rent due from him, this plaintiff avers, that his claim amounts to $1,648.34.

That about the first of May, 1828, Thomas Clagett stopped payment and failed in his business as a merchant; and therefore, he made and executed a deed, on the 17th of May, 1828, whereby he conveyed to Henry Readel and Daniel Cobb, the stock of goods and property, of every description, belonging to him in the store then occupied by him in the City of Baltimore, and all debts, sums of money and claims due, owing, payable, or belonging to him; and all books, bills, notes, evidences and vouchers whatever, touching or concerning the same, all which property was particularly described in a certain schedule, or inventory, then in the possession of Charles Salmon; to have and to hold the same in trust for the benefit of the creditors of the said Thomas Clagett.

That, on the 26th of the same month, an agreement was entered into in the following words: "We, the undersigned, acting as the representatives of the creditors of Thomas Clagett on the one part, and Charles Salmon on the other; have agreed and do hereby agree to the following arrangement, and bind our respective principals to comply with and fulfil the same, viz:

"1st. A correct inventory of the goods shall be taken by two persons appointed by each party, at the cost, or such prices as the same have been invoiced at by Thomas Clagett; provided they have not been set down at more than the actual cost of the same.

"2nd. The books, notes and other evidences of debt, shall be forthwith put into the hands of Charles Salmon; who shall use all due diligence in the collection of the same. All the personal and real property of said Thomas Clagett, excepting clothing and watch,

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the executor of the principal obligor within nine months after his refusal to pay, and the consequent loss of the remedy against the estate of the principal debtor, is no bar to the action against the surety. *Banks* v. *State*, 62 Md. 88.

When the condition of a bond was to prosecute with effect a writ of injunction in the Court of Chancery, a failure to prosecute with effect an injunction on the equity side of a County Court is not a breach of the bond. *Morgan* v. *Morgan*, 4 G. & J. 400. An injunction bond is only binding with reference to the judgment it recites, and is security for the payment of no other, and where the judgment recited is stated to have been at April Term, 1801, when it was in fact at September Term, 1801, it was held that the bond was not liable. *Morgan* v. *Blackiston*, 5 H. & J. 61.

As to what is delivery of a bond, see *Clarke* v. *Ray*, 1 H. & J. 318; *Burgess* v. *Lloyd*, 7 Md. 178. As to pleading in a suit on a bond, see *Union Bank* v. *Ridgely*, 1 H. & G. 324; *Morgan* v. *Morgan*, 4 G. & J. 395; *Armstrong* v. *Robinson*, 5 G. & J. 412. As to damages, *Stewart* v. *State*, 20 Md. 97. As to suits on appeal bonds, see *Karthaus* v. *Owings*, 6 H. & J. 134, *note* (*a*); S. C. 2 G. & J. 430; *Woods* v. *Fulton*, 2 H. & G. 56.