thereof we bind ourselves jointly and severally and each of our heirs executors and administrators firmly by these presents for the whole unto the said Ephraim Howard & Joshua Howard their heirs executors administrators or assigns sealed with our seals & signed with our names in witness thereof this sixteenth day of August 1785. Whereas Henry Nelson purchased the sixteenth day of August 1785. of Ephraim Howard of Jeff. and Joshua Howard executors of James Howard at public vendue all the lands devised unto James Howard by his Father Henry, being part of Dorsey's Grove and Second discovery said to contain four hundred & three acres of land, Dorsey's Grove to be laid off from the heap of Stones agreable to the running in 1750. the lands devised James Howard by his Father said to contain fifty five acres & seventy seven p.s the land conveyed James Howard by his Mother said to contain forty four & a half acres of land being part of Dorseys Grove, the land James Howard purchased of Joseph Hickens said to contain one hundred acres, and a part of Howards Resolution laying between Hickensis land and James Howards deeded by his Father said to be thirty three acres at three pounds ten shillings & six pence p acre.- Now the Condition of the above obligation is such that if the above bound Henry Nelson his heirs executors or administrators do pay or cause to be paid unto the above mentioned Ephraim Howard and Joshua Howard their heirs executors administrators or assigns the sum of three pounds ten shillings & six pence currency in specie for every acre of land contained in the several parcels of land agree to the running in 1750. without fraud or delay with legal interest from the day and year above written then the above obligation to be void else to remain in full force and virtue in law

The interlining the words "of land" was before signing or sealing the above obligation. — } Henry Nelson — (Seal)

Signed sealed & acknowledged in presence of } Rich.d Green — (Seal)

Vachel Dorsey Jun.r

(Indorsement on the back of the Bond.)

In case the interest of the within obligation is paid annually with punctuality, the principal is not to be called for one half until the first of August 1788. the other half not until the first of August 1791. Witness our hands the sixteenth August 1785.

Ephraim Howard of Jeff. Joshua Howard, executor of James Howard.

And the said Henry Nelson by his attorney aforesaid as before, defends the force and injury when and so forth, and prays further leave of the Court here to imparle until the second tuesday in May next; and to him it is granted: and the same day is given to the said Ephraim Howard and Joshua Howard executors as aforesaid also.

At which said second tuesday in May court, the thirteenth day of the same month Anno Domini one thousand seven hundred and eighty eight, come again into our General Court here as well the said Ephraim Howard and Joshua Howard executors of James Howard by their attorney aforesaid, as the said Henry Nelson by his attorney aforesaid. - And the said Henry Nelson by his attorney aforesaid as before defends the force and injury when and so forth, and prays further leave of the Court here to imparle until the second tuesday in October next: and to him it is granted: and the same day is given to the said Ephraim Howard and Joshua Howard executors as aforesaid also. —

At which said second tuesday in October court, the fourteenth day of the same month Anno

Anno Domini one thousand seven hundred and eighty eight, come again into our General Court here as well the said Ephraim Howard and Joshua Howard executors as aforesaid by their attorney aforesaid, as the said Henry Nelson by his attorney aforesaid. - And the said Henry Nelson by his attorney aforesaid as before, defends the force and injury when and so forth, and prays further leave of the Court here to imparle until the second tuesday in May next: and to him it is granted and the same day is given to the said Ephraim Howard and Joshua Howards executors as aforesaid also. —

And now here on this day court, the said second tuesday in May being the twelfth day of the same month Anno Domini one thousand seven hundred and eighty nine, come again into our General Court here as well the said Ephraim Howard and Joshua Howards executors as aforesaid by their attorney aforesaid, as the said Henry Nelson by his attorney aforesaid. - And the said Henry Nelson by his attorney aforesaid saith that he cannot deny the action aforesaid of the said Ephraim Howard and Joshua Howard executors as aforesaid so as aforesaid against him brought nor but that he owes to the said Ephraim Howard and Joshua Howard executors as aforesaid the said sum of four thousand five hundred pounds currentmoney in such manner and form as the said Ephraim Howard and Joshua Howard executors aforesaid heretofore against him have declared. - Therefore it is considered by the Court here that the said Ephraim Howard and Joshua Howard executors as aforesaid recover against the said Henry Nelson as well the sum of four thousand five hundred pounds currentmoney their debt aforesaid in form aforesaid confessed, as also the quantity of six hundred and eighty nine pounds and four fifths of a pound of tobacco unto the said Ephraim Howard and Joshua Howard executors as aforesaid on their assent adjudged as well for their damages sustained by reason of the detention of that debt as for their costs and charges by them about their suit in this behalf laid out and expended — and the said Henry Nelson in mercy and so forth. —

Memorandum, Before the signing of the aforegoing Judgment, the Parties aforesaid by their attornies aforesaid file in Court here the following Terms court.

Ephraim Howard and Joshua Howard Exors of James Howard. against Henry Nelson.

Judgment to Nar.:

It is agreed by the parties that the above Judgment shall be released on payment of such principal sum of money as Cornelius Howard of Baltimore county shall award on surveying the lands sold by James Howard's executors to the Defendant rating the said lands which are clear of elder surveys, at three pounds ten shillings and six pence currentmoney per acre: Interest to be calculated, on the principal sum awarded from the 16th August 1785. - Stay of Execution until the said sum shall be ascertained. A Ridgely p Pltf. L Martin for Deft. —

Test John Gwinn Clk.

And the said Cornelius Howard agreable to the reference given him, files in Court here his award court, I the above named Cornelius Howard do award the principal sum of two thousand four hundred and fourteen pounds twelve shillings and six pence currentmoney to be paid for six hundred and eighty five acres of land sold by James Howards executors to the above mentioned Henry Nelson. Witness my hand May the 12th 1790. Corn. Howard.

Memorandum, Judgment was undered in this cause on the tenth day of June Anno Domini one thousand seven hundred and eighty nine, for penalty and costs, to be released p Terms. Test John Gwinn Clk