

James Harris Esq.
Francis Scott

Commanded it was to the Sheriff of the County the Twenty third day of November in the second year of his Lordships Dominion that he take Francis Scott of Kent County

plainer if he should be found in his Baylwick and him safe keep in he have his body before his said Lordships Justices of the next Court to be held at our Court House in the Town of Mester in said County to answer unto James Harris of a plea of trespass of y^e Case And that he have then and there the writ be. . . At which said next Court viz. the eighteenth day of March the same year last mentioned the day of return of said writ came Simon Wilmer Gent High Sheriff of said County and made return thereof in those words then endorsed as folo. viz. Capi Corpus pro Simon Wilmer Sheriff

And a Declaration bein^g filed when said writ issued forth and a copy thereof served therewith according to Act of assembly in such case made was as folo. viz. Kent County vs Francis Scott of Kent County Plaintiff stands attached lock^{ed} unto James Harris of a plea of trespass of y^e Case. . . And whereupon the 20th day by Thomas Bowke his atty. Complaineth for that whereas the ap^d Dost^r the twelfth day of November in the year of our Lord Christ One Thousand Seven hundred and sixteen at S^t. Pauls parish in Kent County within the Jurisdiction of the said Court considered that the ap^d Jst. at y^e Special Instance & request of the ap^d Dost^r then and there sold and delivered unto the ap^d Dost^r and to the proper use and behoofe of the ap^d Dost^r divers goods and Merchandises at the severall Rates and prices in an Account hereunto annexed Specifically set forth which in the whole amounts unto the Sum of one thousand & fifty three pounds of Merchantable Tobacco upon himselfe assumed and to the said Jst. then & there faithfully promised that he the said Dost^r the ap^d Summ of one thousand & fifty three pounds of Merchantable Tobacco unto the Jst when thereunto required would well and truly pay & Content and that whereas also the ap^d Dost^r afterwards viz. the ap^d twelfth day of November in the year ap^d at the parish Court and Jurisdiction ap^d Jst considered that the ap^d Jst. at the like Special Instance & request of y^e ap^d Dost^r had then and there last mentioned sold and delivered unto the ap^d Dost^r and to the proper use and behoofe of the ap^d Dost^r diverse goods and Merchandises as in said Account set forth upon himselfe assumed and to the said Jst. then and there last mentioned promised that he the said Dost^r so much Merchantable Tobacco as the ap^d last mentioned goods and Merchandises sold and delivered as last said at the time of the Sale and delivery thereof at reasonable rates & prices were worth and amounted to unto the said Jst. when thereunto required would well and truly pay & Content and the ap^d Jst. indeed saith that y^e ap^d last mentioned goods and Merchandises sold and delivered as last said at the time of the Sale and delivery thereof at reasonable rates and prices were worth and amounted unto the Sum of one thousand and fifty three pounds of Merchantable Tobacco in manner and form as in the said Account set forth of which in said Dost^r then and there last mentioned had Notice Nevertheless the ap^d Dost^r in the above said Account hath made as to the ap^d Dost^r . . .