

## National Archives of the United Kingdom

### Pleadings and Answers, Falcon v. Danson, Suit in Chancery

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*Revised 28 mar 2012.*

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Amended by order dated 14<sup>th</sup> November 1823.

14 February 1822.

To the right Honorable John Earl of Eldon Lord High Chancellor of Great Britain, Humbly complaining, Shew unto your Lordship your Orators and Oratrices Michael Falcon of Workington in the County of Cumberland Ship Builder, John Steel of the same place Mariner, David Fletcher of the same place Ropemaker, Dorothy Falcon of Esk Meals in the County aforesaid Widow, Allison Crosthwaite of Workington aforesaid Merchant, Matthew Russell of the same place Sail Maker, William Hetherington of Branthwaite Hall in the County aforesaid Land Surveyor, and John Hetherington of the same place Gentleman, Christopher Hurd of Workington aforesaid Gentleman, John Peat of Seaton in the County aforesaid Gentleman, James Brown of Workington aforesaid Gentleman, John Christian Curwen of Workington aforesaid Esquire, Sarah Wylde of Workington aforesaid Widow, Robert Fletcher of the same place Gentleman, Mary McMillan of the same place Widow, Joseph Pearson of Workington aforesaid Clerk, Martha Moordaff of the same place Widow, Isabella Falcon of Workington aforesaid Widow, and John Wilson of Workington aforesaid Gentleman, That in or about the year One thousand Eight hundred and Nine Your Orators and Oratrix David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, together with John Danson, Thomas Falcon of Esk Meals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, and William McMillan, all of whom are since dead, built at their joint expense and became and were the joint owners and proprietors of a Ship or Vessel called the Frances, whereof William Danson the Son of the said John Danson was then Master, and that your Orators and Oratrix David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, and the said Thomas Falcon of Esk Meals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, William McMillan, and the said John Danson were interested in and entitled to the said Ship or Vessel and the earnings and profits to be thereby made in the Shares and proportions following, that is to say, The said John Danson deceased was interested in and intitled to Seven Thirty second parts or shares thereof, your Orator David Fletcher was interested in and intitled to Five thirty second parts or shares thereof, your Orator Michael Falcon was interested in and intitled to Four thirty Second parts thereof, your Orator John Christian Curwen was interested in and intitled to one thirty second part thereof, the said Thomas Falcon of Esk Meals deceased was

interested in and intitled to one thirty second part thereof, your Orator Allison Crosthwaite was interested in and intitled to one thirty second part thereof, the said Thomas Falcon of Workington deceased was interested in an intitled to one thirty second part or share thereof, the said Margaret Falcon deceased was interested in and intitled to one thirty second part thereof, the said Timothy Moordaff deceased was interested in and intitled to one thirty second part thereof, the said Abraham Sibson deceased was interested in and intitled to one thirty second part thereof, the said John Hetherington deceased was interested in and intitled to one thirty second part thereof, your Orator John Wilson was interested in and intitled to one thirty second part thereof, the said William McMillan deceased was interested in and intitled to one thirty second part, your Oratrix Sarah Wylde was interested in and intitled to one thirty second part thereof, your Orator Robert Fletcher was interested in and intitled to one thirty second part thereof, your Orator Matthew Russell was interested in and intitled to one thirty second part thereof, your Orator Christopher Hurd was interested in and intitled to one thirty second part thereof, your Orator James Brown was interested in and intitled to one thirty second part thereof, and your Orator John Peat was interested in and intitled to one thirty second part thereof, and your Orators and Oratrices further shew unto your Lordship, that the said John Danson was appointed the Ships Husband of the said Ship or Vessel called the Frances, and that he was by the other owners of the said Ship or Vessel entrusted with the management of all the concerns and business relating to the said Vessel and the employment thereof, and that he received and paid divers sums of Money on account thereof and kept all the Books and accounts relating thereto, and that from and after the said Year one thousand Eight hundred and Nine up to the time of the death of the said John Danson, the said Ship or Vessel made divers voyages to various parts of the world, and that during such period very considerable earnings and profits were derived from the employment of the said Vessel in such Voyages, and that all such earnings and profits were received by the said John Danson, who from time to time paid some Sums of Money on account thereof to the other owners of the said Ship or Vessel, but that at the time of the death of the said John Danson, a considerable balance or sum of Money on account of such earnings and profits was due and owing from him to the other Owners of the said Ship or Vessel, and your Orators and Oratrices further shew unto your Lordship, That in or about the Month of May One thousand Eight hundred and Fourteen, the said John Danson departed this life, having first duly made and published his last Will and Testament without date whereof he appointed his Wife Frances Danson and his Son William Danson, the Defendants hereto, Executor and Executrix, and that since the death of the said John Danson, the said Frances Danson alone hath duly proved the said Will of the said John Danson in the proper ecclesiastical Court and hath thereby become and now is his legal personal representative, but power is reserved to the said William Danson to prove the said Will if he shall think proper, and the said Frances Danson and William Danson possessed themselves of and received the personal Estate and Effects of the said John Danson to a very large amount, and much more than sufficient to pay and satisfy his funeral and Testamentary expences and debts, including in such debts the said balance or Sum so owing to your Orators and Oratrices as aforesaid, and that the said Frances Danson and William Danson have in fact long since duly paid and satisfied all and every the said Testators funeral and Testamentary expences and all his debts except the said debt so due to your Orators and Oratrices, and your Orators and Oratrices further shew unto your Lordship that upon the death of the said Testator, the said Frances Danson and William Danson as representing him or as legatees under his Will became intitled to his Seven thirty second shares of the said Vessel and the earnings thereof, and that sometime since the said Thomas Falcon of Esk Meals died intestate, and that your Oratrix Dorothy Falcon obtained Letters of

Administration of his personal estate and effects to be granted to her by and out of the proper ecclesiastical Court, and thereby became his legal personal representative, and as such intitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that sometime since the said Thomas Falcon of Workington died, having first made his last Will, whereof he appointed your Oratrix Isabella Falcon Executrix, and that your Oratrix Isabella Falcon duly proved such Will in the proper ecclesiastical Court and thereby became the legal personal representative of the said Thomas Falcon of Workington, and as such intitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that sometime since the said Margaret Falcon died, having first made her Will, whereof she appointed your Orators Michael Falcon and John Steel Executors, and that your Orators Michael Falcon and John Steel duly proved her said Will in the proper ecclesiastical Court and thereby became her legal personal representatives, and as such intitled to her one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that the said Timothy Moordaff sometime since died, having first made his Will, whereof he appointed your Orators and Oratrix Martha Moordaff, John Peat, and Joseph Pearson Executrix and Executors, and that your Oratrix and Orators Martha Moordaff, John Peat, and Joseph Pearson duly proved such Will in the proper ecclesiastical Court and thereby became the legal personal representatives of the said Timothy Moordaff, and as such intitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that sometime since said Abraham Sibson died intestate and that Jane Sibson obtained letters of Administration of his personal estate and effects to be granted to her by and out of the proper ecclesiastical Court and thereby became his legal personal representative and as such intitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that the said ~~John Hetherington~~ Jane Sibson afterwards sold and transferred the said last mentioned 1 32<sup>nd</sup> share of the said Ship or Vessel and all the earnings or profits thereof to Mary Danson, who is now entitled thereto, and that the said John Hetherington sometime since died, having first made his Will, whereof he appointed your Orators William Hetherington and John Hetherington Executors, and that your Orators William Hetherington and John Hetherington duly proved such Will in the proper ecclesiastical Court, and thereby became the legal personal representatives of the said John Hetherington deceased, and as such intitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that sometime since the said William McMillan died, having first made his Will, whereof he appointed your Oratrix Mary McMillan Executrix, and that your Oratrix Mary McMillan duly proved such Will in the proper ecclesiastical Court and thereby became his legal personal representative, and as such intitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that from and after the several and respective times where the said several and respective changes too place in the Ownership of the said Ship or Vessel and the earnings and profits thereof up to the Month of April One thousand Eight hundred and Twenty one, your Orators and Oratrices and the said Frances Danson, William Danson, and Mary Danson ~~Jane Sibson~~ continued to be and were the joint Owners and proprietors of the said Ship or Vessel and intitled to the earnings and profits thereof in the Shares and properties following, that is to say, your Orators and Oratrix David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat continued to be and were intitled to their aforesaid several and respective Original Shares thereof, The said Frances Danson and William Danson or one of them as representing the said John Danson continued to be and were or was intitled to his Seven Thirty

second parts or shares thereof, your Oratrices Dorothy Falcon and Isabella Falcon as representing the said Thomas Falcon of Esk Meals and Thomas Falcon of Workington respectively were each of them intitled to one Thirty Second part thereof, your ~~Oratrix~~ and Orators Michael Falcon and John Steel as representing the said Margaret Falcon were intitled to one thirty second part thereof, your Oratrix and Orators Martha Moordaff, John Peat and Joseph Pearson as representing the said Timothy Moordaff were intitled to one thirty second part thereof, the said Mary Danson as Purchaser from the said Jane Sibson ~~representing~~ who represented the said Abraham Sibson was intitled to one thirty second part thereof, your Orators John Hetherington and William Hetherington as representing the said John Hetherington deceased were intitled to one thirty second part thereof, and your Oratrix Mary McMillan as representing the said ~~Mary~~ William McMillan was intitled to one thirty second part thereof, And your Orators and Oratrices further shew unto your Lordship that upon or soon after the death of the said John Danson, the said Frances Danson with the consent of the other Owners of the said Vessel possessed herself of all and every the Books, Papers, documents and Writings relating to the said Ship or Vessel and took upon herself the Management of the concerns thereof and received the proceeds, earnings, and profits arising from the employment of the said Ship or Vessel and she thereout made the necessary payments and disbursements and she kept all the accounts relating to the said Ship and the employment thereof, and in keeping such accounts she continued the same from the foot of the accounts which had been kept by the said John Danson in his lifetime, and she acted and continued to act in all respects as Ships husband from the time of the death of the said John Danson until the month of April One thousand Eight hundred and Twenty one, when the said Frances Danson, who from time to time made some payments on account thereof to the other owners of the said Ship or Vessel, but that your Orators and Oratrices never received the whole of what was justly due and owing to them in respect of their several and respective ~~debt~~ shares of the said Ship or Vessel, and that in the Month of April One thousand Eight hundred and Twenty one, the said Frances Danson was considerably indebted to your Orators and Oratrices in respect of their said Shares, And your Orators and Oratrices further shew unto your Lordship that in or about the month of April One Thousand Eight Hundred and Twenty One, the said Ship or Vessel was sold and the Twenty Four Thirty Second parts of the money arising from the sale thereof were paid to your Orators and Oratrices as part owners of the said Vessel according to their several and respective Shares and interested therein, and one Thirty second part thereof was paid to the said Jane Sibson or to the said Mary Danson as Purchaser from here, and the remaining Seven Thirty Second parts were retained by the said Frances Danson as legal personal representative of the said John Danson, But that at the time of ~~the~~ such sale and payment, no settlement was made of the accounts of the said John Danson and Frances Danson in relation to their respective receipts and payments on account of the said Ship, And your Orators and Oratrices further shew unto your Lordship that in or about the ~~said~~ Month of ~~April~~ January or February One thousand Eight hundred and Twenty one, the said Frances Danson stated and rendered an account of her receipts and payments in respect of the said Ship, whereby it appeared that the sum of Seventy Four pounds Nineteen Shillings and Seven pence Farthing and no more was then due from her to the owners of the said Ship, and that your Orators and Oratrices were dissatisfied with such statement of account, and also with the amounts of the said Ship and of the earnings and profits thereof which had been kept and stated by the said John Danson, And that soon afterwards the said Frances Danson at the request of your Orators and Oratrices delivered ~~all~~ the Books of accounts ~~documents and writings~~ relating to the said Ship or Vessel and the voyages thereby made since the year One thousand Eight hundred and Nine to

your Orator Allison Crosthwaite on behalf of your Orators and Oratrices in order that the accounts relating to the said Vessel and the voyages thereof might be duly investigated and any errors therein rectified, and that your Orator Allison Crosthwaite having received such books of accounts ~~documents and writings~~ from the said Frances Danson, on the behalf of your Orators and Oratrices, delivered the same to Thomas Harrison, an accountant, and directed him to investigate the same and state the Errors if any there were in the said accounts, And that the said Thomas Harrison since afterwards informed your Orators and Oratrices that he was in want of further information respecting the same, and that thereupon your Orators Allison Crosthwaite and Matthew Russell called on the said Frances Danson and asked her if she had in her possession or power any papers or documents which would afford explanation respecting the accounts of the said Ship, And that upon such enquiry being made, the said Frances Danson produced two paper bags full of papers and writings, all of which related to the accounts of the said Ship which she declared were all the Papers and writings she had belonging to the said Ship or Vessel, and she delivered such papers and writings to your Orators Allison Crosthwaite and Matthew Russell or one of them in order that the same might be used in the investigation and examination of the said accounts, and that your Orators Allison Crosthwaite and Matthew Russell delivered the same to the said Thomas Harrison who accordingly investigated the said Books, Accounts, documents, and writings, And that upon such investigation he discovered as the fact is that in the accounts relating to the said Ship or Vessel and the voyages thereof which had been Kept by the said John Danson during his life and after his death by the said Frances Danson there were numerous errors, overcharges, double charges, and omissions to the prejudice of the owners of the said Ship or Vessel, And that the said Thomas Harrison made a true and correct statement of all such of the said errors as he then discovered or was able to ascertain, And that by such statement it appeared as the fact is that the errors, overcharges, double charges, and omissions in the said accounts to the prejudice of the owners of the said Vessel which had then been ascertained amounted to the sum of Eight hundred and Seventy Nine pounds Five shillings and Three pence Three Farthings at the least, and your Orators and Oratrices further shew that such statement of errors was by or on the behalf of your Orators and Oratrices ~~declared~~ communicated to the said Frances Danson ~~who expressed herself to be dissatisfied therewith, and she soon afterwards delivered the whole of the said Books, Accounts, documents, and writings together with the said Statement of errors so made by the said Thomas Harrison~~ and to William Danson, and that the said William Danson then acknowledged and admitted that the several Errors mentioned in the said Statement were therein correctly stated, and he promised to pay the Amount thereof, but the said Frances Danson expressed herself to be dissatisfied with the said Statement of Errors, whereupon your Orators and Oratrices proposed that she should procure some Accountant to examine the said Accounts on her behalf, and that soon afterwards the said Frances Danson or John Foster her son-in-law at her request, with her authority, and on her behalf employed George Irven an accountant to investigate and examine the said books, accounts, documents, and writings on her behalf, and to compare the same with the said Statement of Errors made as aforesaid by the said Thomas Harrison, and that the said books, documents, accounts, and writings together with the said Statement of Errors were accordingly delivered to the said George Irven, and that the said George Irven did accordingly investigate the said books, accounts, documents, and writings on the behalf of the said Frances Danson, and he thereupon discovered and admitted as the fact is that the said accounts contained divers errors, omissions, overcharges, and double-charges to the prejudice of the Owners of the said Vessel to the amount in the whole of the sum of Eight hundred and Seventy pounds Five Shillings and Ten

pence, being only Eight pounds Nineteen Shillings and Five pence Three Farthings less than the amount of Errors stated by the said Thomas Harrison, and that some discussion afterwards took place between the said Thomas Harrison and George Irven respecting their aforesaid investigations of the said amounts, and that upon such discussion it was agreed and admitted by and between the said Thomas Harrison and George Irven and the fact is that the said statement of Errors so made out by the said Thomas Harrison was correct so far as the same extended, ~~And your Orators and Oratrices further shew unto your Lordship that the said Jane Sibson hath for some valuable consideration assigned all her share of the undivided earnings of the said Ship or Vessel to the said Frances Danson and hath absolutely released the said Frances Danson and William Danson from the claims and demands of the said accounts so kept as aforesaid by the said John Danson and Frances Danson or either of them,~~ And your Orators and Oratrices further shew that since the said Accounts were investigated as aforesaid by the said Thomas Harrison and George Irven, your Orators and Oratrices have discovered as the fact is that besides the said errors so discovered by them as aforesaid, there are in the said accounts divers other errors, omissions, overcharges, and double-charges to the prejudice of the owners of the said Vessel amounting in the whole to upwards of Two hundred pounds, And your Orators and Oratrices have caused a true statement of such further errors to be delivered to the said Frances Danson and have frequently by themselves and their Agents applied to the said Frances Danson and requested her to admit such statements of errors as aforesaid to be correct and thereupon to pay unto your Orators and Oratrices their just shares of the profits and earnings of the said Ship as appearing by the said accounts thereof kept by the said John Danson during his life and the said Frances Danson after his death, such accounts being duly corrected and rectified by the such Statements of errors or otherwise to come to fair and just account of all and every the receipts and payments of the said John Danson during his life and of her the said Frances Danson since his death for and on account of the said vessel and the employment thereof, and thereupon to pay unto your Orators and Oratrices their just shares of the earnings and profits of the said Vessel and either to admit assets of the said John Danson possessed by her sufficient to answer what was due from him at the time of his death, or otherwise to account for the personal Estate of the said John Danson possessed by her and her application thereof, And your Orators and Oratrices well hoped that such their reasonable requests would have been complied with as in justice and equity they ought to have been, But now so it is may it please your Lordship that the said Frances Danson combining and confederating with the said William Danson and acting in concert with the said Mary Danson who hath declined to Join with your Orators and Oratrices in the prosecution of this Suit, and with divers other persons of present unknown to your Orators and Oratrices whose names when discovered your Orators and Oratrices pray they may be at liberty to insert herein with the proper and apt matter and words to charge them as Defendants hereto, and contriving how to wrong and injure your Orators and Oratrices in the premises, absolutely refuses to comply with such your Orators and Oratrices request, sometimes pretending that she had fully paid and satisfied all such sums of Money as are really due to your Orators and Oratrices for and in respect of their respective Shares of the earnings of the said Vessel, and though at other times she admits as your Orators and Oratrices expressly charge the contrary of such pretence to be true, but then she pretends that the accounts relating to the said Ship or Vessel have been from time to time settled by and between all of the owners of the said Vessel, and that memoranda of such settlements have been from time to time duly signed by all such owners, and particularly she alleges that on or about the Second day of September One thousand Eight hundred and Twelve, all the accounts relating to the management and employment of the

said Ship or vessel and the earnings thereof were duly examined by or on the behalf of all the owners, And that such accounts were then settled and the balance paid and a memorandum thereof signed, And that on or about the Twenty Sixth day of October One thousand Eight hundred and Fourteen another examination and settlement of such accounts was made and the balance paid and a memorandum thereof duly made and signed, and that other examinations and settlements of the said accounts were made and memoranda thereof were signed on the Ninth day of December One thousand Eight hundred and Fifteen, and some time in the year of One thousand Eight hundred and Eighteen, Whereas your Orators and Oratrices charge the contrary of such pretences to be true, And that although a memorandum was on or about the Second day of September one thousand Eight hundred and Twelve written in the Ships book and was in the words and figures following, that is to say, "Workington Sept. 2, 1812, Then examined the preceeding accounts and agreed to divide £ 672 leaving stock to account for £ 174 . 6 . 1 Received our proportions as under &c. " and such memorandum was signed by the owners of the said Vessel, and although another memorandum was on or about the Ninth day of December one thousand Eight hundred and Fifteen written in the Ships book and was in the words and figures following, that is to say, "Workington, Dec. 9, 1815, Then examined the preceding accounts and agreed to divide £ 1344 leaving stock to account £ 327 . 13 . 10 Received our proportions as under &c." and such memorandum was also signed by the owners of the said Vessel, Yet your Orators and Oratrices charge, That previous to the Signature of the said Memoranda or either of them, the accounts with all (?) there respectively called the preceeding accounts and which are the account relating to the management and employment of the said Ship or Vessel and the earnings thereof had never been in any way investigated or examined, and that the such memoranda were signed by the several owners of the said Vessel only as receipts of the sums of money thereby agreed to be divided, And as evidence that such accounts or any of them were not and were not considered to be settled accounts, Your Orators and Oratrices charge that after the said Vessel was sold as aforesaid and when it became necessary to wind up and settle all the accounts relating thereto, the said Defendant Frances Danson consented and agreed that the accounts of the management and employment of the said Vessel and of the earning thereof from the year One thousand Eight hundred and Nine up to the time when the said Vessel was sold should be examined and investigated in order to a final settlement thereof , And that such accounts were accordingly examined and investigated by the said Thomas Harrison on the behalf of your Orators and Oratrices and afterwards by the said George Irven on the behalf of the said Frances Danson, And your Orators and Oratrices charge that in the accounts which in the said Memoranda of the second day of September One thousand Eight hundred and Twelve and Ninth day of December One thousand Eight hundred and Fifteen are respectively called the preceeding Accounts, there are divers errors, overcharges, double-charges, and omissions to the prejudice of the owners of the said Vessel, And particularly your Orators and Oratrices shew

