which is herewith filed No. 1 reference being thereunto had will appear. that in consequence
of the said agreement your Orator entered into and took possession of the ship aforesaid as
commander and captain of the same and took charge of the said Ship and engaged officers
and Mariners for the said Ship and took in a cargo and sailed in the said Vessel to
Annapolis in Maryland and there landed and disposed of the cargo according to the
directions of the said Rutland, that your Orator while the said ship lay in the Thames
aforesaid made sundry disbursments for the said Ship with sundry charges to the ninth
day of November in the year seventeen hundred and eighty four amounted to the sum of
two hundred and nine pounds seventeen shillings and nine pence Sterling money
as by the Account hereto annexed and which your Orator prays may be taken as part of
this his Bill will appear, that on the day and year last aforesaid the said Rutland
settled with your Orator for the said disbursments and charges and made sundry discounts
with your Orator. paid money to your Orator and passed his note of hand to your Orator for the
sum of fifty nine pounds nineteen shillings and nine pence Sterling money which was to
have been delivered to Mrs. Maslin of Charles County and the money to her paid by the
said Thomas Rutland for and on account of your Orator who owed said Mrs. Maslin the
same sum and this note was passed by the said Rutland to ballance the Account of your
Orator to that day and was by your Orator assigned to said Mrs. Maslin that the said
Rutland afterwards about the month of November in the year aforesaid agreed with your
Orator to continue Captain and commander of the said ship on the terms aforesaid & faithfully
promised your Orator that he the said Rutland would pay your Orator wages aforesaid
and that he would repay to your Orator all disbursments and engagements whatsoever made
by your Orator for or on Account of said ship and for and on Account of said Rutland in all
matters respecting said ship and the trade and concerns of said Rutland, your Orator further
sheweth that the said Rutland shortly afterwards loaded the said ship with Tobacco and
directed your Orator to proceed to London in Great Britain which your Orator according did,
that the cargo on board said ship was consigned to a certain John Petty then of London, but
now of the city of Annapolis, Merchant Another Defendant in this your Orators Bill and his
partner a certain Joseph Yates of London aforesaid merchant that your Orator was directed
by said Petty and Yates to sail in the said Ship to the River Texell in Holland and to carry said cargo
thither and to deliver the same according to the consignment of the said Petty and Yates which your
Orator accordingly did and shortly afterwards returned in the said Vessell to the River Thames
in Great Britain aforesaid that your Orator lay in the said Vessell sometime in the Thames
aforesaid and advanced therefor Wages of the Mariners on board said Vessell, expences of the
ship and other necessary charges to the amount of ninety one pounds two shillings and seven
pence Sterling money, that your Orator also while in the Thames aforesaid became liable
(and)

and chargeable to sundry persons and tradesmen for articles furnished the said Ship and
for work done in and about the same for the use of said Rutland to the amount of four hundred
and ten pounds nineteen shillings and two pence Sterling money as by a Bill of
particulars hereto annexed No. 2 and which your Orator prays may be taken as part of
this his bill will appear which charges against your Orator on account of said Vessell
have been paid by said Rutland or any other person for him to your Orators knowledge
or belief and your Orator still remains liable for the amount aforesaid, that the said Rutland
never has paid the said Mrs. Maslin, the said sum of fifty nine pounds nineteen shillings and
nine pence Sterling and your Orator is still liable to pay the same Your Orator further sheweth
that having taken a cargo on board the said Ship sailed from London aforesaid in the Month of
May in the year seventeen hundred and eighty five and arrived at the Port of Annapolis in
Maryland in the month of July following and there delivered the cargo agreable to his Orders,
that the said Rutland in August in the year aforesaid engaged your Orator to go a voyage to the
West Indies as master and Captain of the said Ship, and said Rutland put on board the
said ship a sorted cargo fit for the West India Market which was by the said Rutland
consigned to your Orator and the said Rutland committed the care and management of the said
Vessell and cargo to your Orator and agreed to allow your Orator a Commission of one hundred and
fifty pounds current Money of Maryland for disposing of said cargo and purchasing a cargo of West
India Goods to bring back in said ship and the said Rutland faithfully promised, to repay and
reimburse to your Orator all such sums of money as he should advance for or on Account of the said
Vessel and her cargo's aforesaid and that your Orator should be perfectly secured and indemnified
against such advances and charges and also that your Orator should be paid his Wages at the said Rate
aforesaid together with the Commission aforesaid and all Charges expences and engagements for or on
Account of said Vessell and Cargoes or for or on Account of said Thomas Rutland his trade and Merchandize
aforesaid and your Orator further sheweth that in consequence of the promises and engagements of said
Rutland as aforesaid your Orator undertook the Business aforesaid and went in and with the said
ship to the Island of Saint Eustatia and there sold the Cargo aforesaid and purchased a cargo of West
India Commodities to a considerable Amount and returned with the said Vessell and cargo of West India
Commodities to Annapolis aforesaid about the fifteenth of December in the year seventeen hundred and
eighty five aforesaid and there delivered all the said Cargo to the said Rutland except about five thousand
Bushels of Salt, Your Orator further sheweth that your Orator as Captain of the said Vessell and Agent for
the said Rutland advanced and disbursed a very considerable sum of money for and on account of
the said Ship and for the use of the said Rutland and also the said Rutland is indebted for wages to
your Orator and for his commissions to a very considerable Amount as will appear by the account
herewith filed your Orator further sheweth a Note of hand passed by a certain Rachel Stevens to your
Orator for one hundred and thirty nine pounds thirteen shillings and six pence current Money
was by your Orator left with the said Rutland who received the whole money due thereon, and
(your)