

Crowch, Richard; articles, 4 Feb 1734

Articles of Clerkship
Dated 4 February 1734

Between:

Stephen Crowch of Tytherington, Esquire } of the first part
Richard Crowch, son of Stephen Crowch }

and

Benjamin Skeet of Devizes, Gent } of the second part
William Salmon of Devizes, Gent }
Attorneys at Law and Partners

Term: five years

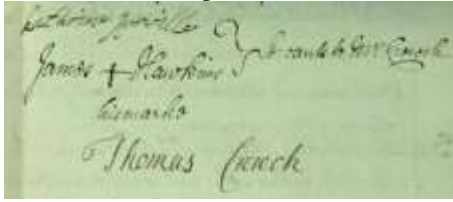
Completed: 10 May 1740

Note: Benjamin Skeet died before the completion of the clerkship.



[cover]

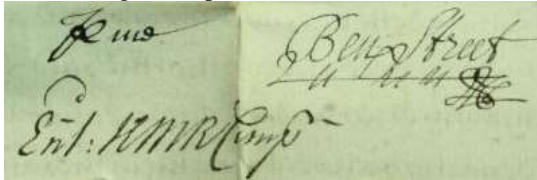
Sealed and delivered in the presence of



March the 1st 1734

Recd then six pounds for his Majestys } 6l

Duty of One Shilling in the pound }



Richard Crowch
approved of by our
[illegible]
10th May 1740

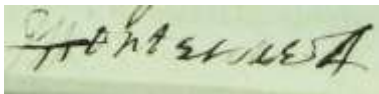
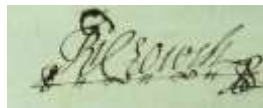
$\frac{80}{9}$

[Attached]

In the Common Pleas

Richard Crowch of Tytherington in the County of Wilts Gent
maketh oath that the articles of Clerkship hereunto annexed were
on or about the date thereof Duly executed by all the partys thereto
and this Deponent Saith that he hath served the therein named
William Salmon as a Clerk for the Term of Five years in
pursuance of the said annexed Articles (the said Benjamin
Skeet Dying before the End or Expiration of the said Term)

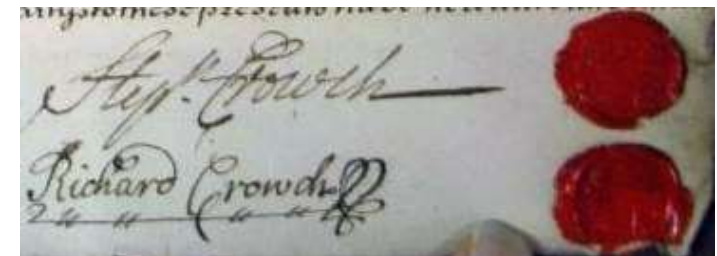
Sworn the Tenth Day of
May in the year of our Lord One
Thousand seven hundred and Forty
Before me



Articles of agreement Indented had made concluded & fully agreed upon the Fourth ~ day of February ~ ~ in the Eighth Year of the Reign of our Sovereign Lord George the Second by the Grace of God of Great Britain France & Ireland King defender of the Faith & so forth and in the Year of our Lord 1734 **Between** Stephen Crowch of Tytherington in the County of Wilts Esquire and Richard Crowch Son of the said Stephen Crowch of the one Part and Benjamin Skeet of the Burrough of Devizes in the County aforesaid Gent and William Salmon of the same Burrough Gent (Copartners or Joint Practitioners in the Business Profession and Practice of an Attorney or Solicitor in the several Courts of Law and Equity) of the other part in manner and form following (that is to say)

