Your Orator further sheweth that sundry discounts and payments have been made by
said Rutland to your Orator which will appear in and by the Account aforesaid, and your
Orator further sheweth, that upon the whole transactions of your Orator as Captain of the said
Ship and Agent for the said Rutland as aforesaid after all credits allowed there remains due to your
Orator a Balance of four hundred and ninety five pounds four shillings and eight pence Sterling
Money as will appear by the Account herewith filed No 3 which he prays may be taken as part of this
Bill, out of which is to be deducted a small Account of about five or six pounds current money for
Articles had out of the Store of said Rutland and said John Petty at Annapolis, and also your Orator
is answerable in London aforesaid for and on Account of the said Ship to the Amount of four hundred
and ten pounds nineteen shillings and two pence Sterling money aforesaid, Your Orator further
sheweth that the said Thomas Rutland has Acknowledged the justice of your Orators Account and
subscribed his said Acknowledgement, and the said Rutland has frequently declared and confessed
that the said Ship and Salt were liable to be kept & retained by your Orator untill he was paid the
balance due him as aforesaid Your Orator further sheweth, that some time after he Arrived at the
port of Annapolis from the West Indies to wit on or about the day of in the year
seventeen hundred and eighty six your Orator has been informed and believes to be true that an
Arbitration was had between the said Petty on behalf of himself and his partner Yates and the said
Rutland respecting the claims of said Petty & Yates upon said Rutland for a debt due to them by him for
sundry Goods Shipped by said Petty and Yates to said Rutland and also respecting the mode of securing
the said claim to said Petty & Yates by said Rutland and in consequence of said Arbitration and to
secure the debt due to said Petty the said Rutland executed an Instrument of writing a Copy of which is
herewith filed No 4 and to which your Orator refers, and your Orator has further been informed and
believes to be true that it was meant intended and understood between said Rutland and said Petty that
all charges against the ships Assigned by said Rutland to Petty and all claims of your Orator and those in
his situation for engagements made and money advanced for or on Account of said Rutland
should be paid by said Petty and that the Articles Assigned or conveyed by Rutland to Petty as
aforesaid should stand charged and incumbered with the payment of the claims aforesaid and
your Orator has understood and believes it to be true that this was provided either by the Award
of the Arbitrators or a writing given by said Petty to said Rutland and your Orator further sheweth that
the said Rutland tho he has acknowledged the justice of your Orators claim yet he is totally unable to pay
the same being as your Orator has been informed insolvent and unable to pay his debts. Your Orator further
sheweth that he kept possession of the said Ship and the Salt aforesaid without any demand of said
Petty or Rutland or any suggestion that your Orator was to be deprived of the same untill about the
thirtieth day of March last when the said Petty demanded the possession of the said Ship and the
said Salt, upon which your Orator offered to deliver the same Ship and Salt to the order of the said
(Rutland)

Rutland upon the balance of your Orators Account being paid and an indemnification being given
against the claim upon your Orator for the Charges of the Ship in London as aforesaid and the
wages of the mariners then due being settled but the said Petty altogether refused to come to any just
settlement with your Orator, and your Orator then offered to the said Petty to submit his your
Orators Claim aforesaid to Arbitrators and abide by such determination as should be by such Arbi-
-trators be given and to deliver the said Ship and Salt in case any persons appointed to adjust the
dispute so determined but the said Petty Absolutely refused to come to any Amicable settlement with your
Orator or to submit their dispute to Arbitrators and insisted that your Orator should deliver up the
Ship and Salt aforesaid to him the said Petty, and your Orator further sheweth, that your Orator
being a passing man and it being very inconvenient for him to wait the issue of a litigation
and being desirous also not to injure the said Petty by delaying the Ship from sailing to any place
which might be agreable to said Petty and your Orator having received a letter from said Petty
dated the thirty first of March seventeen hundred and eighty six and herewith filed No 6
your Orator wrote a letter to the said Petty in answer to the same dated the third of April last
Copy of which is hereto Annexed No 5 and your Orator well hoped that the said Petty would have
Acceded to your Orators proposal but tho the said Petty mentions in his said letter that he would settle
your Orators Account against the Ship as soon as the Cargo was discharged yet when your Orator
conversed with the said Petty and was desirous of binding him to have a fair settlement it was
discovered by the said Petty's refusing the same that he meant only to deceive your Orator and get
possession of the Ship and Salt aforesaid without making your Orator any satisfactory indemnification
or settling your Orators Account aforesaid Justly and fairly your Orator further sheweth that the
said Petty still pursuing his unjust intentions towards your Orator and designing to compell
him to relinquish the greater part of his claim aforesaid by depriving him of the possession of the
said Vessell and Salt and leaving him without any security for or adequate remedy to recover his claim
aforesaid or any indemnification against the engagement made in London as aforesaid, and with
Intention to injure and oppress your Orator on or about the seventh day of April last Under Colour
of a writ of Replevin from Ann Arundell County Court as your Orator has been informed took
possession of the said Ship and about five thousand Bushels of Salt aforesaid then being in the said
Ship and both being in the possession of your Orator and altogether deprived your Orator of the possession
of the same, and as your Orator has been informed and believes to be true, the said Petty intends shortly to send
the said Ship out of this State to parts beyond the seas and to dispose of the said Salt and convert the
produce of the same to his own use altho the said Salt was not as your Orator has been informed and
believes Assigned or transferred by said Rutland to said Petty and altho the said Rutland as your
Orator believes never intended to do any thing to deprive your Orator of the said Vessell and Salt untill
your Orator was fully indemnified and paid, and altho the said Petty was informed of this and
well knew that the engagements and advances made by your Orator as aforesaid were made as Captain
of said Ship and as agent for said Rutland upon the faith & confidence that the said Ship and
any cargo on board for which advances was made were to be answerable to secure and reimburse your
Orator and your Orator further sheweth to your Honor, that he hath not perfect knowledge of all the
transactions between said Rutland and Petty respecting the Ship aforesaid, and her cargo or of
the trusts and Agreements made and created between said Petty & said Rutland but your
Orator has been informed and believes that the said Assignment was made by Rutland to Petty
(as)