

Of the Master & Seamen That being at the Barbados & the Comp<sup>t</sup>  
 were knowing the Defend<sup>t</sup> to be the Factor & Assignee of the other  
 Defend<sup>t</sup> Hullford, and that the Goods in the said Shipp were Consigned  
 to the Defend<sup>t</sup> Leach, and that the Comp<sup>t</sup> was to observe his Orders  
 & Directions touching the Goods in the said Shipp & also for the  
 Stay or returne of the said Shipp according to Charterparty, he the  
 Comp<sup>t</sup> did apply himselfe to the said Leach for his assistance in  
 repairing the said Shipp, and the Defend<sup>t</sup> at the Comp<sup>t</sup> instance  
 & request of the Comp<sup>t</sup> did See 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>t</sup> & the 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 Lading in the Bill mentioned given at  
 Barbados was for the proper Goods of the Defend<sup>t</sup> Leach Shipped  
 at London & marked with the Defend<sup>t</sup> proper mark, & the other  
 for the proper Goods of the Defend<sup>t</sup> Hullford And that on or about  
 the third day of May One Thousand six hundred Seventy six the  
 said Shipp did arrive in this Province of Maryland, & that soon  
 after some part of the Goods of the other Defend<sup>t</sup> Hullford 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 Factor & Assignee  
 of the said Hullford ordered the Comp<sup>t</sup> to deliver them & to sayle  
 with the said Shipp for the Port of London, yet the Comp<sup>t</sup> refused  
 to doe the same contrary to the said Charterparty And the Def<sup>t</sup>  
 further said, that by the said Charterparty there was not at the  
 Shipp's arrivall in this Province nor at this tyme any thing to  
 be paid for the hire of the said Shipp according to the said Charterparty  
 without a Certificate or other true notice at London of the said  
 Shipp's 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 doing 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> Hullford as was suggested in the Bill, nor had  
 he any Letters to that purpose, but said that he had received Letters  
 that the said Hullford was ready to pay the just hire of the said  
 Shipp & what was otherwise due, the Comp<sup>t</sup> fulfilling the said  
 Charterparty And the Defend<sup>t</sup> further said, that when he  
 ordered the Comp<sup>t</sup> to sayle for London he offered the Seamen  
 security for their wages here if itt were not paid at their arrivall  
 in London And the Defend<sup>t</sup> denyed that by Letters he was privy  
 or acquainted with the said Hullford's Condition as in the Bill, &  
 denyed combination 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  
 demanded & denyed, and also the Seamen's wages And the  
 Defend<sup>t</sup> further said that he had paid a Port Dute for the  
 said Ship of him hitherto demanded, and that the said Shipp  
 was Victualled in England by Order of the said Hullford, and

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