accounting the said Defendants were then and there found to be in arrear and indebted to the said Plaintiff in another large sum of money to wit in the further sum of Fifteen Hundred Dollars of lawful money and being so found to be in arrear and indebted to the said Defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook & faithfully promised the said Plaintiff to pay them the last mentioned sum of money when the said Defendants should be thereto afterwards requested. Nevertheless the said Defendants not regarding their said promises and undertakings have 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 Defendants was 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 still refuse to do to the damage of the said Plaintiff Three thousand Dollars and therefore he brings suit &c

Dobbin and Talbott Plaintiff's Attorney

To ——— the Defendant named in the within 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 the said Declaration within fifteen days thereafter.

D. & T.

And thereupon in pursuance of the notice aforesaid it is ruled by the Court here on motion of the said Plaintiff by his attorneys aforesaid that the said Defendants answer to the Declaration of the said Plaintiff in the plea aforesaid within the time specified in said notice or judgment by the Court here will be rendered against him in default thereof

Whereupon the said Defendants by his attorney aforesaid files in said Court the following plea to wit,

In Baltimore County Court — May Term 1849

William Mason & others
vs
Thomas Wilson

} And the said Defendants come and defend the wrong and injury when &c and say that they did not undertake or promise in manner & form as the said Plaintiff has above hereof complained against them and of this they put themselves upon the Country &c

Geo. W. Teackle Defts Atty

On the Back whereof is thus Endorsed, to wit,

Service admitted for D & T. — J. B.

And as to the said plea of the said Defendants whereof he hath put himself upon the Country the said Plaintiff doth the like — Thereupon further process of and upon the premises between the parties aforesaid by order of the Court here thereon is continued until the second Monday in September next. And now at this day that is to say the said second Monday in September to wit, in the year last aforesaid, come again into the said Court here

the parties aforesaid by their Attorneys aforesaid and the said Defendant by his said Attorney relinquishes his said plea by him above pleaded and says that he cannot deny the action aforesaid or as aforesaid against him brought nor but that he the said Defendant did undertake and promise in manner and form as the said Plaintiff above thereof against him hath complained, 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 Three thousand Dollars as by the said declaration is supposed. Whereupon the said Plaintiff by his Attorneys aforesaid prays Judgment and his damages so acknowledged together with his costs and charges by him about his suit in this behalf expended to be adjudged to him &c Therefore it is considered by the Court here that the said Plaintiff recover against the said Defendants as well the said sum of Three thousand Dollars current money for his damages in form aforesaid acknowledged as the sum of Eight Dollars, twenty three and one third cents like money adjudged by the Court here unto the said Plaintiff for his costs and charges by him about his suit in this behalf expended and the said Defendants in mercy &c

Memorandum.

Judgment by confession was entered in this cause on the Eleventh day of September Eighteen hundred & forty nine for Three thousand Dollars, Damages in Nat & Costs. To be released on payment of Fifteen hundred Dollars with Interest from the Seventh day of August One thousand Eight hundred and fifty Eight and Costs.

Test: A. W. Bradford, Clk.

In Testimony that the aforegoing is a full and true transcript of the Record of proceedings in the cause aforesaid in Baltimore County Court (which records by the provisions of the New Constitution were transferred to my custody)

I hereto set my hand and affix the seal of the Superior Court of Baltimore City on this 20th day of October 1858.

Geo. E. Sangston Clk.
Superior Court of Baltimore City

" Defendants Exhibit B"

Filed with Commr Oct 28th 1858 Frederick Pinkney Commr.

State of Maryland, Baltimore County to wit,

At a County Court of the Sixth Judicial District of the State of Maryland begun and held at the Court House in the City of Baltimore in and for the County aforesaid on the second Monday in September being the Tenth day of the same month in the year of our Lord, one thousand Eight hundred and Forty nine

Present

The Honorable William Frick Chief Judge
John Purviance } Associate