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amongst other accounts which in the same memorandum of the Second day of September One thousand Eight hundred and Twelve are called the preceeding accounts is the account of the management and employment of the said Vessel and the earnings thereof and disbursements on account thereof during her voyage to Fayal, being her first voyage, and that in such account the

said John Danson was and is charged with the Sum of One thousand one hundred and Ninety Seven Pounds six Shillings and Nine pence for the freight of the said Vessel carried during such voyage, whereas the freight of the said vessel really earned during the said voyage amounted to the Sum of One thousand Three hundred and Two pounds Seventeen Shillings and Two pence which was received by the said John Danson and ought to have been entered to his Debit in the said account, and that in debiting himself with the Sum of One Thousand One hundred and Ninety Seven Pounds Six Shillings and Nine pence only, as for the freight of the said Voyage, the said John Danson made an error of the sum of One hundred and Five pounds Ten Shillings and Five pence to the prejudice of the owners of the said Vessel, And your Orator[s] and Oratrices further charge that in the same account relating to the said Voyage to Fayal, the said John Danson took Credit to himself for the Sum of One hundred and Fifty Six Pounds Twelve Shillings and Ten pence as salvage paid by him on the freight of the said Vessel, Whereas the Salvage which the said John Danson paid and was entitled to on the said freight amounted to the Sum of One hundred Thirty Seven pounds Nine shillings and Two pence and no more, and the said John Danson, by taking credit for the said Sum of One hundred Fifty Six pounds Twelve Shillings and Ten pence made an overcharge of Nineteen pounds Three shillings and Eight pence in the said account to the prejudice of the said owners, And that besides the specific errors hereinbefore charged, the said account of the management and employment of the said Vessel and the earnings thereof and disbursements on account thereof during her voyage to Fayal and several other accounts which in the said Memorandum of the Second day of September One thousand Eight hundred and twelve are called preceeding accounts contain divers other errors, omissions, and overcharges to the prejudice of the owners of the said Vessel to a very large amount in the whole, And your Orator[s] and Oratrices further charge that amongst the other accounts which in the said memorandum of the Ninth day of December One thousand Eight hundred and Fifteen are called the preceeding account is the account of the freight of the said Vessel and the disbursements on account thereof during a Voyage to Ireland and Trinidad which was the Eighth Voyage of the said Vessel and that in such account the owners of the said Vessel are charged with Three several Sums of One hundred Thirty Nine pounds Three Shillings and Eight pence, Twenty Six pounds Fourteen Shillings and Six pence, and Eighteen pounds Six shillings and Five pence as for disbursements made on account of the said Ship at Belfast and Cove in Ireland, and that such charges were made in English Currency, Whereas the disbursements in respect of which the same Charges were made were in Irish Currency, and charging for the same in English Currency, an overcharge to the prejudice of the owners of the said Vessel is made in the said account to the amount of Fourteen Pounds Seven Shillings and a penny or thereabouts, and that amongst the other accounts which in the said Memorandum of the Ninth day of December One thousand Eight hundred and Fifteen are called the preceeding accounts is also an account of the freight and disbursements of and on account of the said Vessel during a Voyage to Ireland and Bedeque, which was the Ninth Voyage of the said Vessel, and that in such account the owners of the said Vessel are charge with Four Several Sums of Three hundred Fifty-Nine pounds Nine Shillings and Three pence, Thirty pounds Sixteen Shillings and Three pence, Sixteen pounds Nineteen Shillings and Nine pence, and Fourteen pounds Three Shillings and a penny, as for disbursements made on account of the said Ship at Belfast, Cove, and Crookhaven in Ireland, and that such charges are respectively made in English Currency, Whereas the disbursements in respect of which the same charges are made were in Irish Currency, and by charging for such disbursements in English Currency, an overcharge to the prejudice of the owners of the said Vessel is made in the said account to the amount of Thirty

one pounds Nine Shillings and one penny or thereabouts, and that among the other accounts which in the said Memorandum of the Ninth day of December one thousand eight hundred and fifteen are called the preceding accounts and also an account of the freight and disbursements of and on account of the said Vessel during her Voyage from Bristol to Trinidad and back to Bristol, which was the eleventh Voyage of the said Vessel, and that in such account the Owners of the said Vessel are Credited with the Sum of two thousand two hundred and forty seven pounds as for the freight of the said Vessel earned during the said Voyage, Whereas the freight really earned by the said Vessel during the said Voyage amounted to the sum of two thousand two hundred and ninety pounds eleven shillings and one penny, being forty seven pounds eleven shillings and one penny more than the sum for which Credit is given in respect thereof, and that in the several other Accounts which in the said memorandum of the ninth day of December one thousand eight hundred and fifteen are mentioned or referred to under the name of preceding accounts, there are besides the overcharges hereinbefore particularly charged, divers other overcharges and many other errors and omissions to the prejudice of the Owners of the said Vessel, and under such circumstances, your Orators and Oratrices charge that even if the said Memorandum ought to be considered as Evidence, that the Accounts therein mentioned were settled accounts, which your Orators and Oratrices by no means admit, yet that your Orators and Oratrices ought to be at liberty to surcharge and falsify<sup>1</sup> the said Accounts, and that the same ought to be rectified, And your Orators and Oratrices charge that no Settlement or pretended Settlement of the Accounts relating to the said Ship was made on the twenty sixth day of October one thousand eight hundred and fourteen, or in the Year one thousand eight hundred and eighteen, and that the last memorandum which was ever signed by the Owners of the said Ship or any of them was the said Memorandum of the ninth day of December one thousand eight hundred and fifteen, And your Orators and Oratrices charge that the said Defendants, and especially the said Defendant Frances Danson have frequently acknowledged and admitted that a large sum of money was owing to your Orators and Oratrices as the Owners of the said Vessel for the freight and earnings thereof received by the said John Danson during his life, but then the said Defendants alledge and pretend that the whole or the greatest part of what is now owing to your Orators and Oratrices as aforesaid was a debt which became due from the said John Danson in his lifetime and was owing by him at the time of his death, and that the Assets of the said John Danson possessed by the said Defendants were small and inconsiderable and altogether insufficient for the payment of what was so due to your Orators and Oratrices, Whereas your Orators and Oratrices charge the contrary, And that the said Defendants ought either to admit assets of the said John Danson sufficient to satisfy what was owing by him at the time of his death or otherwise, or to set forth such accounts as are hereinafter required, And your Orators and Oratrices charge that since the death of the said John Danson, the said Frances Danson has acted as sole manager of the said Ship or Vessel, and has received divers Sums of money on account therefor of all the earnings and profits thereof, and particularly hath received a Sum of Twenty Pounds which was remitted to her by Edward Nelson of Liverpool on or about the sixth day of February One thousand Eight hundred and Twenty one, and hath thereout made all the necessary payments and disbursements, and that after such payments a large surplus of such Receipts and earnings now remains in the hands of the said Frances Danson and ought to be divided among the Owners of the said Vessel according to their respective Interests therein, and that the said Frances Danson has frequently acknowledged and admitted and the truth is that divers considerable sums of money and particularly a sum of seventy four pounds nineteen

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<sup>1</sup> *I.e.*, to demonstrate that they are false.

shillings and seven pence farthing were owing from her to the Owners of the said Vessel on account of her receipts and payments in respect thereof since the Year one thousand eight hundred and fifteen, but she has refused and still does refuse to pay any part of what is so due from her, and she ought to pay the same with Interest, And your Orators and Oratrices further charge that the said Defendant William Danson hath possessed divers parts of the personal Estate of the said John Danson, and he claims to be interested in the profits and earnings of the said Vessel in respect of the seven thirty second shares thereof which belonged to the said John Danson, and he hath acted as Master of the said Vessel and alledges that some sums of money are due to him in respect to his Services as such Master, Whereas your Orators and Oratrices charge that the said John Danson in his life time and the said Frances Danson since his death colluded with the said William Danson to the prejudice of the other Owners of the said Ship, and that the said John Danson and Frances Danson respectively in the management and employment of the said Vessel allowed and paid to the said William Danson as Master divers considerable sums of money to which he was not justly intitled, and that in taking the accounts of the earnings and disbursements of and on account of the said Vessel, such payments ought not to be allowed, All which actings, doings, pretences, and refusals of the said Frances Danson and William Danson are contrary to Equity and good Conscience, and tend to the manifest wrong and injury of your Orators and Oratrices in the premises, In Consideration whereof and forasmuch as your Orators and Oratrices can only have adequate relief in the Premises in a Court of Equity where matters of this nature are properly cognizable and relievable, To that End Therefore that the said Frances Danson and William Danson and their Confederates when discovered may upon their several and respective Oaths according to the best of their several and respective knowledge, remembrance, information, and belief full, true, direct, and perfect answers make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here again repeated and they distinctly interrogated thereto, and particularly that they may in manner aforesaid answer and set forth whether in or about the year one thousand eight hundred and nine or at some and what other time your Orators and Oratrix David Fletcher, Michael Falcon, John Christopher Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, or some or one and which of them or some and what other persons or person together with the said John Danson, Thomas Falcon of Esk Meals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington and William McMillan since deceased or some and which of them did not build at their or some and which of their joint expence, and whether they or some and which of them were not the joint Owners and proprietors of the said Ship or Vessel called the Frances or how otherwise, and whether the said Defendant William Danson the Son of the said John Danson was not the Master thereof or how otherwise, And whether your Orators and Oratrix David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, and the said Thomas Falcon of Esk Meals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, William McMillan, and John Danson or some and which of them were not interested in and entitled to the said Ship or vessel and the earnings and profits to be thereby made in the shares and proportions hereinbefore in that behalf particularly mentioned or in some and what other shares and proportions or how otherwise, And whether the said John Danson was not appointed the Ships Husband of the said Ship or Vessel called the Frances or how otherwise, And whether he was not by the other Owners of the said Ship or Vessel or some and which of them entrusted with the management of all the Concerns

and Business relating to the said Vessel and the employment thereof or how otherwise, And whether he did not receive and pay divers or some and what sums of money on account thereof or how otherwise, And whether he did not keep all the Books and accounts relating thereto or some and which of them or how otherwise, And whether from and after the said Year one thousand eight hundred and nine up to the time of the death of the said John Danson or during some and what other period the said Ship or Vessel did not make divers and how many voyages to various or some and what parts of the World or how otherwise, And whether during such period any considerable of some and what Earnings and Profits and to what amount were not derived from the Employment of the said Vessel in such Voyages respectively or in some and which of them or how otherwise, And whether all such Earnings and Profits or some and what part thereof were not received by the said John Danson or how otherwise, And whether he did not from time to time and at what times in particular pay some and what sums of money on account thereof to your Orators and Oratrices the other Owners of the said Ship or Vessel or to some or one and which of them or how otherwise, And whether at the time of the death of the said John Danson a considerable or some and what balance or sum of money on account of such Earnings and Profits or on some and what other account was not due and owing from him to the other Owners or Owner of the said Ship or Vessel or how otherwise, And whether in or about the month of May one thousand eight hundred and fourteen or when else in particular the said John Danson did not depart this life and whether or not having first duly made and published his last Will and Testament or how otherwise, And whether the same was not without date or how otherwise, And whether he did not appoint the said Defendants Frances Danson and William Danson Executor and Executrix of his said Will or how otherwise, And whether since the death of the said John Danson the said Defendant Frances Danson hath not alone duly proved the said Will of the said John Danson in the proper or some and what Ecclesiastical Court or how otherwise, And whether she hath not thereby become and is not now his legal personal Representative or how otherwise, And whether power is not reserved to the said Defendant William Danson to prove the said Will if he shall think proper or how otherwise, And whether the said Defendants Frances Danson and William Danson or one and which of them did not possess themselves, himself, or herself of and receive the personal Estate and Effects of the said John Danson or some and what part thereof to a very large or some and what amount, And whether or not to an amount more and how much more than sufficient to pay and satisfy his funeral and testamentary expences and debts, including in such Debts the said Balance or Sum so owing to your Orators and Oratrices as aforesaid or how otherwise, And whether the said Defendants Frances Danson and William Danson or one and which of them have or has not in fact long since paid and satisfied all and every the said Testator's funeral and testamentary expences and all his Debts except the said Debt so due to your Orators and Oratrices or how otherwise, And whether upon the death of the said Testator the said Defendants Frances Danson and William Danson or one and which of them as representing him or as Legatees under his Will or how otherwise did not become interested to his seven thirty second shares of the said Vessel and the earnings thereof or how otherwise, And whether the said Thomas Falcon of Esk Meals did not some time and how long since die intestate or how otherwise, And whether your Oratrix Dorothy Falcon did not and when obtain Letters of Administration of his personal Estate and Effects to be granted to her by and out of the proper and what Ecclesiastical Court or how otherwise, And whether she did not thereby become and whether she is not now his legal personal Representative or how otherwise, And whether she is not as such legal Representative intitled to his one thirty second part or share or some and what other part or share of the said

Ship or Vessel and the earnings and profits thereof or how otherwise, and if not why not, And whether the said Thomas Falcon of Workington did not some time and how long since die, And whether he did not first duly make his last Will and Testament in writing and thereof appoint your Oratrix Isabella Falcon Executrix or how otherwise, And whether your Oratrix Isabella Falcon did not and when duly prove such Will in the proper and what Ecclesiastical Court or how otherwise, And whether she did not thereby become and whether she is not now the legal personal Representative of the said Thomas Falcon of Workington or how otherwise, and if not why not, And whether your said last named Oratrix is not as such legal personal Representative of the said Thomas Falcon of Workington or otherwise and how intitled to his one thirty second part or share or some and what other part or share of the said Ship or Vessel and the earnings and profits thereof or how otherwise, and if not why not, And whether the said Margaret Falcon did not sometime and how long since depart this life or how otherwise, And whether she did not first duly make her Will and thereof appoint your Orators Michael Falcon and John Steel Executors or how otherwise, And whether your Orators Michael Falcon and John Steel or one and which of them did not and when duly prove her said Will in the proper or some and what Ecclesiastical Court or how otherwise, And whether they or one and which of them did not thereby become and whether they or one and which of them are or is not now the legal personal Representatives or Representative of the said Margaret Falcon or how otherwise, and if not why not, And whether your said last named Orators or one and which of them are not or is not such legal personal representatives or representative of the said Margaret Falcon or otherwise and how intitled to her one thirty second part or share or some and what other part or share of the said Ship or Vessel and the earnings and profits thereof or how otherwise, and if not why not, And whether the said Timothy Moordaff did not some time and how long since depart this life or how otherwise, And whether he did not first duly make his last Will and thereof appoint your Oratrix and Orators Martha Moordaff, John Peat, and Joseph Pearson or some or one and which of them Executrix and Executors of his said Will or how otherwise, And whether your said last named Oratrix and Orators or some or one and which of them did not and when duly prove such Will in the proper or some and what Ecclesiastical Court or how otherwise, And whether they or some or one and which of them did not thereby or otherwise and how become and whether they or some or one and which of them are not or is not now the legal personal representatives or representative of the said Timothy Moordaff, and as such or otherwise and how intitled to his one thirty second part or share or some and what other part or share of the said ship or vessel and the earnings and profits thereof or how otherwise, and if not why not, And whether the said Abraham Sibson did not some time and how long since depart this life intestate or how otherwise, And whether the said Jane Sibson did not and when obtain Letters of Administration of his personal Estate and Effects to be granted to her by and out of the proper or some and what Ecclesiastical Court or how otherwise, And whether she did not thereby or otherwise and how become his legal personal Representative and as such intitled to his one thirty second part or share or some and what other part or share of the said Ship or Vessel and the earnings and profits thereof or how otherwise, and if not why not, And whether the said Jane Sibson did not some time afterwards and when in particular sell and transfer the said last mentioned 1 32<sup>nd</sup> Share of the said Ship or Vessel and all or some and what part of the Earnings or profits thereof to the said Mary Danson or how otherwise, And whether the said Mary Danson is not now entitled thereof or how otherwise, and if not why not, And whether the said John Hetherington did not some time and how long since depart this life or how otherwise, And whether he did not first duly

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make and publish his Will and thereof appoint your Orators William Hetherington and John Hetherington or one and which of them Executors or Executor or how otherwise, And whether your said last named Orators or one and which of them did not and when duly prove such Will in the proper or some and which Ecclesiastical Court or how otherwise, And whether they or one and which of them did not thereby or otherwise and how become the legal personal representatives or representative of the said John Hetherington deceased and as such intitled to his one thirty second part or share or some and what other part or share of the said Ship or Vessel and the earnings and profits thereof of how otherwise, and if not why not, And whether the said William McMillan did not some time and how long since depart this life or how otherwise, having first made his Will and thereof appointed your Oratrix Mary McMillan his Executrix or how otherwise, And whether your Oratrix Mary McMillan did not and when duly prove such Will in the proper or some and what Ecclesiastical Court or how otherwise, And whether she did not thereby or otherwise and how become his legal personal representative and as such or otherwise and how intitled to his one thirty second part or share or some and what other part or share of the said Ship or Vessel and the earnings and profits thereof or how otherwise, and if not why not, And whether from and after the several and respective times when the said several and respective changes took place in the ownership of the said Ship or Vessel and the earnings and profits thereof ~~up to the month of April One thousand Eight hundred and twenty one or from or up to some and what other times or time~~, your Orators and Oratrices or some and which of them and the said Frances Danson, William Danson, and ~~Jane Sibson~~ Mary Danson or some or one and which of them did not continue to be, And whether they or some and which of them were not the joint owners and proprietors of the said Ship or Vessel, And whether they or some and which of them were not entitled to the earnings and profits thereof in the shares and proportions hereinbefore in that behalf particularly mentioned or in some and what other shares and proportions in particular or how otherwise, And particularly whether your Orators and Oratrix David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat or some and which of them did not continue to be and were not entitled to their or some and which of their aforesaid several and respective original shares thereof or how otherwise, and if not why not, And whether the said Defendants Frances Danson and William Danson or one and which of them as representing the said John Danson or how otherwise did not continue to be or were not or was not entitled to his seven thirty second parts or shares or some and what other part or share thereof or how otherwise, and if not why not, And whether your Oratrices Dorothy Falcon and Isabella Falcon or one and which of them as representing the said Thomas Falcon of Esk Meals and Thomas Falcon of Workington respectively were not each of them entitled to one thirty second part or share or some and what other part or share thereof or how otherwise, and if not why not, And whether your Orators Michael Falcon and John Steel or one and which of them as representing the said Margaret Falcon or how otherwise were not or was not entitled to one thirty second part or share or some and what other part or share thereof or how otherwise, and if not why not, And whether your Oratrix and Orators Martha Moordaff, Jean Peat, and Joseph Pearson or some or one and which of them as representing the said Timothy Moordaff or how otherwise were not or was not entitled to one thirty second part or share or some and what other

part or share thereof or how otherwise, and if not why not, And whether the said Mary Danson as purchaser from the said Jane Sibson who represented the said Abraham Sibson or how otherwise was not entitled to one thirty second or some and what other part or share thereof or how otherwise, and if not why not, And whether your Orators William Hetherington and John Hetherington or one and which of them as representing the said John Hetherington deceased or how otherwise were not or was not intitled to one thirty second part or share or some and what other part or share thereof or how otherwise, and if not why not, And whether your Oratrix Mary McMillan as representing the said William MacMillan or how otherwise was not entitled to one thirty second or some and what other part thereof or how otherwise, and if not why not, And whether upon or since after the death of the said John Danson and when in particular the said Frances Danson with the consent of the other owners of the said Vessel or some and which of them or how otherwise did not possess herself of all and every or some and which of the Books, Papers, Documents, and Writings relating to the said Ship or Vessel or how otherwise, And whether she did not take upon herself the management of the concerns thereof or how otherwise, And whether she did not receive the proceeds, earnings, and profits or some and what part thereof arising from the employment of the same Ship or Vessel or how otherwise, And whether she did not thereout make the necessary payments or disbursements, And whether she did not keep all or some and which of the accounts relating to the said Ship and the employment thereof or how otherwise, And whether in keeping such accounts she did not continue the same from the foot of the accounts which had been kept by the said John Danson in his life time or how otherwise, And whether she did not act and continue to act in what other time or how otherwise, And whether during such period the said Ship or Vessel did not make several or some and what voyages to various parts of the World, And whether very considerable some and what earnings and profits were not made by the employment thereof or how otherwise, And whether all such earnings or some and what part thereof were not received by the said Frances Danson or how otherwise, And whether she did not from time to time and at what times in particular make some and what payments on account thereof to the other Owners of the said Ship or Vessel or to some or one or which of them in particular or how otherwise, And whether your Orators and Oratrices or any and which of them ever and if ever when received the whole of what was justly due to them in respect of their several and respective shares of the said Ship or Vessel, And whether in the month of April one thousand eight hundred and twenty one the said Frances Danson was not considerably and to what extent in particular indebted to your Orators and Oratrices or some or one and which of them in respect of their or some or one of their said Shares or how otherwise, And whether in or about the month of April one thousand eight hundred and twenty one or when else in particular the said Ship or Vessel was not sold, And whether twenty four thirty second parts of the money arising from the sale thereof were not paid to your Orators and Oratrices as part owners of the said Vessel according to their several and respective shares and interests thereon or how otherwise, And whether one thirty second or some and what other part or share thereof was not paid to the said Jane Sibson or to the said Mary Danson as purchaser from her and to which of them in particular or how otherwise, And whether the remaining seven thirty second parts were not retained by the said Defendant Frances Danson as legal representative of the said John Danson or how otherwise, And whether at the time of such Sale and payment any and if any what settlement was made of the accounts of the said John Danson and the said Defendant Frances Danson in relation to their respective receipts and payments on account of the said Ship, And whether in or about the Month of January or February 1821 or when else in particular the said Frances Danson did not state and render on account of her receipts and

