

stockings, and all the old clothes she had. The earliest of these laws gave the servant as well fifty acres of land, five of it plantable (*ibid.*, p. 97), but this was repealed in 1663, because the master got only fifty acres for bringing the servant in, and to give him fifty acres would take away all the master's permanent gain. (*ibid.*, p. 496). Of course the master could give the servant more than the set minimum, and if the servant had an especially desirable trade, the master probably did so agree.

Isabella Goodale, or Elizabeth Gibbs, or Elizabeth Goodale, laid before the Court a complaint about the time to be served by her young son. There can be no manner of doubt that only one woman is being spoken of, yet three different names are used for her and no explanation is offered. She and the child had been brought to Virginia by John Quigley in 1668/9, and there she and the child had been sold to Captain James Neale. They were spoken of in the bill of sale as "One woman servant by name Elizabeth Gibbs and her sonn Gilbert Goodale . . . for the full terme and time of the Custome of Virginia to Say from the time of their Arrivall". Six months later the Westmoreland County court sat to make inspection of their ages, as was required for servants not coming in under indenture. The child was judged to be five years old, and was ordered to serve nineteen years, and his mother Elizabeth Gibbs, who was under indenture, was to serve five years. John Quigley had, in February 1668/9, sold the child for the full term and time allowed by Virginia law: now, on January 13, 1674/5, in Maryland, he made a signed statement that six years or so ago he had disposed of Elizabeth Goodale for five years from her arrival, and that she had "had with her a man child about five yeares of age which she said was her Sonn which I did no wayes putt of for any terme of time but to be free and cleere as Soon as his Mother". Had Quigley sold the time of the son, as Neale and the Virginia court said, or had he not? The Provincial Court read all the papers and heard all the witnesses, and on February 13, 1674/5, ordered that the boy be free and discharged from Neale's service. The Maryland court respected the decision of the Virginia court enough to order Quigley to pay Neale 2000 pounds of tobacco for the time the other court had ordered the child to serve (*post*, pp. 475-476).

In several cases, the transportation of servants plays a big part. George Wells received by the *Baltamore*, Capt. John Dunch, goods to the value of £500 or more, and also seven servants. The servants did not appear on the bill of lading, but Capt. Dunch signed a receipt for taking them on board, and he thought that the person to whom he delivered them gave him a receipt in his turn (*post*, pp. 145-150). In the case of Henry Spry *v.* Hugh French, Spry had delivered a man servant for 1600 pounds of tobacco, and a hogshead of molasses (Malossus must be molasses) to a total of 2400 pounds of tobacco, which Spry said French had not paid. When, on November 12, 1673, the case came up, plaintiff Spry admitted that he had had and lost a bill which defendant French had given him, so he had been forced to sue on an *assumpsit*, the only plea on which he could sue in the absence of a written and sealed contract. The Court examined the premises, and awarded Spry what he claimed, but it ordered him to pay the jurors, summoned and sworn but not used, ten pounds of tobacco apiece, and dismissed both parties (*ibid.*, pp. 153-154).