

the Neales be acquitted and that they recover against Russell 4668 pounds of tobacco for their costs and charges. Russell was committed to the custody of the sheriff, but on May 4, 1675 he could not be found. Thereupon the Neales asked for and got an *elegit* against any land or goods or chattells Russell might have (*ibid.*, p. 581).

The historian must think that the clerk (who is often grossly careless), has left out a line or even two lines from the record on folio 460, which is page 469 *post*. The Court hears the jury verdict and deliberates maturely and diligently, "because it Seemeth to the Court here by the Evidence of the ancient Inhabitants . . . here at the barre upon their Oathes Viva Voce given and also by the Verdict of the jury aforesaid here at the barr delivered up". The record in no way indicates what it was that seemeth to the Court: the end of the sentence just is not there. Could it have been that they thought the verdict of the trial jury was against the evidence?

The case of Thomas Gerard *v.* John and Rose Gerard involved, as had that of Edward Connery *v.* John and Rose Gerard, a suit over the failure to keep a covenant. On January 9, 1671/2, Thomas the younger bought from his father the four-hundred acre manor of Westwood, and another four-hundred acre tract called the Meadows. For that land he was to pay to Marmaduke Snow, who was his uncle, the 6000 pounds of tobacco which his father, Thomas Gerard the elder, had agreed to pay Snow as the price of a release of claims against St. Clement's lands (*Archives*, LVII, p. 89). The indenture specified, as most indentures did, that the seller, Thomas the elder, was to warrant the land to the buyer, Thomas, the younger. Within less than a year, the younger man was dispossessed from the Meadows by Robert and Joshua Doyne, and Thomas asked his father to make good on the warrant. The father refused and his executors, John and Rose Gerard, had refused and had continued to refuse. Accordingly, on February 16, 1674/5, Thomas Jr. brought his action for 60,000 pounds of tobacco damages (*post*, p. 488). He was represented by Robert Carville, the executors by Vincent Lowe, the attorney general of the Province in his private capacity. Lowe said the executors had already paid out more than the personal estate would amount to, the plaintiff said they had not done so, and both sides put themselves upon the country. The jury in due course found for the plaintiff in the amount of 35,000 pounds of tobacco damages and 2008 pounds costs and charges (*ibid.*, p. 489). The sheriff of St. Mary's was ordered to make, that is, to collect, from the executors, but he reported, on May 4, 1675, that he could find only 1400 pounds. Hereupon Thomas asked for and got an *elegit* for the remainder (*ibid.*, p. 573). Edward Connery, who had sued these same executors for the same thing, their failure to warrant land, on May 7, 1675 recovered a verdict of 25,000 pounds of tobacco damages and 2434 for costs. Clearly John and Rose Gerard were having a hard time.

#### SERVANTS

Of cases involving servants, the majority came up and were settled in the county courts. Records of county courts already published in the *Archives of*