(4)

as aforesaid upon trust that the said Petty should stand in the place of said Ruttland as to the persons employed by said Ruttland and to be responsible to them in the same manner that said Ruttland would have been if no assignment had been made and said Ruttland had continued solvent, and more especially your Orator is lead to believe this to be the case from a letter wrote to your Orator by said Petty dated the sixth day of February 1786 and herewith filed № 7 and which he prays may be taken as part of this his bill, and also from a letter from the said Ruttland to your Orator dated the 1st of April 1786 № 8 which is also herewith filed and made part of this bill, and your Orator further sheweth that, your Orator was lead to believe that the said Petty meant to deprive your Orator of his just claim against the Ship and salt aforesaid both by the said Pettys conversation with your Orator and by his objections in writing to your Orators claim contained in writing under the hand of the said Petty dated the 30th of March 1786 marked № 9 and herewith filed and made part of this Bill, and your Orator further sheweth that he has been informed and believes to be true that, the assignment made by said Ruttland to said Petty transfered property to a very large Amount, and that this would not have been made unless said Petty had undertaken to discharge the claims of persons having such property in their possession and having made engagements upon the security derived from having such property in their possession, and your Orator is more especially lead to this belief from a writing delivered to your Orator by said Ruttland as part either of the Award of the Arbitrators or the agreement between said Petty and Ruttland which is herewith filed and referred to and marked № 10, and now so it is may it please your honor that the said Petty having got possession of the said Ship, and the salt aforesaid, and combining and confederating with others to oppress defraud and injure your Orator, and the said Ruttland being altogether unable to pay or indemnify your Orator - your Orator is not only deprived of the money advanced by him as aforesaid but is also turned out of the command and possession of said Ship and is subject to be sued for the money due for repairs and charges of the said ship wherever hereturns to London aforesaid his place of Residence, all which actings and doings are contrary to equity and good conscience, and manifestly tend to injure oppress and ruin your Orator and for as much as your Orator hasno adequate Remedy in the premises save only in this honorable Court, to the end therefore that the said John Petty and Thomas Ruttland may upon their respective Corporal Oaths full and perfect answer make to all and singular the matters herein alledged and that as particularly as if the same were here again repeated and interrogated and more especially that the said Petty and Ruttland may discover the terms trusts & agreements upon which the said assignment was made and also may discover the terms and articles of the award given between said Petty and Ruttland and that all agreements respecting the premises made in writing together with the said award and every part thereof be discovered and brought into this Court and that the said Petty and Ruttland may confess or deny the writings here with filed and referred to, May it please your Honor to grant to your Orator Subpenas to the said John Petty and Thomas Ruttland of Ann Arundel County to be directed commanding them to be and appear before this honorable Court, at a certain time and under a certain penalty, therein to be specified, and to abide by such order and decree as shall be made in the premises and may it please your honor, to grant to your Orator a writ of Injunction to the said John Petty and the said Thomas Ruttland to be directed commanding them not to dispose of the said Ship or remove the same from the harbour of Annapolis nor to dispose of the said Salt, untill the further order of this Court, and also to stay and surcease all suits and prosecutions of suits at law against Your Orator for or on Account of said Ship and salt - and may it please your honor the premises considered to order and decree that the said Ship and the Salt aforesaid be by the said Petty restored to your Orator by him to be held untill his claims aforesaid is satisfied and untill he is indemnified against the engagements by him entered into in London as aforesaid, and that the said Petty and the said Ruttland may be compelled to pay and indemnify your Orator in such manner as this Court shall direct and that your Orator may have such other relief and remedy in the premises as are suited to his case and are agreable to equity and good conscience and as the said Petty is a British merchant and will probably remove from this State shortly to parts beyond the seas and carry with him his property and also the said Ship and the produce of the said Salt unless prevented by this honorable Court which will greatly injure your Orator by depriving him of the security for his claims aforesaid, May it please your honor to grant to your Orator a Writ of Injunction in the usual form against the said John Petty, and your Orator will pray &c so forth

J. Stone for Compt

On the 13th day of May 1786 came before me the within named Andrew Bryson and made oath upon the holy Evangels that the facts and Allegations contained in the Bill above are true to the best of his knowledge and belief -

Allen Quynn

London May 22d 1784

№ 1

Memorandum of Agreement between Thomas Ruttland Merchant of Annapolis in Maryland, and Andrew Bryson Captain of the Ship Whitby now on her voyage to Maryland in America, that the said Thomas Ruttland is to pay or allow to Andrew Bryson for his voyage to and from america six pounds Sterling p Month with the accustomed primage and Average and such other priviledges as are allowed to Captains from the port of London to Maryland in America provided he acts agreable to the orders which he has received from the said Thomas Rutland owner of the Ship Whitby

Thomas Ruttland
Andrew Bryson

Test.
Nathan Levy