payments in respect of the said Ship or how otherwise, And whether it did not thereby appear that the Sum of Seventy four pounds nineteen shillings and seven pence farthing and no more was then due from her to the owners of the said Ship or how otherwise, And whether your Orators and Oratrices were not dissatisfied with such statement of account and also with the accounts of the said Ship and the earnings and profits thereof which had been kept and stated by the said John Danson during his life and continued by the said Frances Danson after his Death, And whether soon afterwards and when in particular the said Frances Danson at the request of your Orators and Oratrices or some or one and which of them did not deliver the Books of accounts relating to the said Ship or Vessel and the Voyages thereby made since the year one thousand eight hundred and nine to your Orator Allison Crosthwaite on behalf of your Orators and Oratrices in order that the accounts relating to the said Vessel and the Voyages thereof might be duly investigated and any errors therein rectified or how otherwise, And whether your Orator Allison Crosthwaite having received such Books of account from the said Frances Danson on the behalf of your Orators and Oratrices did not deliver the same to the said Thomas Harrison, And whether he did not direct the said Thomas Harrison to investigate the same and state the errors in the said accounts or how otherwise, And whether the said Thomas Harrison did not soon afterwards and when inform your Orators and Oratrices and which of them that he was in want of further information respecting the same, And whether thereupon said Allison Crosthwaite and Matthew Russell or one and which of them did not call on said Frances Danson and ask her if she had any papers or documents which would afford explanation respecting the accounts of the said Ship or how otherwise, And whether thereupon or upon some and what other occasion said Frances Danson did not produce two Paper Bags containing papers or how otherwise, And whether she did not declare that they were all she had belonging to the said Ship or how otherwise, And whether such Papers did not relate solely to the accounts of the said Ship or how otherwise, and to what other matters the same or any of them related, And whether she did not and when deliver such Papers or which of them to said Allison Crosthwaite and Matthew Russell or which of them that the same or which of them might be used in the investigation of the accounts or how otherwise, And whether your Orators Allison Crosthwaite and Matthew Russell did not and when deliver the same to said Thomas Harrison, And whether the said Thomas Harrison did not accordingly investigate the said Books, Accounts, Documents, and Writings or how otherwise, And whether upon such investigation he did not discover, And whether the fact is not that in the accounts relating to the said Ship or Vessel and the Voyages thereof which had been kept by the said John Danson during his life and after his death by the said Defendant Frances Danson there were numerous or some and what errors, overcharges, double charges, and omissions to the prejudice of the owners of the said Ship or Vessel, And whether the said Thomas Harrison did not make a true and correct statement of all or some and which of such of the said Errors as he then discovered or was able to ascertain or how otherwise, And whether by such Statement it did not appear and whether the fact is not that the errors, overcharges, double charges, and omissions in the said accounts to the prejudice of the owners of the said Vessel which had then been ascertained amounted to the sum of Eight hundred and seventy nine pounds five shillings and three pence three farthings at the least or to some and what other sum of money or how otherwise, And whether such Statement of errors was not by or on the behalf of your Orators and Oratrices to the said Defendants Frances Danson and William Danson or to one and which of them in particular, And whether the said William Danson did not then or when else acknowledge and admit that the several Errors mentioned in the said Statement or some and which of them were therein correctly or how otherwise, And whether he did not and when and to

whom promise to pay the amount thereof or some and what part thereof or how otherwise, And whether the said Frances Danson did not express herself to be dissatisfied with the said Statement of Errors or how otherwise, And whether thereupon or upon some and what other occasion your Orators and Oratrices or some or one and which of them did not propose that she should procure some accountant to examine the said accounts on her behalf or how otherwise, And whether soon afterwards and when in particular the said Frances Danson or John Foster her son-in-law at her request, with her authority, and on her behalf or how otherwise did not employ the said George Irven an accountant to investigate and examine the said Books, Documents, Accounts, and Writings or some or one and which of them on her behalf and to compare the same with the said Statement of Errors made as aforesaid by the said Thomas Harrison or how otherwise, And whether the said Books, Documents, Accounts, and Writings together with the said Statement of Errors or some and which of them were not accordingly delivered to the said George Irven or how otherwise, And whether the said George Irven did not accordingly investigate the said Books, Accounts, Documents, and Writings on the behalf of the Defendant Frances Danson, And whether he did not thereupon discover and admit, And whether the fact is not that the said accounts contained divers or some and what Errors, Omissions, Overcharges, and double charges to the prejudice of the Owners of the said Vessel to the amount in the whole of Eight hundred and seventy pounds five shillings and ten pence, being only Eight pounds nineteen shillings and five pence three farthings or some and what other sum less than the amount of Errors stated by the said Thomas Harrison or how otherwise, And whether some discussion did not afterwards and when take place between the said Thomas Harrison and George Irven respecting their aforesaid investigations or how otherwise, And whether upon such discussion it was not agreed and admitted by and between the said Thomas Harrison and George Irven, And whether the fact is not that the said Statement of Errors so made out by the said Thomas Harrison was correct so far as the same extended or how otherwise, and if not why not, ~~And whether the said Jane Sibson hath not for some and what valuable consideration assigned all her share of the undivided earnings of the said Ship or Vessel to the said Defendant Frances Danson or how otherwise, And whether she hath not absolutely released the said Defendants Frances Danson and William Danson or one and which of them from all claims and demands in respect of the said accounts ... as aforesaid by John Danson or Frances Danson or either of them or how otherwise,~~ And whether since the said accounts were investigated as aforesaid by the said Thomas Harrison and George Irven your Orators and Oratrices have not discovered, And whether the fact is not that besides the said Errors so discovered by them as aforesaid there are in the said accounts divers or some and what other errors, omissions, overcharges, and double charges to the prejudice of the owners of the said Vessel amounting in the whole to upwards of Two hundred pounds or some and what other sum of money or how otherwise, And whether your Orators and Oratrices have not caused a true or some and what statement of such further errors to be delivered to the said Defendant Frances Danson or how otherwise, And whether such applications and requests are as hereinbefore in that behalf mentioned or some and what other applications and requests have not been made to the said Frances Danson by or on behalf of your Orators and Oratrices, And whether she has not refused to comply with the same and why,

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And whether a Memorandum was not on or about the second day of September One thousand eight hundred and twelve or when else in particular written in the Ship's Book, And whether the same was not in such words and figures and of or to such purport or effect is hereinbefore in that behalf mentioned and set forth or in some and what words and figures or to some and what other purport or effect in particular, And whether such Memorandum was not signed by the Owners of the said Vessel or some or one and which of them in particular or how otherwise, And whether another Memorandum was not on or about the ninth day of December One thousand eight hundred and fifteen or when else in particular written in the said Ship's Book, And whether the same was not in such words and figures or to such purport or effect as is hereinbefore in that behalf mentioned or in some and what other words and figures or to some and what other purport or effect in particular, And whether such last mentioned Memorandum was not also signed by the Owners of the said Vessel or some or one and which of them in particular, And whether the accounts which are in the said Memoranda respectively called the preceding accounts or some and which of them are not the accounts relating to the management and employment of the said Ship or Vessel and the earnings thereof or how otherwise, And whether notwithstanding the signature of the said Memoranda by the said Owners as aforesaid the accounts which are therein respectively called the preceding accounts or any or either and which of them had ever and when and by whom previously to the signature of the said Memoranda or either of them been in any and what way investigated or examined or how otherwise, And whether the said Memoranda or one and which of them were not or was not signed by the Owners of the said Vessel or some or one and which of them only as receipts of the sums of money thereby agreed to be divided or how otherwise, And whether after the said Vessel was sold as aforesaid and when it became necessary to wind up and settle all the accounts relating thereto, the said Defendant Frances Danson did not consent and agree that all the accounts of the Management and Employment of the said Vessel and of the earnings thereof from the year One thousand eight hundred and nine up to the time when the said Vessel was sold or up to some and what other time should be examined and investigated in order to a final Settlement thereof or how otherwise, And whether such accounts or some and which of them were not accordingly and when examined and investigated by the said Thomas Harrison or by whom else on the behalf of your Orators and Oratrices or some or one and which of them, and afterwards and when by the said George Irwen or by whom else on the behalf of the said Frances Danson or how otherwise, And whether in the accounts which in the said Memoranda of the second day of September One thousand eight hundred and twelve and the ninth day of December One thousand eight hundred and fifteen are respectively called the preceding accounts or in some or one and which of them there are not divers or some and what errors, overcharges, double charges, and omissions to the prejudice of the owners of the said Vessel or how otherwise, And particularly whether amongst other accounts which in the said Memorandum of the second day of September One thousand eight hundred and twelve are called the preceding accounts is not the account of the management and employment of the said Vessel and of the earnings thereof and disbursements on account thereof during her Voyage to Fayal, being her first voyage, or how otherwise, And whether in such account the said John Danson was not and is not charged with the sum of One thousand one hundred and ninety seven pounds six shillings and nine pence or with some and what other sum of money for the freight of the said Vessel earned during the said Voyage or how otherwise, And whether the freight of the said Vessel really earned during the said Voyage did not amount to the sum of One thousand three hundred and two pounds seventeen shillings and two pence or some and what other sum of money or how otherwise, And whether the whole or some and what part

of the said sum of One thousand three hundred and two pounds seventeen shillings and two pence was not received by the said John Danson or by whom else in particular, And whether the whole or some and what part thereof ought not to have been entered to his debit in the said account or how otherwise, and if not why not, And whether in debiting himself with the sum of One thousand one hundred and ninety seven pounds six shillings and nine pence only as for the freight of the said Voyage the said John Danson did not make an Error of the sum of One hundred and five pounds ten shillings and five pence to the prejudice of the Owners of the said vessel or how otherwise, And whether in the same account relating to the said voyage to Fayal the said John Danson did not take credit to himself for the sum of One hundred and fifty six pounds twelve shillings and ten pence or some and what other sum of money as Salvage paid by him on the Freight of the said Vessel or how otherwise, And whether the salvage which the said John Danson paid and was entitled to on the said Freight amounted to any and how much more than the sum of One hundred and thirty seven pounds nine shillings and two pence or how otherwise, And whether the said John Danson by taking credit for the said sum of One hundred and fifty six pounds twelve shillings and ten pence did not make an overcharge of Nineteen pounds three shillings and eight pence in the said account to the prejudice of the said Owners or how otherwise, And whether besides the specific errors hereinbefore charged the said account of the management and employment of the said Vessel and the earnings thereof and the disbursements on account thereof during her said Voyage to Fayal and the several other accounts which in the said Memorandum of the second say of September One thousand eight hundred and twelve are called preceding accounts or some or one and which of them do not or doth not contain divers or some and what other errors, omissions, and overcharges, or error, omission, or overcharge, to the prejudice of the Owners of the said Vessel to a very large or some and what amount in the whole or how otherwise, And whether amongst the other accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are called the preceding accounts is not the account of the Freight of the said Vessel and the disbursements on account thereof during a Voyage to Ireland and Trinidad or how otherwise, And whether such Voyage was not the eighth Voyage of the said Vessel or how otherwise, And whether in such account the Owners of the said Vessel are not charged with three several sums of One hundred and thirty nine pounds three shillings and eight pence, Twenty six pounds fourteen shillings and six pence, and Eighteen pounds six shillings and five pence or some and what other sums or sum of money as for disbursements made on account of the said Ship at Belfast and Cove in Ireland or on some and what other account or how otherwise, And whether the disbursements in respect of which the said charges are made or any and what part thereof were not in Irish Currency or how otherwise, And whether by charging for the same in English Currency an Overcharge to the prejudice of the said Owners of the said Vessel is not made in the said account to the amount of the sum of Fourteen pounds seven shillings and a penny or thereabouts or to some and what other amount or how otherwise, And whether amongst the other Accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are called the preceding accounts is not also an account of the freight and disbursements of and on account of the said Vessel during a Voyage to Ireland and Bedeque or how otherwise, And whether such last mentioned Voyage was not the ninth Voyage of the said Vessel or how otherwise, And whether in such account the Owners of the said Vessel are not charged with four divers sums of Three hundred and fifty nine pounds nine shillings and three pence, Thirty pounds sixteen shillings and three pence, Sixteen pounds nineteen shillings and nine pence, and Fourteen pounds three shillings and a penny or some and what other sums or

sum of money as for disbursements made on account of the said Ship at Belfast, Cove and Crookhaven in Ireland or on some and what other account in particular or how otherwise, And whether such charges respectively or some or one and which of them are not or is not made in English Currency or how otherwise, And whether the disbursements in respect of which the same charges are made or some and what part thereof were not in Irish Currency or how otherwise, And whether by charging for the same in English Currency an overcharge to the prejudice of the Owners of the said Vessel is not made in the said account to the amount of Thirty one pounds nine shillings and a penny or thereabouts or to some and what other amount or how otherwise, And whether amongst the accounts which in the said Memorandum are called the preceding accounts there is not also an account of the freight and disbursements of and on account of the said Vessel during a Voyage from Bristol to Trinidad and back to Bristol or how otherwise, And whether such last mentioned voyage was not the eleventh Voyage of the said Vessel or how otherwise, And whether in such account the Owners of the said Vessel are not credited with the sum of Two thousand two hundred and forty seven pounds or some and what other sum of money as for the freight of the said Vessel earned during the said Voyage or how otherwise, And whether the freight really earned by the said Vessel during the said Voyage did not amount to the sum of Two thousand two hundred and ninety found pounds eleven shillings and a penny or to some and what other sum of money or how otherwise, And whether such last mentioned sum of money is not Forty seven pounds eleven shillings and a penny or how much more than the sum for which credit is given in respect thereof or how otherwise, And whether in the several other accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are mentioned or referred to under the name of preceding accounts or in some and which of them there are not besides the overcharges hereinbefore particularly charged divers or some and what overcharges or overcharge and many or some and what errors and omissions or error and omission to the prejudice of the Owners of the said Vessel or how otherwise, And whether under such Circumstances even if the said Memoranda ought to be considered as evidence that the accounts therein mentioned were settled accounts, your Orators and Oratrices ought not to be at Liberty to surcharge and falsify the said Accounts or some or one and which of them or how otherwise, and if not why not, And whether the same ought not to be rectified or how otherwise, and if not why not, And whether any and what Settlement or pretended Settlement of the said Accounts relating to the said Ship was made on the twenty sixth day of October One thousand eight hundred and fourteen or in the year One thousand eight hundred and eighteen or how otherwise, And whether the last memorandum which was ever signed by the Owners of the said Ship or any of them was not the said Memorandum of the ninth day of December One thousand eight hundred and fifteen or how otherwise, And whether the said Defendants or some or one and which of them and more especially whether the said Defendant Frances Danson have not frequently and when and to whom acknowledged and admitted that a large or some and what sum of money was owing to your Orators and Oratrices or to some and which of them as the Owners of the said Vessel for the freight and earnings thereof received by the said John Danson during his life or on some and what other account or how otherwise, And that the said Defendants may either admit assets of the said John Danson sufficient to satisfy what was owing by him at the time of his death or otherwise that they may set forth a full and particular account of all and every the goods, chattels, personal Estate and Effects which the said John Danson was possessed of, interested in, or intitled to at the time of his death and the particulars whereof the same consisted and the natures, kinds, quantities, qualities, full, true, and utmost value of all and every such particulars,

And whether all and every or some and which of such particulars have not and when been possessed by the said Defendants respectively or by some and which of them or by some and what other person or persons on their or some or one and which of their behalf, And whether any and what part or parts of such personal Estate and Effects and to what value and amount hath been sold and disposed of and when and by whom and to whom and for how much the same and each and every part thereof have been sold and disposed of, And whether any and what part or parts of the said personal Estate and Effects and to what value and amount now remain undisposed of, and that the said Defendants may also set forth a full, true, and particular account of all and every the funeral and testamentary expenses of the said John Danson and of the debts which were owing by him at the time of his death and to whom and for what and on what Security if any the same were respectively due, And that the said Defendants may answer and set forth, Whether since the death of the said John Danson the said Frances Danson has not acted as sole Manager of the said Ship or Vessel and has not and when and from whom received divers or some and what sums or sum of money on account thereof or of the earnings and profits thereof or how otherwise, And particularly whether the sum of Twenty pounds or some and what other sum of Money was not remitted to her by Edward Nelson of Liverpool or by whom else in particular on or about the sixth day of February 1821 or how otherwise, And whether such last mentioned sum of money was not and when received by the said Frances Danson or by whom else in particular or how otherwise, and if not why not, And whether she has not thereout or otherwise and how made all or some and which of the necessary payments and disbursements or how otherwise, And whether after such payments a large or some and what surplus of such receipts and earnings does not now remain in the hands of the said Frances Danson and ought not to be divided amongst the Owners of the said Vessel according to their respective Interests therein or how otherwise, and if not why not, And whether the said Frances Danson has not frequently or ever and when and to whom acknowledged and admitted, And whether the truth is not that divers considerable or some and what sums or sum of money and particularly whether or not the sum of Seventy four Pounds nineteen shillings and seven pence farthing or some and what other sum of money were owing from her to the Owners of the said Vessel on account of her receipts and payments in respect thereof since the year One thousand eight hundred and fifteen or on some and what other account or how otherwise, And whether she has not refused and does not still refuse to pay any part of what is so due from her and why, And whether she ought not to pay the same with Interest, and if not why not, And whether the said Defendant William Danson hath not possessed divers or some and what parts or part of the said personal Estate of the said John Danson or how otherwise, And whether he does not claim to be interested in the profits and earnings of the said Vessel in respect of the seven thirty second shares thereof which belonged to the said John Danson or how otherwise, And whether he has not and for how long time acted as Master of the said Vessel or how otherwise, And whether the said John Danson in his life and the said Frances Danson since his death or one and which of them have or hath not colluded with the said William Danson to the prejudice of the other Owners of the said Ship or how otherwise, And whether the said John Danson and Frances Danson respectively or one and which of them in the management and employment of the said Vessel did not allow and pay to the said William Danson the Master or how otherwise divers considerable or some and what sums or sum of money to which he was not justly entitled or how otherwise, And whether in taking the accounts of the earnings and disbursements of and on account of the said Vessel such payments or some or one and which of them ought not to be allowed or how otherwise, and if not why not, And that the said Defendants may answer the premises, And that an account may

be taken by and under the Decree of this Honorable Court of the Voyages made by the said Ship or Vessel called the Frances since the year One thousand eight hundred and nine and of all and every the sums of money received and paid by the said John Danson during his life and by the said Frances Danson since his death on account of the said Vessel and the employment thereof, Or if it should appear that the accounts relating to the said Ship or any of such accounts are or ought to be considered as settled accounts, then that your Orators and Oratrices may be at liberty to surcharge and falsify the same, And that such accounts respectively may be rectified, And that the amount of what was due to the Owners of the said Vessel for the profits and earnings thereof at the time when the same was sold may be ascertained, And that in taking the said accounts the amount of what was due to your Orators and Oratrices as such Owners as aforesaid from the said John Danson at the time of his death may be distinguished from what afterwards became due to your Orators and Oratrices from the said Defendant Frances Danson, And that the said Defendants Frances Danson and William Danson may either admit assets of the said John Danson possessed by them sufficient to pay what was due from him at the time of his death or may account for his personal estate received by them and for their application thereof, And that what was due from the said John Danson at the time of his death may be paid for out of his personal Estate, And that what afterwards became due from the said Frances Danson may be paid by her, And that your Orators and Oratrices may receive and be paid what was due and owing to them respectively at the time when the said Ship was sold and the Interest thereof since accrued in the respective Shares and Proportions in which they are intitled thereto as hereinbefore is mentioned, And that your Orators and Oratrices may have such further or other relief as the nature and circumstances of this case may require and to your Lordship shall seem meet, May it please your Lordship to grant unto your Orators and Oratrices His Majesty's most gracious Writ of Subpoena issuing out of and under the seal of this Honorable Court to be directed to the said Frances Danson, William Danson, and Mary Danson, and the rest of the Confederates when discovered, thereby commanding him, them, and every of them at a certain day and under a certain penalty therein to be limited personally to be and appear before your Lordship in this Honorable Court and then and there upon their several and respective Corporal Oaths full, true, direct, and perfect Answer make to all and singular the matters and things aforesaid and further to stand to perform and abide such other Order, Direction, and Decree therein as to your Lordship shall seem meet and agreeable to equity and good conscience, And your Orators and Oratrices shall ever pray, &c. – Henry Bickersteth.

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George the Fourth by the Grace of God of the United Kingdom of Great Britain & Ireland King Defender of the Faith, to Joseph Dawson, John Ferguson, John Whitley, and Philip Kelvley Gentlemen, Greeting, Whereas Michael Falcon and others, Complainants, have lately exhibited their Bill of Complaint before our Court of Chancery against William Danson, Defendant, And Whereas we have by our writ lately commanded the said Defendant to appear before us in our said Chancery at a certain day now past to answer the said Bill, know ye that we have given unto you, any three or two of you full Power and Authority to take the Answer of the said Defendant to the said Bill and therefore we command you any three or two of you that at such certain day and place as you shall think fit you go to the said Defendant if he cannot conveniently come to you and take his Answer to the said Bill on his Corporal Oath upon the Holy Evangelists to be Administered by you any three or two of you the said Answer being distinctly and plainly wrote

upon Parchment and when you shall have so taken it, you are to send the same closed up under the seal of you any three or two of you unto us in our said Chancery without delay wheresoever it shall then be together with this Writ, Witness ourself at Westminster the twentieth day of December in the third year of our Reign ... [The form is wrinkled in such a way that a few words are partly hidden from view, but the missing parts are easily gleaned from other instances of the same form within this item.]

