

wages, the victualling or the port charges otherwise than out of the goods shipped or the tobacco they produced. For proof of these things, Peighen produced a certificate of affidavits taken before the Lord Mayor of London under the seal of the city. Edward Allen, a scrivener, swore that he had seen Fulford sign, seal and deliver the charter party for Peighen's use. Robert Barton, notary public, swore that "the said George ffulford absented himselfe from the Royall Exchange London about the beginning of November last [1675], & hath never since appeared thereon . . . And that itt was then discoursed by the M^rchants & others that he the said ffulford was failed in his Creditt". Several bills of exchange accepted by Fulford had been protested. Both the scrivener and the notary swore that, on August 10, 1676, they had gone with Thomas Dade, one of the owners of the *Ruth*, to Fulford's dwelling in Princes' Street, and had there demanded the freight payable ten days after receiving the certificate of arrival. A manservant told them Fulford was no longer there and he did not know where he was. A cooper swore that Dade had sold Fulford two puncheons of brandy, valued at £41/6/4, for which Fulford had never paid. The High Court of Chancery read the complainant's bill and the defendants' answer and the certificate from London. It heard the arguments of the parties "& considering the same to be of great waight & concerne tooke tyme to consider & advise about the prmises till this p^rsent day [December 9]. and then they gave their decision (*Archives*, LI, 473). They were fully satisfied that Fulford was broke and that he had gone away. The freight was due and unpaid. The wages and the other charges could be secured only by the goods shipped on the vessel, and these goods were intended to be security for these things and should be so used. Therefore they ordered Leach to pay, out of the goods, the wages amounting now to £457/16, the port duties, the food, and the hire of the ship, now £630, plus £12 for costs. The total was £1099/16 in addition to the port duties.

But even with the decree of the Court, Peighen had not finally won, for Leach did not give up easily. He did nothing to satisfy the decree. When Peighen told the Chancery Court that Leach was a foreigner, that he had no visible estate in Maryland and that he was about to leave, with the December 9 decree wholly unsatisfied, they ordered the sheriff of Kent County to arrest him and to hold him until he gave a recognizance with sureties not to go out of the Province until he had satisfied the decree (*Archives*, LI, pp. 195-196). On March 3, 1676/7 the sheriff of Kent was again ordered to arrest Leach for contempt of the Chancery Court; this was on complaint of Peighen for breach of decree (*ibid.*, p. 197). Meanwhile Leach continued to harass Peighen. On March 16, 1676/7, a warrant was issued against Peighen from the Chancery Court, requiring him to give recognizance with sureties to pay Fulford the £1000 was damages and costs, if he should lose the suit which Fulford had begun against him in the Provincial Court. Since, by the decree of December 9, 1676, Fulford and Leach had been ordered to pay Peighen what he claimed, he was surely not going to be cast in the suits, if they ever came to trial. This warrant was returnable April 16, 1677; on April [2]1, 1677, Chancery ordered that a sequestration issue against all the goods that had come