

Court, but in other years the Court often did lend itself to such problems (*Archives* LVII, pp. 167, 169, 172, 199, 232 242, 302), and often it heard and determined several of them at one time. In 1677, it even went so far as to put on record a ruling "that Servants under Age may be adjudged here what age they are of, aswell as in the County Courts." (*Archives* LXVI, p. 475), and it went on to decide several such questions then and there. At this time there is but one case of the determination of the age of a servant, when "Wm Price Servant to the Hon<sup>ble</sup> Thomas Notley [was] judged to be Seventeen yeares of age when he arrived in this Province. & Ordered that the said Wm Price Served his said Master att the expiracon of his tyme of servitude by custome of this Country & thirty dayes for unlawfully absenting himselfe & runing away from his said Masters service twenty three dayes by his owne confession att ten dayes p one according to Act of Assembly" (*post*, p. 446). Master Notley was, of course, governor and chief justice of the Province at this time.

Sometimes persons not servants made bargains to serve, either by bond or by agreement not written. William Worgan employed Thomas Gilbert to keep his books, and agreed to pay him at the rate of 3500 pounds of tobacco per annum. Gilbert said that he did so serve Worgan from July to November 1676, but that Worgan refused to pay the 1170 pounds due. Gilbert sued, and the case went to a jury, which awarded him most of what he sued for (*post*, pp. 259-260). In another case, Morgan Jones, Dorchester County tanner and clerk, bound himself to William Kent in the sum of 5448 pounds of tobacco. The condition of the bond was unusual. If Jones paid Kent 2734 pounds of tobacco, or gave security to pay it, the bond was cancelled. If he did not do so, "the said Morgan Jones shall become Servant to the said Wm Kent . . . for the terme of two whole yeares without fraud or further delay" (*post*, p. 324). When Jones neither paid nor served, Kent sued. At the trial the issue was joined. Jones said that at the time he made the bond, he was detained in prison by Kent, and that he had made it only to escape from imprisonment. Kent said that Jones was not thus imprisoned by him, that he was at large, and that he had made the writing obligatory "of his own meer spantaneous will . . . and not by force" (*post*, p. 324). The jury agreed with defendant Jones, and later Jones acknowledged satisfaction of the judgment. This case is similar to one of 1649, in which Hannah Mathews agreed either to pay Governor Thomas Greene a thousand pounds of tobacco and cask and three barrels of good corn, or, in default of that, to serve him for the two and three quarter years called for in her indenture (*Archives* IV, p. 464). In 1659, Walter Ges bound himself to Richard Trew, boatwright, to pay 2000 pounds of tobacco, or, in default of payment, to serve him for one year "in all such seruices and employments as hee or they [Trew's assigns or executors] shal imploy him in according to the Custome of the Contrie" (*Archives* LIII, p. 62). The Charles County court ordered Ges to pay a total of almost 2900 pounds of tobacco. Whether these two earlier defendants did in fact give the promised servitude is not known, but at least the arrangement, though unusual, was not unheard of.

The Court had also to determine cases in which a man, or a woman claimed that he or she was not a servant at all, though held to servitude. James Dis-