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The Execution of the within Writ appears by the Schedule hereunto annexed. [signatures:] Jos. Dawson, Jn<sup>o</sup>. Ferguson Jr., Commissioners 2<sup>nd</sup> Jany. 1823. Gatty Clk.

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In Chancery.

9 January 1823.

The Answer of William Danson one of the Defendants to the Bill of Complaint of Michael Falcon, John Steel, David Fletcher, Dorothy Falcon, Allison Crosthwaite, Matthew Russell, William Hetherington and John Hetherington, Christopher Hurd, John Peat, James Brown, John Christian Curwen, Sarah Wilde, Robert Fletcher, Mary McMillan, Joseph Pearson, Martha Moordaff, Isabella Falcon, and John Wilson, Complainants.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said Bill of Complaint contained for answer thereunto or to so much thereof as this Defendant is advised it is material or necessary for him to answer unto, saith he believes it to be true that in or about the year one thousand eight hundred and nine, the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, together with John Danson, Thomas Falcon of Eskmeals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, and William McMillan in the said Bill named since deceased built at their joint expence and were the joint Owners and proprietors of the ship or vessel in the said Bill named and called the Frances and that this Defendant the son of the said John Danson was appointed to be the Master thereof as the said Vessel was fit for sea, And this Defendant further answering saith he believes it to be true that the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wilde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat and the said Thomas Falcon of Eskmeals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, William McMillan, and John Danson were interested in and entitled to the said Ship or Vessel and the earnings and profits to be thereby made in the shares and proportions in the said Bill of Complaint in that behalf mentioned, And this Defendant further saith he admits it to be true that the said John Danson was appointed Ship's Husband of the said Ship or Vessel and that he was by the Owners of the said Ship or Vessel entrusted with the

management of all the concerns and business relating to the said Vessel and the employment thereof and that he received and paid divers sums of Money on account thereof but what sums of Money in particular this Defendant is unable in any manner to state and that he kept all the Books and accounts relating thereto, And this defendant further answering saith that to the best of his knowledge, remembrance, information, and belief, the said Ship or Vessel made no Voyage prior to the Month of February One thousand eight hundred and Ten, but he admits it to be true that from and after that period up to the time of the death of the said John Danson the said Ship or Vessel made divers Voyages to various parts of the World, but this Defendant is unable to state how many Voyages the said Ship or Vessel made or to what particular parts of the World in each Voyage she went, And this Defendant further answering saith he admits it to be true that during such period very considerable profits and earnings were derived from the employment of the said Vessel in such Voyages but to what amount or from which of such Voyages in particular such earnings and profits were derived this Defendant is unable in anywise to state, And this Defendant further saith he admits it to be true that all such earnings and profits were received by the said John Danson and that he did from time to time pay some sums of Money on account thereof to the Owners of the said Ship or Vessel but what sums in particular were so paid or at what times in particular and to which of the said Owners in particular he so paid the same this Defendant is unable in any manner to state nor can this Defendant state whether at the time of the death of the said John Danson a considerable or any balance or sum of Money on account of such earnings and profits or on any other account was due from him to the Owners or Owner of the said Ship or Vessel, And this Defendant further answering saith he has heard and believes that the said John Danson departed this life in or about the Month of May One thousand eight hundred fourteen having first duly made and published his last Will and Testament in writing but whether the same was or was not without date this Defendant is unable in any manner to state, for this Defendant saith that at the time of his said Father's death, he this Defendant was absent in the West Indies, And the Deponent further saith that he has been informed and believes that the said Testator appointed Frances Danson another Defendant named in the said Bill of Complaint and this Defendant to be the Executor and Executrix of the said Will, and that since his death the said Frances Danson has proved the said Will in the proper Ecclesiastical Court and hath thereby become and now is the legal personal representative of the said John Danson, And this Defendant further saith that he has not possessed himself of and received the personal Estate and Effects of the said John Danson or any part thereof to any amount or that he hath paid and satisfied all or any of the said Testator's funeral and Testamentary expences or all or any of his Debts, but this Defendant saith he believes that the said Frances Danson hath possessed herself of and received the said Testator's Estate and Effects or some part thereof, but what part in particular or to what amount in particular, and whether or not to an amount more than sufficient to satisfy the said Testator's funeral and Testamentary expences and debts, this Defendant is unable in any manner to state, nor can this Defendant in any manner state whether she has in fact long since paid and satisfied all and every the said Testator's funeral and Testamentary expences and all his debts except the debts in the said Bill of Complaint stated to be due to the said Complainants, And this Defendant further answering saith that he has been informed and believes that the said Testator by his said Will bequeathed his seven thirty second shares of the said Vessel and the earnings thereof, together with his other personal Estate to his Widow the said Frances Danson for life upon certain conditions, and that after her death the same are to be divided equally amongst the children of the said Testator, and therefore this Defendant says he admits it to be true that the said Frances Danson and this Defendant upon the death of the said

Testator as representing him or as legatees under his Will did become entitled to his seven thirty second shares of the said Vessel and the earnings thereof, And this Defendant further answering saith it may be true for anything he this Defendant knows to the contrary that the said Thomas Falcon of Eskmeals sometime since departed this life intestate and that the Complainant Dorothy Falcon obtained Letters of Administration of his personal Estate and Effects to be granted to her by and out of the proper Ecclesiastical Court, and thereby became and now is his legal personal representative and as such entitled to his one thirty second part or share of the said ship or Vessel and the profits and earnings thereof, And that the said Thomas Falcon of Workington sometime since died having first duly made and published his last Will and Testament in writing, and thereof appointed the said Complainant Isabella Falcon Executrix, and that she duly proved such Will in the proper Ecclesiastical Court, and thereby became and now is the legal personal representatives of the said Thomas Falcon of Workington and as such entitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, And that the said Margaret Falcon long since departed this life having first duly made her Will and thereof appointed the said Complainants Michael Falcon and John Steel Executors, and that they duly proved the said Will in the proper Ecclesiastical Court, and thereby became and now are the legal personal representatives of the said Margaret Falcon, and as such are entitled to her one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, And that the said Timothy Moordaff long since departed this life having first duly made his Will and thereof appointed the said Complainants Martha Moordaff, John Peat, and Joseph Pearson Executors and Executrix, and that they have duly proved the same in the proper Ecclesiastical Court and are thereby become and now are the legal personal representatives of the said Timothy Moordaff, and as such entitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, And that the said Abraham Sibson some time ago departed this life intestate and that Jane Sibson in the said Bill named obtained Letters of Administration of his personal Estate and Effects to be granted to her by and out of the proper Ecclesiastical Court and that she thereby became his legal personal representative and as such entitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, And that the said John Hetherington some time since departed this life having first duly made and published his Will and thereof appointed the said Complainants William Hetherington and John Hetherington Executors and that they duly proved such Will in the proper Ecclesiastical Court and that they thereby became the legal personal representatives of the said John Hetherington deceased and as such entitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, and that the said William McMillan some time since departed this life having first made his Will and thereof appointed the said Complainant Mary McMillan Executrix and that the said Mary McMillan duly proved such Will in the proper Ecclesiastical Court and thereby became his legal personal representative and as such entitled to his one thirty second part of such Ship or Vessel and the earnings and profits thereof, but this Defendant is unable as to his information or otherwise to make any answer to the several matters aforesaid further than that this Defendant has been informed and believes that the several deaths have respectively taken place, And this Defendant further answering saith he believes it to be true though he is unable to state it of his own knowledge to be true that from and after the several and respective times when the several and respective changes took place in the Ownership of the said Vessel and the profits and earnings thereof up to the month of April one thousand eight hundred and twenty one, the said Complainants and the said Frances Danson and Jane Sibson but not this Defendant continued to be and were joint owners and Proprietors of the said Ship or

Vessel and were entitled to the earnings and profits thereof in the shares and proportions in the said Bill of Complaint in that behalf mentioned, And that the said Defendant Frances Danson but not this Defendant as representing the said John Danson continued to be and was entitled to his seven thirty second parts and shares thereof, but whether the said Complainants Dorothy Falcon and Isabella Falcon were each of them respectively entitled to one thirty second part or share thereof as representing the said Thomas Falcon of Eskmeals and Thomas Falcon of Workington respectively or in what way they were so entitled, or whether the said Complainants Michael Falcon and John Steel or either of them were or was entitled to one thirty second part or share thereof as representing the said Timothy Moordaff or in what way they were so entitled, or whether the said Jane Sibson was entitled to one thirty second part or share thereof as representing the said Abraham Sibson or in what way she was so entitled, or whether the said Complainants William Hetherington and John Hetherington or either of them were entitled to one thirty second part or share thereof as representing the said John Hetherington deceased or in what way they were so entitled, or whether the said Complainant Mary McMillan was entitled to one thirty second part or share thereof as representing the said William McMillan or in what way she was so entitled, this Defendant is unable to state as to his information or otherwise, And this Defendant further answering saith he has been informed and believes that upon or soon after the death of the said John Danson but when in particular he is unable in any manner to state, the said Frances Danson with the consent of the Owners of the said Vessel possessed herself of all and every of the Books, papers, documents, and writings relating to the said Ship or Vessel, and that she took upon herself the management of the concerns thereof and that she received the proceeds, earnings, and profits arising from the employment of the said Ship or Vessel and that she thereout made the necessary payments and disbursements, and that she kept all the accounts relating to the said Ship and the employment thereof, but this Defendant is unable to state as to his information or otherwise whether in keeping such accounts she continued the same from the foot of the accounts which had been kept by the said John Danson in his life time, And this Defendant further answering saith he has been informed and believes that the said Frances Danson acted or continued to act in all respects as Ship's Husband from the time of the death of the said John Danson until the month of December one thousand eight hundred and twenty or January one thousand eight hundred and twenty one, And this Defendant further saith and admits it to be true that during such period the said Ship or Vessel made several Voyages to various parts of the World, and that considerable earnings or profits were made by the employment thereof, but what earnings and profits the Defendant is unable to state as to his information or otherwise, and this Defendant hath been informed and believes that all such earnings were received by the said Frances Danson except during the last three or four years of the period last mentioned during which time the said Frances Danson received little or nothing as she has informed this Defendant, and as this Defendant believes the fact to be, And this Defendant further answering saith he has been informed and believes that the said Frances Danson did from time to time, but at what times in particular this Defendant is unable to state as to his information or otherwise, make some payments but what payments in particular this Defendant cannot state as to his information or otherwise on account of her receipt of the profits of the said Ship or Vessel to the other Owners of the said Ship or Vessel, but whether the said Complainants or either of them ever received the whole of what was justly due to them in respect to their several and respective Shares of the said Ship or Vessel or whether in the month of April one thousand eight hundred and twenty one the said Frances Danson was ever considerably or otherwise indebted to the said Complainants or either of them in respect of their said Shares this Defendant

is unable to state as to his information or otherwise, And this Defendant further answering saith that he is informed and believes that in or about the month of April one thousand eight hundred and twenty one the said Ship or Vessel was sold, but whether Twenty four thirty second parts of the money arising from the sale thereof were paid to the said Complainants as part owners of the said Vessel according to their several and respective shares and interests therein or whether one thirty second part or share thereof or any other part or share thereof was paid to the said Jane Sibson or whether the remaining seven thirty second parts were retained by the said Frances Danson as legal representative of the said John Danson or otherwise or whether at the time of such sale and payments any examination

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9 January 1822.

was made of the accounts of the said John Danson and the said Frances Danson in relation to their respective receipts and payments on account of the said Ship, this Defendant is altogether unable to state as to his information or otherwise, but he denies it to be true that he ever received any part of the Money produced by the sale of the said Ship or Vessel as representative of his Father the said John Danson or in any other character, And this Defendant further answering saith he has been informed and believes that the said Frances Danson did (but when in particular this Defendant cannot state as to his information or otherwise) state and render an account of her receipts and payments in respect to the said Ship, and that it thereby appeared that the sum of Seventy four pounds nineteen shillings and seven pence farthing or some sum of nearly that amount and no more was then due from her to the Owners of the said Ship, and that the said Complainants were dissatisfied with such statement of account, and also with the accounts of the said Ship and the earnings and profits thereof which had been kept and stated by the said John Danson during his life and continued by the said Frances Danson after his death, and that soon afterwards, but when in particular this Defendant is unable to state as to his information or otherwise, the said Frances Danson at the request of the said Complainants delivered some of the Books, accounts, documents, and writings relating to the said Ship or Vessel and the Voyages thereby made, but whether she delivered all such Books, accounts, documents, and writings or what part thereof she so delivered, and whether the same related to all the Voyages made by the said Vessel since the year One thousand eight hundred and nine or to what particular Voyages the same related, this Defendant cannot state as to his own information or otherwise, to the said Complainant Allison Crosthwaite on behalf of the said Complainants in order that the accounts relating to the said Vessel and the Voyages thereof might be duly investigated and any errors therein rectified, and that the said Complainant Allison Crosthwaite having received such Books, accounts, documents, and writings from the said Frances Danson on behalf of the said Complainants, delivered the same to Thomas Harrison in the said Bill named and directed him to investigate the same and state the errors in the said accounts, and that the said Thomas Harrison did accordingly investigate the said Books, accounts, documents, and writings, and that upon such investigation he discovered that in the accounts relating to the said Ship or Vessel and the Voyages thereof, there were some errors, but whether he discovered and whether the fact is that in the account relating to the said Ship or Vessel and the Voyages thereof which had been kept by the said John Danson during his life and after his death by the said Frances Danson there were numerous errors, overcharges, double charges, and omissions to the prejudice of the Owners of

the said Ship or Vessel, or whether the said Thomas Harrison made a true and correct statement of all or any of such of the said errors as he then discovered or was able to ascertain, this Defendant cannot state as to his information or otherwise, And this Defendant further answering saith that whether by such Statements as in the said Bill is mentioned to have been made by the said Thomas Harrison it appears or whether the fact is that the errors, overcharges, double charges, and omissions in the said accounts to the prejudice of the Owners of the said Vessel which had then been ascertained amounted to the Sum of Eight hundred and seventy nine pounds five shillings and three pence three farthings at least or to what sum they amounted or whether such Statement of errors was by or on behalf of the said Complainants delivered to the said Defendant Frances Danson, or whether she did express herself to be dissatisfied therewith or whether she did afterwards deliver the whole of the said Books, accounts, documents, and writings or any part thereof together with the said Statement of errors so made by the said Thomas Harrison to George Irwin in the said Bill of Complaint named in order that such Books, accounts, documents, and writings might be investigated on her behalf by the said George Irwin in the said Bill named, or whether the said George Irwin did accordingly investigate the said Books, accounts, documents, and writings on the behalf of the said Defendant Frances Danson, or whether thereupon he did discover and admit or whether the fact is that the said accounts contained divers errors, omissions, overcharges, and double charges to the prejudice of the Owners of the said Vessel to the amount in the whole of Eight hundred and seventy pounds five shillings and ten pence, being only Eight pounds nineteen shillings and five pence three farthings less than the amount of errors stated by the said Thomas Harrison, and whether some discussion did afterwards take place between the said Thomas Harrison and George Irwin respecting their aforesaid investigation or whether upon such occasion it was agreed and admitted by and between the said Thomas Harrison and George Irwin or whether the fact is that the said Statement of errors so made out by the said Thomas Harrison was correct as far as the same extended or whether since the said (sic) accounts were investigated by the said Thomas Harrison and George Irwin the said Complainants have discovered or whether the fact is that there were in the said accounts divers or any other errors, omissions, overcharges, and double charges besides the said errors so discovered by them as aforesaid to the prejudice of the Owners of the said Vessel amounting in the whole to upwards of Two hundred pounds or to any other sum of Money, or whether the said Complainants have caused a true or any statement of such further errors to be delivered to the said Defendant Frances Danson, and whether such applications and requests as in the said Bill of Complaint in that behalf mentioned have been made to the said Frances Danson by or on behalf of the said Complainants, or whether she has refused to comply with the same, or whether a Memorandum was on or about the second day of September One thousand eight hundred and twelve or at any other time written in the Ship's Book, or whether the same was in such words and figures or of or to such purport or effect as is in the said Bill of Complaint in that behalf mentioned and set forth or any other Memorandum was so written or whether such Memorandum was signed by the Owners of the said Vessel or any of them, or whether another Memorandum was on or about the ninth day of December One thousand eight hundred and fifteen or at any other time written in the said Ship's Books, or whether it was in such Words and figures or to such purport and effect as is in the said Bill of Complaint in that behalf mentioned and set forth, or whether any other Memorandum was so written, or whether such last mentioned Memorandum was also signed by the Owners of the said Vessel or any of them, or whether the accounts which are in the said Memorandum respectively called the preceding accounts or any of them are the accounts relating to the management and

employment of the said Ship or Vessel and the earnings thereof, or whether notwithstanding the signature of the said Memorandum by the said Owners, the accounts which are herein respectively called the preceding accounts or any of them had ever by any person previously to the signature of the said Memorandums or any of them been in any way investigated or examined, or whether the said Memorandums or any of them were signed by the Owners of the said Vessel or any of them only as receipts of the sums of Money thereby agreed to be divided, or whether after the Vessel was sold as aforesaid and when it became necessary to wind up and settle all the accounts relating thereto, the said Frances Danson did consent and agree that all the accounts of the management and employment of the said Vessel and the earnings thereof from the year One thousand eight hundred and nine up to the time when the said Vessel was sold or up to any other time should be examined and investigated in order to a final settlement thereof, or whether such accounts or any of them were accordingly at any time investigated and examined by the said Thomas Harrison or by the said George Irwin or by any other person on behalf of the said Frances Danson, or whether in the accounts which in the said Memorandums of the second day of September One thousand eight hundred and twelve, and the ninth day of December One thousand eight hundred and fifteen are respectively called the preceding accounts or in any of them, there are divers or any errors, overcharges, double charges, and omissions to the prejudice of the Owners of the said Vessel, or whether amongst the accounts which in the said Memorandum of the second day of September One thousand eight hundred and twelve are called the preceding accounts is the account of the management and employment of the said Vessel and of the earnings thereof and disbursements on account thereof during her Voyage to Fayal, being her first Voyage, or whether in such accounts the said John Danson was and is charged with the sum of One thousand one hundred and ninety seven pounds six shillings and nine pence or with what other sum he is so charged for the freight of the said Vessel earned during the said Voyage, or whether the Freight of the said Vessel really earned during the said Voyage did amount to the sum of One thousand three hundred and two pounds seventeen shillings and two pence or to what it did amount or whether the whole or what part of the said sum of One thousand three hundred and two pounds seventeen shillings and two pence was received by the said John Danson or by any other person or whether the whole or what part thereof ought to have been entered to his debit in the said account, or whether in debiting himself with the sum of One thousand one hundred and ninety seven pounds six shillings and nine pence only as for the freight of the said Voyage, the said John Danson did make an error of the sum of One hundred and five pounds ten shillings and five pence to the prejudice of the Owners of the said Vessel or whether in the said account relating to the said Voyage to Fayal the said John Danson did take credit to himself for the sum of One hundred and fifty six pounds twelve shillings and ten pence or for what sum as salvage paid by him on the freight of the said Vessel and whether the salvage which the said John Danson paid and was entitled to on the said Freight amounted to any or how much more that (=than) the sum of One hundred and thirty seven pounds nine shillings and two pence or whether the said John Danson by taking credit for the said sum of One hundred and fifty six pounds twelve shillings and ten pence did make an overcharge of Nineteen pounds three shillings and eight pence in the said account to the prejudice of the said Owners, or whether besides the specific errors in the said Bill of Complaint charged the said account of the management and employment of the said Vessel and the earnings thereof and the disbursements on account thereof during her said Voyage to Fayal and the several other accounts which in the said Memorandum of the second day of September One thousand eight hundred and twelve are called preceding accounts or any of them contain or contains divers or any errors, omissions, and

overcharges or error, omission, and overcharge to the prejudice of the said Owners of the said Vessel to a very large or any amount, or whether amongst the other accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are called the preceding accounts are not the accounts of the freight of the said Vessel and the disbursements on account thereof during a Voyage to Ireland and Trinidad, or whether the said Voyage was the eighth Voyage of the said Vessel or whether in such accounts the Owners of the said Vessel are charged with three several sums of One hundred and thirty nine pounds three shillings and eight pence, Twenty six pounds fourteen shillings and six pence, and Eighteen pounds six shillings and five pence, or with what other sum they are charged as for disbursements made on account of the said Ship at Belfast and Cove in Ireland or on any other account, or whether the disbursements in respect of which the said charges are made or any part thereof were in Irish Currency or whether by charging for the same in English Currency an overcharge to the prejudice of the said Owners of the said Vessel is made in the said account to the amount of the sum of Fourteen pounds seven shillings and one penny or to any other amount, or whether amongst the other accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are called the preceding accounts is not also an account of the Freight and disbursement of and on account of the said Vessel during a Voyage to Ireland and Bedeque, or whether such last mentioned Voyage was the ninth Voyage of the said Vessel, or whether in such account the Owners of the said Vessel are charged with four several sums of Three hundred and fifty nine pounds nine shillings and three pence, Thirty pounds sixteen shillings and three pence, Sixteen pounds nineteen shillings and nine pence, and Fourteen pounds three shillings and one penny, or which any other sum or sums of money as for disbursements made on account of the said Vessel at Belfast, Cove, and Crookhaven in Ireland or on any other account, or whether such charges respectively or any of them are made in English Currency or whether the disbursements in respect of which the same charges are made or any part thereof were in Irish Currency or whether by charging for the same in English Currency an overcharge to the prejudice of the Owners of the said Vessel is made in the said account to the amount of Thirty one pounds nine shillings and a penny or thereabouts or to any other amount, or whether amongst the accounts which in the said Memorandum are called the preceding accounts there is any account of the Freight and disbursements of and on account of the said Vessel during a Voyage from Bristol to Trinidad and back to Bristol, or whether the said last mentioned Voyage was the eleventh Voyage of the said Vessel, or whether in the said account the Owners of the said Vessel are credited with the sum of Two thousand two hundred and forty seven pounds or with any other sum of money as for the freight of the said Vessel during the said Voyage, or whether the freight of the said Vessel really earned during the said Voyage did amount to Two thousand two hundred and ninety four pounds eleven shillings and one penny or to what the same did amount, or whether such last mentioned sum of money is Forty seven pounds eleven shillings and one penny or how much more than the sum for which credit is given in respect thereof, or whether in the several accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are mentioned or referred to under the name of preceding accounts or in any of them there are besides the overcharges in the said Bill of Complaint particularly charged divers or any other charges or overcharges or any errors and omissions or error and omission to the prejudice of the Owners of the said Vessel, or whether any settlement or pretended settlement of the said accounts relating to the said Ship was made on the twenty sixth day of October One thousand eight hundred and fourteen or in the year One thousand eight hundred and eighteen, or whether the last memorandum which was ever signed

