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are held and firmly bound unto the State of Maryland in the full and just sum of nine thousand two hundred and twenty two dollars current money of the United State to be paid to the said State or its certain attorney to which payment well and truly to be made we bind ourselves and every of us our heirs and every of our heirs executors and administrators jointly and severally for and in the whole firmly by these presents sealed with our seals and dated this twenty fourth day of December eighteen hundred and thirty two whereas the said Stephen H. Gough hath purchased of Bennet Gough Thomas W. Gough and Clarring T. Moore commissioners appointed by an order of Saint Marys County Court to resell the real estate of Thomas Gough late of Saint Mary's County deceased one tract of land called Lent a containing three hundred acres more or less for the sum of four thousand six hundred and eleven dollars current money of the United States. Now the condition of the above obligation is such that if the above bound Stephen H. Gough Robert Manning and Lewis Williams or either of them their heirs executors and administators do and shall well and truly pay or cause to be paid unto the legal representatives of the said Thomas Gough deceased their and each of their respective share or proportion of four thousand six hundred and eleven dollars current money being the amount of the purchase money aforesaid with legal interest thereon in manner following that is to say the sum of one thousand five hundred and thirty seven dollars part thereof with legal interest on the whole sum on or before the twenty fourth day of December next ensuing the date above written the sum of one thousand five hundred and thirty seven dollars other part thereof with legal interest on the whole sum then due on or before the twenty fourth day of December eighteen hundred and thirty four and the further sum of one thousand five hundred and thirty seven dollars residue and in full payment thereof with legal interest thereon on such sum as may be then due on or before the twenty fourth day of December eighteen hundred and thirty five then this obligation to be void but if default shall be made of or in payment of any or either of the said several and respective sums of money above mentioned or any part of any or either of them together with legal interest as aforesaid on any or either of the said several and respective days and times above limited for payment of the same according to the true intent and meaning of these presents then this obligation to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of Jo. H. Bean as to Gough and Manning in the presence of James Dorsey as to Lewis Williams

S. H. Gough (Seal)
Robt. Manning (Seal)
Lewis Williams (Seal)

Saint Marys County to wit. I hereby certify that the foregoing is truly copied from the original filed in my office.

(Seal) In testimony whereof I have hereunto set my hand and affixed the seal my office this ninth day of June eighteen hundred and thirty five. Jo. Harris, Clk. St. Marys County Court

Which being read and heard the said Stephen H. Gough Robert Manning and Lewis Williams say that the said State of Maryland the action aforesaid thereof against them to have or maintain ought not because they say that the said Stephen H. Gough Robert Manning and

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Lewis Williams in the condition of the writing obligatory mentioned from the time of making the said writing obligatory hitherto have well and truly observed performed fulfilled and kept all and singular the matters and things in the said condition of the said writing obligatory mentioned and contained which they according to the force form and effect of the same condition ought to have observed performed fulfilled and kept to wit at the County aforesaid and this they the said Stephen H. Gough Robert Manning and Lewis Williams are ready to verify and so forth, wherefore they pray Judgment of the said State ought to have to maintain the action aforesaid thereof against them the said Stephen H. Gough Robert Manning and Lewis Williams and so forth.

And whereupon the said Stephen H. Gough Robert Manning and Lewis Williams by their said attorney pray that the said State of Maryland may reply to the answer of the said Stephen H. Gough Robert Manning and Lewis Williams in the plea aforesaid whereupon it is ruled by the Court here that the said State of Maryland reply to the answer of the said Stephen H. Gough Robert Manning and Lewis Williams in the plea aforesaid and if she doth not reply to the said answer of the said Stephen H. Gough Robert Manning and Lewis Williams Judgment will be rendered against her by default and the said State of Maryland by her said attorney saith that by reason of anything by the said Stephen H. Gough Robert Manning and Lewis Williams in their plea above alledged ought not to be barred from having and maintaining her action aforesaid against them because protesting that the said Stephen H. Gough Robert Manning and Lewis Williams in the condition of the said writing obligatory mentioned have not well and truly performed observed fulfilled and kept all and every thing on their part to be performed observed fulfilled and kept according to the form and effect of the condition of the said writing obligatory to wit at St. Marys County aforesaid for replication. Nevertheless the said State by its said attorney saith that at the time of making the said writing obligatory in the declaration aforesaid mentioned the said William Woodward in right of his wife" for whose use the State in this behalf prosecutes was one of the legal representatives of Thomas Gough who died leaving the following heirs to wit Edward Gough Ann P. Gough, &c. and the said State says that after the death of the said Thomas Gough to wit, on the first Monday of March eighteen hundred and thirty two a commission of partition was prayed for and granted by St. Mary's County Court agreeably to the act of Assembly to direct descents and its supplements on the real estate of the said Thomas Gough and under said commission the said Stephen H. Gough became the purchaser at the commissioners sale of said real estate for four thousand six hundred and eleven dollars by reason whereof the said William Woodward in right of his wife at whose instance the original writ in this case was impetrated became entitled to demand and receive of the said Stephen H. Gough nine hundred and six dollars and seventy nine 4/5 cents being the share of the said William Woodward in right of his wife and the other children of the said Thomas Gough deceased after expences were deducted with legal interest thereon from the twenty fourth of December eighteen hundred and thirty two. Nevertheless the said Stephen H. Robert and