Memorandum. The plaintiff agrees to release the above Judgment on payment of the principal Interest and Costs of suit and agrees to stay execution to the first day of January next.

Test Wm. Quinn Clk.

R.P.W.C. Samuel Hughes use
Thomas Stewardson
against
G.D. John Fraser Bowie

Be it remembered that heretofore to wit on the eleventh day of August Anno domini seventeen hundred and eighty nine the Plaintiff by Richard Potts and William Cooke his attornies sued out of our General Court the State of Marylands writ of Capias ad respondendum directed to the sheriff of Prince Georges County in the words and figures following to wit.

The State of Maryland &c. To the sheriff of Prince Georges County Greeting. We Command you that you take John Fraser Bowie late of Prince Georges County Gentleman otherwise called John Fraser Bower of Prince Georges County and State of Maryland Gentleman if he shall be found in your bailiwick and him safe keep so that you have his body before the Judges of our general Court to be held at the City of Annapolis on the second tuesday of October next to answer unto Samuel Hughes in a plea that he render unto him the sum of eighteen hundred and sixteen pounds six shillings and four pence Current money which to him he owes and from him unjustly detains and so forth. Hereof fail not at your peril and have you then and there this writ. Witness Robert Hanson Harrison Esquire Chief Judge of our said Court the 26th day of June Anno domini 1789.

Issued the 11th day of August 1789 Wm. Quinn Clk.

R. Potts.

And the aforesaid Samuel Hughes by his attornies aforesaid declared against the aforesaid John Fraser Bowie in the plea aforesaid as follows to wit.

Western Shore of Maryland and Prince Georges County to wit. John Fraser Bowie late of Prince Georges County Gentleman otherwise called John Fraser Bowie of Prince Georges County and State of Maryland Gentleman was summoned to answer unto Samuel Hughes

In

In a plea that he render unto him the sum of eighteen hundred and sixteen pounds six shillings and four pence Current money which to him he owes and from him unjustly detains and so forth.

And Whereupon the said Samuel by Richard Potts his attorney saith that whereas the aforesaid John on the twenty ninth day of July in the year one thousand seven hundred and eighty three at Prince Georges County aforesaid by his certain writing obligatory sealed with the seal of the said John and to the Court now here shewn the date whereof is the same day and year acknowledged himself to be held and firmly bound unto the said Samuel in the sum of Eighteen hundred and sixteen pounds six shillings and four pence to be paid to the said Samuel when afterwards he should be thereunto required.

Nevertheless the aforesaid John although often afterwards thereunto required the aforesaid sum of money or any part thereof to him the said Samuel hath not rendered or paid but the same sum of money or any part thereof to him the said Samuel to content or pay the said John hath hitherto altogether refused and still doth refuse whereby the said Samuel saith he is injured and hath damage to the value of fifteen hundred pounds Current money and therefore he brings suit and so forth.

Richd. Potts for the Plaintiff. Pledges and so forth } John Doe, and Richd. Roe.

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

Know all men by these presents that we Fielder Bowie Walter Brooke Cox and John Fraser Bowie of Prince Georges County and State of Maryland Gentlemen are held and firmly bound unto Samuel Hughes of Harford County and State aforesaid Gentleman in the full and just sum of eighteen hundred and sixteen pounds six shillings and four pence Currency to be paid unto the said Samuel Hughes his certain attorney heirs Executors and administrators or Assigns to the which payment well and truly to be made and done we bind ourselves our heirs Executors and administrators Jointly and Severally by these presents Sealed with our seals and dated this twenty ninth day of July one thousand seven hundred and Eighty three.

The Condition of the above obligation is such that if the