

the full and just sum of One thousand Dollars, current money, to which payment will and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, Executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 16th day of April Eighteen hundred and sixty eight ~ Whereas the said George Cramer is about to obtain from the Circuit Court, for Frederick County, an injunction against the said Henry Fogle to restrain him from cutting timber upon the land, in the proceedings aforesaid. ~ Now the Condition of this Obligation is such, that if the said George Cramer shall prosecute the said writ of injunction with effect, and satisfy and pay all costs damages and charges, that shall accrue in the Circuit Court, for Frederick County, or be occasioned to the said Henry Fogle by this injunction, unless the said Court shall decree to the contrary; and shall in all things obey such order and decree as the Circuit Court for Frederick County shall make in the premises, then this obligation to be void, else to remain in full force and virtue. ~

Witness

Wm. B. Nelson

George Cramer
D. H. Hinesman

(Seal)
(Seal)

Filed and Approved, April 17th 1868 ~

Injunction

The undersigned, Frederick County, Set:

The State of Maryland to Henry Fogle, his agent and Attorney of Frederick County - Greeting ~ Whereas George Cramer has exhibited to us in our Circuit Court, sitting as a Court of Equity, his Bill of Complaint against you the said Henry Fogle, your Agents and Attorneys, from cutting more of the timber on the premises described in an article of Agreement dated the 3rd day of February A.D. 1866, by and between you the said Henry Fogle and the aforesaid George Cramer, than may be required for your own use, until the further order in the premises of this our Honorable Court.

We do therefore hereby command and strictly enjoin you the said Henry Fogle, your Agents and Attorneys, from cutting more of the timber on the aforesaid premises than is necessary and may be required for your own use, until the further order of this Honorable Court as a Court of Equity. ~

Witness the Honorable Madison Nelson Chief Judge of this our said Court, the 17th day of February A.D. 1868 ~

Sealed this 17th day of April A.D. 1868. ~

Filed April 17th 1868 ~

Charles Meany, Clerk

Endorsed, "Served" April 21st 1868 ~

H. O. Neighbors, Sheriff

Answer of Henry Fogle

The Answer of Henry Fogle, to the Bill of Complaint of George Cramer filed against this Defendant, in the Circuit Court for Frederick County sitting as a Court of Equity. ~

This Respondent says for answer, he admits that he bought of the complainant, George Cramer, on the 3rd day of February 1866, a tract of land containing about thirty acres more or less, described in the proceedings in this cause; that he did sign and seal the agreement of purchase filed by the complainant in this cause marked Exhibit "C" and in accordance therewith, took possession of said premises on or about the 4th day of April 1866, and complied with his part of the agreement by paying to the complainant the first installment of the purchase money. ~ This Respondent further admits that he did agree with said Cramer "not to cut more of the timber on the premises than what he required for his own use, until the said Cramer is satisfied;" and this Respondent did not agree to refrain, as the complainant alleges, from cutting timber on or said premises, until said

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