said Jonathan Waller, brings into Court here the body of the said Jonathan Waller to answer unto the said Handy H Irving trustee as aforesaid in the plea aforesaid, And the said Jonathan Waller being called appears in Court here by Richard H Handy his attorney; & thereupon on motion of the said Handy H. Irving trustee as aforesaid by his attorney aforesaid it is ruled by the Court here that the said Jonathan Waller give special bail in the plea aforesaid: whereupon a certain Isaac Hitch of Somerset County comes here into Court in his proper person, and with the consent of the said Handy H Irving trustee as aforesaid by his attorney aforesaid becomes pledge and bail for the said Jonathan Waller, that if it shall happen that the said Jonathan Waller shall be convicted at the suit of the said Handy H Irving, trustee as aforesaid in the plea aforesaid, then the said Joshua Hitch consents that as well the debt aforesaid as all such damages costs and charges as shall be adjudged unto the said Handy H Irving trustee as aforesaid in this behalf shall be made of his body lands and chattels and levied to the use of the said Handy H Irving trustee as aforesaid, if it shall happen that the said Jonathan Waller shall not pay the said debt, damages costs and charges or render himself to the custody of the said Sheriff on that occasion: whereupon on motion of the said Jonathan Waller by his attorney aforesaid it is ruled by the Court here that the said Handy H. Irving trustee as aforesaid declare against the said Jonathan Waller in the plea aforesaid or judgment of the Court here will be rendered against him in default thereof; whereupon the said Handy H Irving trustee as aforesaid prays leave of the Court here to imparle unto the second day of April Term next, and then to declare against the said Jonathan Waller in the plea aforesaid and to him it is granted, the same day is given to the said Jonathan Waller also. And now at this day to wit, the said second day of April Term in the year of our Lord eighteen hundred and twenty three, comes again into Court here as well the said Handy H Irving, trustee as aforesaid by his attorney aforesaid as the said Jonathan Waller by his attorney aforesaid; whereupon the said Handy H Irving trustee as aforesaid by his attorney aforesaid files in Court here a writing obligatory in the words following, to wit.

Know all men by these presents that we Jonathan Waller of the County of Sussex in the State of Delaware and Richard Waller and John Fowler of Somerset County State of Maryland, are held and firmly bound unto Handy H Irving of Somerset County Maryland trustee for the sale of the real estate of Esme M Waller late of Somerset County deceased in the full and just sum of twelve thousand dollars lawful money of the United States of America, to be paid to the said Handy H. Irving trustee as aforesaid or to his certain attorney to which payment well and truly to be made and done we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents: Sealed with our seals and dated this twenty eighth day of September eighteen hundred and twenty two. Now the Condition of this obligation is such that if the above bound Jonathan Waller shall pay or cause to be paid to Handy H. Irving trustee as aforesaid the full and just sum of one thousand nine hundred and three dollars and the third of a dollar with interest from the date hereof on or before the twenty eighth day of September eighteen hundred and twenty three; and the further sum of one thousand nine hundred and three dollars and the third of a dollar with interest from

this day on or before the twenty eighth day of March eighteen hundred and twenty four, and the further sum of One thousand nine Hundred and three dollars and the third of a dollar with interest from the date of these presents, on or before the twenty eighth day of September eighteen hundred and twenty four: then the foregoing obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law. Witness our hands and seals the day and year first within written.

Jonathan Waller (Seal)
Richard Waller (Seal)
Signed, sealed and delivered in the presence of Belitha Christopher — John Fowler (Seal)

In Testimony that the foregoing is a true copy from the original I have hereto set my hand and affixed the public seal of my office this sixteenth day of April in the year of our Lord one thousand eight hundred & twenty four — Geo Handy Clk Somt. Coty Ct

And on the same day and year aforesaid to wit, on the second day of April Term aforesaid the said Handy H Irving trustee as aforesaid by his attorney aforesaid declares against the said Jonathan Waller in the plea aforesaid in the form following to wit. Somerset County to wit Jonathan Waller late of Somerset County Gentleman was summoned to answer unto Handy H Irving trustee for the sale of the Real estate of Esme M. Waller of a plea that he render unto him twelve thousand dollars current money which to him he owes and unjustly detains. And whereupon the said Handy H Irving trustee as aforesaid by W.W. Handy his attorney saith, that whereas the aforesaid Jonathan Waller the twenty eighth day of September in the year of our Lord eighteen hundred & twenty four, at the County aforesaid by his certain writing obligatory sealed with the seal of the said Jonathan Waller, and here into Court now brought, the date whereof is the day and year aforesaid had granted himself to be held and firmly bound unto the said Handy H Irving trustee as aforesaid in the aforesaid sum of twelve thousand dollars to be paid to the said Handy H Irving trustee as aforesaid, when thereunto afterwards he should be legally required. Nevertheless the aforesaid Jonathan Waller although often legally required, the aforesaid sum of money or any part thereof, to the said Handy H Irving trustee as aforesaid yet hath not paid, but the same to him trustee as aforesaid to pay hitherto altogether hath refused and still doth refuse, whereupon the said Handy H Irving trustee as aforesaid saith he is worse and hath damage twelve thousand dollars and thereof he brings suit. And brings here into this Court the writing obligatory aforesaid, which the debt aforesaid in form aforesaid doth testify, the date whereof is the day and year aforesaid.

W.W. Handy Tefft's atty. John Doe & Richard Roe pledges &c.

And the said Jonathan Waller by his attorney aforesaid defends the force and injury when and so forth and prays leave of the Court here to imparle until September Term next and he hath it the same day is given to the said Handy H. Irving trustee as aforesaid in the plea aforesaid there. Whereupon at September Term in the year of our Lord eighteen hundred and twenty four the said Jonathan Waller comes into Court here by his attorney aforesaid as well as the said Handy H Irving trustee as aforesaid by his attorney aforesaid, and the said Jonathan Waller by his Attorney aforesaid says he cannot deny the action aforesaid of the said Handy H Irving trustee as aforesaid, so as aforesaid against him brought, nor can he deny but that he owes unto the said Handy H Irving trustee as aforesaid the sum of Twelve thousand dollars current money of Maryland, in manner and form as the said Handy H. Irving trustee as aforesaid against him hath alleged, therefore it is considered by the Court here, that the said Handy