

Liber B. Security of her forthcoming to be answerable to his clayme of Service from her, he refusing to release her, It is also Ordered that the Def<sup>t</sup> Shall Satisfie and pay all ffees & Charges of Imprisonment hereby by her Incurred.

p. 333 Upon the Mocōn of Coll<sup>o</sup> William Cleyborne and Upon reading of an Order of Court of the 22<sup>th</sup> of Aprill last made between his Lordps Attorney General p<sup>lt</sup> and M<sup>r</sup>s Mary Brent Defd<sup>t</sup> It is Ordered as formerly that the hearing of the Matter in question be respited till the next Assembly, that Coll<sup>o</sup> Clayborne may by himself or his Attorney then make his Clayme to the Beefe in question if he think fitt.

The Court rising the Governor appointed the next Provinc<sup>l</sup> and General Court for this County of S<sup>t</sup> Maries to be held the twentieth day of November next ensuing.

At a Court held at S<sup>t</sup> Maries the 14<sup>th</sup> of July 1652 upon a speciall warrant

p<sup>r</sup>sent { The Governour } M<sup>r</sup> Thomas Hatton &  
 { Coll<sup>o</sup> ffran: Yardley } M<sup>r</sup> Job Chandler

Lawrence Starke Esq. by Mr  
 Thomas Matthews his attorney p<sup>lt</sup>  
 John Carrington & Rich<sup>d</sup> Whight defts }

John Carrington and Nicholas  
 Whight this day appearing upon  
 an arrest according to a Speciall

p. 334 warrant for that purpose and M<sup>r</sup> Thomas Matthews the p<sup>lts</sup> Attorney on the p<sup>lts</sup> behalf clayming them as Servants, and chargeing them with much neglect in those employ<sup>ts</sup> wherw<sup>th</sup> they had been intrusted, The Defd<sup>ts</sup> alleadged they had been discharged of their Service by Articles of Agreement heretofore made between Thomas Copley Esq deceased and them dated the 23<sup>th</sup> of December last whereby in Consideracōn of their ffreedom they were to make a Cropp, and to pay unto the S<sup>d</sup> M<sup>r</sup> Copley his Successors or assignes Certain quantities of Tob: at the times therein limited And that they had pitched a Cropp accordingly, but that by reason of much rain the plants had been drowned, and that there had been noe neglect on their parts, But the Defd<sup>ts</sup> expressing themselves unable or unwilling to give Security for performance of the Covenants on their part, And upon perusal of the s<sup>d</sup> Articles of Agreement, It appearing that the S<sup>d</sup> M<sup>r</sup> Copley had not absolutely thereby freed the S<sup>d</sup> Carrington and Whight, but upon Condidōn of their performance of the Covenants on their parts therein expressed, and the Court being of Opinion, that a bargain of that nature, betwixt the Master and his apprentice Servants was of noe Validity in Law, Doth therefore for a final end of the matter in question think fitt, And it is accordingly Ordered that the Said Articles of Agreement or Covenants be from henceforth voyd and Null, And that the Said Defd<sup>s</sup> Car-