And the said cause standing in court until the fourth day of August 1796 Thomas Rutland one of the defendants to the aforegoing Bill of Complaint Exhibits into Court his Answer which answer follows in these words vizt — The Answer of Thomas Rutland to the Bill of complaint of Andrew Bryson this Defendant saith that he admits it to be true that he employed the Complaiant as Captain of the Ship Kitty upon the terms mentioned in the Bill of complaint and signed and made the agreement stated by the Complainant and this defendant admits it to be true that the said Complainant in consequence of said agreement took possession of said Ship and agreed with mariners and officers for the Ship took in a cargo Sailed for Annapolis in Maryland and there landed said cargo as alledged that the said Complainant while the Ship lay in the river Thames in Brittain made sundry disbursements to the amount alledged as this defendant believes and that this defendant settled with said Complainant for said disbursments payments and discounts and upon the settlement passed his note to the Complainant for fifty nine pounds nine=teen shillings and nine pence Sterling money as alledged and agreed that if complainant designed said note to Mrs Maflin that he this defendant would pay it and this Defendant admits that he never hath paid said note, this defendant admits it to be true that in November the year seventeen hundred and eighty four he this Defendant agreed with the Complainant to continue Captain of said Ship upon the terms as alledged and also this defendant promised to said Complainant to repay him all reasonable disbursments made by him on account of said Ship and also to repay and fully indemnify the said Complainant for all just and reasonable engagements made and entered into by the said Complainant for or on account of this defendant in all matters respecting the said Ship and the trade and commerce of this defendant This Defendant admits that he afterwards loaded the said Ship with Tobacco and sent her to London consigned to Yeates & Petty as alledged this defendant has been informed and he believes that the Ship and cargo was sent to the river Texell in Holland and returned to London as alledged this defendant being informed by letters from said Yeates & Petty and having also received Accounts of sales of Tobacco from Holland this defendant has no certain knowledge of the advances made by the complainant to the amount of Ninety one pounds two shillings and seven pence Sterling while the said Ship lay in the Thames but thinks it probable from the Complainants accounts and the Articles charged and the course of business of this nature that the advances were made by complainant nor does this defendant certainly know whether the said complainant became liable to tradesmen and others to the amount of four hundred and ten pounds Nineteen shillings and two pence Sterling as alledged but this defendant saith that the Bills of particulars to the amount aforesaid as this defendant believes, were upon the Arrival of the complainant in Maryland delivered to this defendant by the complainant and were by this defendant left in the Store when this defendant made an assignment to Yeates & Petty as alledged and stated in the complainants bill and this defendant supposes they are in possession of said Petty. This defendant admits that he has never paid said bills but believes Yeates & Petty has charged some of them to him as paid by them: but whether they have paid them or any part of them this defendant does not know. This Defendant admits that the complainant having sailed from London in May seventeen hundred and eighty five arrived with the said Ship and her cargo at Annapolis in July following and delivered the cargo agreable to orders and this defendant admits it to be true and saith that in August

in the year last aforesaid he engaged the complainant to go a voyage in said Ship to the West Indies as alledged by the bill aforesaid and that this defendant put on board said Ship a sorted cargo for the West Indies market and consigned said Ship to complainant as alledged and this defendant committed the said Ship and cargo to the management of said complainant as his agent and agreed to allow the complainant the commission alledged and promised to repay and reimburse to complainant all sums of money as he the complainant should reasonably and justly advance for and on account of said vessell and cargo and that the complainant should be secured and indemnified against such advances and charges and any engage=ments justly and reasonably made for and on account of this defendant and that the complainant should be paid his wages and commission aforesaid and all reasonable charges and expences and engagements for and on account of said Ship and cargo and for and on account of this dependant and his trade and merchandize - This defendant admits that complainant went with the Ship and cargo to the West Indies and sold the greater part of the cargo - and returned with a cargo as alledged and delivered the rum, Sugar, coffee and other Articles brought from the West Indies to this defendant and that the Salt brought from the West Indies by the complainant about five thousand Bushels was retained on board said ship by the complain=ant. This Defendant admits the disbursements and Charges made by the complainant as alledged to be just with the exception of fifty pounds as noted to the Account of said complainant by this defendant that this defendant has examined the Complainants accounts and allows them to be right with the exception aforesaid according to the best information this defendant has - This Defendant admits that he received Vachell Stevens note as alledged and received thereon part of the money and did not return said note to complainant but where it is he cannot say this Defendant further saith that he always considered the ship and salt aforesaid liable to be retained and held by complainant until his claim aforesaid was satisfied and this defendant should not have deprived the complainant of either if the assignment to Yeates & Petty had not taken place without fully indemnifying the said complainant for his advances and Engagements for this defendant. This defendant further answering saith that an Arbitration took place between him and said Petty on behalf of himself and partner Yeates as by the bill is alledged and this defendant made assignment as alledged and this defendant saith that he understood when the said assignment was made that all claims against the Ships assigned by him to Yeates & Petty and the just claims of the complainant and those in his situation for engagements made and money — advanced for or on account of this defendant respecting his Ships, trade and commerce should be paid and satisfied by Yeates & Petty and that the property transferred by this defendant by the assign=ment aforesaid was to stand charged and liable to pay the said claims and this defendant understood and believes the said Petty received the transfer upon these terms and with this understanding this defendant admits that the complainant had possession of said Ship and salt at the time the assign=ment was made as aforesaid and some time afterwards but knows nothing of the letters and transactions between said said Petty and the Complainants This defendant saith that he understood & believes it was the Idea of said Petty when the assignment was made as aforesaid that the said Petty was in every respect to stand in the place of this defendant as to paying and discharging the just claims of Captains and Factors of this defendant for money advanced or Engagements made for this defendant by such Captains and Factors relative to the trade and commerce of this defen=dant and this defendant never intended nor did he suppose when the said assignment was made that any Objection would be made by said Petty to paying the just demands of the Captains