

Surrogate Court Book 1786-1812
GN 5/4/C/1
Box 196
In full power

MAR. 15
1797

PROVINCIAL ARCHIVES

Pleas

In the Surrogate Court. Ferryland ^{the} March 15. 1797

Henry Coryear

vs
Balth. Magee

For refusing to serve for the ensuing Summer in the Fishery

According to Agreement

The Plaintiff Moving in the Month of January last, shipped the defendant to proceed on a fishing Voyage in his Boat the ensuing Summer for £2.2 Mages and no more. And no paper being convenient at the time of their Agreeing. The parties agreed to sign the Shipping articles at any other convenient time — in a few days after, the stff being unwell, he sent his father William Coryear,

Henry Coryear vs Balth. Magee

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July 15. 1797
Admiral's Court
Case of the
Henry Coryear

to the depts with the shipping papers to sign to them, which the depts refused to sign
alleging that they were not drawn according to agreement, that summer
expences was omitted - When the depts had recovered from his illness he called
on the depts and requested of him to sign his agreement - and told him that
he would insert summer expence in the shipping paper - to which the depts
replied that it was now too late, and that he would not serve him on any
terms

The depts and depts being in Court, David Clardy and John Burgess
were called on as evidence - they deposed on oath that they were present when
Henry Coryear shipped Patrick Magee, that the wages agreed on was £23
and everything as Magee had from Coryear last year -

It was ordered that Magee do serve Coryear according to the agreement
sworn to by the evidences, and that the former shipping paper be cancelled and
new one made out conformable to the said agreement, which was accordingly
done - Magee having refused to comply with the order of Court he was
committed to Goal