by the Owners of the said Ship or any of them was the said Memorandum of the ninth day of December One thousand eight hundred and fifteen, or whether the said Defendant Frances Danson has ever to any person acknowledged and admitted that a large or any sum of Money was owing to the said Complainants or any of them as the Owners of the said Vessel for the freight and earnings thereof received by the said John Danson during his life or on any other account, this Defendant is unable to state as to his information or otherwise further than is hereinbefore and hereinafter stated, and further than that this Defendant was once informed by the said George Irwen that some of the accounts relating to the affairs of the said Ship had been investigated, but that the errors discovered by him the said George Irwen were very few and trifling, And this Defendant further answering saith he has been informed and believes that the said Jane Sibson hath for some valuable consideration, but what in particular this Defendant is unable to state, assigned all her share of the undivided earnings of the said Ship or Vessel to the said Frances Danson, but whether she has absolutely released the said Frances Danson and this Defendant or either of them from all claims and demands in respect to the accounts kept by the said John Danson and Frances Danson or either of them, this Defendant is unable to state as to his information or otherwise, and this Defendant denies it to be true that he hath ever acknowledged and admitted that a large or any sum of money was owing to the said Complainants or any or either of them as the Owners of the said Vessel for the Freight and earnings thereof received by the said John Danson during his life or on any other account, And this Defendant further answering saith he is unable as to his information or otherwise to set forth a full, true, and particular account of all and every the goods and chattels, personal Estate and Effects which the said John Danson was possessed of, interested in, or entitled to at the time of his death or of the particulars whereof the same consisted or the nature, kinds, qualities, quantities, full and true and utmost value of all and every of such particulars, and this Defendant denies it to be true that all or any parts of such personal Estate and Effects have been received by this Defendant or by any person on his behalf, but this Defendant believes that the said Frances Danson has received the whole of them, and this Defendant is entirely ignorant of all particulars relating to the same inquired after by the said Bill of Complaint further than as already appears in this his answer, And this Defendant further saith he is unable as to his information or otherwise to set forth a full, true, and particular or any account of all and every the funeral and testamentary expences of the said John Danson or of the Debts owing by him at the time of his death, And this Defendant further answering saith he admits it to be true that since the death of the said John Danson the said Frances Danson has acted as sole Manager of the said Ship or Vessel up to the beginning of the year One thousand eight hundred and twenty one, but what profits and earnings thereof she received or what payments or disbursements she made thereout during that period, or whether after such payments a large or what surplus of such earnings now remains in her hands which ought to be divided amongst the Owners of the said Vessel according to their respective interests therein, this Defendant is unable to state as to his information or otherwise, And this Defendant further answering saith he does not claim to be interested in the profits and earnings of the said Vessel in respect of the seven thirty second shares thereof which belonged to the said John Danson further than is hereinbefore stated, And this Defendant admits it to be true that he has acted as Master of the said Vessel from about the month of February One thousand eight hundred and ten to about the month of February One thousand eight hundred and seventeen, but this Defendant positively denies it to be true that the said John Danson in his life and the said Frances Danson since his death or either of them have or hath colluded with this Defendant to the prejudice of the Owners of the said Ship or that this Defendant hath so colluded with them or

either of them or that the said John Danson and Frances Danson respectively or either of them in the management and employment of the said Vessel allowed and paid to this Defendant as Master of the said Vessel or otherwise divers and considerable or any sums or sum of money to which he was not justly entitled, for this Defendant saith that the only monies he ever received from the said John Danson or the said Frances Danson were such as were sufficient for providing his clothes and furnishings, a little pocket money, and which were in amount and manner of payment the same as he had received before he became Master of the said Vessel, and were not paid to him as wages as such Master of the said Vessel, but as an allowance from Parent to Child, And this Defendant denies all and so forth. [signature:] William Danson.

This Answer was taken and the above named William Danson the Defendant was duly sworn to the truth thereof upon the Holy Evangelists at the office of Joseph Dawson situated in Temple Court in the Parish of Liverpool in the County of Lancaster on the second day of January in the third year of the reign of his Majesty King George the fourth and in the year of our Lord One thousand eight hundred and twenty three by virtue of the Commission hereunto annexed.

Before us [signatures:] Jos. Dawson, Jn<sup>o</sup>. Ferguson Jr.

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George the Fourth by the Grace of God of the United Kingdom of Great Britain & Ireland King Defender of the Faith, to Joseph Thompson, Isaac Thompson, George Sand, ... Christopher Stannop, Silas Saul, George Saul, and Thomas Falcon Gentlemen, Greeting, Whereas Michael Falcon and others, Complainants, have lately exhibited their Bill of Complaint before our Court of Chancery against Frances Danson, Defendant, And Whereas we have by our writ lately commanded the said Defendant to appear before us in our said Chancery at a certain day now past to answer the said Bill, know ye that we have given unto you, any three or two of you full Power and Authority to take the Answer of the said Defendant to the said Bill and therefore we command you any three or two of you that at such certain day and place as you shall think fit you go to the said Defendant if she cannot conveniently come to you and take her Answer to the said Bill on her Corporal Oath upon the Holy Evangelists to be Administered by you any three or two of you the said Answer being distinctly and plainly wrote upon Parchment and when you shall have so taken it, you are to send the same closed up under the seal of you any three or two of you unto us in our said Chancery without delay wheresoever it shall then be together with this Writ, Witness ourself at Westminster the first day of March in the fourth year of our Reign ...

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The execution of this Commission appears in certain Schedules hereunto annexed. [signatures:] Isaac Thompson, C. Stannop. Gatty, Clk.

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27 March 1823.

In Chancery,

The Answer of Frances Danson one of the Defendants of the Bill of Complaint of Michael Falcon, John Steel, David Fletcher, Dorothy Falcon, Allison Crosthwaite, Matthey Russell, William Hetherington and John Hetherington, Christopher Hurd, John Peat, James Brown, John Christian Curwen, Sarah Wylde, Robert Fletcher, Mary McMillan, Joseph Pearson, Martha Moordaff, Isabella Falcon, and John Wilson, Complainants.

This Defendant now and at all times hereafter saving and reserving to herself all and all manner of benefit and advantage of exception that can be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said Bill of Complaint contained or Answers thereunto or to so much thereof as she is advised it is material or necessary for her to answer, Saith she believes it to be true that in or about the year One thousand eight hundred and nine, the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, together with John Danson, Thomas Falcon of Eskmeals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, and William McMillan since deceased in the said Bill mentioned, built at their joint expense and were the joint owners and proprietors of the Ship or Vessel called the Frances in the said Bill mentioned, And that the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat and the said Thomas Falcon of Eskmeals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, William McMillan, and John Danson were interested in and entitled to the said Ship or vessel and the earnings and profits to be thereby made in the shares and proportions in that behalf in the said Bill mentioned, And this Defendant further answering saith she admits it to be true that William Danson the son of the said John Danson the other Defendant in the said Bill named was the Master of the said vessel and that the said John Danson was appointed the Ships Husband of the said Ship or Vessel and that he was by the other owners of the said ship or vessel entrusted with the management of all the concerns and other business relating to the said vessel and the employment thereof and that he received and paid divers sums of money on account thereof and kept all the Books and Accounts relating thereto, And this Defendant further answering saith she believes that the first voyage made by the said vessel was in the month of February one thousand eight hundred and ten, And she admits it to be true that from that period up to the time of the death of the said John Danson, the said Ship or vessel made divers voyages to various parts of the world, but how many voyages and to what parts of the world this Defendant is unable to state as to her knowledge, remembrance, information, or belief for the reason hereinafter mentioned, And this Defendant further answering saith she admits it to be true that during such period very considerable earnings and profits were derived from the employment of the said vessel in some of such voyages, and that all such earnings and profits were received by the said John Danson, but in which of such voyages and to what amount such earnings were so derived, she is unable to state as to her knowledge, remembrance, information, or belief for the reason hereinafter mentioned, And this Defendant further answering saith she admits it to be true that the said John Danson did from time to time pay some sums of money on account of the said profits and earnings to the said Complainants and the other owners of the said Ship or vessel, but she says that such payments were made upon accounts stated as hereinafter mentioned, and not as payments on account from time to time, And this Defendant further

answering saith that she is unable for the reason hereinafter mentioned to state as to her knowledge, remembrance, information, or belief at what times in particular and in what sums in particular such payments were made, further than that on the second day of September One thousand eight hundred and twelve, the said John Danson paid to each of the owners of the said vessel the sum of Twenty one pounds for each one thirty second share, And this Defendant further answering saith she is unable to state as to her knowledge, remembrance, information, or belief whether at the time of the death of the said John Danson a considerable or any balance or sum of money on account of such earnings and profits or on any other account was due and owing from him to the other owners or owner of the said Ship or vessel, And this Defendant further saith she admits it to be true that the said John Danson departed this life on or about the month of May One thousand eight hundred and fourteen, having first duly made and published his last Will and Testament bearing date in the year One thousand eight hundred and fourteen but without either day or month, and that he thereof appointed this Defendant and the said William Danson Executrix and Executor and that since the death of the said Testator this Defendant hath alone duly proved his said Will in the proper Ecclesiastical Court, power being reserved to the said William Danson to prove the said Will if he shall think proper, and that she hath thereby become and now is his legal personal representative, and that she has possessed herself of and received the personal Estate and Effects of the said John Danson to a large Amount and to an amount more than sufficient to pay and satisfy his funeral and testamentary expenses and debts, but whether to an amount more than sufficient to pay and satisfy the balance or sum if any owing to the said Complainants, this Defendant is unable to state, inasmuch as the amount of such Balance is not stated in the said Bill, And this Defendant does not know the amount thereof of any such debt there be, but which this Defendant denies to be the case, And this Defendant further answering saith she admits it to be true that she has in fact long since paid and satisfied all and every the said Testators funeral and testamentary expenses and all his debts except the said debt in the said Bill claimed to be due to the said Complainants, And this Defendant further answering saith that the said John Danson by his said Will bequeathed his seven thirty second shares of the said Ship or vessel to this Defendant for life or so long as she should continue a Widow and after her death or marriage to be divided equally between his Children and therefore she admits it to be true that upon the death of the said Testator, she this Defendant and the said William Danson as Legatees under the Will of the said Testator became entitled to his seven thirty second shares of the said vessel and the earnings thereof, And this Defendant further answering saith she believes it to be true that the said Thomas Falcon of Eskmeals is dead, but when he died or whether he died intestate this Defendant is unable in any manner to state, nor can this Defendant in any manner state whether the said Complainant Dorothy Falcon did ever obtain Letters of Administration of his personal Estate and Effects to be granted to her or whether she is now his legal personal representative or whether as such she is entitled to his one thirty second part or share or to any other part or share of the said ship or Vessel and the earnings and profits thereof, And this Defendant further answering saith she believes it to be true that the said Thomas Falcon of Workington is dead, but when he died or whether he first duly made his last Will and Testament in writing and thereby appointed the said Complainant Isabella Falcon Executrix or whether she ever proved such Will or whether she is not the legal personal representative of the said Thomas Falcon of Workington or whether as such she is entitled to his one thirty second part or share or to any part or share of the said ship or vessel and the earnings and profits thereof, this Defendant is unable in any manner to state, And this Defendant further saith she believes it to be true that the said Margaret Falcon is dead, but when she died or

whether she first duly made her Will and thereof appointed the said Complainants Michael Falcon and John Steel Executors or whether they or either of them ever proved her said Will or whether they are or either of them now is the legal personal representatives or representative of the said Margaret Falcon or whether as such they or either of them are entitled to one thirty second part or share or to any part or share of the said Ship or vessel and the earnings and profits thereof, this Defendant is unable in any manner to state, And this Defendant further answering saith she believes it to be true that the said Timothy Moordaff is dead, but when he died or whether he first duly made his Will and thereof appointed the said Complainants Martha Moordaff, John Peat, and Joseph Pearson or either of them Executrix and Executors or whether they or either of them ever proved the said Will or whether they are or either of them is now the legal personal representatives or representative of the said Timothy Moordaff and as such entitled to his one thirty second part or share or to any part or share of the said ship or vessel and the earnings and profits thereof, this Defendant is unable in any manner to state, And this Defendant further answering saith she believes it to be true that the said Abraham Sibson is dead intestate, and that Jane Sibson in the said Bill named obtained Letters of Administration of his personal Estate and Effects to be granted to her and did thereby become his legal personal representative and as such entitled to his one thirty second part or share of the said Ship or Vessel and the earnings and profits thereof, And this Defendant further saith she believes it to be true that the said John Hetherington is dead, but when he died or whether he first duly made and published his Will and thereby appointed the said Complainants William Hetherington and John Hetherington or either of them Executors or Executor or whether they or either of them ever proved his Will or whether they or either of them thereby became his legal personal representatives or representative and as such entitled to his one thirty second part or share or to any part or share of the said ship or vessel and the earnings and profits thereof, this Defendant is unable in any manner to state, And this Defendant further answering saith that she believes it to be true that the said William McMillan is dead, but when he died or whether he first made his Will and thereof appointed the said Complainant Mary McMillan Executrix or whether she duly proved such Will or whether she thereby became his legal personal representative and as such or in any other way entitled to his one thirty second part or share or any part or share of the said Ship or vessel and the earnings and profits thereof, this Defendant is unable in any manner to state, And this Defendant further answering saith that by reason of her ignorance of the facts above answered to as to the vesting of the Interest of deceased partners, she is unable to state whether from and after the several and respective times when the said several and respective changes took place in the ownership of the said Ship or vessel and the earnings and profits thereof up to the month of April one thousand eight hundred and twenty one or from or up to any other times or time, the said Complainants and this Defendant and the said Jane Sibson continued to be or were the joint owners and proprietors of the said ship or vessel or whether they were entitled to the earnings and profits thereof in the share and proportions in the said Bill in that behalf mentioned, but it is her belief that such of the said Complainants as were original holders of share and not the representatives of deceased share holders she believes continued to be and were so entitled, And this Defendant further saith that the said Defendant William Danson never was a share holder nor entitled to any of the earnings and profits of the said ship or vessel, but that this Defendant as representative of the said John Danson continued and was entitled to his seven thirty second parts or shares, And this Defendant further saith she is unable in any manner to state whether the said Dorothy Falcon and Isabella Falcon or whether the said Michael Falcon and John Steel or whether the said Martha Moordaff, John Peat, and Joseph Pearson, or whether

the said William Hetherington and John Hetherington, or whether the said Mary McMillan or any of them were respectively entitled as in the said Bill in that behalf is mentioned, but she believes it to be true that the said Jane Sibson as representative of the said Abraham Sibson was entitled to one thirty second part or share of the said vessel and the earnings thereof, And this Defendant further answering saith she admits it to be true that immediately upon the death of the said John Danson she possessed herself of all and every the Books, papers, documents, and writings relating to the said Ship or vessel, but she says that to such possession there was no consent of the other owners of the said vessel expressed, And this Defendant further saith she admits it to be true that she took upon herself the management of the concerns of the said vessel and received the proceeds, earnings, and profits arising from the employment of the said ship or vessel and thereout made the necessary payments and disbursements and kept all the Accounts relating to the said Ship and the employment thereof up to the month of March or of April in the year One thousand eight hundred and eighteen, since which time this Defendant has made no payments on account thereof nor has she received anything on account thereof, And this Defendant further saith she believes it to be true that in keeping such Accounts she continued the same from the foot of the Accounts which had been kept by the said John Danson in his life time, And she says that she acted and continued to act in all respects as Ships Husband from the time of the death of the said John Danson until the month of January or February in the year one thousand eight hundred and twenty one, but not until the month of April in that year as in the said Bill is erroneously stated, And this Defendant further answering saith she admits it to be true that during such period the said ship or vessel made several voyages to various parts of the world and that very considerable earnings and profits were made by the employment thereof, but what were such earnings and profits this Defendant for the reason hereinafter mentioned is unable in any manner to state, And this Defendant further saith that up to the month of March or April one thousand eight hundred and eighteen such earnings and profits were received by her, but since that period she has received none, And this Defendant further saith that up to the last mentioned period, she from time to time made some payments on account of the said earnings and profits to the other owners of the said ship or vessel, but what particular payments and at what particular times such payments were made, this Defendant is unable in any manner to state for the reason hereinafter mentioned, further than that she admits that on the twenty sixth day of October one thousand eight hundred and fourteen she paid Twenty five pounds to each owner of the vessel for each one thirty second part or share thereof, on the ninth day of December one thousand eight hundred and fifteen Forty two pounds for every such share and in the month of April one thousand eight hundred and eighteen Fifteen pounds for every thirty second share, but she says her such payment on the ninth day of December one thousand eight hundred and fifteen was made upon an Account stated as hereinafter mentioned and not as a payment on account from time to time, And this Defendant further answering saith that in the month of January or of February one thousand eight hundred and twenty one an account was rendered by this Defendant of her management of the Affairs of the said vessel at which time it appeared as the fact was that only a balance of Seventy pounds or of Eighty pounds but whether the sum of Seventy four pounds nineteen shillings and seven pence farthing exactly this Defendant does not recollect was then due from this Defendant on such Accounts and which sum of money was then in the hands of Edward Nelson, a broker at Liverpool, and has since by him been paid over as this Defendant has been informed and believes to the said Complainant Allison Crosthwaite who was appointed Ships Husband at the time this Defendant rendered her accounts and therefore this Defendant says that all the said Complainants have received the whole of what was justly due to them in

respect of their several and respective shares of the said ship or vessel and that in the month of April one thousand eight hundred and twenty one this Defendant was not indebted in any amount to the said Complainants or either of them in account of their or either of their shares, but this Defendant saith she is unable to state in any manner further than as hereinbefore stated when in particular the said Complainants received the whole of what was justly due to them, for she saith that in the month of January of February one thousand eight hundred and twenty one the said Complainant Allison Crosthwaite was appointed by some of the owners of the said vessel on behalf of themselves and the other owners Ships Husband of the said vessel and about that time this defendant delivered to him the Ships Register and Book of Accounts to which this Defendant has never since had access and that a few weeks after such appointment the said Complainant Allison Crosthwaite came with the said Complainant Matthew Russell to the house of this Defendant and under pretense of requiring some particular information relative to the Affairs of the said vessel asked this Defendant to shew them what papers and Accounts she had and that the daughter of this Defendant thereupon produced a Handkerchief containing various Accounts and paper writings relative to private matters of this Defendant as well as to the Affairs of the said vessel and that the said Matthew Russell took the said Handkerchief from this Defendants said daughter and carried the same away without examining them and against the Will and remonstrance of this Defendant and which Accounts and papers have never yet been returned to this Defendant and she is therefore unable to make any further or other answer to the several matters of Account hereinbefore and hereinafter mentioned than is hereinbefore and hereinafter set forth, And this Defendant further answering saith that in the month of April one thousand eight hundred and twenty one certain of the shares of the said vessel, being as this Defendant believes twenty four thirty second shares thereof, were sold, but not the whole of the said Vessel inasmuch as this Defendants shares were not sold, And this Defendant saith that in or about the Month of April one thousand eight hundred and twenty one she was informed and believes the fact to have been that a negotiation had been entered into for the sale of the said vessel and about the same time this Defendant was given to understand that the said Complainant Allison Crosthwaite to whom the intended purchaser was to pay the purchase money and to whom he had actually given security for the purchase money or for some part thereof, intended, if this Defendant assigned her seven thirty second parts or shares of the said vessel to the said purchaser, to retain in his hands the purchase money for the said seven thirty second parts or shares of this Defendant in order to answer the demand made against this Defendant by the said Complainants, and therefore she this Defendant refused to make an Assignment of her seven thirty second shares and determined to retain the same, And this Defendant further saith she is unable to state as to her belief or otherwise whether the whole or any part of the money arising from the sale of such parts of the said Vessel as were sold was paid to the said Complainants as part owners of the said vessel according to their several and respective interests therein, but this Defendant denies it to be true that any part of such purchase money was retained by this Defendant and to the best of her knowledge, information, and belief, she denies it to be true that any part or share thereof was paid to the said Jane Sibson, And this Defendant further answering saith she is unable to state as to her knowledge, remembrance, information, or belief whether at the time of such sale and payment any settlement was made of the Accounts of the said John Danson and this Defendant in relation to their respective receipts and payments on account of the said Ship, but she says that she was no party to such accounts at that time, for she had stated and rendered such her accounts at the time hereinbefore in that behalf mentioned, And this Defendant further answering saith her said Accounts were so as aforesaid rendered to the owners of the said

