to secure him against loss in purchasing or taking up for said Easton
credited sales the Notes of Reed Easton &c by him endorsed as aforesaid and
to cover and protect him in his compensation for making said purchase and that
in the amount value and character of the property of said Easton affected
by the lien of said judgment and for what amount to enter himself incumbering to
relinquish his said lien to your petitioner of your Honor shows so engage
and may it please your Honor to grant the claim of said Philip Roman
or shows cause why appear entitled to any part thereof which your petitioners prays
he is and) to order and direct that he be compelled to bring into Court all
moneys received by him from said I Devan Roman or Moses Johnston
Bros &c as aforesaid and to compel to what (if needs be) whether he received
and his claim against the said in the proceedings or rely on what he has
received as aforesaid together with the family of the judgment aforesaid
and that upon payment he be compelled to assign the said judgment and all
his rights thereunder for the benefit of your petitioner and others similarly
entitled under these proceedings. And finally may it please your Honor
to grant all proper and equitable relief to your petitioners as against the
claim aforesaid of said Roman which the case may justify and to
order and direct that the said Roman be compelled to answer the premises
by a day in your Honors order to be fixed &c And your petitioner will
pray

S Yeaste Weis I Shaff Stockton Solors for Compts.

Circuit Court for Baltimore City November Term 1862

Ordered this 18 day of November 1862 that the matter of the aforegoing
petition be set down for hearing on the 18 day of December next and
the defendant I Philip Roman is hereby required to answer the same
on or before said day provided a copy of this order and of the said
petition be served on said defendant or his Solicitor on or before the 24th
instant.

Wm Geo Krebs.

Exhibit I S S. Know all men by these presents that I the undersigned
Hezekiah Easton of Franklin County in the State of Pennsylvania
am held and firmly bound unto I Philip Roman of Allegany City
in the State of Maryland in the full and just sum of Forty thousand dollars
lawful money of the United States to be paid unto the said I Philip
Roman or his certain certain attorney executors administrators or
assigns the payment whereof well and truly to be made and done
I bind myself my Heirs executors and administrators and every
of them firmly by these presents Sealed with our seals and dated
this 29 day of May in the year of our Lord 1857 Now the condition
of the above obligation is such that if the above bound Hezekiah Easton
his heirs executors and administrators or any of them shall well
and truly pay or cause to be paid unto the said named I Philip Roman
or to his certain attorney executors administrators or assigns the
full and just sum of Twenty thousand dollars lawful money as
aforesaid on or before the 25 day of April in the year 1859 without
fraud or further delay with lawful interest for the same from the
25 day of April last in the present year 1857 the said interest to
be paid annually then the above obligation to be void otherwise to be

and remain in full force and virtue. And further I the said Hezekiah Easton do
hereby authorize and empower any Attorney of any Court of Record in Franklin County
aforesaid or in the State of Pennsylvania to appear for me and after one or more
declarations filed by the above party thereupon to confess Judgments for the same
in favor of the said I Philip Roman his heirs executors administrators or assigns
against me or the said heirs or any subsequent term with costs of suit and
release of all errors subject to a stay of execution until the said 25 day of April
in the year 1859 when the said debt becomes due and payable as aforesaid
Witness I S Duggett Frances M Darby. H Easton (seal)

Docket Entries

I Philip Roman of Allegany City Md vs H Easton — No 215 Aug t Term 1857 20 Aug 1857 Judgment in favor of plaintiff on penal bond dated 29 May 1857 for $40.000.00 con. defend for the payment of $20.000 on the 25 day of April 1859 with interest from the 25th Apl 1857 See paper

Penalty $40.000.00
Penal Debt 20.000.00
Interest from 25 Apl 1857.

Sci fa to Aug t Term 1863 No 138

State of Md County of Franklin ss I A D Chapman Prothonotary of the Court of Common Pleas for the County of Franklin in said State do hereby certify that the above and foregoing pages contain a true copy and perfect transcript of the Record and proceedings in the said cause so filed and entered as the same remains of record in my office. In testimony whereof I have hereunto set my hand and affixed the seal of the said Court at Chambersburg this 30 day of September A D 1862

(Seal)

A D Chapman Prothonotary

Woodvill and others vs Reed Easton and others } To the Honorable William Geo Krebs Judge of the Circuit Court for Baltimore City. The answer of I Philip Roman to the petition of the Complainants in this cause filed against him on the 11 November 1863 respectfully shewith that he admits that he the holder and owner of certain promissory Notes of Reed Easton and Company endorsed by Hezekiah Easton and filed by this Respondent in this cause and for greater certainty he refers to said Notes. This respondent denies that they do not belong or in any part the property of Hezekiah Easton the endorser thereon, or that they were purchased by this respondent under any such agreement as is stated and set forth in said petition or that any such agreement is sufficiently proven or confirmed against or by this respondent in this cause which is now for the first time introduced by this petitioner as a litigant in this cause. And this Respondent says that the true agreement between this respondent and the said Hezekiah Easton was as follows that the said Hezekiah Easton was very much interested in seeing the Commercial success and credit of the firm of Reed Easton and to above paper he the said Hezekiah had endorsed to an amount of about forty thousand dollars that the said Hezekiah knowing that the said paper could not be paid by the makers at maturity was extremely desirous that it should be retired from the hands of its then holders before its maturity upon his being satisfactorily secured in its ultimate payment in full that to