the Court here to imparle until the second tuesday of October next, and then to answer to the writ of Scirefacias, and he hath it; the same day is given to the said State of Maryland 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 eight to which said day the said Joshua Todd 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 State of Maryland by the Attorney General aforesaid, as the said Joshua Todd terretenant as aforesaid by his attorney aforesaid: And the said Joshua Todd, terretenant as aforesaid by his attorney aforesaid, as before defends the force and injury when and so forth, and saith, that the said State of Maryland ought not to have Execution against him for the Debt, Damages, Costs and Charges aforesaid, of the lands and tenements in the return of the writ of Scire Facias aforesaid mentioned, whereof he the said Joshua Todd is returned Tenant, because he saith, that the said Nicholas Aldridge and John Burgess 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, to wit, on the Twenty second day of March in the year of our Lord One thousand seven hundred and ninety seven, paid to the said State of Maryland the sum of Three hundred and seventy five pounds current money, together with the interest thereon (being the principal money and interest then due) and the quantity of Seven hundred and thirty six pounds of tobacco, the Costs, in satisfaction and discharge of the Judgment aforesaid, to wit, at Frederick County aforesaid, which sum of money and quantity of tobacco the said State of Maryland accepted in full satisfaction and discharge of the Judgment aforesaid, and this the said Joshua Todd terretenant as aforesaid is ready to verify, and so forth. Wherefore he the said Joshua Todd terretenant as aforesaid prays Judgment if the said State of Maryland ought to have Execution against him for the Debt Damages, Costs and charges aforesaid, on the Lands and Tenements aforesaid, and so forth. — And the said Joshua Todd terretenant as aforesaid by his attorney aforesaid, by the leave of the Court here, and according to the form of the statute in such case made and provided, further defends the force and injury when and so forth, and saith that the said State of Maryland ought not to have 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 Joshua Todd is returned Tenant, because he saith, that the said Nicholas Aldridge in the said writ of Scirefacias named, at the time of the Execution of the writing obligatory aforesaid, in the same writ above mentioned, or ever after, was not seized of the same Lands and Tenements, or of any

parcel thereof in his Demesne as of Fee: And this the said Joshua Todd terretenant as aforesaid is ready to verify, and so forth: Wherefore he the said Joshua Todd terretenant as aforesaid prays Judgment, if the said State of Maryland ought to have Execution against him for the Debt, Damages, Costs and charges aforesaid on the Lands and Tenements aforesaid, and so forth. — And the said State of Maryland by the Attorney General aforesaid saith, that the said State of Maryland, by any thing by the said Joshua Todd terretenant as aforesaid by his first plea before alleged, ought not to be delayd from having Execution against him the said Joshua Todd terretenant as aforesaid for the Debt Damages and Costs aforesaid, on the Land and tenement aforesaid, of which the said Joshua Todd by the return of the writ of Scirefacias aforesaid is returned Tenant, because, protesting that the said State of Maryland did not receive of them the said Nicholas Aldridge and John Burgess or either of them, the said sum of Three hundred and seventy five pounds current money, together with all interest thereon, in satisfaction and discharge of the Judgment aforesaid in the said Scirefacias mentioned as the said Joshua Todd terretenant as aforesaid by his plea aforesaid hath alleged: for plea nevertheless by way of Replication, the said State of Maryland saith, that after the rendering the said Judgment, on the Twenty second day of March, the said Nicholas Aldridge and John Burgess, nor either of them, did not pay and satisfy to the said State of Maryland, the said sum of three hundred and twenty five pounds current money, together with the interest thereon (being the principal money and interest then due) and the quantity of seven hundred and thirty six pounds of tobacco, the Costs, in satisfaction of the said Judgment, in manner and form as the said Joshua Todd terretenant as aforesaid by his said plea hath alleged, and this the said State of Maryland prays may be enquired of by the Country, and so forth. — and the said Joshua Todd terretenant as aforesaid in like manner and so forth. — And the said State of Maryland by the Attorney General aforesaid saith, that the said State of Maryland, by any thing by the said Joshua Todd terretenant as aforesaid by his second plea before alleged, ought not to be delayd from having Execution against him the said Joshua Todd terretenant as aforesaid for the Debt, Damages, Costs and Charges aforesaid, in the writ of Scirefacias aforesaid mentioned, on the Lands and Tenements aforesaid in the said return of the writ of Scirefacias aforesaid mentioned, whereof he the said Joshua Todd is returned Tenant, because he says that the said Nicholas Aldridge in the said writ of Scirefacias named, at the time of the Execution of the writing Obligatory aforesaid, in the same writ above mentioned, and long after was seized of the said Lands and Tenements in his demesne as of Fee, as by the return of the writ aforesaid is above supposed: and this the said State of Maryland prays may be enquired of by the Country: and the said Joshua Todd terretenant as aforesaid in like manner, and so forth. — Therefore let a Jury thereon appear before the Court here, on the second tuesday of May 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 parties