vessel or some of them at a meeting held at the House of this Defendant at the time aforesaid, and she positively denies it to be true that the said complainants or either of them appeared to be nor does this Defendant believe that they or either of them were dissatisfied with such statements of account or with the accounts of the said ship and the earnings and profits thereof which had been kept and stated by the said John Danson during his life and continued by this Defendant upon his death, but on the contrary this Defendant saith that the Accounts of the said John Danson were never entered upon and the Accounts of this Defendant were only rendered and examined from the time of the preceding division of profits in December one thousand eight hundred and fifteen, up to which period they had been examined and finally settled, and as to such Accounts as were rendered by this Defendant and examined by the said Complainants, the said Complainants or some of them and in particular the said Complainants David Fletcher and Michael Falcon expressed themselves perfectly satisfied and with the conduct of this Defendant, And this Defendant further answering saith she denies it to be true that soon afterwards or at any time she this Defendant at the request of the said Complainants or either of them delivered all or any part of the Books, accounts, documents, and writings relating to the said ship and the voyages thereby made since the year one thousand eight hundred and nine to the said Complainant Allison Crosthwaite on behalf of the said Complainants in order that the Accounts relating to the said vessel and the voyages thereof might be duly investigated and any errors therein rectified, although she admits that she did as hereinbefore mentioned deliver the ships register and Book of Accounts to the said Complainant Allison Crosthwaite when he was approved Ships Husband as aforesaid in order to enable him to continue the Accounts of the said ship, And this Defendant further answering saith that the said Complainant Allison Crosthwaite having obtained possession of the ships register and Book of Accounts and of the various other Accounts and documents in manner hereinbefore mentioned, she has heard and believes that he delivered the same to Thomas Harrison in the said Bill named for investigation, but whether he gave such directions to him as in the said Bill are mentioned, this Defendant is unable to state as to her belief or otherwise, And this Defendant further answering saith she has heard and believes that the said Thomas Harrison did investigate the said Book of Accounts, documents, and writings, but she denies it to be true to the best of her knowledge, information, remembrance, and belief that in the accounts relating to the said ship or vessel and the voyages thereof which had been kept by the said John Danson during his life and after his death by the said Defendant there are numerous or any errors, overcharges, double charges, or omissions to the prejudice of the owners of the said ship or vessel and therefore she says she does not believe it to be true that the said Thomas Harrison discovered any such, although she had heard and believes that some statement of some errors which he pretended to have discovered therein was made by him, And this Defendant further answering saith she has never seen the said statement of the said Thomas Harrison and therefore she is unable to state what appeared thereby, but she denies it to be true that any errors, overcharges, double charges, and omissions in the said Accounts to the prejudice of the owners of the said vessel have been ascertained amounting to the sum of Eight hundred and seventy nine pounds five shillings and three pence three farthings at the least, And this Defendant further denies it to be true that such statement of errors as in the said Bill in that behalf is mentioned was by or on behalf of the said Complainants delivered to this Defendant or that she expressed herself to be dissatisfied therewith or that she did afterwards or ever deliver the whole of the said Books, accounts, documents, and writings or any part thereof, together with the said Statement of errors so as in the said Bill is mentioned to have been made by the said Thomas Harrison, to George Irven in the said Bill named for any purpose whatsoever, for she

says that the said Books, accounts, documents, and writings have never been in her possession since the said Complainant Allison Crosthwaite got them into his possession as hereinbefore mentioned, And this defendant further saith she has heard and believes that her son-in-law John Foster applied to the said George Irven to investigate the said Accounts on her behalf and that the said George Irven did accordingly investigate the said Books, accounts, documents, and writings which were for that purpose delivered to him as she has been informed and believes by the said Complainant Allison Crosthwaite upon an express understanding that this Defendant should not be allowed to get possession of them or even to see them, And this Defendant further saith that the said George Irven hath delivered to this Defendant a statement of errors which he supposed to exist in the said Accounts amounting in the whole to Eight hundred and seventy pounds five shillings and ten pence, but this Defendant denies it to be true that in fact the said Accounts contained divers or any errors, omissions, overcharges, and double charges to the prejudice of the owners of the said vessel to that amount or to any other amount, and she saith that when the said George Irven delivered to her his said statement she entered into an explanation of the Accounts with him from which it appeared he had made various errors in his said statement and on his calculating the same it appeared and he so expressed himself that there was little or nothing against her this Defendant, And this Defendant further answering saith she is unable to state as to her belief or otherwise whether any discussion ever took place between the said Thomas Harrison and the said George Irven respecting their aforesaid investigation or whether it was thereupon agreed and admitted by and between them that the said statement so made out by the said Thomas Harrison was correct so far as the same extended, but this Defendant denies it to be the fact for the reasons hereinbefore mentioned that the said Statement of errors in the said Bill mentioned to have been made out by the said Thomas Harrison was correct so far as the same extended,

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And this Defendant further answering saith she denies it to be true that the said Jane Sibson hath for any valuable consideration assigned all her Share of the Undivided Earnings of the said Ship or Vessel to this Defendant or that she hath absolutely released this Defendant and the said Defendant William Danson or either of them from all Claims and Demands in respect of the said Accounts so kept as aforesaid by the said John Danson and this Defendant or either of them, And this Defendant further answering saith that to the best of her knowledge, information, and belief, she denies it to be true that since the said Accounts were investigated as aforesaid by the said Thomas Harrison and George Irven, the said Complainants have discovered or that the fact is that besides the Errors in the said Bill stated to have been discovered by them there are in the said Accounts divers or any other Errors, Omissions, Overcharges, and Doublecharges to the prejudice of the Owners of the said Vessel amounting in the whole to Two hundred pounds or any other Sum, And this Defendant denies it to be true that the said Complainants have caused a true or any Statement of such further Errors to be delivered to this Defendant or that such applications and requests as in the said Bill of Complaint in that behalf are mentioned or any other requests or applications to such effect have been made to this Defendant by or on behalf of the said Complainants, And this Defendant further answering saith she admits it to be true that a Memorandum was on or about the Second day of September One thousand eight hundred and

twelve written in the Ships Book and that the same was in such words and figures and of or to such purport or effect as in the said Bill of Complaint in that behalf are mentioned, and that such Memorandum was signed by some of the owners of the said Vessel, but by which of them this Defendant is unable to state, the said Ships Book being in the possession of the said Complainant Allison Crosthwaite, And this Defendant further admits it to be true that another Memorandum was on or about the Ninth day of December One thousand eight hundred and fifteen written in the Ships Book and that the same was in such words and figures and to such purport and effect as in the said Bill of Complaint in that behalf is mentioned, And that such last Memorandum was also signed by some of the owners of the said Vessel, but by which this Defendant is unable to state for the reasons hereinbefore mentioned, And this Defendant further admits it to be true that the Accounts which are in the said Memorandums respectively called the preceding accounts are the accounts relating to the management and employment of the said Ship or Vessel and the Earnings thereof, but she denies it to be true that notwithstanding the signature of the said Memorandums by the said Owners as aforesaid, the Accounts which are therein respectively called the preceding Accounts had never previously to the signature of the said Memorandums been in any way investigated or examined, for she saith that the said Complainant Michael Falcon was called in on the days on which the said Memorandums bear date respectively or on the days respectively previous thereto to investigate and examine, and that he did accordingly investigate and examine the Accounts which are therein respectively called the preceding Accounts previously to the signature of the said Memorandums by the said Owners as aforesaid, and that he wrote the said Memorandums in the Ships Book, and upon those occasions expressed himself perfectly satisfied with such accounts, And this Defendant verily believes that the said Complainant Michael Falcon so examined the said accounts on behalf of himself and the other owners of the said Vessel, And this Defendant further answering saith she denies it to be true that the said Memorandums or either of them were or was signed by the owners of the said Vessel or any of them only as receipts for the Sums of Money thereby agreed to be divided, for she says that the same were so signed by the said owners as aforesaid in evidence of their assenting to the said accounts as there set forth, And that the same were settled and concluded, And this Defendant saith that such form is and has generally been used by the owners of Vessels belonging to the port of Workington, to which port the said Ship called the Frances belonged, and that the same is and always has been considered as a complete and final Settlement of the Accounts of such Vessels up to the date of such Memorandums, And this Defendant further answering saith she denies it to be true that after the said Vessel was sold as aforesaid, and when as by the said Bill is alledged it became necessary to wind up and settle all the accounts relating thereto, she this Defendant consented and agreed that all the Accounts of the Management and Employment of the said Vessel and of the Earnings thereof from the year One thousand eight hundred and nine up to the time when the said Vessel was sold or up to any other time should be examined and investigated in order to a final settlement thereof, And this Defendant further denies that such accounts or any of them were accordingly ever examined and investigated by the said Thomas Harrison or by any other person on behalf of the said Complainants or either of them, and afterwards by the said George Irven or by anyone else on behalf of this Defendant, for this Defendant says that such Examinations were not in consequence of the consent and agreement of this Defendant, And this Defendant further answering saith she denies it to be true to the best of her knowledge, remembrance, information, and belief that in the accounts which in the said Memorandums of the Second day of September One thousand eight hundred and twelve and Ninth day of December One thousand eight hundred and fifteen are respectively called the

preceding accounts or in any or either of them, there are divers or any Errors, Overcharges, Doublecharges, and omissions to the prejudice of the owners of the said Vessel, And this Defendant further saith she admits it to be true to the best of her knowledge, remembrance, information, and belief that amongst the Accounts which in the said Memorandum of the Second day of September One thousand eight hundred and twelve are called the preceding accounts, there is the account of the management and employment of the said Vessel and of the earnings thereof and disbursements thereof during her Voyage to Fayal, being her first Voyage, and that in such account the said John Danson was and is charged with the sum of one thousand one hundred and ninety seven pounds six shillings and nine pence for the Freight of the said Vessel earned during the said Voyage, but this Defendant to the best of her knowledge, remembrance, information, and belief denies it to be true that the Freight of the said Vessel really earned during the said Voyage amounted to the Sum of One thousand three hundred and two pounds seventeen shillings and two pence or to any other Sum of Money than One thousand one hundred and ninety seven pounds six shillings and nine pence, or that the whole or any part of the said Sum of One thousand three hundred and two pounds seventeen shillings and two pence other than the sum of One thousand one hundred and ninety seven pounds six shillings and nine pence was received by the said John Danson or by any other person, and therefore this Defendant saith that no more than the said Sum of One thousand one hundred and ninety seven pounds six shillings and nine pence ought to have been entered to his debit in the said account, and that in debiting himself with the Sum of One thousand one hundred and ninety seven pounds six shillings and nine pence only as for the Freight of the said Vessel, the said John Danson did not make an error of the Sum of One hundred and five pounds ten shillings and five pence to the prejudice of the owners of the said Vessel, And this Defendant further answering saith that to the best of her knowledge, remembrance, information, and belief she admits it to be true that in the same Account relating to the said Voyage to Fayal, the said John Danson took credit to himself for the Sum of One hundred and fifty six pounds twelve shillings and ten pence as Salvage paid by him on the Freight of the said Vessel, but she denies it to be true to the best of her knowledge, remembrance, information, and belief that the Salvage which the said John Danson paid and was entitled to on the said Freight amounted to no more than the Sum of One hundred and thirty seven pounds nine shillings and two pence, for she says that it amounted as she believes to One hundred and fifty six pounds twelve shillings and ten pence, and therefore she denies it to be true that the said John Danson by taking credit for the said Sum of One hundred and fifty six pounds twelve shillings and ten pence made an overcharge of Nineteen pounds three shillings and eight pence in the said Account to the prejudice of the said owners, And this Defendant further saith that to the best of her knowledge, remembrance, information, and belief she denies it to be true that the several accounts which in the said Memorandum of Second day of September One thousand eight hundred and twelve are called preceding accounts or any of them do or doth contain divers or any Errors, omissions, and overcharges or error, omission, or overcharge to the prejudice of the owners of the said Vessel to a large or any amount in the whole, And this Defendant further answering saith that to the best of her knowledge, remembrance, information, and belief she denies it to be true that amongst the other Accounts which in the said Memorandum of the ninth day of December One thousand eight hundred and fifteen are called the preceding Accounts is the Account of the Freight of the said Vessel and the Disbursements on account thereof during a Voyage to Ireland and Trinidad, and that such Voyage was the Eighth Voyage of the said Vessel, and that in such account the owners of the said Vessel are charged with three several sums of One hundred and thirty nine pounds three shillings and eight

pence, Twenty six pounds fourteen shillings and six pence, and Eighteen pounds six shillings and five pence as for Disbursements made on account of the said Ship at Belfast and Cove in Ireland, and that the Disbursements in respect of which the said Charges are made were in Irish Currency, but this Defendant saith she has been informed and believes that previous to the Entry of such Disbursements in the said Accounts the difference between the payments in English and Irish Currency was calculated and the reduced amount only was charged in the said Account, and therefore this Defendant denies that by charging for the same in English Currency an Overcharge to the prejudice of the owners of the said Vessel is made in the said account to the Amount of Fourteen pounds seven shillings and one penny or to any other Amount, And this Defendant further answering saith that to the best of her knowledge, remembrance, information, and belief she admits it to be true that amongst the other Accounts which in the said Memorandum of Ninth day of December One thousand eight hundred and fifteen are called the preceding Accounts is also an Account of the Freight and Disbursements of and on account of the Vessel during a Voyage to Ireland and Bedique, and that such last mentioned Voyage was the ninth voyage of the said Vessel, and that in such Accounts the owners of the said Vessel are charged with four several sums of Three hundred and fifty nine pounds nine shillings and three pence, Thirty pounds sixteen shillings and three pence, Sixteen pounds nineteen shillings and nine pence, and Fourteen pounds three shillings and one penny as for Disbursements made on account of the said ship at Belfast, Cove, and Crookhaven in Ireland, and that such Charges respectively are made in English Currency, and that the Disbursements in respect of which the same charges were made were in Irish Currency, but this Defendant says she has been informed and believes that previous to the Entry of such Disbursements in the said Account, the difference between the payments in English and Irish Currency was calculated and the reduced amount was only charged in the said Account, and therefore this Defendant denies that by charging for the same in English Currency an overcharge to the prejudice of the owners of the said Vessel is made in the said Account to the Amount of Thirty one pounds nineteen shillings and one penny or to any other amount, And this Defendant further answering saith that to the best of her knowledge, remembrance, information, and belief she admits it to be true that amongst the Accounts which in the said Memorandum are called the preceding Accounts there is also an account of the Freight and Disbursements of and on account of the said Vessel during a Voyage from Bristol to Trinidad and back to Bristol, and that such last mentioned Voyage was the Eleventh Voyage of the said Vessel, and that in such Account the owners of the said Vessel are credited with the Sum of Two thousand two hundred and forty seven pounds as for the Freight of the said Vessel during the said Voyage, but this Defendant to the best of her knowledge, remembrance, information, and belief denies it to be true that the Freight really earned by the said Vessel during the said Voyage amounted to the Sum of Two thousand two hundred and ninety four pounds eleven shillings and one penny or to any other sum than Two thousand two hundred and forty seven pounds, And this Defendant further answering saith that to the best of her knowledge, remembrance, information, and belief she denies it to be true that in the several Accounts which in the said Memorandum of the Ninth day of December One thousand eight hundred and fifteen are mentioned and referred to under the name of the preceding Accounts or in any of them there are divers or any overcharges or overcharge and many or any Errors and omissions or Error and omission to the prejudice of the owners of the said Vessel, And this Defendant humbly submits to this Honorable Court that the said Memorandums ought to be considered as Evidence that the said Accounts therein mentioned were stated and settled accounts and that the same ought not to be opened, and she prays that she may have the same benefit thereof as if she had pleaded the same as stated Accounts inasmuch as

she is unable so to do by reason of the said Complainants Allison Crosthwaite and Matthew Russell having taken from her the said accounts in manner aforesaid, And this Defendant further saith that to the best of her knowledge, remembrance, information, and belief, a Dividend of Twenty five pounds for each one thirty second share of the said Vessel was paid by this Defendant on the Twenty sixth day of October One thousand eight hundred and fourteen to the several owners of the said Vessel or some of them and that upon that occasion the said Complainant Michael Falcon entered a Memorandum in the Ships Book in the words and figures or to the effect following, that is to say, "Workington 26<sup>th</sup> Oct<sup>r</sup>. 1814 Received this day a Dividend on account of the profits of the Brig Frances, leaving the Accounts to be hereafter investigated and settled, Fifty pounds for 1/16 Share", and which was signed by the owners of the said Vessel or some of them, but by which this Defendant is unable to state for the reasons hereinbefore mentioned, And this Defendant further saith that to the best of her knowledge, remembrance, information, and belief a Dividend of Fifteen pounds for each one thirty second share was paid by this Defendant in the Month of April One thousand eight hundred and eighteen to the several owners of the said Vessel or some of them and that upon that occasion, the Ships Book being in Liverpool, the said Complainant Michael Falcon wrote on a Sheet of Paper a Memorandum to the same effect as the last mentioned Memorandum with the variation of date and amount of Dividend, and which was signed by the owners of the said Vessel or some of them, but by which this Defendant is unable to state for the reasons hereinbefore mentioned, And this Defendant further saith she admits it to be true that no Settlement or pretended Settlement of the said Accounts relating to the said Ship except such as are hereinbefore mentioned was made on the Twenty sixth day of October One thousand eight hundred and fourteen or in the year One thousand eight hundred and eighteen, but she says the accounts examined and settled and stated on the Ninth day of December One thousand eight hundred and fifteen included the accounts up to twenty sixth day of October One thousand eight hundred and fourteen, and that all the accounts since December One thousand eight hundred and fifteen were examined and approved of by the said Complainants or some of them in the month of January or February One thousand eight hundred and twenty one as hereinbefore mentioned, And this Defendant further saith she denies it to be true that the last Memorandum which was ever signed by the owners of the said Ship or any of them was the said Memorandum of the Ninth day of December One thousand eight hundred and fifteen, for she saith that the said owners or some of them did as hereinbefore mentioned sign a Memorandum in the year One thousand eight hundred and eighteen, and which last mentioned Memorandum was either given by this Defendant to the said Complainant Allison Crosthwaite with the said Ships Register and Book of Accounts, or was taken from her with the other accounts in manner hereinbefore mentioned, And this Defendant further answering saith she denies it to be true that she frequently or ever acknowledged and admitted that a large or any Sum of Money was owing to the said Complainants or either of them as the owners of the said Vessel for the Freight and Earnings thereof received by the said John Danson during his life or on any other Account further than as appeared by the said Ships Book at the time of the death of the said John Danson, And this Defendant further saith she humbly submits to this Honorable Court that she is not bound under the circumstances of this Case to set forth the Accounts of the said Testator John Danson's Estate required by the said Bill of Complaint, inasmuch as the said Complainants have not established that anything is due to them from his Estate, but this Defendant hereby submits to be examined touching the same in any manner this Honorable Court shall direct, And this Defendant further answering saith she admits it to be true that she has since the death of the said John Danson up to the time hereinbefore in that behalf mentioned

acted as sole Manager of the said Ship or Vessel and has received during that period all the Earnings and Profits thereof and has thereout made all the necessary payments and Disbursements, but she denies it to be true that after such payments a large or any Surplus of such Earnings does now remain in her hands or that there is any such surplus except what is hereinbefore in that behalf mentioned, And this Defendant further answering saith she denies it to be true that she has frequently or ever acknowledged or admitted or that the truth is that divers considerable or any Sums of Money except the said Sum of Seventy pounds or Eighty pounds hereinbefore mentioned to have been in the hands of the said Edward Nelson and by him paid over to the said Complainant Allison Crosthwaite were owing from her to the owners of the said Vessel on account of her receipts and payments in respect thereof since the year One thousand eight hundred and fifteen or on any other account, And this Defendant further saith she denies it to be true that the said John Danson in his lifetime and this Defendant since his death or either of them have or hath colluded with the said Defendant William Danson to the prejudice of the owners of the said Ship, or that they respectively or either of them in the management and employment of the said Vessel allowed and paid to the said Defendant William Danson as Master or otherwise divers considerable or any sums or sum of money to which he was not justly entitled, And this Defendant denies all and all manner of unlawful combination and confederacy in and by the said Complainants' said Bill of Complaint charged; without that, that there is any other Matter, Cause, or Thing in the Complainants' said Bill of Complaint contained material or effectual for this Defendant to make answer unto and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed, or denied is true to the knowledge and belief of this Defendant, All which Matters and Things this Defendant is ready and willing to ever maintain and prove as this Honorable Court shall direct, and humbly prays to be hence dismissed with her reasonable Costs and Charges in the Law in this behalf most wrongfully sustained. –  
The Mark of

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Frances Danson.

