State of New York }
City & County of New York }

Samuel Swartwout of the City of New York, being duly sworn according to law, deposeth & saith, that sometime in the early part of the year 1837, in the Month of February as this deponent believes, he loaned and advanced, two thousand three hundred and ninety two dollars in cash, to J. Brown Esq. Commander of the Texian War Schooner Invincible, then lying in the Harbour of New York, in the Custody of the United States Marshal, having been libeled in the U. States District Court for the Southern District of New York, for Seamen's Wages and repairs, and for which service this deponent made no charge for Commission, fees or other ~~[illegible]~~ compensation – And this deponent further says that the advance thus supplied to the said Brown to pay the wages of his crew and the indispensible repairs of his Vessel, and to procure the necessary outfits to enable him to proceed on his voyage to Galveston, were all made in cash funds, and for which advance this deponent has never received one dollar in return, from Capt Brown, the Republic of Texas or any person or persons whatever; and further, that the said $2392, are honestly due to him – And this deponent further says, that at the time of such advance, he received a Voucher from the said Brown in which is specified the amount advanced, 2.392 dollars, dated 22nd Feb 1837, which Voucher has been sent to Austin and this deponent believes is ~~now~~ now on file in the Office of the Comptroller of Texas – And this deponent further saith, that no part of this amount was included, nor does it constitute any part of the sum of $4.092.05, for which a certificate