the year seventeen hundred and eighty four, of and from Messrs Abel and Macaulay of London
and to pay for the said Ship he drew bills of exchange on this defendant and his partner Joseph
Yates, and as a security to the said Yates & Petty he executed, on the twenty sixth day of May
in the year seventeen hundred and eighty four in due form of law a bill of sale for the said
Ship, which was in the possession of Joseph Yates before mentioned, when this defendant
left England and which he hopes in a short time to produce to this honorable Court by which
said bill of sale the said Ship was conveyed absolutely and unconditionally to this defendant
and his partner that this defendant and his said partner executed and delivered to the said
Thomas Rutland an Instrument of writing whereby they engaged to cancel the bill of sale
aforesaid provided the said Thomas Rutland should make remittances to them the said Yates and
Petty to the amount of the said Ship on or before the twenty fifth day of April then next following
, which the said Thomas Rutland did not do, and the said Ship thereupon became the absolute
property of this defendant and his partner, and of all these transactions the aforesaid Andrew Bryson
the complainant was informed by this defendant and his partner — this defendant further
answering saith that the said Ship Pitty being at the time she was purchased as aforesaid by the
aforesaid Thomas Rutland, a British bottom, and her owners this defendant and his partner being
British subjects at the time she became their property in the manner before mentioned, they conceived
themselves entitled to a new British Register and also to a Mediterranean pass, and therefore applied
for such Register to the Commissioners of the Customs, where the aforesaid Andrew Bryson the complai=
=nant attended as Captain of said Vessel and well knowing the premises, made oath that the
said Ship Pitty was the entire property of this defendant and his partner, the aforesaid Joseph
Yates and that no foreigner had any right or Interest in her, and that the old Register was Mislaid
or lost, this defendant and his partner, then applied to the admiralty office for a Mediterranean
pass for said Vessell, when the said Andrew Bryson the complainant also attended as Captain of
said Vessell, and again made oath that ~~that~~ the said Vessell was the property of this defendant and
his partner the aforesaid Joseph Yates, and that no foreigner had any right in her, which said
British Register and Mediterranean pass the said Andrew Bryson the complainant hath
long unjustly detained and with held and still unjustly detains and with holds from this
defendant to the great Injury & risque of himself and his partner and which if produced and
laid before this honorable Court will fully evince that the said Ship was the property of this
defendant and his partner at the time before mentioned, and which the said Andrew Bryson
well knew and still knows — this defendant further answering saith that being thus in
possession of the said Ship Pitty, he and his partner Joseph Yates settled accounts with the
said Andrew Bryson the complainant, as Captain of said ship in which were contained all
charges and disbursements, as this defendant apprehended and believes which arose and were
made on former voyages from the aforesaid twenty second day of May in the year seventeen
hundred and eighty four being the day on which the agreement aforesaid was made between
the aforesaid Thomas Rutland and the said Andrew Bryson the Complainant, that upon said
settlement there appeared to be due to said Andrew Bryson no more than the sum of ten pounds
ten shillings and ten pence sterling or thereabouts, to the best of this defendants knowledge
(and)

and recollection, exclusive of a charge which said Bryson hath made for Cabin Stores which this
defendant and his partner deemed to be unjust, but left to be settled by the aforesaid Thomas
Rutland, the said accounts contained other charges which this defendant and his partner
did not think reasonable, but exorbitant; yet from the complaints of the said Andrew Bryson
they made him a compliment of twenty pounds Sterling this defendant and his partner
at the same time agreed with said Andrew Bryson to sail as Captain of said Ship and
the said Andrew Bryson agreed with them as owners of said Ship to sail as their
Captain, and this defendant and his partner agreed to allow to the said Andrew Bryson
such wages and previledges as other Captains in the like service customarily were allowed
and the said Bryson sailed accordingly under their direction & not for and on Account of the aforesaid
Thomas Rutland as the said Andrew Bryson in his bill of complaint aforesaid hath untruly
alleged — this Defendant further answering saith that he denies that the said Andrew
Bryson while the said Ship lay in the River Thames as in his said Bill of Complaint is
untruly alleged, became liable or chargeable to sundry persons & tradesmen for articles furnished
the said Ship, and for work done in and about the same, for the use of the said Rutland to the
amount of the said sum of four hundred and ten pounds nineteen shillings and two pence
Sterling, all the tradesmen then employed, being employed, by this defendant and his partner
aforesaid, who have accepted, and paid, as this defendant believes the greater part, if not the whole
of the amount of the Bills for said work done in and about the said Ship Pitty and for articles furnished for
her, that the account herein before mentioned and settled as aforesaid by this defendant & his
partner as Owners of the Ship Pitty with the aforesaid Andrew Bryson upon which the Balance
was ten pounds ten shillings and ten pence Sterling or thereabouts as before alleged was signed by this
defendant at the particular request of the said Andrew Bryson, and this defendant has reason to
believe that the said account is now in the possession of said Bryson, but which he unjustly refuses
to produce — this Defendant further answering saith that he admits that the said Andrew Bryson
sailed on a voyage in said Ship to the West indies under the direction of Thomas Rutland herein before
mentioned but he denies that the said Rutland could make any promises & engagements whereby he
could subject the said Vessel for the performance of such promises and engagements, she being the
property of this defendant, and his partner, Joseph Yates, and which was well known to and by the
said Thomas Rutland and the aforesaid Andrew Bryson, who had twice made oath to that effect
nor can this Defendant admit nor does he believe that the said Thomas Rutland or Andrew Bryson
intended or expected that the said Ship or the salt on board should be detained or kept as a security for
what was due for wages to the said Andrew Bryson, much less for Monies he had lent or advanced
to said Rutland on the credit of him the said Thomas Rutland at any time whatsoever, and this
Defendant believes that the Charge of one hundred and fifty pounds Commission for the West India
voyage cannot yet be made with justice or propriety, as the business of the said voyage is yet unfinished
and this defendant believes that upon a just and fair settlement with the said Andrew Bryson
there will be but a small sum due to him from this defendant and his partner to whom the said
Andrew Bryson is considerably indebted for wines purchased by him — this defendant
further answering saith, that the said Thomas Rutland being indebted to this defendant and his
partner in the sum of twenty four thousand pounds Sterling and upwards for sundry goods wares
& merchandizes shipped by them to the said Thomas Rutland at Annapolis & for monies paid and
advanced to and for his use, and for and on his Account at his Instance request, and in consi=
=deration of his repeated and confidant assurances of making them ample and satisfactory
(remittances)