

Liber P C in repairing the said Shipp, and the Defend.<sup>t</sup> att the Comp.<sup>lts</sup> instance & request of the Comp.<sup>lt</sup> did Sell of the Goods out of the said Shipp to the Value of about One hundred & fifty pounds sterling which he paid to the Comp.<sup>lt</sup> & his Order for repairing & fitting the said Shipp which was agreed to be in part of the hire of the said Shipp And the Defend<sup>t</sup> said that one of the Bills of Ladeing in the Bill mençoned given att Barbados was for the proper Goods of the Defend.<sup>t</sup> Leach Shipped att London & marked with this Defend.<sup>ts</sup> proper marke, & the other for the proper Goods of the Defend.<sup>t</sup> ffulford And that on or about the third day of May One Thousand six hundred Seaventy six the said Shipp did Arrive in this Province of Maryland, & that soone after some part of the Goods of the other Defend.<sup>t</sup> ffulford was by the Order of this Defend.<sup>t</sup> delivered out of the said Shipp by part of the said Goods to the Value of One Thousand pounds sterling were left in the said Shipp although the Defend.<sup>t</sup> as ffactor & Assignee of the said ffulford Ordered the Comp.<sup>lt</sup> to deliever them & to Sayle with the said Shipp for the Port of London, yet the Comp.<sup>lt</sup> refuses to doe the same contrary to the said Charter party And the Def.<sup>t</sup> further said, that by the said Charter party there was not att the Shipps Arrivall in this Province nor att this tyme any thing to be paid for the hire of the said Shipp according to the said Charterpty without a Certificate or other true notice att London of the said Shipps Arrivall here, and if due & payable itt was not intended to be paid in this Province but in England where money may be had for the doeing thereof And he further said he knew not of any Statute of Bankrupt Sued out or intended to be Sued out ag<sup>st</sup> the other Defend.<sup>t</sup> ffulford as was suggested in the Bill nor had he any Letters to that purpose but said that he had received letters that the said ffulford was ready to pay the just hire of the said Shipp & what was otherwise due, the Comp.<sup>lt</sup> fullfilling the said Charter party And the Defend.<sup>t</sup> further said that when he Ordered the Comp.<sup>lt</sup> to Sayle for London he Offered the Seamen security for their Wages here if itt were not paid att their arrivall in London And the Defend.<sup>t</sup> denied that by Letters he was privy or Acquainted with the said ffulfords Condiçon as in the Bill, & denied Combi-naçon with him, & he humbly conceived that he was not compellable either in Lawe or Equity to secure the hire of the said Shipp itt being payable in England & not yet there demãded & denied, and alsoe the Seamens Wages And the Defend.<sup>t</sup> further said that he had paid all Port Dutyes for the said Ship of him hitherto demanded, and that the said Shipp was Victualled in England by Order of the said ffulford, And the Comp.<sup>lt</sup> noe wayes Engaged for the same as this Defend.<sup>t</sup> was informed And the Defend.<sup>t</sup> humbly conceived that noe part of the said Goods belonging to the said ffulford ought to be detained by the Comp.<sup>lt</sup> without itt had appeared the Said ffulford had broke the Charter party And that the Defend.<sup>t</sup> ought