John Eschback and the said John E. Eschback did bind themselves their heirs executors and administrators jointly, and severally with a condition in the said writing obligatory contained, that if the said John E. Eschback should well and truly keep and perform the terms and condations of a contract entered into by him with the said R. D. Wood and Company bearing date the 29th day of July 1881 on his part to be kept and performed and should indemnify and save harmless the said R. D. Wood and Company as thereon stipulated, then the said writing obligatory should be void; otherwise it should remain in full force and virtue.

And the plaintiffs further say that the said John E. Eschback in and by the contract bearing date July 29th 1881 in said writing obligatory mentioned agreed upon the consideration therein mentioned, at his own proper cost and expense to do all the work and furnish all the materials required for the following purposes to wit: To build a distributing Reservoir on Powers Hill in the Second ward, in the Borough of McKeesport, State of Pennsylvania, according to the specifications thereto annexed, entitled "Specifications for Reservoir and Pipe Laying"; all the clauses of which specifications, except Clause 18, being made a part of said agreement, for which work and materials R. D. Wood and Company agreed to pay $17,600, at the times and upon the conditions mentioned in the said written contract.

And the plaintiffs further say that though they did all the things agreed to be done by them in and by said contract, and at the times and in the manner therein stipulated, and all things have happened and occurred, and all periods of time have elapsed to entitle the plaintiffs to a performance by the said John E. Eschback of his said agreement and contract and to entitle the plaintiffs to maintain this action, yet the said John E. Eschback did wholly fail and refuse well and truly to keep and

perform the conditions of the said contract and save harmless the said R. D. Wood & Company in respect thereto, whereby the said writing obligatory has become forfeited.

And the plaintiffs claim $15,000.

Bernard Carter

Atty for Plffs.

(Endorsed)

Service of Copy admitted on this 8th day of May 1884.

John P. Poe

Defts Atty."

L.S.

True Copy of Original filed in above entitled cause on 8 May 1884.

Test:

Jas W. Chew Clerk.

Auditors Exhibit "J. E. No. 2."

(Filed 21st June 1884)

In the Court of Common Pleas.

Baltimore City to wit:

William Q. Caldwell by William A. Stewart his attorney sues John Eschback, for money payable by the defendant to the plaintiff.

1. For goods bargained and sold by the plaintiff to the defendant.

2. And for work done and material provided by the plaintiff for the defendant.

3. And for money lent by the plaintiff to the defendant.

4. And for money paid by the plaintiff for the defendant at his request.

5. And for money received by the defendant for the use of the plaintiff.

6. And for money found to be due from the defendant to the