Joseph Toy by Zebulon Hollingsworth his attorney comes now here into Court: And thereupon on motion of the said John Merryman assignee aforesaid by his attorney, it is ruled by the Court here that the said Joseph Toy answer to the writ of Scire facias aforesaid, or execution will be awarded against him in default thereof, and the said Joseph Toy by his attorney aforesaid, prays leave of the Court here to imparle until the second Tuesday of October next, and then to answer to the writ of Scire facias, and he hath it: the same day is given to the said John Merryman assignee aforesaid also—

At which said second Tuesday of October being the ninth day of the said month in the year of our Lord one thousand seven hundred and ninety two, to which said day the said Joseph Toy, had leave to imparle, and then to answer to the writ of Scire facias aforesaid, come into the General Court here, as well the said John Merryman assignee aforesaid, as the said Joseph Toy by their attornies aforesaid: and the said Joseph Toy, by his said Attorney, defends the force and injury, when and Sforth, and prays an hearing of the writ of Scire facias aforesaid, and to him it is read: which being read and heard the said Joseph Toy says that the said John Merryman assignee aforesaid, ought not to have his said execution against him the said Joseph Toy for the Debt, Damages, costs and charges aforesaid in the writ of Scire facias aforesaid above mentioned, because he says that there is no such record of the said Judgment and recovery by him the said John Merryman assignee aforesaid, against him the said Joseph Toy of the Debt, Damages, costs and charges aforesaid in the writ of Scire facias aforesaid above mentioned now remaining in the General Court here as the said John Merryman by the said writ of Scire facias above supposes and this he the said Joseph Toy is ready to verify: Wherefore he prays Judgment whether the said John Merryman ought to have his execution aforesaid against him for the debt, Damages, costs and charges aforesaid in the writ of Scire facias aforesaid above mentioned and Sforth.

And the said Joseph by with the leave of the Court here for that purpose first had and obtained according to the form of the Statute in such case made and provided further defends the force and injury when and Sforth and saith that

that the said John Merryman ought not to have his execution against him the said Joseph Toy for the debt damages costs and charges aforesaid in the writ of Scire facias aforesaid mentioned; because he says that after the recovery of the Judgment aforesaid in the writ of Scire facias aforesaid above mentioned and before the issuing of the said writ of Scire facias to wit, on the first day of April in the year of our Lord one thousand seven hundred and ninety two, the said Joseph Toy paid to the said John Merryman the sum of Three hundred and twenty pounds current money and the quantity of seven hundred and sixty four and four fifths of a Pound of Tobacco in full satisfaction and discharge of the Judgment aforesaid in the said writ of Scire facias above mentioned, to wit, at Harford County aforesaid which said sum of money and Tobacco the said John Merryman then and there received and accepted in full satisfaction and discharge of the Judgment aforesaid, and this he the said Joseph Toy is ready to verify: Wherefore he prays Judgment whether the said John Merryman ought to have his execution aforesaid against him for the debt Damages costs and charges aforesaid and Sforth—

And the said John Merryman assignee aforesaid, says that he by any thing by the said Joseph Toy in his first plea above alledged, from having his execution against the said Joseph Toy for the debt, Damages, costs and charges aforesaid in the writ of Scire facias aforesaid mentioned, to be precluded or delayed ought not, because he saith that there is such record of the said Judgment and recovery by him the said John Merryman against him the said Joseph Toy of the Debt, Damages costs and charges aforesaid in the writ of Scire facias aforesaid above mentioned now remaining in the General Court here, to wit, at the City of Annapolis aforesaid as he by the writ of Scire facias aforesaid above doth suppose, as appears of record in the said term in the General Court here: and this he prays may be enquired of by the said record; and the said Joseph Toy doth the like.

And the said John Merryman assignee aforesaid, says that he by any thing by the said Joseph in his second plea above alleged from having his execution against the said Joseph Toy for the debt, Damages costs and charges aforesaid in the writ of Scire facias aforesaid above mentioned to be precluded or delayed ought not because protesting that he the said John Merryman did not receive of

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