aforesaid sum of two hundred and forty nine pounds ten shillings and two pence to be paid unto them the said Samuel Hughes and John Swan when afterwards he the said Daniel Bowers should be thereunto required. — Nevertheless the aforesaid Daniel altho' often thereunto required unto them the said Samuel Hughes and John Swan the aforesaid sum of two hundred and forty nine pounds ten shillings and two pence hath not rendered or paid, but the said sum of two hundred and forty nine pounds ten shillings and two pence unto them the aforesaid Samuel Hughes and John Swan, he the said Daniel hath hitherto altogether refused and still doth refuse, whereupon the said Samuel Hughes and John Swan say they are the worse and have damage to the value of five hundred pounds currentmoney of Maryland and therefore they bring suit and so forth, and they bring here into Court the writing obligatory aforesaid sealed with the seal of the aforesaid Daniel Bowers which the debt aforesaid in form aforesaid, witnesseth and so forth.

Richard Potts for Plaintiff. Pledges and so forth. { John Doe and Richard Roe —

Oyer of the writing obligatory in the Declaration aforesaid mentioned, and the Condition thereof follow, in these words to wit.

Know all Men by these presents that I Daniel Bowers of Washington am held and firmly bound unto Samuel Hughes and John Swan of Baltimore Maryland in the full and just sum of two hundred and forty nine pounds ten shillings & two pence in silver dollars at seven shillings & six pence each to be paid to the said Samuel Hughes and John Swan & Company or to their certain attorney executors administrators or assigns to which payment well and truly to be made and done I do hereby bind myself my heirs executors and administrators any every of them firmly by these presents sealed with my seal, dated the second day of February in the year of our Lord one thousand seven hundred and eighty eight. — The Condition of the above obligation is such that if the above bounden Daniel Bowers his heirs executors administrators or any of them shall and do well and truly pay or cause to be paid unto the above mentioned Samuel Hughes and John Swan as John Swan & Company or to their certain attorney executors administrators or assigns the full and just sum of one hundred & twenty four pounds fifteen shillings & one penny in silver dollars at seven shillings & six pence each with interest on the same from the first of January last on or before the first day of March next without any fraud or delay then this obligation to be void and of none effect or else to remain in full and virtue in law. —

A Copy of which aforegoing Declaration and Bond was made and sent with the writ which issued in the plea aforesaid. —

At which said second tuesday in October to wit the fourteenth day of the same month Anno Domini one thousand seven hundred and eighty eight, being the day of the return of the aforegoing writ, come into our General Court here, the said Samuel Hughes and John Swan by their 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 indorsed to wit.

Cepi, Copy left July 31st. Philip Graybill Shff.

And the said Sheriff by his attorney being called upon to bring into Court here the body of the said Daniel Bowers, according to his return of the writ aforesaid, brings him not in, but makes default: Whereupon

whereupon it is adjudged by the Court here, that the said Sheriff be amerced the debt aforesaid, and also all such costs and charges as have or may accrue in the action aforesaid, in case he has not the body of the said Daniel Bowers in Court here on the second tuesday in May next.

And now here on this day to wit, 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 the said Samuel Hughes and John Swan by their attorney aforesaid and the said Sheriff being further called upon to bring into Court here, the body of the said Daniel Bowers, whom this day he ought to have here in compliance with the rule of the Court aforesaid, and to save the amercement aforesaid, brings him in; whereupon it is adjudged by the Court here, that the amercement aforesaid be struck out. — And the said Daniel Bowers by David McMechen his attorney comes and defends the force and injury, when and so forth, and saith, that he cannot deny the action aforesaid of the said Samuel Hughes and John Swan so as aforesaid against him brought, nor but that he owes to the said Samuel Hughes and John Swan the said sum of two hundred and forty nine pounds ten shillings and two pence currentmoney, in such manner and form as the said Samuel Hughes and John Swan heretofore against him have declared. — Therefore it is considered by the Court here, that the said Samuel Hughes and John Swan recover against the said Daniel Bowers as well the sum of two hundred and forty nine pounds ten shillings and two pence currentmoney their debt aforesaid in form aforesaid confessed as also the quantity of five hundred and ten pounds and one fifth of a pound of tobacco unto the said Samuel Hughes and John Swan, on their agent 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 Daniel Bowers in mercy and so forth. —

Memorandum. Before the signing of the aforegoing Judgment, the Parties aforesaid by their attorneys aforesaid file in Court here the following Letter of Terms to wit,

Sir. I agreed with Daniel Bowers some months ago, that if he would then Confess Judgment for my debt, that I would take it with stay of Execution until October next and that if one half the amount was then paid, a further stay should take place for twelve months longer. If Judgment is granted under these terms it will, being willing to comply with the agreement. — I am Sir. Your mo. hble. Serv.

Philip Graybill Esqr. May 26th 1789. — J. Swan.

Memorandum, Judgment was rendered in this cause on the twenty eighth day of May Anno Domini one thousand seven hundred and eighty nine, for penalty to be released on payment of principal, interest and costs. —

Test. John Swann Clk.

Philip Hurtt & wife & Mary Lewis Lessee — vs. Thomas Blake and Joseph Blake. —

Maryland St. Calvert County to wit. — Be it remembered that on the sixth day of May Anno Domini one thousand seven hundred and eighty two Thomas Blake and Joseph Blake late of Calvert county planters were attached to answer unto James Goodwin of a plea wherefore with force and arms and so forth, into all