in the enforcement of contractual claims. The great majority of the actions of trespass on the case were brought on a balance of accounts for goods sold and delivered. A number of such actions were brought by the English merchant houses trading in the province—Edward and Dudley Carleton, Joseph Jackson and Company, Peter Paggan and Company and John Marsh and Company—for various imported items. A number were also brought by the several persons keeping ordinaries in the county for liquors, meals, lodging, etc. supplied. A few were brought for attorneys' fees or a physician's fees; others for rents due from lease of real property, use of a servant or services performed. Several actions were on "notes" given by or drawn on local residents or on bills of exchange drawn according to the custom of merchants on persons in England. Only a few of the actions of trespass on the case involve trover and conversion, detinue sur trover or defamation. Virtually all the actions of debt were brought on bills or writings obligatory under seal.¹¹

Statutory Actions

A number of Maryland statutes, as we have seen, conferred concurrent jurisdiction upon the Provincial Court and the county courts over so-called popular actions; in a few cases exclusive jurisdiction resided in the county courts.¹² These actions were given upon the breach of a penal statute. They usually provided, with some verbal variants, that any person or persons that should sue for the same (sometimes called the informer) might recover the penalty or forfeiture "by Bill plaint Action of debt or Information in any Court of Record wherein no Essoyn Protection or Wager of Law to be Allowed." This or similar terminology appears in numerous Tudor and Stuart penal statutes; it is doubtful whether the "wherein" clause served any functional purpose in Maryland at this time. Normally one-half of the fine or forfeiture recovered went to the crown (or in some cases to a parish or some more limited governmental purpose) and one-half to the person suing.

8. *Groome v. Davis*, entered as "agreed", *infra* 181, 245, 275, 320; *Warren v. Murphey*, *capias* returned *non est*, *infra* 372.

9. *Tracey v. Hulse*, *infra* 54, 66.

10. *Smart v. Powell*, *infra* 37, 50, 76-78; *Holliday v. Stevens*, *infra* 37; *Watts v. Marsham*, *infra* 245; *Addison v. Groome*, *infra* 295, 343, 358, 415-17; *Liddall v. Groome*, *infra* 453; *Dennis v. Prather*, *infra* 514, 529, 579.

11. See the Subject Matter Index under appropriate headings.

12. In a few cases the statutes referred to "any court of the Province" or were silent as to the court in which recovery was to be had, but from the context it would appear that a court of record was intended.