This Answer was taken and the above named Frances Danson Defendant was duly sworn to the truth thereof upon the Holy Evangelists at His Majesty's Gaol in the City of Carlisle in the County of Cumberland on the Nineteenth day of March in the Fourth year of the Reign of His Majesty King George the Fourth and in the year of our Lord One thousand eight hundred and twenty three by virtue of the Commission hereunto annexed, the same having been first read over and fully explained by us to the said Defendant Frances Danson who appeared perfectly to understand the same and made her mark before us. [signatures:] Isaac Thompson, C. Stannop.

C 13/812

fol. 1

George the Fourth by the Grace of God of the United Kingdom of Great Britain and Ireland King defender of the Faith, to Joseph Thompson, Isaac Thompson, Richard Spear, John Thompson, and Thomas Falcon, Gentlemen, Greeting. Whereas Michael Falcon and others, Complainants, have lately exhibited their Bill of Complaint before us in our Court of Chancery against Frances Danson and Mary Danson, Defendants, And whereas we have by our writ lately commanded the said Defendants to appear before us in our said Chancery at a certain day now past to answer the

said Bill, know ye that we have given unto you any three or two of you full power and authority to take the answers of the said Defendants to the said Bill, and therefore we command you any three or two of you that at such certain days and places as you shall think fit you go to the said Defendants if they cannot conveniently come to you and take their answers to the said Bill on their Corporal Oaths upon the Holy Evangelists to be administered by you any three or two of you, the said Answers being distinctly and plainly wrote upon parchment, and when you shall have so taken them, you are to send the same closed up under the Seals of you any three or two of you unto us in our said chancery without delay, wheresoever the same shall then be, together with this writ. Witness ourself at Westminster the twenty eighth day of May in the fifth year of our Reign. [signatures:] Gifford, Hanmer.

fol. 1v

The Execution of this Commission appears on certain Schedules hereunto annexed. [signatures:] Isaac Thompson, John Thompson.

fol. 2

5 July 1824.

In Chancery

The Answer of Frances Danson one of the Defendants to the amended Bill of Complaint of Michael Falcon, John Steel, David Fletcher, Dorothy Falcon, Allison Crosthwaite, Matthew Russell, William Hetherington and John Hetherington, Christopher Hurd, John Peat, James Brown, John Christian Curwen, Sarah Wylde, Robert Fletcher, Mary McMillan, Joseph Pearson, Martha Moordaff, Isabella Falcon, and John Wilson.

This Defendant saving and reserving to herself as in and by her former Answer she hath saved and reserved for Answer to the said Complaints said amended Bill of Complaint or to so much thereof as she is advised it is material or necessary for her to answer, Saith that she admits it to be true that Mary Danson another Defendant in the said amended Bill named as Purchaser from Jane Sibson who represented Abraham Sibson was entitled to one thirty second or Share of the Vessel in the said Bill named, but this Defendant believes that no part or Share of the Money arising from the Sale of the said Vessel was paid to the said Mary Danson as such Purchaser as aforesaid, And this Defendant further answering saith she admits it to be true that in or about the Month of January or of February One thousand eight hundred and twenty one, she this Defendant stated and rendered an account of her Receipts and Payments in respect of the said Ship, but she denies it to be true that she soon afterwards at the request of the said Complainants or either of them delivered the books of account relating to the said Ship or Vessel and the Voyages thereby made since the year One thousand eight hundred and nine to the said Complainant Allison Crosthwaite on behalf of the said Complainants in order that the accounts relating to the said Vessel and the Voyages thereof might be duly investigated and any Errors therein rectified, And this Defendant further answering saith she cannot set forth as to her knowledge, remembrance, information, or belief except as she has already set forth in her former Answer to the said Bill whether Thomas Harrison in the said Bill mentioned did at any time inform the said

Complainants or either of them that he was in want of further information respecting the Accounts in the said Bill in that behalf mentioned or whether therefore the said Complainants Allison Crosthwaite and Matthew Russell or either of them called upon this Defendant and asked her if she had any Papers or Documents which would afford explanation respecting the accounts of the said Ship, but this Defendant denies it to be true that upon occasion she produced two paper bags containing papers or that she declared that the papers in her former Answer stated to have been produced to the said last mentioned Complainants in a handkerchief were all she had belonging to the said Ship or that that such papers related solely to the accounts of the said Ship or that she ever delivered such papers or any of them to the said last mentioned Complainants or either of them that the same or any of them might be used in the investigation of the accounts, for she says that some of the papers which she produced in manner in her former Answer stated related to matters of a private nature unconnected with the said Ship and that all of them were detained by the said last mentioned Complainants against the Will of this Defendant, And this Defendant further answering saith she denies it to be true that the Statement of Errors in the said Bill of Complaint stated to have been made by Thomas Harrison in the said Bill mentioned was by or on behalf of the said Complainants communicated to this Defendant, or that she expressed herself to be dissatisfied with the said Statement of Errors, or that thereupon or upon any other occasion the said Complainants or either of them proposed that she should procure some accountant to examine the said accounts on her behalf, And this Defendant further answering saith she denies it to be true that soon afterwards or at any time, she this Defendant or John Foster in the said Bill mentioned at her request, with her authority, or on her behalf employed George Irvin in the said Bill mentioned, an Accountant, to investigate and examine the said Books, Documents, Accounts, and Writings or any of them on her behalf or to compare the same with the said Statement or Errors made as is alledged in the said Bill by the said Thomas Harrison, but this Defendant admits it to be true that the said John Foster her Son-in-Law applied to the said George Irvin who is a relation of the said John Foster's to investigate the said accounts but without the knowledge or sanction of this Defendant, and this Defendant further saith she is unable as to her belief or otherwise to state what particular Documents were delivered to the said George Irvin, And this Defendant further answering saith she admits it to be true that since the death of the said John Danson up to the month of January or of February One thousand eight hundred and twenty one, but not since, she has acted as sole Manager of the said Ship or Vessel and has received divers Sums of Money on account thereof or of the Earnings or Profits thereof, the particulars of which this Defendant is unable to state as to her belief or otherwise for the reasons in her former Answer stated, And this Defendant further saith she admits it to be true that the Sum of Twenty pounds was remitted to her by Edward Nelson of Liverpool in the said Bill mentioned sometime in or about the Month of February One thousand eight hundred and twenty one and was received by her this Defendant, and this Defendant saith that such sum was so remitted to this Defendant at her request in order to enable her to pay a demand of the said Complainant David Fletcher for ropes supplied by him for the use of the said Ship, and which demand amounting to Seventeen pounds or Eighteen pounds or thereabouts, she accordingly paid by means of the said remittance, And this Defendant further saith she has never received any Sum of Money except the said Sum of Twenty pounds on account of the said Ship or Vessel since she ceased to act in the management of the affairs of the said Vessel, And this Defendant denies all and all manner of unlawful combination and confederacy in and by the said Bill charged; without that, that there is any other Matter, Cause, or Thing in the Complainants' said amended Bill of Complaint contained material or effectual in the Law for this Defendant to

make answer unto and not herein and hereby well and sufficiently answered, avoided, traversed, or denied is true to the knowledge and belief of this Defendant, All which Matters and Things this Defendant is ready and willing to aver, maintain, and prove as this Honorable Court shall direct, and humbly prays to be hence dismissed with her reasonable Costs and Charges in the Law, in this behalf most wrongfully sustained.

her  
Frances X Danson  
Mark

This Answer was taken and the above named Frances Danson the Defendant was duly sworn to the truth thereof upon the Holy Evangelists at the office of Messieurs Joseph and Isaac Thompson situate in Curwen Street in Workington in the County of Cumberland on the Seventh day of June in the year of our Lord One thousand eight hundred and twenty four by virtue of the Commission hereunto annexed, the same having been first read over and fully explained by us to the said Defendant Frances Danson who appears perfectly to understand the same and who made her Mark before us. [signatures:] Isaac Thompson, John Thompson.

fol. 3

5 July 1824.

In Chancery.

The Answer of Mary Danson, one of the Defendants to the Original and amended Bill of Complaint of Michael Falcon, John Steel, David Fletcher, Dorothy Falcon, Allison Crosthwaite, Matthew Russell, William Hetherington and John Hetherington, Christopher Hurd, John Peat, James Brown, John Christian Curwen, Sarah Wylde, Robert Fletcher, Mary McMillan, Joseph Pearson, Martha Moordaff, Isabella Falcon, and John Wilson, Complainants.

This Defendant now and at all times hereafter saving and reserving to herself all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said Bill of Complaint contained, for answer thereunto or to so much thereof as she is advised it is material for her to answer, saith she has heard and believes it to be true that in or about the year One thousand eight hundred and nine, the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, together with John Danson, Thomas Falcon of Eskmeals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, and William McMillan in the said Bill mentioned since deceased built at their joint expence and were the joint owners and proprietors of the Ship or Vessel in the said Bill called the Frances, And that William Danson another of the Defendants to the said Bill, the son of the said John Danson, was the Master thereof, And that the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat, and the said Thomas Falcon of Eskmeals, Thomas Falcon of Workington, Margaret Falcon, Timothy Moordaff, Abraham Sibson, John Hetherington, William McMillan, and John Danson were interested in

and entitled to the said ship or vessel and the earnings and profits to be thereby made in the shares and proportions in the said Bill of Complaint in that behalf particularly mentioned, And that the said John Danson was appointed the Ships Husband of the said ship or vessel called the Frances, and that he was by the other Owners of the said ship or vessel intrusted with the management of all the concerns and business relating to the said vessel and the employment thereof, and that he received and paid divers sums of money on account thereof and kept all the books and accounts relating thereto, And this Defendant further answering saith that she had heard and believes that the said ship or vessel made no voyage prior to the beginning of the year One thousand eight hundred and ten, but that from and after that period up to the time of the death of the said John Danson, the said Ship or vessel made divers voyages to various parts of the world, but how many in particular this Defendant is unable in any manner to state, And this Defendant further saith that she has heard and believes that during such period as aforesaid very considerable earnings and profits, but to what amount this Defendant is unable to state, were derived from the employment of the said vessel in such voyages respectively, and that all such earnings and profits were received by the said John Danson, and that he did from time to time, but at what times in particular this Defendant is unable in any manner to state, pay some sums of money, but what particular sums this Defendant is unable in any manner to state, on account thereof to the said Complainants the other owners of the said Ship or vessel, but this Defendant is unable in any manner to state whether at the time of the death of the said John Danson a considerable or any balance or sum of money on account of such earnings and profits or on any other account was due and owing from him to the other owners or owner of the said ship or vessel, And this Defendant further answering saith she admits it to be true that in or about the month of May One thousand eight hundred and fourteen, the said John Danson departed this life, having first duly made and published his last Will and Testament, and that the same was without date, and that he appointed Frances Danson another Defendant in the said Bill named, and the said William Danson Executrix and Executor of the said Will and that since the death of the said John Danson the said Frances Danson has alone duly proven his said Will in the proper Ecclesiastical Court and become and now is the legal personal representative, and that power is reserved to the said William Danson to prove the said Will if he shall think proper, And this Defendant further answering saith it may be true for any thing she this Defendant knows to the contrary that the said Thomas Falcon of Eskmeals sometime since departed this life intestate and that the said Complainant Dorothy Falcon obtained Letters of Administration of his personal Estate and Effects to be granted to him by and out of the proper Ecclesiastical Court and thereby became and now is the legal personal representative and as such entitled to his one thirty second part or share of the said Ship or vessel and the profits and earnings thereof, And that the said Thomas Falcon of Workington some time since died having first duly made and published his last Will and Testament in writing and thereof appointed the said Complainant Isabella Falcon Executrix, And that she duly proved such Will in the proper Ecclesiastical Court and thereby became and now is the legal personal representative of the said Thomas Falcon of Workington, and as such entitled to his one thirty second part or share of the said Ship or vessel and the earnings and profits thereof, And that the said Margaret Falcon some time since departed this life having first duly made her Will and thereof appointed the said Complainants Michael Falcon and John Steel Executors, and that they duly proved the same in the proper Ecclesiastical Court and thereby became and now are the legal personal representatives of the said Margaret Falcon, and as such are entitled to her one thirty second part or share of the said ship or vessel and the earnings and profits thereof, And that the said Timothy Moordaff long since departed this life

having first duly made his Will and thereof appointed the said Complainants Martha Moordaff, John Peat, and Joseph Pearson Executrix and Executors, and that they have duly proved the same in the proper Ecclesiastical Court and are thereby become and now are the legal personal representatives of the said Timothy Moordaff, and as such entitled to his one thirty second part or share of the said ship or vessel and the earnings and profits thereof, And that the said Abraham Sibson some time since departed this life intestate and that the said Jane Sibson in the said Bill named obtained Letters of Administration of his personal Estate and Effects to be granted to her by and out of the proper Ecclesiastical Court, and that she thereby became his legal personal representative and as such entitled to his one thirty second part or share of the said ship or vessel and the earnings and profits thereof, And that the said John Hetherington some time since departed this life having first duly made and published his Will and thereof appointed the said Complainants William Hetherington and John Hetherington Executors and that they duly proved such Will in the proper Ecclesiastical Court and that they thereby became the legal personal representatives of the said John Hetherington deceased, and as such entitled to his one thirty second part or share of the said Ship or vessel and the earnings and profits thereof, And that the said William McMillan some time since departed this life having first made his will and thereof appointed the said Complainant Mary McMillan Executrix, And that the said Mary McMillan duly proved such will in the proper Ecclesiastical Court and thereby became his legal personal representative and as such entitled to his one thirty second part or share of the said Ship or vessel and the earnings and profits thereof, but this Defendant is unable as to her information or otherwise to make any answer to the several matters aforesaid further than that this Defendant has been informed and believes that the several deaths have respectively taken place and that the said Jane Sibson has obtained such Letters of Administration and is such legal personal representative, And this Defendant further answering saith she admits it to be true that the said Jane Sibson afterwards sold and transferred her one thirty second part or share of the said ship or vessel and all the earnings and profits thereof to this Defendant, and that this Defendant is now entitled thereto, And this Defendant further saith it may be true for any thing she knows to the contrary that from and after the several and respective times when the said several and respective changes took place in the ownership of the said ship or vessel and the earnings and profits thereof, the said Complainants and the said Frances Danson and this Defendant but not the said William Danson as this Defendant believes continued to be and were the joint owners and proprietors of the said ship or vessel and were entitled to the earnings and profits thereof in the shares and proportions in the said Bill in that behalf particularly mentioned and particularly that the said Complainants David Fletcher, Michael Falcon, John Christian Curwen, Allison Crosthwaite, John Wilson, Sarah Wylde, Robert Fletcher, Matthew Russell, Christopher Hurd, James Brown, and John Peat continued to be and were entitled to their several respective original shares thereof for any thing this Defendant knows to the contrary, And this Defendant further saith she believes it to be true that the said Frances Danson but not the said William Danson as representing the said John Danson continued to be and was entitled to his seven thirty second parts or shares thereof, And that this Defendant as purchased from the said Jane Sibson who represented the said Abraham Sibson was entitled to one thirty second part or share thereof, And this Defendant further answering saith she is unable to state though she admits it may be true for any thing she knows to the contrary that the said Complainants Dorothy Falcon and Isabella Falcon as representing the said Thomas Falcon of Eskmeals and Thomas Falcon of Workington were each of them entitled to one thirty second part or share thereof, And that the said Complainants Michael Falcon and John Steel as representing the said Margaret Falcon were

entitled to one thirty second part or share thereof, And that the said Complainants Martha Moordaff, John Peat, and Joseph Pearson as representing the said Timothy Moordaff were entitled to one thirty second part or share thereof, And that the said Complainants William Hetherington and John Hetherington as representing the said John Hetherington deceased were entitled to one thirty second part or share thereof, And that the said Complainant Mary McMillan as representing the said William McMillan was entitled to one thirty second part or share thereof, And this Defendant further answering saith she has heard and believes that upon or soon after the death of the said John Danson the said Frances Danson possessed herself of all the books, papers, documents, and writings relating to the said ship or vessel and took upon herself the management of the concerns thereof and received the proceeds, earnings, and profits thereof arising from the employment of the said Ship or vessel and thereout made the necessary payments and disbursements and kept all the accounts relating to the said Ship and the employment thereof up to the month of March or of April One thousand eight hundred and eighteen, but not since has (=as) this Defendant has been informed and believes, And this Defendant further saith that she has heard and believes that in keeping such accounts the said Frances Danson continued the same from the foot of the accounts which had been kept by the said John Danson in his life time and that she acted and continued to act in all respects as Ships Husband from the time of the death of the said John Danson until the month of January or of February One thousand eight hundred and twenty one soon after which period the said ship or vessel was sold or some of the shares thereof except that after the said month of March or of April One thousand eight hundred and eighteen she did not receive the profits and earnings arising from the employment of the said Ship or vessel, And this Defendant has heard and believes that from the death of the said John Danson to the said month of January or of February One thousand eight hundred and twenty one, the Ship or vessel made several voyages to various parts of the world and very considerable profits were made by the employment thereof, and that such profits and earnings were received by the said Frances Danson up to the said month of March or of April One thousand eight hundred and eighteen, but not since, and that she did from time to time, but when in particular this Defendant is unable in any manner to state, make some payments, but what payments this Defendant is unable in any manner to state, on account thereof to the other owners of the said ship or vessel, but this Defendant is altogether unable to state whether the said Complainants or either of them ever received the whole of what was justly due to them in respect of their several and respective shares of the said ship or vessel or whether in the month of April One thousand eight hundred and twenty one the said Frances Danson was considerably or to any extent indebted to the said Complainants or either of them in respect of their or either of their shares, And this Defendant further answering saith she admits it to be true that on or about the month of April One thousand eight hundred and twenty one, some of the shares in the said Ship or vessel were sold, but not the whole of the said Shares in the said vessel, but whether twenty four thirty second parts of the money arising from the sale thereof were paid to the said Complainants as part owners of the said vessel according to their several and respective shares and interests therein, this Defendant is unable in any manner to state, And this Defendant further saith she denies it to be true that one thirty second share thereof or any part or share thereof was paid to this Defendant as purchaser from the said Jane Sibson nor does this Defendant believe that the said Jane Sibson ever received any part of the said purchase money on account of the said one thirty second part or share, And this Defendant further answering saith she is unable to state whether or no at the time of such sale and alledged payment any settlement was made of the Accounts of the said John Danson and the said Frances Danson in relation to their respective

receipts and payments on account of the said Ship, but this Defendant has heard and believes that in or about the month of January or of February One thousand eight hundred and twenty one, the said Frances Danson stated and rendered an account of her receipts and payments in respect of the said ship whereby as this Defendant has heard and believes a balance of Seventy pounds or thereabouts was due from her to the owners of the said ship, but whether the said Complainants were or not dissatisfied with such statement of account and also with the accounts of the said ship and the earnings and profits thereof which had been kept and stated by the said John Danson during his life and continued by the said Frances Danson after his death, this Defendant is unable in any manner to state, And this Defendant further answering saith she has heard and believes that the said Complainant Allison Crosthwaite was appointed Ships Husband to the said Ship or vessel in the beginning of the year One thousand eight hundred and twenty one, at which time as this Defendant believes, the said Frances Danson delivered to him the Ships register book and book of Accounts and that a few weeks after such appointment and delivery the said Complainant Allison Crosthwaite came with the said Complainant Matthew Russell to the house of the said Frances Danson, where this Defendant then was, and under pretence of requiring some particular information relative to the Affairs of the said vessel asked the said Frances Danson to shew them what papers and accounts she had, and thereupon this Defendant produced a handkerchief containing various accounts and paper writings relating to private matters of the said Frances Danson as well as to the Affairs of the said vessel and the said Matthew Russell took the handkerchief from this Defendant and carried the same away without examining the contents thereof, and against the Will and remonstrance both of this Defendant and of the said Frances Danson, And this Defendant further saith that except as hereinbefore stated, she does not believe that the said Frances Danson at any time at the request of the said Complainants or either of them delivered the Books of Account relating to the said ship or vessel and the voyages thereby made since the year One thousand eight hundred and nine to the said Complainant Allison Crosthwaite on behalf of the said Complainants in order that the Accounts relating to the said vessel and the voyages thereof might be duly investigated and any errors therein rectified, And this Defendant further answering saith she has heard and believes that the said Complainant Allison Crosthwaite delivered some of the accounts relating to the said Ship or vessel to Thomas Harrison in the said Bill mentioned for the purpose of having the said Accounts investigated by him and having any errors therein stated by him, but this Defendant is unable in any manner to state whether the said Thomas Harrison did soon afterwards or at any time inform the said Complainants or either of them that he was in want of further information respecting the same or whether thereupon the said Complainants Allison Crosthwaite and Matthew Russell or either of them called upon the said Frances Danson and asked her if she had any papers or documents which would afford explanation respecting the accounts of the said ship except as this Defendant has hereinbefore stated, And this Defendant further saith she denies it to be true to the best of her knowledge that upon any occasion the said Frances Danson produced two paper bags containing papers for she says that the only occasion upon which as this Defendant believes the said Frances Danson ever produced any papers to the said Complainants Allison Crosthwaite and Matthew Russell was that hereinbefore mentioned, when a handkerchief was produced containing papers, And this Defendant further saith she denies it to be true to the best of her knowledge, remembrance, and belief that the said Frances Danson declared that the papers contained in the said handkerchief were all she had belonging to the said Ship, And this Defendant also denies it to be true that such papers related solely to the Accounts of the said ship, for she says that many of them related to private matters quite unconnected with the Accounts of the said ship, And this

