fourth Monday of November instant to answer unto Handy H. Irving, Trustee for the sale of the real estate of Esme M. Waller in a plea that he render unto him the sum of twelve thousand dollars current money which to him he owes and unjustly detains &c. Thereof fail not at your peril and have you then and there this Writ. Witness the Honorable William Bellamy Chief Judge of the County Courts in the Fourth Judicial District of Maryland the 26th day of May Anno Domini 1823. Issued the 1st day of November AD. 1823. Test Geo. Handy Clk

At which said fourth Monday of November in the year of our Lord eighteen hundred & twenty three, comes into the County Court here the said Handy H. Irving trustee as afs.d by his attorney aforesaid, and the Sheriff of Somerset County to whom the said aforegoing writ was informed aforesaid directed makes return thereof to the Court here that he hath taken the body of the said John Fowler and him hath here ready to answer unto the said Handy H. Irving trustee as afs.d in the plea aforesaid, as by the said writ he was commanded. And the said Sheriff of Somerset County being called upon by order of the Court here to bring into Court the body of the said John Fowler, brings into Court here the body of the said John Fowler to answer unto the said Handy H. Irving Trustee as aforesaid in the plea aforesaid, and the said John Fowler being called appears in Court here by Richard A. Handy his attorney, and thereupon on motion of the said Handy H. Irving trustee as afs.d by his attorney afs.d is ruled by the Court here that the said John Fowler give special bail in the plea aforesaid. Whereupon a certain Joshua 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 John Fowler, that if it shall happen that the said John Fowler 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 afs.d 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 afs.d if it shall happen that the said John Fowler 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 John Fowler by his attorney aforesaid, it is ruled by the Court here that the said Handy H. Irving trustee as aforesaid, declare against the said John Fowler 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 afs.d by his attorney aforesaid prays leave of the Court here to imparle until the second day of April Term next and then to declare against the said John Fowler in the plea aforesaid, and to him it is granted the same day is given to the said John Fowler 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 four comes again into Court here as well the said Handy H. Irving trustee as aforesaid by his attorney aforesaid, as the said John Fowler by his attorney aforesaid; whereupon the said Handy H. Irving, trustee as 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 afs.d 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 & year first within written. Jonathan Waller (seal) Richard Waller (seal) John Fowler (seal)

Signed sealed and delivered in the presence of Belitha Christopher

In Testimony that the foregoing is a true Copy from the original I have hereto set my hand and affixed the publick seal of my Office this sixteenth day of April in the year of our Lord one thousand eight hundred and twenty four. Geo. Handy Clk S.C.C. (seal)

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 John Fowler in the plea aforesaid in the form following to wit. Somerset County to wit. John Fowler late of Somerset County was attached to answer 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 which to him he owes and unjustly detains. And whereupon the said Handy H. Irving by Wm. W. Handy his attorney saith that whereas the said John Fowler the 28th day of September in the year of our Lord eighteen hundred and twenty four at the County afs.d by his certain writing obligatory sealed with the seal of the said John Fowler and here into Court now brought the date whereof is the same day and year aforesaid, had granted himself to be held and firmly bound unto the said Handy H. Irving trustee as afs.d in the afs.d sum of twelve thousand dollars, to be paid to the said Handy H. Irving trustee as afs.d whenever thereunto he should be legally required. Nevertheless the said John Fowler, altho' often legally requested, the afs.d sum of money or any part thereof yet hath not paid but the same to him to pay hitherto altogether hath refused and still doth refuse, to the damage of the said Handy H. Irving trustee as afs.d twelve thousand dollars, wherefore he brings suit &c. Wm. W. Handy & Stiffs Atty. — John Doe & Richard Roe — Pledges &c.

And the said John Fowler 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 afs.d in the plea afs.d then &c. Whereupon at September Term in the year of our Lord eighteen hundred and twenty four, the said John Fowler 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 John Fowler by his attorney aforesaid says he cannot deny the action aforesaid of the said Handy H. Irving trustee as aforesaid. Nor aforesaid