

One case of a servant involves as the defendant a justice of the Court, though, so far as the record shows, he was not present in person at the trial. Thomas Taillor of Dorchester County "bought had & received of . . . John Burnham [a Virginia merchant] one man Negro of the age of sixteen yeares or thereabouts In consideracōn whereof the said Thomas Taillor did assume upon himselfe & . . . did faithfully promise, that he . . . for the said Negro man the Summe of twenty & five pounds lawfull money of England would well & truely pay. . . ." But he did not pay, and Burnham sued him for £30 sterling. Taillor pleaded *non-assumpsit*, and both parties prayed a jury trial. The jury said Taillor did promise, and awarded Burnham £25 sterling, the sum he said Taillor had promised to pay. Taillor, who appeared by attorney, did not plead the liberties and privileges, though his membership on the Court was set forth in the memorandum (*post*, 159-160).

Not all the servants whose cases appear in these pages were indented or indentured: some of them contracted with another person to work for him for wages. John Blomfield, St. Mary's County innkeeper and attorney, and once clerk of the Provincial Court, made, signed and sealed a contract for service with Robert Dowlan, origin unknown. Dowlan agreed to serve Blomfield "in such employment as he the said Robert is or should be capable of" from March 12, 1677/8 until October 31, 1678. For this service Blomfield said he would provide meat drink washing and lodging, and would also pay Dowlan three hundred pounds of tobacco a month. To this agreement a most unusual provision was added. The servant should have the "privilege of a freeman as to buying bartering and dealing with any person within this Province, any Law or Act of Assembly to the contrary notwithstanding" (*post*, 201). The act of Assembly of 1676 relating to servants and slaves provided that, because servants had been stealing and selling their master's goods, "noe person whatsoever shall Trade barter Commerce or any wayes deale with any Servant . . . without leaue or Lycence first had . . . from Such Servants master mistris or Dame or Overseer . . . vnder the penalty of two thousand pounds of tobacco" (*Archives* II, 526-527). Blomfield was willing to waive this restriction in Dowlan's case, but he seems to have been slow in paying him the three hundred pounds of tobacco a month. After seven and a half months of service, Dowlan sued the innkeeper for 2250 pounds of tobacco, and the latter confessed judgment for 1273 pounds, which the Court, sitting without a jury, awarded the servant (*post*, 201-202).

Dowlan was supposed to get for a year's service 3600 pounds of tobacco in addition to his board and lodging. This was vastly more than most servants got. For the "man Negro of the age of Sixteen yeares or thereabouts" whom Justice Thomas Taillor got from John Burnham, he agreed to pay twenty-five pounds lawful money of England. In another case, Edward Man (or Mann) received of Thomas Sprigg of Patuxent "two Mulattoes . . . between five or six years old or thereabouts. . . ." For these two little coloured children so bound out to him, Man was to deliver a man servant and a woman servant about sixteen years of age, or two men servants, or four thousand pounds of tobacco. When Man did nothing, Sprigg sued, and got from the Court the four thousand pounds plus 560 pounds more for costs (*post*, 177-178).