life time made and Executed or by virtue of some Will or Testament made by the said Oliver Holloway deceased wherein they the said John & William or one of them were nominated and Appointed Executor or Executors or Overseer or Overseers of the said William Estate of the said Oliver Holloway Deceased but in Trust and to and for the only Sole and proper use and Behoof of me the said Oliver Holloway p'tie to these p'ts or by virtue of some Letters of Administration granted and committed to the said William Fuller come to and vested in the hands and Possession of the said William Fuller or the said John Homewood as Attorney of the said William Fuller or for his use But in Trust for me the said Oliver Holloway as a'fo'd Which said Suit is as yet Depending undetermined for the final Ending and amicable conclusion of all the said matters in difference between me the said Oliver Holloway and the said John Homewood touching my said Fathers Estate and to prevent further charge and trouble by suits at Law or in Equity It hath been fully agreed and concluded upon by and between me the said Oliver Holloway and the s'd John Homewood That in regard it appeareth by the Records and pleadings in the said Cause remaining in the Secretaries Office of this Province and by other the Records of the County Court of Ann Arundel County a'fo'd that the said William Fuller had Possessed himself of all the Estate of my said Father deceased and had received an Account of and Satisfaction from the said John Homewood for such and so much of the said Oliver Holloway Deceased his Estate w'ch at any time came to the hands or Custody of the said John Homewood he the said William Fuller pretending Right to the same as Executor or Adm'r of the Goods Chattells Rights and Credits of the said Oliver Holloway Deed But in Trust for me the said Oliver Holloway as a'fo'd and had given the said John Homewood a discharge of and from the same And the said John Homewood being the Attorney of the said William Fuller for the management of his Estate in this Province of Maryland he the said John Homewood should for and on the behalf of the said William Fuller pay or cause to be paid to the said Oliver Holloway Partie to these Presents his Executors Adm'rs or Assigns the Sum of Eighteen Thousand eight hundred twenty & nine Pounds of Tobacco and Cask at the time then agreed upon for and in Lieu & in full and plenary discharge and satisfaction of and for any Debt or Debts Duties Sum or Sums of Money or Tobacco or other Demands whatsoever by him the said ~~[illegible]~~ Oliver Holloway Partie to these Presents sued for Claims Challenges or Demanded of him the said John Homewood in his own Right or as Attorney of him the said Wm Fuller for any part or parcel of my said late Fathers said Estate

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and thereupon I was and did agree to give unto the said John Homewood a general Release of all and all manner of Action and Actions suits both in Law and Equity &c and to the intent that the said John Homewood might be honestly and truly Reimbursed what he should Pay unto me the said Oliver Holloway as a'fo'd or what other Damages he the said John Homewood had or should sustain by reason of the said Suit or in Relation to the Premises and that he might have full Power and Lawful Authority by due course of Law (in case of default or refusal of Payment of the said Debt Damages and Costs) to be so Reimbursed or to sue for receive and recover the same also I the said Oliver Hollyway Partie to these Presents did Promise to Assign & make sett over to the said John Homewood my said whole and Sole Right Title Interest Estate Claim and demand whatsoever of in and to my said late Fathers Estate in the hands and Possession of the said Wm Fuller and to give him a Letter or Letters of Attorney to sue for the same in my Name But to his own use and to stay all Proceedings and for ever henceforth to Surcease the said Suit against the said John Homewood Now in Pursuance of which Agreement before in these Presents recited these Presents Witnesseth that I the said Oliver Holloway p'tie to these p'ts for and in consideration of the Sum of eighteen Thousand eight hundred twenty and nine Pounds of good Tobacco and Cask to me in hand paid or well and sufficiently at or before the ensealing and Delivery of these Presents secured to be paid by the said John Homewood and for divers other good causes and valuable considerations me thereunto especially moving have given granted bargained Assigned and set over and by these p'ts Do give Grant Bargain Assign & sett over unto the said John Homewood his Ex'rs Adm'rs and Assigns All that my Right Title Interest Debt Duties Claim Challenge and Demand whatsoever which I the said Oliver Holloway now have or hereafter shall or may anywise have or Claim to have of in or to the said Estate of my said late Father or any part or parcel thereof both Real and Personal in the hands Custody or Possession of the said William Fuller or any other Person or Persons whatsoever or against them or any of them or every or any of their Estate or Estates in the said Province of Maryland and the better to enable Impower and Authorize the said John Homewood his Ex'rs Adm'rs and Assigns to sue for receive and recover the same I do by these p'ts Assign Ordain make Constitute and Appoint the said John Homewood my loving Friend to be my true and Lawful Attorney in my name and stead

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