of July in the year of our Lord one thousand seven hundred and eighty seven at Baltimore county aforesaid by their certain writing obligatory sealed with the seals of the said John Eager Howard William Goodwin, William Hammond Lyde Goodwin and Leonard Herbaugh, acknowledged themselves to be held and firmly bound unto the said Cornelius Howard in the said two thousand pounds, to be paid to the said Cornelius when they the said John Eager Howard William Goodwin, William Hammond, Lyde Goodwin, and Leonard Herbaugh should be thereto afterwards requested. Nevertheless the aforesaid John Eager Howard, William Goodwin, William Hammond, Lyde Goodwin and Leonard Herbaugh or any of them, although oftentimes requested the said two thousand pounds or any part thereof to the aforesaid Cornelius have not, nor hath either of them as yet rendered or paid, but the same to the said Cornelius to render or pay hitherto have refused and still do refuse, wherefore the said Cornelius saith he is worse and hath damage to the value of one hundred pounds of like lawful money aforesaid, and therefore he brings his suit and so forth, and the said Cornelius brings here into court the said writing obligatory which witnesseth the debt aforesaid in form aforesaid, the date whereof is the day and year above written and so forth.

Saml. Johnston attorney for the plaintiff pledges to prosecute { Jno. Doe & Richard Roe

Oyer of the writing obligatory aforesaid

Know all men by these presents that we John Eager Howard William Goodwin, William Hammond Lyde Goodwin and Leonard Herbaugh Commissioners for building a Market House in Baltimore are held and firmly bound unto Cornelius Howard in trust for Mrs. Violetta West in the sum of two thousand pounds lawful money of Maryland, to be paid to the said Cornelius Howard his certain attorney, executors administrators or assigns, to which — payment well and truly to be made and done, we bind ourselves our heirs executors and administrators firmly by these presents sealed with our seals, dated the nineteenth day of July in the year of our Lord one thousand seven hundred and eighty seven

The condition of this obligation is such that if the above bounden John Eager Howard, William Goodwin, William Hammond Lyde Goodwin and Leonard Herbaugh, their heirs executors, administrators or any of them shall and do well and truly pay or cause to be paid unto the above named Cornelius Howard, his certain attorney heirs executors or administrators or assigns, the just and

full sum of one thousand pounds lawful money aforesaid with Interest from the eighteenth day of April one thousand seven hundred and eighty six without fraud or further delay, then the above obligation to be void or else to be and remain in full force and virtue

Sealed and delivered in the presence of Cornelius H. Gist { William Goodwin (seal) Lyde Goodwin (seal) J. E. Howard (seal) Wm. Hammond (seal) Leonard Herbaugh (seal)

A copy of which aforegoing Declaration and oyer was made and sent with the writ which issued in the plea aforesaid

At which said second tuesday of May being the eleventh day of the same month anno Domini seventeen hundred and ninety and the day of the return of the aforegoing writ comes the aforesaid Cornelius Howard by his attorney aforesaid and the Sheriff of Baltimore County to whom the same writ was made and directed likewise comes and makes return thereof to the court here thus endorsed to wit

"Lepi Leonard Herbaugh copy left 10th. April same day with Lyde "Goodwin with Wm. Goodwin 17th. with Wm. Hammond 19, N. E. Howard "copy left 19th. April — Thos. Rutter Sheriff

And the aforesaid John Eager Howard, William Goodwin William Hammond, Lyde Goodwin, and Leonard Herbaugh by Robert Smith and David McMecken their attornies come and defend the force and injury, when and so forth, and pray leave to imparle hereunto until next court, and they have it and the same day is given to the plaintiff also

At which said next court to wit the twelfth day of October anno Domini seventeen hundred and ninety, comes again as well the aforesaid Cornelius Howard by his attorney aforesaid, as the aforesaid John Eager Howard William Goodwin, Lyde Goodwin and Leonard Herbaugh by their attornies aforesaid

And the aforesaid John Eager Howard, William Goodwin, William Hammond, Lyde Goodwin, and Leonard Herbaugh by their attornies aforesaid, as before defend the force and injury when and so forth and say that the said Cornelius Howard his action aforesaid against them to have or maintain ought not, because they say, that they the said John Eager Howard, William Goodwin, William Hammond, Lyde Goodwin and Leonard Herbaugh did pay unto the said Cornelius Howard the said sum of money in the condition of the said writing — obligatory, and this they are ready to verify, wherefore they pray Judgment if the said Cornelius Howard his action aforesaid against them to have or maintain ought and so forth

And the said Cornelius Howard saith that he by any thing by the said John Eager Howard William Goodwin William Hammond Lyde

Goodwin