

and wife. Gittings sought to recover "his farme", described as a freehold called Causein containing fifty acres, with houses, edifices, gardens and orchard, lying in St. George's Hundred, St Mary's County, from which the Bannisters had unlawfully ejected him (p. 25). It was not until well into the next century that a small plantation and its owner came to be generally known as a farm and a farmer. The use of the expression, a *patent avant*, occurs several times in this record. The meaning of "avant", possibly an incorrect spelling, cannot be explained. Suggestive of old England is the description in a deed of 1668 of a "hedge" as marking a land boundary (p. 384). When at the December, 1669, court, a creditor charged the executor of the estate of Francis Armstrong with "imbicilling and squandering away the estate", we find a misuse, then common, of the word *imbicilling*, for *embezzling*, an error which had crept into the language as early as 1546 (p. 490).

The relations of a godparent to godchildren was taken seriously in the seventeenth century. Frequent gifts of cattle to children not of the same name, as often found recorded in the county court records, were probably based on this relationship. A deposition shows that Captain William Hawley promised 6 herd of cattle to his godson William Gwyther, aged sixteen, and that the proceeds of the sale of three heifers with calf had been used to purchase the gray mare now owned by William (p. 184).

A very remarkable record of marriage, which is described as a "dedication and contract of marriage" by the bride, whose signature, but not that of her husband, it bears, was filed in the Provincial Court in 1669, nearly four years after it had been drawn up and signed. After opening with a very lengthy invocation to God, Edeth Bayne dedicates herself forever as his loving wife unto Jonathan Marler of Calvert County, and in quaint spelling and phraseology, based in part on the Church of England marriage service, the lady to this one-sided contract promises "to love the Cherrish the and Comfort the as my true and lawful husband by free and mutuall Consent of my Hart in love to the above all others & never shall nor Will Yield to Love Or Like of any Other but the alone dureing each Others life in the presents of Almighty God". It is dated October 27, 1665, and in addition to Edeth's signature, is attested by two witnesses. No similar dedication or promise by the husband is recorded. One is uncertain as to the religious affiliations of the bride. The wording does not resemble that of a Quaker marriage certificate, although the repetitious use of "the" (thee) is suggestive. It is almost certainly not Roman Catholic. Possibly there is a Puritan background, for, as we know, some of the Virginia Puritans had settled in 1649 in Calvert County (p. 433).

Choice tobacco seems to have had a value double that of the ordinary "good sound merchantable tobacco" which was used as the money of the Province. In a suit referred to arbitration by the court, Mr. Thomas Notley and Dr. John Peerce, the arbitrators, awarded 4000 pounds of "good Arranoca tobacco" as costs, to be paid the plaintiff (p. 374). A reference in a case to "roanoke" tobacco was doubtless meant for Orinoco ("Arranoca") tobacco, a superior variety, native to Central and South America, the cultivation of which had