Nevertheless the said defendants not regarding their said promises and undertakings ha- not yet paid the aforesaid several sums of money or either of them or any part of either of them to the said plaintiff (although so to do the said Defendant were requested by the said Plaintiff afterwards to wit on the day and year aforesaid and often afterwards at the County aforesaid) but to pay the same the said defendants have hitherto altogether refused and do still refuse so to do to the damage of said plaintiff four hundred thousand dollars and therefore she brings her Suit &c.

John Glenn plaintiffs Attorney

To the defendants named in the with declaration,

Take notice, that on the day of your appearance to this action in Baltimore County Court a rule will be entered requiring you to plead to said declaration within fifteen days thereafter,

John Glenn Clk for Atty

Copies of which said declaration and notice were made and sent with the said writ to the Sheriff of Baltimore County aforesaid thereon endorsed "to be served on defendant,

At which said first day of May in the year eighteen hundred and thirty eight being the return day of the foregoing writ comes into the County Court here the said plaintiff by her Attorney aforesaid and the Sheriff of the County aforesaid to whom the said aforegoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed to wit, Cepi Amto, Copy left D.S. to appear. John W. Walker Shff.

And the said Defendants being called appear in Court here by David Stewart and Charles H. Mazer Esquires her attorneys, And thereupon in pursuance of the notice aforesaid it is ruled by the Court here on motion of the said plaintiff by her attorney aforesaid that the said Defendants answer to the declaration of her the said Plaintiff in the plea aforesaid within the time specified in said notice or Judgment by the Court here will be rendered against them in default thereof. And the said defendants by their said Attorney defend the force and injury when &c. and pray leave of the Court hereto imparle until the first day of September then next, and then to answer to the declaration aforesaid of the said plaintiff in the plea aforesaid, and to them it is granted, the same day is given to the said Plaintiff also. And now here at this day to wit the said first day of September in the year aforesaid to which day the said defendants had leave to imparle and then to reply to the declaration of the said plaintiff in the plea aforesaid came again into the County Court here the parties aforesaid by their attorneys aforesaid and the said defendants by their said attorneys as before defend the force and injury when &c. And say that they cannot deny the action aforesaid of the said plaintiff so ag aforesaid against them brought nor but they the said Defendants did undertake in manner and form as the said plaintiff hath above thereof Complained against them nor but that the said plaintiff hath sustained damages by reason of the non performance of the promises and undertakings in the said declaration mentioned

to the sum of four hundred thousand dollars current money as the said plaintiff hath above supposed Whereupon the said plaintiff by her said Attorney prays Judgment and her damages so acknowledged together with her costs and charges by her about her suit in this behalf expended to be adjudged unto her &c.

Therefore it is considered by the Court here that the said Plaintiff recover against the said John A. Simmons and the said Susan Simmons his wife administratrix as aforesaid as well the said sum of four hundred thousand dollars her damages so above acknowledged to be sustained by reason of the non performance of the said promises and undertakings ag the sum of Ten dollars twenty eight and one third Cents for her costs and charges by her about her suit in this behalf expended to be levied of the goods and chattels which were of the said Eaton R. Partridge at the time of his death in the hands of the said John A Simmons and Susan Simmons administratrix as aforesaid to be administered if so much thereof on their hands to be administered they had and if so much thereof in their hands to be administered they had not then the costs and charges aforesaid to be levied of the proper goods and chattels of the said defendants and the said defendants in mercy &c.

Memorandum Judgment was entered in this cause on the 1st day of November 1838 for $400.000 Damages in Fas & Costs To be released on payment of $42.488.37 with Interest from the 22d December 1835 and costs. To bind assets

And afterwards to wit on the twenty eighth day of December in the year eighteen hundred and thirty eight the said plaintiff by her Attorney aforesaid prosecuted and sued forth out of the County Court here of and upon the Judgment aforesaid the writ of the State of Maryland of Fieri Facias against the said defendants as follows to wit,

Maryland Sct, The State of Maryland to the Sheriff of Baltimore County Greeting. Whereas at a County Court begun (Seal) and held at the Court House in the City of Baltimore on the first day of September in the year of our Lord one thousand eight hundred and thirty eight a certain Margaret Alexander as administratrix with the will of John Partridge to her letters of administration annexed of all and singular the goods and chattels rights and credits which were of the said John Partridge deceased and administered by Eaton R Partridge also deceased who was Executor under said will by the Judgment of the said Court recovered against a certain John A Simmons and Susan Simmons his wife late of Baltimore County which said Susan was administratrix of all and singular the goods and chattels rights and credits which were of Eaton R Partridge late of said County deceased as well the sum of four hundred thousand dollars Current money for her damages which she had sustained by occasion of the non performance of certain promises and assumptions by the said Simmons & wife to the said Margaret Administratrix as aforesaid before that time made as the sum of Ten dollars twenty