

Liber B. Said William Johnson being to be relieved for damages in respect of the Said Defd<sup>ts</sup> entertaining of the Said Servant and detaining him unjustly for the Space of Six weekes and three days, The s<sup>d</sup> Defd<sup>t</sup> William Johnson by his Answer alleadged that he had hired the Said Servant of the Said M<sup>r</sup> Daynes till  
 p. 244 the last day of Octob<sup>r</sup> Last And that the Said M<sup>r</sup> Daynes had Sold the remainder of the s<sup>d</sup> Servants time of Service to him the Said Johnson whereof he was ready to make prooffe, Whereupon Several Wittnesses were examined in both Causes as appears upon Record, which Standing thus at issue the Def<sup>t</sup> William Johnson moved the Court that the tryal might be by Jury which being granted twelve Jurors were Impanelled for that purpose viz<sup>t</sup> Lieuten<sup>t</sup> Richard Banks Richard Nevitt M<sup>r</sup> John Lewger Anthony Rawlins John Nunne Owen James Richard Willan Henry Adams John Meredith Robert Smith Richard Lloyd and Walter Pakes who having made Choice of the Said Lieuten<sup>t</sup> Richard Bancks for their floreman were Sworn & their Charge given them as followeth viz<sup>t</sup> That they Should give in a Just and true verdict to the best of their knowledges upon the Evidences to be produced unto them on either party whether the Said Daynes made any absolute or firm Sale of the Said Servant to the Said Johnson or not But before the Said Jurors went upon the tryall, the Court upon the Mocōn of the Said M<sup>r</sup> Coursey for the better Satisfaction of the Jury declared their opinions to be that a bargain of that nature could not be binding in Law without a delivery and Some pledge or Consideracōn given in earnest to make good the Same, whereupon the Said Jurors having Spent Sometime upon the tryall returned their Joynt verdict as followeth viz<sup>t</sup> We find the Servant to remain the p<sup>ts</sup> And the Court having Considered the proofs on both Sides in the Cause wherein John Sturman is p<sup>t</sup> and M<sup>r</sup> Daynes Defd<sup>t</sup> and also the Verdict af<sup>d</sup> and upon full hearing what could be alleadged by either party in both Causes It is Ordered that the Said Servant be delivered into the possession of the Said Sturman according to the Said agreem<sup>t</sup> between him and Daynes, And that the Said Sturman Shall pay unto the Said Daynes for the Said Serv<sup>t</sup> 2500<sup>l</sup> Tobacco and Cask the Said M<sup>r</sup> Daynes allowing unto the Said M<sup>r</sup> Sturman eight hundred pounds of Tobacco and Cask for his damages in respect of thirty two days want of the Said Servant Since the time he  
 p. 245 Should have been delivered besides the demand of Satisfaccōn in respect the Said Servant hath not Soe long time to Serve as he was Sold for, and that he is to have a greater Sumē of money at the expiracōn of his time of Service then the Said Sturman was made acquainted with upon the bargain And likewise that the Said William Johnson besides the Satisfaccōn