eighty one to folio eighty six are just and true as they now stand stated: and that he hath not directly nor indirectly received any part, parcel, security or satisfaction more than the several credits given to the best of his knowledge. B. Fendall

Charles County Sc. August 1st 1791. Then came Edward Smoot before me the subscriber one of the States Justices of the peace for the county aforesaid and made oath, on the Holy Evangels of Almighty God that all the accounts contained in this book from folio 86, to 89 are just and true as they now stand stated, and that he hath not directly, nor indirectly received any part, parcel, security or satisfaction more than the several credits given to the best of his knowledge. B. Fendall

Charles County Sc. On the third day of November 1792, came Edward Smoot before the subscriber one of the States Justices of the peace for the county and made oath on the Holy Evangels of Almighty God, that all the accounts contained in this book from folio one hundred and eighty one to folio one hundred and eighty three are just and true as they stand stated, and that he hath not directly or indirectly received any part, parcel, satisfaction or security for the same, more than credit given to the best of his knowledge, Sworn before B. Fendall

Charles County Sc. On the eighth day of November 1793, came Edward Smoot before the subscriber one of the Justices of the peace for the county aforesaid and made oath on the Holy Evangels of Almighty God that the several accounts contained in this book from folio one hundred and eighty one to folio one hundred and eighty seven are just and true as they stand stated and that he hath not directly nor indirectly received any part, parcel satisfaction or security for the same more than credit given to the best of his knowledge, Sworn before B. Fendall

Charles County Sc. March 2nd 1798. I hereby certify that the above acct and within probets are truly extracted from the the books of Edward Smoot decd. Given under my hand and seal the day and year above mentioned, Benjamin Lancaster (seal)
Justice of the peace for Chs. County

And the said Alexander S. Smoot, also produces to the court the following affidavit to wit.

Levi Chunn
vs
Alexr. S. Smoot admr. of Edward Smoot

On the twenty second day of March seventeen hundred and ninety eight, Alexander S Smoot the Defendant in the above cause made oath that John Thomas Chunn, mariner for whom a summons has issued in said cause is a material witness for him this Deponent, and that he

cannot safely proceed to trial without the benefit of said Chunns testimony that he expects to prove a payment of twenty odd pounds by said witness sworn in open court. Test. Jno. Barnes Clk.

Whereupon this cause is by order of the court here continued until next court

At which said next court to wit the third monday in August being the nineteenth day of the same month seventeen hundred and ninety eight comes again as well the said Levi Chunn by his attorney aforesaid, as the said Alexander S. Smoot administrator as aforesaid by his attorney aforesaid, and the said Alexander S. Smoot administrator as aforesaid by his attorney aforesaid, and the said Alexander S. Smoot administrator as aforesaid, by his attorney aforesaid; as before defends the force and injury when and so forth and saith that the said Levi Chunn ought not to have or maintain his aforesaid action thereof against him because he saith that the said Edward Smoot in his time after the date of the said writing obligatory to wit on the first day of January in the year of our Lord one thousand seven hundred and ninety four at Charles County aforesaid paid to the said Levi Chunn the aforesaid principal sum of one hundred pounds mentioned in the condition of the said writing obligatory with all Interest then due for the same, and this he said Alexander S. Smoot is ready to verify, wherefore he prays Judgment if the said Levi Chunn ought to have or maintain his aforesaid action thereof against him &c.

And the said Alexander S. Smoot further saith that the said Levi Chunn ought not to have or maintain his said action thereof against him the said Alexander S. Smoot, because he saith that he hath fully administered all and singular the goods and chattels which were of the said Edward Smoot at the time of his death in his hands to be administered, and that he the said Alexander S. Smoot has not, nor at the time of the impetration of the original writ of him the said Levi Chunn or at any time since had any goods or chattels which were the goods and chattels of the said Edward Smoot at the time of his death in his hands to be administered, whereby the said Levi Chunn might have been satisfied the debt aforesaid or any part thereof, and this he the said Alexander S. Smoot is ready wherefore he prays Judgment if the said Levi Chunn his action aforesaid thereof against him to have or maintain ought and so forth.

And the said Levi Chunn by his attorney aforesaid saith that he for any thing by the aforesaid Alexander S Smoot in his first plea above alledged ought not to be precluded from having or maintaining his said action against him because he saith that the said Edward

Smoot