

considered that the partner creditors should have damages of £561 sterling and 758 pounds of tobacco for costs, "but so as the debts of the Country of a higher nature be first paid & Satisfied." (*post*, pp. 325-327). Presumably debts of a higher nature were those owed the Proprietary. There were other cases in which a plea of debts of a higher nature was made, always by an administrator, to bar payments to individual creditors (*post*, pp. 342, 352, 370, 447), but none of them relate to maritime affairs. The phrase is nowhere explained.

Seven seamen from Weymouth, England, belonging to the ship or pink *John of Weymouth*, William Drady master, could not collect the wages due them. The term "pink" was applied to different types of vessels of which the chief common characteristic was a high, narrow stern. Accordingly, they authorized Richard Bayley or Bayly, innholder, then of Harvey Town, Calvert County, to sue John Parker, Captain Drady's executor, for their time and service done in the pink (*post*, p. 258). Bayley did sue Parker, and also William Dare, who had become in turn executor to Parker (*post*, pp. 166, 347, 410), and the case was settled out of court. Dare paid over to Bayley 6000 pounds of tobacco, and Bayley gave him a receipt for it, and a release from "all wages & Demands whatsoever belonging or in any wayes appertaining to the Said Seamen . . . & all & Euery other matter Cause or thing whatsoever from y^e beginning of y^e world unto" the date of the release. Bayley had had to be prodded into giving the release. On the backside of it there is a note signed by George Masson, deputy sheriff of Calvert County, that he had "arrested Richard Bayly in y^e Sute of William Dare y^e first munday after y^e Provinc^l Court held in ffebruary 1675[/6] & y^e said Richard Bayly was Discharged from me y^e day following aboute ten of ye Clock in ye morning" (*post*, p. 259). And the release was not signed sealed and delivered until "after the Said Bayly was discharged from y^e Sheriffe (*ibid.*).

There was always an active trade between Bristol, England, and the Province, and sometimes it came into court. A Bristol grocer named Richard Pope the Younger, on September 9, 1667, signed a contract with Richard Royston for a voyage to Maryland. Pope was part owner of the ship *Richard and James*, William Nichlas or Nichols master; for himself and the other owners he "did grant & to freight lett twenty & five tunns of the tunnage of the said Shipp unto Richard Royston aforesaid for the voyage whereon she was then bound being for Virginia & the Said Richard did for himselfe thereby Covenant promise & grant that the Company belonging to the said Shipp should fetch & receive the said ffreighters goods & merchandizes on board the said Shipp in Virginia aforesaid with boats or sloops according to the Custome of the Country there, within threescore dayes So as the same goods shall lye & be within One mile of Some convenient landing place in Choptanck River & from thence by the Bay side unto Kent Island". For this, Royston agreed to "pay for the freight of the said twenty five tunns be the same laden or not laden the full Summe of Eleaven pounds of lawfull mony of England p Tunn accounting foure hogesheads to a tunn." But in the Province, Royston did not succeed in getting together enough tobacco, although he had to pay for the tonnage whether he used it or not. Accordingly, in May 1668, he let five tons of the twenty-five