

George Fulford was broken . . . and that Caution was thereby given . . . [them] to Secure the hire of the said Shipp & Seamens Wages & the Charge for the Victualls & Port duties either by the Said Goods Imported or by the Tobacco the produce thereof Exported or else they might Expect to receive nothing att the Port of discharge att London from the said Fulford". Peighen believed that Leach knew of Fulford's condition and that the two had combined to defraud him, and on this belief was to be based the refusal of the seamen to unload or to sail back to London empty. He admitted that only a court of equity could handle his difficulty, since in law he had no ground to enforce payment for the hire of the ship until the certificates were returned. In order to have security for this hire and to indemnify the ship on account of the seamen's wages, as well as to protect himself and his owners against the "apparent fraud in the said Fulford & Leach . . . he humbly craved the aid & assistance of this Hon^{ble} Court". He asked "that the said Fulford & Leach might answer the p^rmisses & be Ordered to pay or Indemnifie the Comp^{lt} & Shipp from the said Seamens wages & from Port duties . . . & pay & secure the pay for the Victualling of the said Shipp, & pay or secure the pay for the hire of the said Shipp by & out of the Goods Shipped on board the said Shipp, & that the Goods remaining in . . . [her] may be Appraided & Sold for paym^t" of all of these charges (*Archives*, LI, p. 469).

Leach appeared, having been subpoenaed (*Archives*, LI, p. 179), and made answer to Peighen's bill. He believed that there was such a charter party, that Peighen had sailed and had been forced into Barbados to refit and repair, but he believed that this was due to the negligence of the Captain and the seamen. He said the goods in the ship were consigned to him, and the Captain was to obey his orders about her. At Peighen's instance he had sold out of the cargo goods worth £150 sterling, and the Captain had agreed that this money should be deducted from what was due for ship hire. As to the two bills of lading, Leach said one was for goods belonging to him and marked with his mark, the other for Fulford's goods. He stressed the fact that there had been a refusal to finish the unloading or to sail back to London empty, though the captain was bound to obey his orders. What was due was, in any case, to be paid in London, not in Maryland. He knew of no bankrupt proceedings against Fulford, he had received no letters to that portent, and he had entered into no combination with Fulford. Neither law nor equity compelled him to secure the hire of the ship, since it had not been demanded and denied in London, where it was supposed to be paid. With a general traverse he ended his answer (*Archives*, LI, p. 471).

So the cause stood at issue upon bill and answer. Peighen's counsel moved the Court that the case come to a hearing, so that the matter, which involved a ship's captain and his merchant, might be disposed of without further delay, for the ship had already been in the Province a long time. Since this was the usual practice in equity, the Court proceeded to a hearing. Peighen said that, as soon as a certificate of the arrival of the ship in the Province arrived in London, demand had been made at Fulford's dwelling, and there was no one there to pay. Nor was there any way to secure the ship's hire, the seamen's