

MSA SC 5463-4-14

Thomas Pine
of Libel
Ship Kelly-

Mr Barrey,

File this end with
the back of the Sidge
I am Att: as prayd.

A Smith.

filed 26th March 1790

To the Honorable William Paca Esquire Judge of
the District Court for the Maryland District

Humbly Complaining sheweth unto your Honor your Libellant
Thomas Pine of Great Britain now in Baltimore County Mari-
na, that he on or about the twenty fourth Day of November in
the year one thousand seven hundred and Eighty Eight on the
High Seas and within the Jurisdiction of this Court to wit at
the Port of Bristol in England did Enter and ship himself on
board a Certain Ship Called the Nelly commanded by Michael
Winter Captain and Master and now riding at Anchor in the
Port of Baltimore to perform a Voyage in the Capacity of a Sail-
or at the Rate of thirty Shillings Sterling Money of Great Bri-
tain per Month which said Voyage was to Commence from
the said Port of Bristol to Naples thence to the Island of
Sicily thence to Antigua, thence to Newfoundland, thence to
any port on the Mediterranean Sea, and thence to any port in
Great Britain, as by the Shipping Articles of Agreement in the
Possession of the said Michael Winter Reference being thereto
had will more fully appear, which said Articles your Libellant
prays may be produced to this Honorable Court. And your
Libellant further sheweth that he hath been carried by the said
Captain Winter in said Ship not only to the several ports above
mentioned but also to Divers Other Places and instead of proceed-
ing as stipulated from the Mediterranean to some Port in
Great Britain ~~has~~ has been brought by the said Captain
contrary to the aforesaid Articles of Agreement to the Port of
Baltimore aforesaid. And your Libellant further sheweth that
agreeably to the original Articles aforesaid he acted in the Course
of said Voyage on board said Ship as a Common Sailor at the

Rate and price of thirty Shillings Sterling Money of Great Britain for the term of five Months to be completed from the Date of the said Articles and that after the Expiration of the said term of five Months until the twenty fourth Day of March One Thousand seven hundred and ninety he acted on board said ship in the Capacity of Second Mate at the rate and price of forty Shillings Sterling Money of Great Britain per Month and that he was advanced to the said Station of Second Mate by the said Captain Winter and was by him allowed the wages of forty Shillings Sterling Money of Great Britain as aforesaid as a Compensation for his Extraordinary Services. Your Libellant further sheweth that he hath faithfully performed for the aforesaid Term of five Months the Duties of his Station as a Common Sailor on board said ship and that he hath also faithfully performed for the further Term of Eleven Months the Duties of his Station as Second Mate on board said ship and that the wages justly due and owing unto him therefor amount to the sum of twenty nine pounds ten Shillings Sterling Money of Great Britain, of the Value of fifty pounds Current Money of Maryland.

Your Libellant further sheweth that by reason of the aforesaid Deviation from the stipulated Voyage, he is justly entitled to receive his wages as aforesaid due to him, and that the said Captain Michael Winter although often requested hath altogether refused and still doth refuse to pay him the same wages contrary to the tenor and Effect of the said Articles of Agreement.

Your Libellant therefore prayeth your Honor that an Attachment may be Issued against the said ship called the Nelly her tackle, Apparel and Furniture, and that the same may be by the ~~Execution~~ ^{Decree} of this Honorable Court be sold for the payment of the

wages due as aforesaid, unto your Libellant and Jofoorth —

A Smith for Libellant

[Faint, mostly illegible handwritten text, possibly a list or ledger, with some legible fragments like 'the' and 'of' on the right side.]