TB 428

William Nicholson
Thomas Dowrea

Item The plaintiff sued out his Lord[ship]s Writt of Enquiry the tennour of which followeth in these words Viz[t]

Charles Absolute Lord and proprietarie of the province of Maryland and Avalon Lord Baron of Baltimore &c To the Sheriffe of Ann Arundell County Greeting Whereas at a prov[l] Court held at the City of Annapolis in Anne Arundell County for the province of Maryland the third day of July in the first Year of our Dom[n] & Anno Dom[i] one thousand seven hundred and sixteen before the Honble William Holland Esq[r] Chief Justice of this prov[l] Court and his Associates then Justices of the same Court a certaine William Nicholson had sued and impleaded a certaine Thomas Dowrea of Annarundell County Gent[n] alias dict[s] Thomas Dowrea of the City of Annapolis Tanner Viz[t] whereby by a certaine paire of Indentures Indented and made at Annapolis in Anne Arundell County the twenty Second day of June Anno Dom[i] Seventeen hundred and thirteen between the s[d] William Nicholson by the name of William Nicholson of Ann Arundell County Merchant of the one parte and the s[d] Thomas Dowrea by the name of Thomas Dowrea of the City of Annapolis Tanner of the other parte — The other parte whereof with y[e] Seale of the s[d] Thomas Dowrea Signed the same William hereunto Court brought whose date was the day and Year above — It was witnessed that the said William Nicholson for & in Consideration of the Covenants and Agreements therein after mencioned had Sold Assigned and Sett over and by these presents did as factor for Mr[s] Isaac Gillam[s] & Comp[a] Merchants in London Sell Assigne and Sett over unto the s[d] Thomas Dowrea the two white Servants Mary Gingaster mencioned in s[d] John Andrews Indenture and William Mulehole Covenanter to Serve the s[d] Thomas or his Assignes for and During their respective terms of Servitude According to the Laws & Customes of the Country Subjected Nevertheless to the Covenants Condition or provisoes therein after mencioned And the s[d] Thomas Do for him self his heirs Ex[rs] and Adm[rs] Covenant Promise grant & Agree to and with the said Wm Nicholson his heirs Ex[rs] and Adm[rs] that the s[d] Thomas his Ex[rs] and Adm[rs] Should & would in Consideration of the premises provide for the s[d] Servants and in all respects performe towards them during their Continuance in his Service that the s[d] William Nicholson Ought to have done or performed for or towards them said they Continuing in the Service of the s[d] William and also that the said Thomas Dowrea should pay unto the s[d] William for the use of the s[d] Isaac & Comp[a] the Sume of forty five pounds Sterl[g] for the said Servants at or before the twenty fifth day of Decem[r] then next following and also

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also the Sume of Eighteen Shillings Sterl[g] worth in the Interim proceeded Nevertheless and it was the true Intent and meaning of the parties to these presents that in Default of paym[t] of the s[d] forty five pounds Sterl[g] at the time aforesaid then the bargaine and Sale thereby made or intended to be made Should be Void and the property of the same Servts from thence forth be and remain in the s[d] Wm Nicholson & the said William Nicholson at any Time after the default of payment of the same forty five pounds Sterl[g] should require the same Sole to be only that Thomas Dowrea should pay the weekly wages aforesaid as any part thereof should then remaine unpaid or the s[d] Wm should not think fitt to Insist upon the Nullity of the Sale & upon the Default & Inhabilitie the s[d] Thomas Dowrea Should on the request of the s[d] Wm immediately give unto the s[d] Wm his bond with warrt of Attey thereon to Confess Judgmt in any Court of this province as the s[d] Wm Should Appoint unto the s[d] Isaac Gillam[s] & Comp[a] for the aforesaid Sume of forty five pounds Sterl[g] and upon paym[t] of the s[d] forty five pounds Sterl[g] the s[d] William Nicholson Should returne unto the s[d] Thomas Dowrea so much of the weekly wages aforesaid as the s[d] Thomas Dowrea Should before that time have paid him Either the bond and Judgmt aforesaid or the Nullity of the deed with the weekly wages aforesaid to be Compleyed w[th] by the s[d] Dowrea at the Election of the said William as by the same deed reference being thereto had may more fully appeare And the s[d] William Nicholson further said that all this time he always hitherto had well and faithfully Observed and performed all and Singular the Covenants in the Indenture aforespecified on the parte of him the said Wm to be performed and Observed, and protesting that the said Thomas Dowrea had not observed or performed any the Covenants in the Indenture aforespecified on y[e] parte of the s[d] Thomas Dowrea to be Observed or performed according to the forme force and effect of the Covenants aforesaid the s[d] Wm Nicholson said the s[d] Thomas Dowrea had not duly paid or unto the said William Nicholson the Sume of forty five pounds Sterl[g] or any parte thereof for the s[d] Servants at or before the twenty fifth day of Decem[r] in the said Indentures mencioned or at any time since but the s[d] Thomas Dowrea said unto the s[d] Wm Nicholson the Sume of Eighteen Shills Sterl[g] worth in Interim or any parte thereof according to the forme force and effect of the Indentures aforemencioned But of the paym[t] of the s[d] forty five pounds Sterl[g] on y[e] twenty fifth day of Decem[r] aforesaid at Anne Arundell County aforesaid Default & the said William Nicholson further in said said that after the s[d]

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