

James Jones ag <sup>t</sup> Joseph Eaton	}	Joseph Eaton late of s <sup>t</sup> Maries County Marriner was attached to answere unto James Jones of a plea of Trespasse upon the case	Liber W. C.
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And whereupon the said James Jones by Anthony Underwood his Attorney Complaineth that whereas the said James the sixth day of June 1682 at S<sup>t</sup> Georges in st Maries County In Consideration that the said James at the speciall instance and request of the said Joseph had Lett to hyre and delivered to the said Joseph a Certaine Servant of his the said James haveing with him seaverall goods and Chattles of the proper goods & Chattles of him the said James to the Vallue of Two thousand pounds of tobacco, the said servant to serve him the said Joseph in his Lawfull occasions for a Certaine time between them then & there agreed on, The said Joseph in Considera<sup>o</sup>n thereof did assume upon himself and to the said James then and there did faithfully promise that he the said Joseph not onely the said servant with the goods and Chattles aforesaid to the said James at the expiration of the time aforesaid would give up and redeliver, but that he y<sup>e</sup> said Joseph for the service of the said servant according to the rate of thirty shillings p month to the said James would well and truly upon request Content & pay Nevertheless the said Joseph his promise and Assumption aforesaid not regarding but meaning and fraudulently intending him the said him the sd James in this behalfe Craftily and Subtily to deceive and defraud, The said Joseph after the said Servant had served him the said Joseph for the space of thirty three dayes he the said Joseph the said Servant to parts unknowne to the said James did dispose and Eloyne Whereby the said James was put to greate charges and expences in procureing againe his said servant And the goods and Chattles aforesaid to the proper use and behoofe of him the said Joseph did convert and dispose Nor hath the said Joseph any waies satisfied and payd y<sup>e</sup> said James the sume of three and thirty shillings wch according to the agreement aforesaid became due to the said James for the service of the said Servant Although he the said Joseph to doe the same by the said James hath bene thereunto required (that is to Say) the second day of May in the yeare aforesaid, but hath hitherto denyed and still doth refuse to the damage of the said James ffoure thousand pounds of tobacco And thereupon he bringeth his suite

And the said Joseph Eaton by Robert Carvile his Attorney cometh & defendeth the force and injury when &c. and prayeth Liberty to imparle hereunto untill next Provinciaall Court and it is granted unto him, And the same day is given to the plt also

Now here at this day (to wit) the thirtyeth day of June in the Eighth yeare of the Dominion of the Right hono<sup>ble</sup> Charles Lord Baltmore &c Annoq̄ Domj 1683 Came the said ptijes by their Attorneys aforesaid And the said Joseph Eaton by his said Attor-