

arts had made profession in this province and constantly used practiced & exercised the same or the cureing divers diseases Sore paynes, aches &c in & upon severall the good people of this Province with goode Successe" (*Archives* LXVI, p. 442). At that earlier day, a sick person who wanted Harper's care, applied to his master, and Van Sweringen sent him with his medicines and his remedies, and was paid. Sometimes he was not paid, and a suit followed. Then, in the course of time, Harper became free, and when he continued his profession, it was in his own interest. In 1675, Morgan Jones agreed with Harper, then still a servant, that Harper should cure Mrs. Jones, "then languishing of a certain distemper of body", and that he and not his master should receive therefor 1600 pounds of tobacco. Later, Van Sweringen, in need of tobacco, made a bargain with Jones, by which Jones paid him 800 pounds of tobacco, upon Van Sweringen's faithful promise to pay the 1600 pounds when it should fall due. The master did not discharge Jones from the debt, and Harper, by now free from his servitude and able to sue in his own name, recovered the debt from Jones. Jones then sued Van Sweringen for not keeping his promise. The case came to trial on February 22, 1677/8, and Van Sweringen pleaded *non assumpsit*, said that he had not promised Jones what Jones claimed he had. Both men put themselves up on the country, and the jury was summoned. The jury, "being elected tryed & sworne upon their Oaths do say wee finde for the Defendt", and the Court granted defendant Van Sweringen 1065 pounds of tobacco for his costs and charges. Plaintiff Jones was in mercy for his false claim (*post*, pp. 180-181).

## SHIPS AND MARINERS

Not an admiralty case was heard this year; indeed, the word admiralty does not occur even once in these pages. There was little concern with ships and shipping and with mariners. The difficulties between Richard Royston of Oxford, Talbot County, and Captain William Nichols hung on for more than ten years. On September 1, 1667, Royston contracted with Richard Pope, part owners of the ship *Richard and James*, of Bristol, England, to take twenty-five tons of the space on the ship at £11 per ton, and to pay for it even if he did not use it. Once in the Province, Royston could not get together the hundred hogsheads to put into the twenty-five tons. To lessen his debt, he let the five tons not filled, to Nichols, captain of the *Richard and James*, at £6 per ton. Nichols gave Royston his note for the £30, and when, in August 1668, the ship got back to Bristol, he paid the £30 and it was allowed on Royston's account with Pope. Royston knew this, yet he did not discharge Nichols from the debt or surrender the note, as he should have done. Instead, more than seven years later, on March 26, 1676, he had Nichols arrested and declared the note against him. When, on April 26, 1677, the case came to trial, the jury found for defendant Nichols, and the Court gave him 1755 pounds of tobacco for his costs and charges. As costs went, this was a high allowance, a very high allowance. When the matter is referred to, later, the verdict is called a nonsuit, so that the Court must have felt that Royston did not make out even a *prima facie* case. After this April 1677 trial, Captain Nichols brought action against Royston on