September Term 1787.

Joseph Coudon against John Scott.

Memorandum the said John Scott by Robert Wright his Attorney, sued out the States writ of Habeas Corpus, the Tenor whereof ensues in the words and figures following, to wit:

(The State of Maryland. To the Justices and Sheriff, of Kent County greeting: Whereas a certain John Scott late of Kent County, Gentleman, is detained in the prison of our said County, under the Custody of you our said Sheriff, by virtue of a Bill of priviledge brought against him by Joseph Coudon of a plea of Trespass upon the case and so forth; which said Plea it is said still depends before you our said Justices undetermined, and we being willing for divers causes that the plea aforesaid, undetermined as aforesaid, shall be heard and determined before the Judges of our General Court; therefore we command you that you have the Body of the said John Scott by whatsoever name or names he may be called in the plea aforesaid, together with the cause of his caption and detention, and all things thereunto relating before the Judges of our next General Court to be held for the Eastern shore of this State at Talbot County Court House the second Tuesday of April next, that the Judges of our said Court may further proceed therein as to Justice appertains, &c. — Hereof fail not at your Peril, and have you there and there this writ; witness the Honorable Robert Hanson Harison Esq.r chief Judge of our said Court this 24th. day of September Anno Domini 1705.

Issued the 10th. day of March 1706. — James Earle Clk.

(The Execution of the above writ appears by the following proceedings:

(The Answer of John Scott, Robert Maxwell, James Claypoole, Morgan Hutt, Richard Graves, Thomas Van Dyke, James Lloyd, & John Woodland Esquires, Justices of the peace for Kent County, and George Hanson High Sheriff of the same County. — We John Scott, Robert Maxwell, James Claypoole, Morgan Hutt, Richard Graves, Thomas Van Dyke, James Lloyd and John Woodland, Justices of the County aforesaid and

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George Hanson High Sheriff. — To the Honorable the Judges of the General Court for the Eastern Shore of the State of Maryland, Certify, That — At Kent County, to wit, on the Monday before the third Tuesday of March, seventeen hundred and eighty five, at a Court held for Kent County afsd, at the Court-House in the Town of Chester in said County came Joseph Coudon by Peregrine Lethbury his Attorney and produces in the same Court then ~~then~~ there his certain Bill against John Scott Esquire, presiding Justice of the said Court, in a plea of Trespass on the case and so forth, which said Bill follows in these words.

To the worshipfull the Justices of Kent County Court now in Court sitting, Joseph Coudon by Peregrine Lethbury his Attorney complains of John Scott Esq.r one of the Justices of Kent County ~~County~~ Court present here in Court in his proper person of a plea of Trespass on the Case and so forth; for that whereas the said John Scott on the sixth day of February in the year seventeen hundred and eighty five at Kent County afsd, made a certain Note in writing subscribed with his own hand commonly called a promissory Note, bearing date the day and year afsd, by which Note the said John promised to pay to the said Joseph or his order, when afterwards thereunto requested, the sum of fifty four pounds, twelve shillings, Specie, for value received by him, the said John by reason whereof and also by force of the Statute in such case made and provided, the said John became liable to pay to the said Joseph, the said sum of fifty four pounds, twelve shillings, Specie, in the said Note mentioned, according to the Tenor and effect of the said Note and being so liable, the said John in consideration thereof afterwards, to wit, on the day and year aforesaid at Kent County afsd undertook and then and there faithfully promised the said Joseph, that he the said John would well and truly pay the said Joseph the said sum of fifty four pounds, twelve shillings, Specie, in the said Note mentioned according to the Tenor and effect of the said Note: Nevertheless the afsd John not regarding his promise and Assumption so made as afsd in form afsd but contriving and fraudulently intending to deceive and defraud the said Joseph in this behalf, hath not paid to