## 31 December 1818 Jane Alexander vs John & Thomas Barron For Hire of Kitty

Note - On or before the 1st day of January 1820 we the undersigned oblige ourselves our heirs &c. jointly and severally to pay to Jane Alexander her heirs or assigns the sum of thirty five dollars and 50 cents for the hire of Kitty and to return her on Christmas day next well clothed viz - with frock, two shifts, a pair of shoes and stockings, also a blanket. Given under our hands and seals this 31st day of December 1818. -

Teste. John Barron (seal) Wm. Florance Thomas Barron (seal) One shift, hat, & blanket still due me from Mr. John Barron

Prince William County to wit: Jane Alexander complains of John Barron & Thos Barron in custody &c. of a plea of breach of covenant for that heretofore to wit on the 31st day of December 1818 the defendants at the county aforesaid by their certain writing obligatory then & there made by the said defendants of the one part to the said plaintiff of the other part & which said writing obligatory is sealed with the seals of the said defendants the said plaintiff now being here into court the date whereof is the day and year aforesaid, the said plaintiff hired to the said defendants a negro slave girl named Kitty for a part of the year 1819 viz from the 1st January 1819 then ensuing the date of the writing obligatory to the full end and term of 11 months & 25 days, the said defendants obligatory themselves being oblige to pay therefore to the plaintiff the sum of \$35.50 on or before the 1st January 1820 & to return of the said negro slave Kitty to the possession of the said plaintiff on the Christmas day next ensuing the date of said writing obligatory on the 25th December 1819 well clothed viz with a frock two shifts & a pair of shoes and stockings also a blanket and the debt did whereby for themselves, their heirs &c covenant promise & agree to \_\_\_\_ the said plaintiff that they the said defendants their heirs &c should well and truly pay or cause to be paid to the plaintiff her heirs or assigns the said sum of money viz \$35.00 on or before the 1st day of January 1820 aforesaid & to return the said negro slave girl Kitty on or before Christmas day next ensuing the date of the writing obligatory (viz. on the 25th day of December 1819) well clothed with a frock two shifts a pair of shoes & stockings and a blanket - as by the said writing obligatory & covenant will more fully appear upon reference thereunto by virtue of which said hiring the said defendant became possessed of & enjoined the services of said negro slave girl Kitty for the said term so to their thereof granted as aforesaid and altho the said plaintiff hath always from the said time of making said agreement & unto obligatory kept \_\_ and performed all things by her to be kept \_\_\_\_ according to the true intent & meaning of the said agreement Yet \_\_ that the said defendants have not performed kept & fulfilled anything in the said agreement or writing obligatory contained on their part \_\_\_\_\_ to be performed kept & fulfilled according to the tenor & effect true interest & meaning thereof the said plaintiff saith that after the making of the said writing obligatory of agreement nor since the same ought to have been done kept & performed to wit on Christmas day ie on the 25th day of December 1819 to said defendants did not return the said slave or Negro girl Kitty well clothed with a frock two shifts a pair of shoes & stockings and blanket - contrary to the tenor & effect of the said writing obligatory so made as aforesaid at &c. aforesaid and the said plaintiff saith that since \_\_\_\_\_ of the said writing obligatory agreement & neither before or since the same became due & ought to have been paid done kept & performing to wit. on or before the 1st January 1820 the said defendants have not paid kept done or performed or caused the same to be done unto the said plaintiff the said sum of \$35.50 or any part thereof contrary to the true tenor and effect of the said writing obligatory so made as aforesaid to wit. &c. aforesaid - And so the said plaintiff in fact saith that the said defendants or either of them altho often requested so to do have not kept done or performed their said covenant so by them made as aforesaid but hath broken the same and to keep the same with the said plaintiff have hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said plaintiff of \$50 therefore she brings suit &c.

J. Doe

R. Roe

Linton p.q.

We the jury find for the plaintiff the issue joined, and assess as her damages the sum of two dollars and 23 cents to carry interest from the 1st say of January 1820. John H. Dye, foreman