aforesaid, and he hath it, the same day is given to the said David Lynn also. At which said second tuesday of May in the year of our Lord One thousand seven hundred and ninety nine, to which said day the said Joseph Wood Junior terretenant as aforesaid, had leave to imparle, and then to answer to the writ of Scirefacias aforesaid, come again into the General Court here, as well the said David Lynn by his attorneys aforesaid, as the said Joseph Wood Junior terretenant as aforesaid by his attorney aforesaid: Whereupon the said Joseph Wood Junior terretenant as aforesaid by his attorney aforesaid, as before defends the force and injury when andsofath, and saith, that the said David Lynn ought not to have his Execution against him for the Debt, Damages, Costs and Charges aforesaid, in the writ of Scirefacias aforesaid mentioned, of the lands and tenements in the return of the writ of Scirefacias aforesaid mentioned, whereof he the said Joseph Wood Junior is returned tenant, because he saith, there is not any such Record of the recovery of the debt, damages, costs and Charges aforesaid by him the said David Lynn against the said Joseph Wood remaining of Record in the said General Court here, as the said David Lynn by the writ aforesaid doth above suppose, and this he is ready to verify andsofath: Wherefore he the said Joseph Wood Junior prays Judgment if the said David Lynn ought to have Execution against him for the Debt, Damages, Costs and Charges aforesaid, on the lands and tenements aforesaid, andsofath. — And the said Joseph Wood Junior terretenant as aforesaid by his attorney aforesaid, by leave of the Court here, and according to the form of the statute in such case made and provided, further saith, that the said David Lynn ought not to have his Execution against him for the Debt, Damages Costs, and Charges aforesaid, of the lands and tenements in the return of the writ of Scirefacias aforesaid mentioned, whereof he the said Joseph Wood Junior is returned tenant, because he saith, that the said Joseph Wood after the recovery of the Judgment aforesaid, in the writ of Scirefacias aforesaid above mentioned, and before the issuing of the said writ of Scirefacias, paid to the said David Lynn the Debt, Damages, Costs and Charges in the writ of Scirefacias aforesaid mentioned in satisfaction and discharge of the Judgment aforesaid, to wit, at Fairfield County aforesaid, which the said David Lynn accepted in full satisfaction and discharge of the Judgment aforesaid, and this the said Joseph Wood Junior is ready to verify, and sofath, Wherefore he the said Joseph Wood Junior prays Judgment if the said David Lynn ought to have Execution against him for the Debt Damages, Costs and Charges aforesaid, on the lands and tenements aforesaid, and sofath. — Whereupon the said David Lynn by his attorney aforesaid saith that he, by any thing by the said Joseph Wood Junior terretenant as aforesaid by his first plea before alleged, ought not to be delayed from having his Execution aforesaid against him the said Joseph Wood Junior terretenant as aforesaid for the Debt, Damages, Costs and Charges aforesaid, in the writ of Scirefacias aforesaid mentioned, of the lands and tenements aforesaid, of which the said Joseph Wood Junior by the return of the writ of Scirefacias aforesaid is returned tenant,

because he saith, that there is such Record of the recovery of the Debt, Damages costs and charges aforesaid, in the writ of Scirefacias aforesaid mentioned, by the said David Lynn against the said Joseph Wood, as the said David Lynn by the said writ above supposes, and this the said David Lynn is ready to verify by the said Record, andsofath; and prays that the Record of the Judgment aforesaid by the Court now here may be seen and inspected, and sofath. — And the said David Lynn by his attorney aforesaid, further saith, as to the second plea of the said Joseph Wood Junior terretenant as aforesaid above pleaded, he the said David Lynn by any thing in the said first plea alleged, ought not to be delayed from having his Execution aforesaid against him the said Joseph Wood Junior terretenant as aforesaid for the Debt, Damages and Costs aforesaid, on the lands and tenements aforesaid, of which the said Joseph Wood Junior by the return of the writ of Scire Facias aforesaid, is returned tenant, because, protesting that the said David Lynn did not receive of him the said Joseph Wood, the said Debt, Damages, Costs and Charges in the writ of Scirefacias aforesaid mentioned in satisfaction and discharge of the Judgment aforesaid in the said writ mentioned, as the said Joseph Wood Junior terretenant as aforesaid by his said plea hath alleged; for plea nevertheless, by way of replication, the said David Lynn saith, that after the rendering the said Judgment, the said Joseph Wood did not pay and satisfy to him the said David Lynn the said Debt, Damages, Costs and Charges, in satisfaction of the said Judgment, in manner and form as the said Joseph Wood Junior terretenant as aforesaid by his said plea hath alleged, and this the said David Lynn prays may be inquired of and the said Joseph Wood Junior terretenant as aforesaid in like manner and sofath by the Country, and sofath. But because the Court here are not advised to give their Judgment of and upon the premises, whereof the parties aforesaid have put themselves on the Judgment of the Court, day therefore is given to the parties aforesaid, before the Court here, on the second tuesday of October next, to hear their Judgment of and upon those premises, because the Court now here thereof are not yet, andsofath; — And to try the issue aforesaid between the parties aforesaid above joined to be tried by the Country, let a Jury thereon come before the Court here on the said second tuesday of October next, by whom and sofath, and who neither and sofath, to recognize and sofath, because as well and sofath, the same day is given to the parties aforesaid, there andsofath. At which said second tuesday of October, in the year of our Lord one thousand seven hundred and ninety nine, come again into the General Court here as well the said David Lynn by his attorneys aforesaid, as the said Joseph Wood Junior terretenant as aforesaid by his attorney aforesaid. But because the Court here are not yet advised to give their Judgment of and upon the premises, whereof the parties aforesaid have put themselves on the Judgment of the Court, day therefore is given to the parties aforesaid,