hath not yet paid the said sum of money or any part thereof to the said Mummey & Meredith but to pay the same or any part thereof to the said Mummey & Meredith he the said Alexander hath hitherto wholly refused and still doth refuse to the damage of the said Mummey & Meredith in the sum of five thousand dollars current money. and therefore they bring suit and so forth

J. S. Pigman Atty for Plaintiffs Pledges &c. } John Doe & Rich. Roe

and the said Alexander by his said attorney. defends the force and injury, when, &c and saith nothing in bar or preclusion of the action aforesaid of them the said Mummey & Meredith whereby the said Mummey and Meredith remains against the said Alexander therein undefended. Therefore it is considered by the court here, that the said Mummey & Meredith recover against the said Alexander Sanford as well the said sum of five thousand dollars current money for their Damages which they have sustained by reason of the non performance of the promise and assumption aforesaid as the sum of six dollars sixty six and two thirds cents. adjudged by the court here unto the said Mummey & Meredith for their costs and charges by them about their suit in this behalf laid out and expended and the said Alexander in mercy &c.

Memorandum. Judgment was rendered in this action on the 24th. day of April 1820 for $5000. Current money Damages & costs; Damages to be released on payment of $797.40 with Interest thereon from the 17th. day of May 1818 & costs $6.66⅔

Afterwards. to wit on the tenth day of October in the year of our Lord eighteen hundred and twenty John McNeile, Gentleman one of the justices of the Orphans Court of Allegany County filed in court the following supersedeas. to wit you Alexander Sanford George M. Swan & James Reeside do jointly and severally confess Judgment to Mummey and Meredith for the sum of $5000 Damages & costs. Damages to be released on the payment of seven hundred and ninety seven dollars & forty

cents with Interest thereon from the 17th day of may 1818. and costs Six dollars sixty six and two thirds cents which were recovered by the said Mummey & Meredith against the said Alexander Sanford on the 24th day of April in the year of our Lord eighteen hundred and twenty in the Court of Allegany County. the said sum of money & costs to be levied of your bodies goods or chattels lands or tenements for the use of the said Mummey & Meredith in case the said Alexander Sanford shall not pay and satisfy to the said Mummey & Meredith the said sum of money & Costs so as aforesaid recovered with the additional costs hereon at the respective times herein after mentioned to wit one third part thereof with the Interest due on the whole sum and all the costs on or before the 30th day of November next one third part thereof with the Interest on the whole sum then unpaid with the additional costs on or before the first day of May in the year 1821. and the residue thereof with the Interest thereon and additional costs. on or before the 30th day of November in the year 1821. Witness my hand this 9th October 1820.

Jno McNeile

add Costs 66.cts

Afterwards. to wit. on the ninth day of December in the year of our Lord Eighteen hundred and twenty. the said Alexander by Brice N. Howard his Attorney filed in Court here a certain writing obligatory. commonly called an appeal Bond. and which is contained in the following words. to wit. Know all men by these presents that we Alexander Sanford James Reeside and Jonathan Sogster of Allegany County in the State of Maryland are held and firmly bound unto Mummey and Meredith of the City of Baltimore in the sum of Ten thousand dollars current money to be paid to the said Mummey and Meredith or to their certain Attorney their executors, administrators or assigns. to which payment well and truly to be made we bind ourselves and every of us our and every of our heirs, executors and administrators jointly and severally firmly by these presents. sealed with our seals and dated this fourth day of December in the year of our Lord Eighteen hundred and Twenty.