

England saying that Fulford in England was "broke." If he was bankrupt, the only way to secure the seamen's wages and their food, as well as the port duties, was to refuse to surrender to Leach the remainder of the cargo. Accordingly the mate and the seamen refused to help navigate the ship or to let Peighen deliver the goods to Leach. When he applied to Leach to pay the wages and the port duties, Leach refused to do so, and he ordered Peighen to sail back to London empty. Again the seamen refused to sail, until their pay was secured them (*post*, 297-302; *Archives*, LI, p. 466ff).

With the repeated refusal of the men to sail, legal actions were begun. Factor Leach drew up a protest and three bills against Captain Peighen, one in his own name on account of the bill of lading the Captain had unwillingly signed, and two in the name of Fulford, one for breach of the charter party and one on account of the other bill of lading (*Archives*, LI, p. 469). Peighen on his part petitioned the Proprietary that Leach be ordered to give security for the carrying out of the charter party out of the goods remaining on the *Ruth*, and the hearing was set for Tuesday, May 23, 1676. On May 24, the petition and the charter party were both read before the Provincial Court, and the Court held that the business of the petition was not legally before them. On the same day, they ordered the arrest of Fulford to answer Peighen's plea that he render him £1000 which he owed and unjustly detained (*post*, p. 298). Fulford appeared by his attorney and won a delay until June 5. On June 7, the two parties appeared by their attorneys. Peighen recited the charter party and said that he had done all it bound him to do, that Fulford and his factor had not done all they were to do, and that furthermore Leach had tried to get him to pay the seamen's wages. "whereupon action hath accrued to the said Thomas to require & have of the said George the said summe of One thousand pounds of lawfull mony of England & thereupon he bringeth his suite." To this Fulford replied that he had done all that was required of him, and both parties prayed a jury trial. The jury found that the ship was in the country of Maryland, and the Provincial Court awarded Fulford 1154 pounds of tobacco for his costs and charges, and declared Peighen's claim false (*post*, p. 302). At common law this verdict was the only one possible, for the charter party provided that all payments were to be made in London, so that, on the face of it, Peighen had no right to demand that payment be made in the Province.

But the Court declared a stay of execution until October 10, 1676, and Peighen had time to take further action. He filed a bill in Chancery, and also filed an injunction, which was granted (*post*, pp. 371-372; *Archives*, LI, p. 469), staying the three actions taken against him by Leach until after the hearing of his Chancery bill. The case came to a hearing in the Chancery Court on December 7, 1676, and Peighen and Leach were there with their counsel. Fulford, for all anyone knew, was in London. The substance of the charter party was given at even greater length than when the case was heard in the Provincial Court. It was emphasized that all the goods in the ship were bound to the complainant Peighen as security for the payment of the charges agreed on. He had landed most of the cargo and was ready to land the remainder when he and the chief mate and the seamen got word from London that "the said