173

March Court 1704

John Hickington } Kent County in Maryland } ss
vs
William austine

William austine of ye County planter stands attached to answer unto John Hickington late of ye County Schoolmaster of a plea of Trespass upon ye Case

And whereupon ye sd John by Michael Earle his attorney Complaines and saith that whereas ye sd John being himselfe a Schoolmaster or an Instructor of youth and to be m teaching & Instructing of youth in Letters and good manners on ye fourth Day of ye Moneth Anno Dni 1701 in ye County aforesd. ye Jurisdiction of this Court a Certaine Communication was had and moved between ye sd William and ye sd John of and Concerning ye Schooling or instructing three Children of ye said Williams for ye term of two years then next Ensueing upon which Communication it was there and there agreed upon & accorded to by and between ye said Partyes yt ye sd in Case ye said John would undertake to Keep his Schoole at a Certaine house near unto one Robt Marshes plantation on Chester River in said County being not far Distant from ye said Williams plantation and take into his Custody or tuition three Children of ye said Williams and them in Lew of two Schoolers (yt is to say yt he ye said William should sometimes send two of his said Children and sometimes three) and yn Instruct in Letters and good Mans according to ye Cost of his Skill & learning And there remaine and Instruct and teach ye sd Children for ye time or term of two years from ye time aforesd, yt then & upon Consideration thereof ye sd William upon himselfe & Executors unto ye sd John faithfully promised yt he the sd William would well and truely pay or Cause to be paid unto ye sd John ye Summe of Sixteen hundred pounds of good sound Merchantable tobacco in Cask att two Equall paym^ts yt is to say ye Summe of Eight hundred pounds as aforesd in ye month of May next following ye Date of ye aforesd Communication and ye other Eight hundred pounds aforesd to be to come in ye month of July ye next following ye said first paym^t. And ye said John in Consideration of Giving Credit to and relying upon ye faire promises and assumption of ye said William he ye said John did undertake to keep his Schoole at ye house aforesd and did receive into his tuition sometimes two and sometimes three Children of ye said Williams and them in Letters and good manners did Instruct and teach according to ye Cost of his Skill and Cunning and att ye aforesd Schoolehouse did abide and remaine teaching & Instructing his Scholars During ye time and term aforesd and albeit ye said William hath paid and satisfyed unto ye said John ye Summe of four hundred twenty four pounds of tobacco & ye sd part of said of Sixteen hundred pounds of tobacco. Yett nevertheless as to ye residue of ye said tobacco being one thousand eight hundred, seventy and five pounds of tobacco according to his aforesd promise and assumption unto ye sd John he hath not paid nor Delivered to Doe ye said John att Chester aforesd on ye ninth Day of March anno Dni 1703 and at Divers times as well before as since he hath been thereunto required but the same to pay he hath Denyed and refused and still doth Deny and refuse and unjustly Detaine to ye Damage of ye said John two hundred pounds of tobacco and therefore he bring this Suit Earle ⚲ Q. Pledger John Doe Rd Roe

And the said William austine by Benjamin Beake his attorney and prays leave to Imparle untill next Court and he hath it the same Day