

June Court Terms Dominica 1767

As otherwise hereby releasing all the same that may happen on the said Judgment being out Execution thereon or many of the Proceedings thereunto relating

Mutt being read and heard the said Thom as by his attorney ^{ap} Comand Defends the power and Injury when &c. and the same Attorney saith that he is not informed by the same Thomas of any answer to make for the said Thomas to the said Ales Smith in the Premises, nor hath he any other thing to say thereof in Bars or Prolusion of the Motion of the said Alexander Smith, by which the same Alexander Smith Comains against the said Thomas ~~without~~ without Defense

That the said Alexander Smith Recovered against the said Thomas his Debts, and his Damages by Reason of obtaining that Debt to four hundred and eighty Pounds of the said Alexander Smith of his Goods by the Court here Judge and the said Thomas on the 16th of May 1767
M^{rs} the Clerk releases the Plaintiff Raymond of Principal Interest and Damage

Have Alexander Smith Plaintiffs Debts and Judgment thereon
James Mutt, Defendant Judgment by Verdict Informant

Charles County James Mutt late of Charles County otherwise called James Mutt of Charles County was summoned to answer unto Alexander Smith Hawthorne of a plea that he Comains unto him in the full and just sum of Thirty thousand Pounds of good sound Merchantable Legitimate Cash which to him he owes and unjustly detains for both And whereupon the same Alexander Smith by Verdict hath given his Attorney saith that whereas the said James Mutt on the Thirtieth day of April in the year of our Lord one thousand seven hundred and forty seven at Charles County aforesaid by his certain Writing Obligatory with the Seal of him the said James Mutt sealed and here in Court produced whose date is the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Alexander Smith in the sum of Twenty thousand Pounds of the said aforesaid to be paid to the said Alexander Smith when thereunto after a due he should be required. Nevertheless the said James Mutt at this often requested the said sum of Twenty thousand Pounds of the said aforesaid or any Part thereof to the said Alexander Smith he hath not paid or in any sort contented but the same to him the said Alexander Smith to pay or in any sort contented hath heither to altogether refused and still doth refuse to the Damage of the said Alexander Smith Hawthorne Thirty thousand Pounds of the said aforesaid and therefore brought forth

And the said James Mutt by Henry Darnall his Attorney Comains & Defends thereon and Injury when &c. and prays absolving of the Writing Obligatory and it is read unto him and it is read unto him and he also prays absolving of the said Writing Obligatory and it is read unto him in these Words following to wit
The Condition of the above obligation is such that if the above bound George Corwin Thomas Mutt & James Mutt their Heirs Executors do and shall will and lawfully pay or cause to be paid to the said Alexander Smith Hawthorne his certain Attorney Comains or assigns the full and just sum of fifteen thousand Pounds of good sound Merchantable
(Seal)