

Captain John Babbidge, of the ketch the *Jacob of Biddeford*. An information was of the nature of an indictment, except that it was presented by the attorney general instead of by the grand jury. Lowe said that Babbidge, whose vessel was riding at anchor in Wye River, and who was, thus, within the jurisdiction of the Court, had unloaded and delivered goods brought in by him, without delivering to the proper authorities any cockets or invoices, contrary to a 1663 act of Parliament for the Encouragement of Trade (13 Charles II, commonly known as the Navigation Act). For this reason, Lowe asked the Court to declare that the vessel with all her contents was forfeited. Captain Babbidge appeared by attorney and pleaded not guilty. The Attorney General and the Captain both put themselves upon the country, and the sheriff summoned the twelve &c. They found for the Proprietary, and, the Captain "not being able to invalidate the verdict," the Court adjudged the *Jacob of Biddeford* forfeited according to the act of Parliament. Since the jury had found for the Right Hon^{ble} the Lord Proprietary, he must have been the one to profit by the forfeiture (*post*, 56-67).

On July 16, 1674, Robert Swaine of Newcastle on Tyne and Robert Farrer, also of Newcastle, made a contract involving trade with Maryland. It is perhaps wise to point out that, in the manuscript of these proceedings, a capital *F* was invariably represented by two lower case *f*'s, and in the text which follows, the old form is retained, but it seemed somewhat affected to use it here, so thoroughly has it disappeared from English usage today. Consequently, it will be Farrer and Fendall and Francklin. After negotiations, Swaine, a sailmaker, agreed to hire and pay Farrer, to hire a good ship, and to put aboard her a considerable cargo. For his part, Farrer was to take charge of the cargo, and to ship with it on the vessel for the Province. Once here, he was to sell the goods to Swaine's advantage, and with the proceeds to buy tobacco and other goods and merchandizes. Swaine got the ship *Endeavour*, of Hull, England, and at Newcastle and at Lamington, put aboard her cargo worth £561/17/½. Later, on November 20, 1674, Swaine sold to William Aubone a half interest in the venture. The *Endeavour* got to Piney Point, St. Mary's County in January 1674/5, and thence the cargo was sold. But factor Farrer died before the end of the year, without shipping home the proceeds or giving Aubone and Swaine any satisfaction. In April 1676 the partners gave a warrant of attorney to Thomas Noatley or Notley, merchant, to receive all the goods shipped, to demand the proceeds if the goods had been sold, and, if Farrer refused to surrender the goods or the proceeds, to prosecute him as fully as the owners could do, were they present. Notley was a merchant and a landowner, he was also gentleman, and was soon to become lieutenant general, chief captain, governor, commander, chief admiral and chief justice of the Province (*Archives*, XV, pp. 132-135). He accepted the appointment as attorney. By Robert Ridgely, Aubone and Swaine sued Farrer's executrix, his wife Johanna, for £1000 sterling. When the case came to trial, on November 29, 1676, both parties appeared by attorney, and Kenelm Cheseldyn said for Mrs. Farrer that her husband was in his lifetime indebted by debts of a higher nature, so that she had no more to satisfy his other debts. The Court