Survivor or the heir shall not exclude the other from claiming the same as if he had lived to the end of the said Partnership, but that they shall have each of them free power to dispose of their parts at the time of their decease the same as of any part of their other Estates, In Witness whereof the said parties have hereto interchangeably sett their hands and affixed their seals the day and year aforesaid — Your Orator further sheweth to your Excellency that the said Peter Dicks never parted with his said right and Interest in the lands and premises in which he was interested as afore=said nor had any compensation for the same or for the moneys advanced as aforesaid nor shared any part of the profits or stock of the said furnace or forge nor received any satisfaction for the same but that upon the agreement aforesaid between the said Jacob Giles and Your Orator the said Jacob Giles and your Orator took the whole managment of the said furnace and forge upon themselves made contracts, advanced Moneys and carried on the business and as your Orator always apprehended for the benefit and advantage as well of the said Peter Dicks as the said Jacob Giles and your Orator, Your Orator further sheweth unto your Excellency, that your Orator acted as Clerk and Superintendant of the furnace and forge aforesaid from the respective times of the purchases aforesaid till the thirty first day of December seventeen hundred and fifty three, and that the said furnace and forge where then in the highest reputation and the most flourishing circumstances, and that the said Jacob Giles and your Orator on a settlement of the books of Accompts to that day had laid out and expended in repairs and lasting improvements upwards of five hundred pounds Cement Money, Your Orator further sheweth to your Excellency that the said Jacob Giles foreseeing how extreamly valuable the said furnace and forges would in all probability turn out to be, and the great Annual income they would shortly yeild grew impatient of your Orators interest and rising fortune, and sett on foot divers wicked and fraudulent projects to work your out of the partnership between them, and to get into his own hands the sole management and property of the said furnace and forges, lands and premises, and to effectuate his said intentions of fraud and injustice the said Jacob Giles, Artfully proposed to your Orator many partnerships upon different branches of trade intending thereby to confound and perplex the attention of your Orator and to straighten and distress his circumstances and so plausibly were these ensnaring proposals made that unfortunately for your Orator the fatal design escaped his Observation, Your Orator sometime in the Month of June seventeen hundred and fifty [illegible] received from the said Jacob Giles the following letter — "Est[illegible] As we have been sometime resolved on pushing on th[illegible] County [illegible] the Ohio, Lakes &c. by the assistance [illegible] for that purpose and as we find [illegible] very desirous we should joyn into part=[illegible] as in a large trade at Rock Run &c. of both European [illegible] Manufacting, brewing, distilling and a fine [illegible] willing then shall be an equal partner [illegible] John Gile[illegible] Garrett and myself nominal; and

I make no doubt of getting some consignments worth notice and shall be willing to come into as strong Articles as you please for the term of seven years, I propose to give up all my Interest in trade to the Company that join to carry it on, which I believe may be done to great advantage, I refer thee to William Cox for my proposals if thee joins us in the Gansang now I will furnish with one thousand pounds Cash if wanting and draw Bills for the same, I am very desirous than should join in partnership with us as I formerly proposed and then seemed to accept of, we were not ready nor could we join until this fall, I am getting all my business settled in order to give it up, I conclude with due respect thy assured friend Jacob Giles, June twenty ninth seventeen hundred and fifty two — But your Orator not giving an immediate Answer to the above letter a partnership was formed between the said Jacob Giles, John Giles and William Cox which expired and was dissolved in the space of one year towards the loss of which, the said Jacob Giles renewed the proposals made in the said letter in many conversations with your Orator and further proposed to your Orator to admit as a partner in the new Company to be formed his son Nathaniel Giles, the proposals made in the said letter and conversation and the promised assistance and supply of Money from the said Jacob Giles gave your Orator too flattering a prospect to refuse the invitation of the general Partnership aforesaid not reflecting upon the consequences of having the said Jacob Giles and his sons John Giles and Nathaniel Giles always embodied to bear him down in every matter respecting the partnership proposed as aforesaid and to do which your Orator is now fully assured was the very drift and design of the said Jacob Giles, by his proposals in his letter afore=said and conversations thereon, But your Orator from time to time being repeatedly prest and sollicited and flattering himself that the said Jacob Giles meant your Orators pro=motion and success at last accepted of his proposals, and on or about the thirteenth day of November seventeen hundred and fifty three the following Articles of Agreement were made and executed (to wit) Rock Run in Baltimore County November the thirteenth Anno Dominii seventeen hundred and fifty three, At a meeting of Jacob Giles, John Giles Amos Garrett and Nathaniel Giles (by Jacob Giles his father) when amongst other matters the following was concluded and agreed on Viz. To all persons to whom these presents shall come Greeting, Know ye that we Jacob Giles, John Giles, Amos Garrett and Nathaniel Giles all of Baltimore County in the Province of Maryland Merchants and Iron Masters the Occupations and business we and each of us at this time, follows for the good faith trust and confidence we and each of us have and repose in the other have joined ourselves to be Copartners in a trade consisting and to consist in sundry branches as may hereafter be exprest in this Minute of the head of the said Stream of trade and partnership, Now Know ye that the said Jacob Giles, John Giles, Amos Garrett and Nathaniel Giles as well for the good opinion trust confidence and faith which they and every of them have in the other, as for the Stock [illegible] and the augmentation we the said Copa[illegible] pro[illegible] for the joint occupying using and manag[illegible] the com[illegible] ners the same may consist to the most [illegible] profit [illegible] for the joint Interest and concern of the said Copartne[illegible] Have joind themselves in partnership, an[illegible] the betw[illegible] and carrying on of the same the said C[illegible] ship to [illegible] day of the date hereof during the term [illegible]