Defendant also denies it to be true that the said Frances Danson ever delivered such papers of any of them to the said Allison Crosthwaite and Matthew Russell or either of them that the same or any of them might be used in the investigation of the Accounts, but on the contrary this Defendant saith that the said papers were detained by the said last mentioned Complainants from the said Frances Danson and this Defendant against the Will and remonstrance of the said Frances Danson and of this Defendant, And this Defendant further answering saith it may be true for any thing she knows to the contrary that the said last mentioned Complainants delivered such papers to the said Thomas Harrison and this Defendant has heard that the said Thomas Harrison has investigated the said Books, accounts, documents and writings but whether upon such investigation he discovered or whether the fact is that the accounts relating to the said ship or vessel and the voyages thereof which had been kept by the said John Danson during his life time and after his death by the said Francis Danson there were numerous or any errors, overcharges, double charges, and omissions to the prejudice of the owners of the said ship or vessel, or whether the said Thomas Harrison made a true and correct statement of all or any of such of the said errors as he then discovered or was able to ascertain if any such there were or whether by such statement it appeared or whether the fact is that the errors, overcharges, double charges, and omissions in the said Accounts to the prejudice of the owners of the said vessel which had been ascertained amounted to the sum of Eight hundred and seventy nine pounds five shillings and three pence three farthings at the least or to any other sum of money, this Defendant is unable in any manner to state further than that she has heard that the said Thomas Harrison made out some statement of errors which he alledged he had discovered to exist in the said Accounts, And this Defendant further answering saith she has heard and believes that the said Books, documents, accounts, and writings together with the said statement of errors were delivered to George Irvin in the said Bill mentioned, who investigated the same and made some statement of errors which he alledged existed in the said Accounts to the amount as this Defendant has heard and believes of Eight hundred and seventy pounds five shillings and ten pence, but this Defendant believes that upon an explanation being given to the said George Irvin by the said Frances Danson, he the said George Irvin declared that he had made various errors in his statement and that in the said Accounts there was nothing against the said Frances Danson, And this Defendant further answering saith that she knows nothing of the said Accounts or of the transactions relating to them beyond what she has hereinbefore stated, and therefore she is unable to make an further or other answer respecting them, And this Defendant further answering saith she denies it to be true that she has frequently or ever to any one acknowledged and admitted that a large or any sum of money was owing to the said Complainants or either of them as the owners of the said vessel for the freight and earnings thereof received by the said John Danson during his life or on any other account, And this Defendant further answering saith she has heard and believes that since the death of the said John Danson, the said Frances Danson has up to the month of January or of February One thousand eight hundred and twenty one acted as the sole manager of the said Ship or vessel and has received divers sums of money on account thereof or of the earnings and profits thereof, but what sums in particular she has received or at what time or from whom, this Defendant is unable in any manner to state, And this Defendant further saith that in or about the month of February One thousand eight hundred and twenty one, she this Defendant by the desire of the said Frances Danson wrote to Edward Nelson of Liverpool in the said Bill mentioned desiring him to transmit the sum of Twenty pounds to the said Frances Danson to enable her to pay to the said Complainant David Fletcher a demand he had against the owners of the said Ship or vessel amounting to Seventeen pounds or Eighteen pounds for ropes supplied for the use of

the said ship or vessel and which sun of Twenty pounds this Defendant admits it to be true was thereupon remitted to the said Frances Danson by the said Edward Nelson and was received by the said Frances Danson and by her applied in payment of the said demand of the said Complainant David Fletcher, And this defendant further saith that she believes the said Frances Danson has received no other sum of money whether on account of the said ship or vessel except the said sum of Twenty pounds since she ceased to act in the management of the Affairs of the said ship or vessel, And this Defendant denies all and all manner of unlawful combination and confederacy in any by the said Bill charges; without that, that there is any other matter, cause, or thing in the Complainants' said Bill of Complaint contained material or effectual in the law for this Defendant to make answer unto and not herein and hereby well and sufficiently answered, avoided, traversed, or denied is true to the knowledge and belief of this Defendant, All which matters and things this Defendant is ready and willing to aver, maintain, and prove as this Honorable Court shall direct, and humbly prays to be henceforth dismissed with her reasonable costs and charges in the law in this behalf most wrongfully sustained. [signature:] Mary Danson.

This Answer was taken and the above named Mary Danson the Defendant was duly sworn to the truth thereof upon the Holy Evangelists at the Office of Messieurs Joseph and Isaac Thompson situate in Curwen Street in Workington in the County of Cumberland on the Twelfth day of June in the year of our Lord One thousand eight hundred and twenty four by virtue of the Commission hereunto annexed before us. [signatures:] Isaac Thompson, John Thompson.

fol. 4 (small preprinted form)

George the Fourth by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith, to John Whitley, Joseph Mason, David Fletcher Atkinson, Alexander Forrest, John Eden, and Thomas Falcon Gentlemen, Greeting. Whereas Michael Falcon and others, Complainants, have lately exhibited their Bill of Complaint before us in our Court of Chancery against William Danson, Defendant, And Whereas we have by our Writ lately commanded the said Defendant to appear before us in our said Chancery at a certain day now past to answer the said Bill, Know Ye that we have given unto you any three or two of you full power and authority to take the answer of the said Defendant to the said Bill and therefore we command you any three or two of you that at such a certain day and place as you shall think fit you go to the said Defendant if he cannot conveniently come to you and take his answer to the said Bill on his Corporal Oath upon the Holy Evangelists to be administered by you any three or two of you the said Answer being distinctly and plainly wrote upon parchment and when you shall have so taken it you are to send the same closed up under the Seals of you any three or two of you unto us in our said Chancery without delay wheresoever it shall then be together with his Writ, Witness ourself at Westminster the fifth day of March in the fifth year of our Reign.

fol. 4v

The execution of this Commission appears in a certain Schedule hereunto annexed. [signatures:] Jno. Whitley, D. F. (?) Atkinson.

fol. 5

5<sup>th</sup> April 1824.

In Chancery,

The Answer of William Danson one of the Defendants to the amended Bill of Complaint of Michael Falcon, John Steel, David Fletcher, Dorothy Falcon, Allison Crosthwaite, Matthew Russell, William Hetherington and John Hetherington, Christopher Hurd, John Peat, James Brown, John Christian Curwen, Sarah Wylde, Robert Fletcher, Mary McMillan, Joseph Pearson, Martha Moordaff, Isabella Falcon, and John Wilson, Complainants.

This Defendant saving and reserving to himself as in and by his former answer he hath saved and reserved for answer to the said complainants' said amended Bill of Complaint or to so much thereof as he is advised it is material or necessary for him to answer saith that he believes it to be true though he does not know the same, that Mary Danson in the said amended Bill named as purchaser from Jane Sibson who represented Abraham Sibson was entitled to one thirty second part or share of the Vessel in the said Bill named, but whether one thirty second part or share of the money arising from the sale of the said Vessel or any other part or share thereof was paid to the said Mary Danson as such Purchaser as aforesaid or whether in or about the Month of January or February One thousand eight hundred and twenty one or at one time in particular Frances Danson stated and rendered such account as in the said amended Bill in that behalf is mentioned, this Defendant is unable in any manner to state, And this Defendant further answering saith he believes it may be true though he does not know the same, that at the time in the said amended Bill in that behalf mentioned, Thomas Harrison in the said Bill named informed the said Complainants or some of them that he was in want of further information respecting the accounts of the said Vessel and that thereupon the said Allison Crosthwaite and Matthew Russell called on the said Frances Danson and asked her if she had any Papers or Documents which would afford explanation respecting the accounts of the said Ship, and that thereupon the said Frances Danson produced two paper bags containing papers and declared they were all she had belonging to the said Ship and that such papers related solely to the accounts of the said Ship, and that she then delivered such papers to the said Allison Crosthwaite and Matthew Russell that the same might be used in the investigation of the accounts, and that they delivered the same to the said Thomas Harrison who investigated them, And this Defendant further answering saith that some statement of the said Ship's accounts or some of them as made out by the said Thomas Harrison was shown to this Defendant on behalf of the said Complainants or some of them and that he thinks he discovered in the said Ship's accounts as set forth in such Statement what appeared to him to be some errors, but he says he is unable to state as to his knowledge, remembrance, information, or belief whether such statement of errors as in the said Bill is in that behalf mentioned was by or on behalf of the said Complainants communicated to this Defendant and the said Frances Danson or either of them, nor whether he then or at any other time acknowledged and admitted that any of the errors mentioned in the said statement or errors were therein correctly stated, this Defendant having a very indistinct recollection of the circumstances attending the communication of the statement to him, but this Defendant saith he denies it to be true that he then or at any other time acknowledged or admitted that the whole account as made out by the said Thomas Harrison was correctly stated or that the whole of the several errors mentioned in the said Statement of errors if such statement of errors

was ever shewn or communicated to this Defendant were therein correctly stated, And this Defendant further denies it to be true that he then or ever to any person promised to pay the amount of such or any errors or any part of such or any errors or any part thereof, And this Defendant further answering saith he believes though he does not know it to be true that upon the occasion in the said amended Bill mentioned the said Complainants or some of them proposed that the said Frances Danson should procure some Accountant to examine the said accounts on her behalf and that George Irven in the said Bill named was employed by her for such purpose, to whom as this Defendant believes the accounts were entrusted for that purpose, And this Defendant further answering saith he is unable to state as to his knowledge, remembrance, information, or belief what sums of money the said Frances Danson has received since the death of John Danson in the said Bill mentioned on account of the said Vessel or the earnings and profits thereof or whether she has received the sum of Twenty pounds in the said amended Bill particularly mentioned, or any other sum of money in the manner or at the time in the said amended Bill mentioned, And this Defendant denies &c. [signatures:] Wm. Danson, Wm. Loftus Lowndes.

Lincoln Inn March 5<sup>th</sup> 1824.

This Answer was taken and the above named William Danson the Defendant was duly sworn to the truth thereof upon the Holy Evangelists at the Office of Joseph Dawson situate in Temple Court in the Parish of Liverpool in the County of Lancaster on the Twenty fifth day of March in the fifth year of the reign of his Majesty King George the fourth and in the year of our Lord One thousand eight hundred and twenty four by virtue of the Commission hereunto annexed. Before us [signatures:] Jno. Whitley, D. F. (?) Atkinson.

Timeline from the above documents and other sources:

1809 (exact date not given): The original owners of the 32 shares built the Frances at their expense.

1810, February: First voyage of the Frances, to Fayal (Azores), William Danson, Master.

1812, September 2: Memorandum signed by the owners, they were paid a dividend of £ 21 per share. Included accounts of the first voyage, to Fayal.

1814, March 15: A notice in the newspaper *The Cumberland Pacquet* announced the pending sale of a 1/32 share of the "Francis", William Danson, master. Since no other shares changed hands, according to the court documents, this must have been the share then held by Jane, widow of Abraham Sibson, and which she ultimately sold to Mary Danson.

1814, May 13: Death of John Danson, burial May 15 recorded at Workington.

1814, October 26: Memorandum signed by the owners, they were paid a dividend of £ 25 per share.

1815, December 9: Memorandum signed by the owners, they were paid a dividend of £ 42 per share. Included accounts of the eighth voyage, to Ireland (Belfast, Cove, and Crookhaven) and Trinidad, ninth voyage, to Ireland and Bedeque (Prince Edward Island), and eleventh voyage, Bristol to Trinidad and back to Bristol.

1817, February: End of tenure of William Danson as Master, he was replaced by John Danson (his brother, apparently), who arrived in Quebec as the Master of the Frances on June 2, 1818, a few days prior to his marriage there, the marriage record listing his position and the name of the ship. When the brig Frances arrived at the port of Quebec on 29 Aug 1817, as reported in *The Quebec Mercury*, the Master was identified simply as "Danson".

1818, April: Dividend of £ 15 per share was paid, but the Memorandum was on a separate sheet of paper because the Ship's Book was then in Liverpool. Frances Danson testified she had not received any (or any significant) sums relating to the ship since that time – but there is no explanation of that statement, and we know that the younger John Danson was Master of the ship on voyages to St. Vincent's (1819), New Brunswick (1819), and Archangel (Russia) (1820) (all reported in *The Liverpool Mercury*).

1821, January or February: Accounts examined, Frances Danson turns over the books to Allison Crosthwaite, who had just been appointed Ship's Husband. At this time, Frances had reported that something like a total of £ 74 was still undivided among the owners, and that the remaining balance was then in the hands of Edward Nelson, a broker from Liverpool. According to her testimony, this sum was later paid to the owners by Nelson, upon completion of his purchase of 24 of the 32 shares.

- 1821, February or March: A few weeks after the appointment of Allison Crosthwaite as Ship's Husband, he and Matthew Russell called on Frances Danson asking if she had any additional papers relating to the ship. Her daughter Mary Danson produced a handkerchief containing various documents, which Matthew Russell then took with him in spite of objections by Frances and Mary. Also at this time, Frances requested £ 20 from Edward Nelson to pay a charge presented by David Fletcher for ropes supplied for use on the ship, which she then paid to Fletcher.
- 1821, April: The 24 shares not in the hands of the Danson family were sold to Edward Nelson. Frances was informed, she said, that if she sold her shares to Nelson, the purchase money was to be given to Allison Crosthwaite, as Ship's Husband, for distribution, but that he intended to hold her money as security against any claims of the other owners against her. Therefore, she determined not to sell her shares.
- 1822, January 22: Will of John Danson proved by Frances in the court of the Deanery of Copeland. Everything to Frances as long as she does not remarry, then to be divided equally among his unnamed children. Frances and son William named as executors.
- 1822, February 14-15: Date of the original Bill of Complaint, later amended by order of the Court November 14, 1823.
- 1822, December 12: Writ issued by the Court for Answer of William Danson, which was obtained from him at Liverpool January 2, 1822, sent out the same day, and entered at the Court of Chancery on January 9, 1822.
- 1823, March 1: Writ issued by the Court for Answer of Frances Danson, which was obtained from her at Carlisle March 19, 1823, and entered at the Court of Chancery on March 27, 1823.
- 1823, November 14: The Bill of Complaint was amended, simply by inserting new material and lining out old material.
- 1824, March 5: Writ issued by the Court for Answer of William Danson, which was obtained from him at Liverpool March 25, 1824, and entered at the Court of Chancery on April 5, 1824.
- 1824, May 28: Writ issued by the Court for Answers of Frances Danson and Mary Danson, which were obtained June 7 and June 12, 1824, and entered at the Court of Chancery on July 5, 1824.

The original owners:

1. John Danson, captain, mariner (7 shares) (deceased, will probated 22 jan 1822, Deanery of Copeland, died 13 may 1814, buried at Workington 15 may 1814) (born about 1759, married Frances Bragg 11 mar 1787 at Dearham, she was buried at Workington 30 jun 1848)
2. David Fletcher, rope maker (5 shares)
3. Michael Falcon, ship builder (4 shares)
4. John Christian Curwen, gentleman (1 share)
5. Allison Crosthwaite, wine merchant (1 share)
6. John Wilson, gentleman (1 share)
7. Sarah Wylde, widow (1 share)
8. Robert Fletcher, gentleman (1 share)
9. Matthew Russell, sail maker, chandler (1 share)
10. Christopher Hurd, gentleman (1 share)
11. James Brown, gentleman (1 share)
12. John Peat, gentleman (1 share)
13. Thomas Falcon of Eskmeals (1 share) (deceased, letters of administration granted 11 sep 1819, Deanery of Copeland, burial not yet located)
14. Thomas Falcon of Workington (1 share) (deceased, will probated 03 aug 1818, Deanery of Copeland, buried at Workington 29 jun 1816, age 57)
15. Margaret Falcon (1 share) (deceased, will of Margaret Falcon, widow of Workington, probated 21 jun 1820, Prerogative Court of Canterbury, buried at Workington 13 feb 1820, age 81)
16. Timothy Moordaff (1 share) (deceased, will not yet located, buried at Camerton 20 jan 1810, mariner)
17. Abraham Sibson (1 share) (deceased, letters of administration granted 30 dec 1815, Deanery of Copeland, burial not yet located) (baptised at Workington 26 jul 1780, son of Jonathan Sibson and Mary Hodgson, merchant at Whitehaven, he married Jane Tolson at Dearham 30 aug 1808, daughter of Captain C. Tolson near Maryport, according to the announcement in the *Monthly Magazine*, vol. 26, p. 286, but we suspect this should be Thomas Tolson, his daughter Jane baptized at Maryport 17 aug 1785; Abraham's widow Jane sold her share to Mary, daughter of John Danson and Frances, probably in 1814 or 1815; Mary did not sell her share, and was named as a defendant in the amended Bill of Complaint) *In 1804, Abraham Sibson was Master of the ship Duncan, sailing from Londonderry to New York.*
18. John Hetherington (1 share) (deceased, will not yet located, died 20 sep 1816 age 55, buried at Dean)
19. William McMillan (1 share) (deceased)

The complainants:

1. Michael Falcon of Workington, ship builder, owner of 4 shares, also executor of Margaret Falcon, representing her 1 share (Michael Falcon, probably the son of John and Margaret, baptized 23 jan 1761 at Whitehaven, master builder, married Ann Fawcett at Workington 18 aug 1783; they had a daughter Margaret, baptized 01 may 1787, among

other children; however, the Margaret who was one of the owners was more likely the widow Margaret Falcon of Workington whose will was probated 21 jun 1820 in the Prerogative Court of Canterbury—the widow Margaret Falcon was buried 13 feb 1820 at Workington, age 81, so she may have been Margaret Ormandy, who married John Falcon at Whitehaven 19 feb 1760, and thus the mother of Michael Falcon)

2. John Steel of Workington, mariner, executor of Margaret Falcon, representing her 1 share
3. David Fletcher of Workington, carpenter, owner of 5 shares (born about 1765, buried 08 jun 1843 at Workington)
4. Dorothy Falcon, widow, administratrix of Thomas Falcon of Eskmeals, representing his 1 share (Dorothy Benson, possibly the one baptized 24 may 1761 at Bootle, married Thomas Falcon 11 apr 1790 at Whitehaven, children baptized in the parish of Bootle, which includes Eskmeals)
5. Allison Crosthwaite of Workington, wine merchant, owner of 1 share (probably the one baptized 29 jan 1774 at Distington, buried 07 aug 1832 at Workington, age 60, wine merchant, married Jane Falcon, born about 1786, apparently the daughter of Michael Falcon and Ann Fawcett baptized on 17 jan 1786 at Workington, on 20 jun 1806 at Workington; his eldest daughter Anne Crosthwaite later married John Falcon son of William Falcon and Jane Harrison, daughter of Thomas Harrison; this John Falcon assumed the surname Harrison in order to inherit from his uncle John Harrison in 1844.)
6. Matthew Russell of Workington, sail maker, owner of 1 share (probably the one baptized 14 mar 1777 at Workington, son of Matthew, buried 04 jul 1827 at Workington, age 50, ship chandler)
7. William Hetherington of Branthwaite Hall, land surveyor and poet (b. 04 mar 1787, baptized at Bromfield, died 16 jan 1865, buried at Dean), son and successor of John Hetherington deceased, representing his 1 share (see biographical sketch of the Hetherington family: <http://sites.google.com/site/branthwaitehall> ) (Family memorial at Dean shows that William was the eldest son of John Hetherington who died 20 sep 1816 age 55 and his wife Jane (Ross) who died 23 oct 1830 age 71.)
8. John Hetherington of Branthwaite Hall, gentleman, son and successor of John Hetherington deceased, representing his 1 share (probably the one baptized 23 apr 1794 at Dean, son of John Hetherington and his wife Jane)
9. Christopher Hurd of Workington, gentleman, owner of 1 share (Christopher “Herd”, ostler, age 35, married Jane Danson, age 36, at Workington, on 20 nov 1802—but this marriage has also been read as Christopher Hodgson and Jane Dawson!)
10. John Peat of Seaton, gentleman, owner of 1 share, also co-executor of Timothy Moordaff, representing his 1 share
11. James Brown of Workington, gentleman, owner of 1 share
12. John Christian Curwen of Workington, gentleman, owner of 1 share (1756-1828, see biographical sketch at: <http://www.isle-of-man.com/manxnotebook/people/politics/jcurwen.htm> )
13. Sarah Wylde of Workington, widow, owner of 1 share
14. Robert Fletcher of Workington, gentleman, owner of 1 share
15. Mary McMillan of Workington, widow, executor of William McMillan deceased, representing his 1 share
16. Joseph Pearson of Workington, clerk, co-executor of Timothy Moordaff, representing his 1 share

17. Martha Moordaff of Workington, widow, co-executor of Captain Timothy Moordaff, representing his 1 share (Timothy Moordaff baptised 29 dec 1751 at Camerton, son of Timothy, buried there, mariner, 20 jan 1810, he married Martha Peat at Camerton 07 may 1790, daughter of Shadrach Peat baptised 29 may 1761 at Camerton, whose wife was probably Sarah Green, married at Camerton 09 dec 1755; Moordaff family papers at Cumbria Record Office, Whitehaven, fonds DPW 1, especially DPW 1/1 regarding succession of the Peat family, and DPW 1/16, solicitors' notes regarding the Moordaff family genealogy etc.)
18. Isabella Falcon of Workington, widow, executor of Thomas Falcon of Workington, representing his 1 share (Isabella Cragg married Thomas Falcon 06 may 1788 at Workington)
19. John Wilson of Workington, gentleman, owner of 1 share

Many of the persons mentioned can be found in *Jollie's Cumberland Guide & Directory* (Carlisle: F. Jollie & Sons, 1811).