Whereas the said Richard Crowch has well of his own free will as also by and with the Consent and direction of the said Stephen Crowch his Father hath put himself a Clerk and Servant to the said Benjamin Skeet and William Salmon to live with them and Serve them in the Profession or Practice they or either of them now use as Attorneys or Attorney of the Courts of Kings Bench and Common Pleas at Westminster and a Sollicitor or Practicer in all other the several Courts of Law and Equity from the day of the Date hereof for & during and unto the full end and Term of five Years from thence next ensuing fully to be compleat & ended **It is** hereby Covenanted concluded and agreed upon by and between the said Partys to these Presents **And** the said Stephen Crowch for himself his Extors & Admors doth Covenant promise and agree to and with the said Benjamin Skeet and William Salmon and each of them and each of their Extors & Admors by these presents that the said Richard Crowch shall and will during the said term of five Years truly faithfully and diligently Serve the said Benjamin Skeet and William Salmon as their Clerk and Servant in the aforesaid profession or practice and shall not at any time during the said Term depart or be absent from them the said Benjamin Skeet and William Salmon or either of them as they or either of their Service without their License or other lawfull Cause And that the said Richard Crowch shall not willingly or negligently commit do or Suffer or cause or procure to be committed done or Suffered any illegall or unjust Act or Acts thing or things Misdemeanour or Misdemeanours whatsoever to the said Benjamin Skeet & William Salmon or either of them relating to their said practice or profession or otherwise howsoever nor directly or indirectly disclose or make known any Secrets either of his said masters or either of them or their or either of their Clients to any prejudice whatsoever to them or any or either of them **And further** that the said Richard Crowch during the said Term of five Years shall not undertake or do any manner of Business whatsoever relating to their or either of their Profession or Practice without the order or License of the said Benjamin Skeet & Williams Salmon first had & obtained **And the said** Benjamin Skeet and William Salmon for and in consideration of the premises & of the Summ of One Hundred & Twenty Pounds of lawful Money of Great Britain to them in hand at or before the ensealing and delivery of these presents by the said Stephen Crowch well and truly paid the Receipt whereof is hereby acknowledged do for themselves severally and for their severall Extors & Admors Covenant promise and agree to and with the said Stephen Crowch his Extors and Admors by the these presents in manner & form following (that is to say) that they the said Benjamin Skeet and William Salmon shall and will according to the best of their & each of their Skill & knowledge Instruct teach and educate the said Richard Crowch in the knowledge profession and practice of the Law as an Attorney or Sollicitor in the said several Courts of Law and Equity And shall & will at the end of the said Term of five years do as much as in them or either of them lies to procure the said Richard Crowch to be to be admitted one of the Attorneys of his said Majestys Courts of Kings Bench and Common Pleas or either of them according to the Rules and Customs thereof if the said Richard Crowch shall then desire the same & bear the cost thereof **And also** that they the said Benjamin Skeet and William Salmon or one of them shall and will find provide and allow unto and for the said Richard Crowch good and sufficient Meat Drink and Lodging during the said Term **And further** if the said Benjamin Skeet and William Salmon shall both happened to depart this Life before the end of two Years next ensuing the date hereof that then and in such case the Heirs Executors or Admors of the said Benjamin Skeet and William Salmon or of one of them shall and will reimburse and pay unto the said Stephen Crowch his Executors Administrators or Assigns the Summ of Forty pounds of lawfull Money of Great Britain within Six Months next after both their Deaths as aforesaid for and towards the placing out the said Richard Crowch to be a Clerk to some other Master or Masters for the remainder of the said Term **And** the said Stephen Crowch doth hereby for himself his Executors and Administrators further Covenant promise and agreed to and with the said Benjamin Skeet and William Salmon and each of them there and each of their Executors and Administrators by these presents that the said Stephen Crowch his Executors and Administrators shall and will find provide and allow unto and for the said Richard Crowch his Son good and sufficient Wearing Apparell of all sorts and washing during the said Term And that the said Richard Crowch shall from time to time and at all times during the said

Term render and give a true and just Account unto the said Benjamin Skeet and William Salmon or one of them of all and every Summ & Summs of Money which the said Richard Crowch shall receive from for or upon the Account of the said Benjamin Skeet and William Salmon or either of them or their or either of their Clients and pay the Ballance of such Accompt or Accompts unto the said Benjamin Skeet and Williams Salmon ___ their Executors and Administrators **And lastly** that said Stephen Crowch his executors and administrators shall and will indempnify and keep harmless the said Benjamin Skeet and William Salmon and each of them their & each of their Executors and Administrators of & from every illegall & unjust Act & Acts thing & things whatsoever which shall be willingly or negligently committed done or Suffered by the said Richard Crowch during the said Term in relation to the aforesaid Business practice or profession or otherwise & to the Damage or prejudice of the said Benjamin Skeet and William Salmon or either of them their or either of their Executors or Administrators **Provided** always & it is hereby Covenanted and declared and agreed upon by and between all & every the said partys to these presents that in case the Small Pox shall at any time or times during the said Term be within the said Burrough of Devizes that then it shall and may be lawfull for the said Richard Crowch to absent himself from Service of his said Masters and each of them during such time as it shall continue in the same Burrough the said Richard Crowch after the end or expiration of the said Term serving his said Masters so long time as he shall be absent as aforesaid which the said Stephen Crowch doth hereby Covenant & agree that his said Son shall do and perform accordingly **Provided** also & it is hereby further Covenanted declared and agreed upon that neither these presents nor anything herein contained shall extend or be construed or taken to oblige the said Richard Crowch to take any Inquest or Inquisition on View of the dead body of any person as Coroner or Deputy Coroner for this County or relating thereto or to be present at the same any thing herein contained to the contrary notwithstanding **In Witness** whereof the said partys to these presents have hereunto interchan geably set their hands and Seals the day and year first above written

A photograph of a document showing two handwritten signatures in cursive. The top signature is 'Step. Crowch' and the bottom signature is 'Richard Crowch'. To the right of each signature is a red wax seal. The document is aged and has some faint text visible at the top.

Source: The National Archives; piece CP 5/80/9
Transcribed: Colin Moretti; colin.moretti@googlemail.com
Date: 8 November 2013
Amended: 25 January 2014