there is manifest error in this to wit that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given was given for the said John Glenn against the said Beale Randall when by the law of the land that judgment ought to have been given for the said Beale Randall against the said John Glenn therefore in that there is manifest error and he prays that the judgment aforesaid for that error and others being in the record of proceedings aforesaid may be reversed annulled and held entirely for void and that he the said Beale Randall may be restored to all things which he hath lost by occasion of the said judgment and that the said John Glenn may rejoin to the errors aforesaid and so forth, and thereupon it is prayed by the Court of appeals here that the said John Glenn join in the errors by the said Beale Randall above assigned in the record of proceedings aforesaid or judgment by the Court of Appeals here will be rendered against him in default thereof, and the said John Glenn by his attorney aforesaid prays that a day may be given to him to join in the errors by the said Beale Randall above assigned in the record of proceedings aforesaid until the first Monday in December next and to him it is granted the same day is also given to the said Beale Randall. At which said first Monday in December being the fourth day of the said month in the year of our Lord one thousand eight hundred and forty three which said day was given to the said John Glenn to join in the errors by the said Beale Randall above assigned come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid and the said John Glenn by his attorney aforesaid says there is no error in the record of proceedings aforesaid nor in the giving of the judgment aforesaid and he prays 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 Beale Randall above for error assigned and that the said judgment may be in all things affirmed and so forth, But because the Court of Appeals here do not advise what judgment to give of and upon the premises day therefore is given to the parties aforesaid before the Court of Appeals here until the second Monday in June next to hear the judgment of the Court of appeals here of and upon the premises for that the Court now here thereof are not advised and so forth, at which said second Monday in June being the tenth day of the said month in the year of our Lord one thousand eight hundred and forty four come again into the Court of appeals here the parties aforesaid by their attorneys aforesaid thereupon further process of and upon the premises between the parties aforesaid is by virtue of an act of Assembly in such case made and provided further continued before the Court of appeals here until the first Monday in December next the same day is given to the said parties there then to hear the judgment of the Court of appeals here of and upon the said premises and so forth. At which said first Monday in December being the second day of the said month in the year of our Lord one thousand eight hundred and forty four come again into the Court of appeals here the parties aforesaid by their attorneys aforesaid and thereupon the said parties file in court here the

the following agreement and amendment of the record aforesaid viz.

In the case of Beale Randall appellant vs. John Glenn appellee } In the Court of appeals for the Western Shore of Maryland from Baltimore County Court It is admitted that the papers writing hereto attached are copies of the papers mentioned and referred to in the Second Bill of exceptions in this cause and it is agreed that the record may be amended by inserting said papers thereon at the places where they are referred to.

T. P. Scott atty for appell.
J. Mason Campbell atty for appellee

Beale Randall mortg. and trust to John Glenn } Whereas Beale Randall of the City of Baltimore stands indebted unto John Glenn of the same place in a large sum of money for advances the amount of which is hereafter to be ascertained upon an examination of their accounts by Reverdy Johnson and James W. McCulloh Esquires mutually appointed by the said Beale Randall and John Glenn for that purpose, and whereas the said Glenn hath come under the following responsibilities for account of the said Randall to wit at the Mercantile Bank of Baltimore for the sum of seven thousand dollars (7000) thirty one hundred dollars at the Branch of the Bank of the United States at Baltimore and sixteen hundred and fifty dollars at the Union Bank of Maryland the advances made by the said Glenn for account of said Randall as claimed by the said Glenn amounted on the sixth day of April last to eighteen thousand one hundred and twenty six dollars and sixty cents ($18.126.60) and for the purpose of securing indemnifying and saving harmless the said Glenn from all loss and damage on account of the premises the said Beale Randall hath agreed to execute these presents. Now this instrument of writing witnesseth that the said Beale Randall for and in consideration of the premises and of the sum of five dollars current money to him in hand paid by the said John Glenn before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold assigned transferred and set over conveyed and confirmed and by these presents doth grant bargain and sell assign transfer and set over convey and confirm unto the said John Glenn all and singular his the said Randalls interest property estate claim and demand of every nature and description both at law and in equity in and to the partnership concerns of Cook & Randall, Abraham D. Cole, and Company under the New Concern or last partnership formed under that name Cole, Coates and Company and John Coates and Company and to each and every of them, To Hold the same and every part and parcel thereof unto him the said John Glenn his heirs executors administrators and assigns forever. In special trust and confidence nevertheless that it is to pay in trust to retire and pay all and singular the responsibilities herein before mentioned then to pay all such sums of money as the said Reverdy Johnson and James W. McCulloh Esquires may ascertain and determine the said Glenn has advanced for the said Randall and the balance if any to pay over to the said Randall or his order.