against the aforesaid Levin Parker should be rendered, then the same Alexander Mur=
=ray granted that all such Damages, Costs and Charges, which unto the aforesaid
Alexander Douglass and John Smoot in this part should by the Court be adjudged
of his Lands and Chattels should be made and to the use of the said Alexander Doug=
=lass and John Smoot Levied if it should happen that the said Levin Parker the said
Damages, Costs and Charges unto the aforesaid Alexander Douglass and John Smoot
should not pay or himself in Execution of such Judgment to the public Prison of
Dorchester County aforesaid by that occasion should not render – And the said
Alexander Douglass and John Smoot by their Attorney aforesaid offered their
Declaration in the plea aforesaid against the said Levin Parker in man=
=ner and form following, to wit; Dorchester County, to wit; Levin Parker
late of Dorchester County planter, was attached to answer unto Alexander
Douglass and John Smoot of a plea of Trespass upon the Case &c. And
whereupon the Alexander and John by Gustavus Scott their Attorney,
complain that whereas the aforesaid Levin after the first day of May in the
year seventeen hundred and eighty five, to wit, the nineteenth day of July
in the year seventeen hundred and eighty six, at the County aforesaid, did
draw his certain Note in writing called a promissory Note bearing date
the day and year last aforesaid with his proper name and hand thereto subscri=
=bed, and that Note to the aforesaid Alexander and John then and there
did deliver, and by the same Note did premise to pay unto the aforesaid
Alexander and John the sum of two hundred and eight pounds six shil=
=lings and two pence farthing current money at or upon the fifteenth day
of October then next ensuing, and by reason thereof as also by force of the
Statute in such case made and provided, the same Levin was and be=
=came liable and chargeable to pay unto the aforesaid Alexander and John
the sum of money last aforesaid on the day and year aforesaid according
to the tenor and effect of the Note aforesaid; and so thereof being liable and
chargeable, the aforesaid Levin in consideration thereof then and there af=
=sumed upon himself, and promised the said Alexander and John to pay
to them the said Alexander and John the aforesaid sum of money
according to the tenor and effect of the said Note – Nevertheless the aforesaid
Levin his promise and Assumption aforesaid not regarding but minding

the same Alexander and John in this part to defraud, the aforesaid sum of mo=
=ney or any part thereof to the said Alexander and John, or either of them yet
hath not paid (altho to do the same by the aforesaid Alexander and John the aforesaid
Levin on the first day of January in the year seventeen hundred and eighty
eight and often afterwards at the County aforesaid was required) but the same to
them or either of them to pay altogether hitherto hath refused and still doth re=
=fuse to the damage of the said Alexander and John five hundred pounds cur=
=rent money and thereupon they bring suit &c.

G. Scott. (Pledges pt. John Doe, Richard Roe.

The Note whereof mention is made in the Declaration aforesaid, ensues in the words
and figures following, to wit –

Rec.d 19th July 1786 from Mess.rs Douglass and Smoot, sundry Goods per Invoice, a=
=mounting to £208..6..2½ Specie which I promis and oblige myself, my Heirs, Exec.rs
or Admrs to pay to the said Douglass and Smoot at or upon the fifteenth day of
October next after the date hereof – Levin Parker.

On the back of the above note was the following endorsement, to wit;

This Debt is assumed by Daniel Parker before Levin Bestfitch, Mr. Wm. Hudson,
Charles Laing, Benjamin Vickers and Samuel Huggins all standing with Daniel
Parker in the Store – 21st July 1786. Douglass.

And the said Levin Parker by his Attorney aforesaid defended the wrong and
injury when &c, and prayed the liberty of imparling thereof until the Monday before
the second Tuesday in June then next following, and it was granted unto him, the
same day was given to the said Alexander Douglass and John Smoot there &c.
At which day, to wit, the said Monday before the second Tuesday of June here came
again as well the said Alexander Douglass and John Smoot as the said Levin Parker
by their Attorneys aforesaid, and the said Levin Parker by his Attorney aforesaid prayed
the further liberty of imparling thereof until the Monday before the second Tuesday
in October then next following, and it was granted unto him, the same day was
given to the said Alexander Douglass and John Smoot there &c. At which day, to wit,
the said Monday before the second Tuesday in October, here came again as well
the said Alexander Douglass and John Smoot as the said Levin Parker by