

September Court - 1704

Therefore it is considered here by of Court this 25<sup>th</sup> Day of September 1704 That if the plaintiff recover against the Defendant a sum of two hundred and fourteen Shillings Silver monies as of sum of two hundred thirty and seven pounds of tenns Cost of Suit and of Debt in Marry etc

William North  
 &  
 Lean Hatton  
 The said William North who brought this action (as if the Defendant) hath not prosecuted his action neither filed any action any Doct<sup>r</sup> whereby he may make appear his Cause of action, but Michael Earle (here in Court sayeth) being atty of the Plaintiff in this if he had had noe Instructions from his Client whereby to file a Doct<sup>r</sup> etc

Therefore it is considered it is considered here by of Court this Day to wit this 25<sup>th</sup> Day of September 1704 That if the Plaintiff take nothing by his writ agt<sup>d</sup> but be in mercy to his false Claim and if the Defendant goes thence without Day, It is likewise considered here by of Court the same Day and year if the said Lean Hatton recover agt<sup>d</sup> the said William North as well of sum of fifty pounds of tenns for a Non suit according to act of assembly as of sum of one hundred and ninety pounds of tenns Cost of Suit

Patrick Creagh  
 in Maryland

Denis Nowland  
 Denis Nowland of the County of Blanter Lands Attached to the same into Patrick Creagh of the same County of a plea of trespass upon the Case And whereupon the said Patrick by Michael Earle his atty complains & saith if whereas on the 11<sup>th</sup> Day of April an<sup>d</sup> 1704 at Curfegall Crabs County in the Jurisdiction of this Court a certaine Communication was had between the Plaintiff & the Defendant of the Plaintiff's living with the Plaintiff upon the Plaintiff's dwelling plantation and there to proceed to the Plaintiff in taking care of his plantation affairs & other business & employ<sup>m</sup>t. Such as to the Plaintiff should seem meet to employ him in writing & making a bill of the lease or mortgage of the said land and if in the said communication there was any bargain or promise made by the Plaintiff to the Defendant what he reasonably deserved to be paid upon which communication it was concluded upon & accorded to by & between the Plaintiff and the Defendant that the Plaintiff should truly and honestly serve the Defendant as agt<sup>d</sup> and if the Defendant should pay and satisfy unto the Plaintiff what he should reasonably deserve for his service. In Consideration thereof the Defendant upon his plea & promise and unto the Plaintiff faithfully promised if the Defendant would carry & abide with the Plaintiff on his of the Plaintiff's plantation as agt<sup>d</sup> and serve the Plaintiff as agt<sup>d</sup> for reasonable satisfaction as agt<sup>d</sup> and if the Plaintiff in fact saith if giving credit & relying upon the said promise & assumption of the Defendant he of the Plaintiff did receive him of the Defendant into his service and did intrust him of the Defendant with his plantation affairs and

The words