At which mentioned second Tuesday of October being the ninth day of the same month, in the year of our Lord, One thousand seven hundred and eighty eight, and the day of the return of the aforegoing writ, comes into the General Court here, the aforesaid Henry Heggle by Samuel Johnson his Attorney aforesaid; and the Sheriff of Baltimore County aforesaid, to wit, Philip Graybell, Gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof, to the Court here, thus endorsed, to wit –

"Made known before John Smith and Richard Ross the 20 Sept.

Philip Graybell Shff."

And the said Andrew Stigar by Zebulon Hollingsworth and Richard Ridgely his Attornies appears here in Court. And thereupon on motion of the aforesaid Henry Heggle by his Attorney aforesaid, It is ruled by the Court here, that the said Andrew Stigar answer to the writ of Scierifacias aforesaid, in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof. And the said Andrew Stigar by his Attornies aforesaid defends the force and injury when and so forth, and prays leave of the Court here to Imparle until the Second Tuesday of May next, and then to answer to the writ of Scieri facias aforesaid in the plea aforesaid, and to him it is granted, the same day is given to the aforesaid Henry Heggle also –

At which said Second Tuesday of May being the thirteenth day of the same month, in the year of our Lord, One thousand seven hundred and eighty eight, to which said day the said Andrew Stigar had leave to Imparle, and then to answer to the writ of Scierifacias aforesaid in the plea aforesaid came again into the General Court here, as well the aforesaid Henry Heggle by his Attorney aforesaid, as the said Andrew Stigar by his Attornies aforesaid – And the said Andrew Stigar by his Attorney's aforesaid, as before, defends the force and injury when and so forth, and says that the said Henry Heggle ought not to have his Execution against him for the Debt, damages costs and charges in the writ of Scierifacias aforesaid mentioned because he says that after the recovery of the Judgment aforesaid in the writ of Scierifacias aforesaid mentioned and before the issuing of the said writ of Scierifacias to wit, on the first day of August in the year of our Lord One thousand seven hundred and eighty seven, he the said Andrew Stigar paid to the said Henry Heggle the Debt, damages, Costs and charges in the writ of Scieri facias above specified in satisfaction and discharge of the Judgment aforesaid to wit, at Baltimore County aforesaid which said sum of Current Money and Tobacco the said Henry Heggle then and there received and accepted in full satisfaction and discharge of the Judgment aforesaid and this he is ready to verify – Wherefore

he prays Judgment if the said Henry Heggle ought to have Execution against him for the Debt, damages and costs aforesaid and so forth –

And the said Henry Heggle says that he by any thing by the said Andrew Stigar above by pleading alleged from having his Execution against him the said Andrew Stigar for his Debt, Damages costs and charges aforesaid by occasion of the Judgment aforesaid to be precluded ought not because he says that after the recovery of the Judgment aforesaid in the writ of Scieri facias aforesaid above mentioned and before the issuing of the writ of Scieri facias aforesaid above mentioned to wit on the first day of August in the year of our Lord One thousand seven hundred and eighty seven at Baltimore County aforesaid the said Andrew Stigar did not pay to him the said Henry Heggle the Debt Damages, Costs and charges in the said writ of Scieri facias mentioned, in manner and form as the said Andrew Stigar hath above alleged, and this he prays may be enquired of by the County, and the said Andrew Stigar in like manner and so forth – Therefore let a Jury thereon appear before the Court here on the Second Tuesday of October next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the said parties then and there and so forth –

And now, at this day, to wit, the said Second Tuesday of October being the fourteenth day of the same month, in the year of our Lord, One thousand seven hundred and eighty eight, came again into the General Court here, as well the aforesaid Henry Heggle by his Attorney aforesaid as the said Andrew Stigar by his Attornies aforesaid – Nevertheless the said Andrew Stigar by his Attornies aforesaid, relinquishing the argument above by him pretended says that he cannot deny the action aforesaid of the aforesaid Henry Heggle, so as aforesaid against him brought, nor but that there is record of such recovery aforesaid, nor but that the aforesaid Henry Heggle ought to have his Execution against him the said Andrew Stigar for the Debt, Damages, Costs and charges in the writ of Scieri facias aforesaid above specified; and because the said Andrew Stigar doth not deny but that the allegations aforesaid are true, the aforesaid Henry Heggle by his Attorney aforesaid prays Judgment for Execution for the Debt, Damages, Costs and Charges aforesaid in the writ of Scieri facias aforesaid above specified together with the Costs and charges sustained by the delay of Execution aforesaid to him to be adjudged &c. –

Therefore it is considered by the Court here that the said Henry Heggle have his Execution against the said Andrew Stigar for as well the Debt, Damages, Costs and Charges aforesaid in the writ of