aforesaid William before the twenty fifth day of September aforesaid the residue of the aforesaid sum of two thousand four hundred and seventy nine Pounds Sterling protesting also that the aforesaid William on the twenty fifth day of September in the Indorsement aforesaid above mentioned did not offer to pay unto them the said Thomas and Samuel the residue of the aforesaid sum of two thousand four hundred and seventy nine Sterling for plea Nevertheless the said Thomas and Samuel by way of replying say that the aforesaid William was not on the aforesaid twenty fifth day of September in the Indorsement aforesaid above mentioned at the Dwelling House of him the said Samuel from the rising until the setting of the sun on the same day ready to pay unto them the said Thomas and Samuel the residue of the aforesaid sum of two thousand four hundred and seventy nine Pounds Sterling as the aforesaid William by his said fourth plea hath alledged and this the said Thomas and Samuel pray may be enquired of by the Country and the aforesaid William in like manner and so forth

Nevertheless the said William Buchanan by his Attorney aforesaid relinquishing the Averments above by him pretended says that he cannot deny the Action aforesaid of the aforesaid Thomas Ringgold and Samuel Galloway so as aforesaid against him brought nor but that he owes to the aforesaid Thomas Ringgold and Samuel Galloway the aforesaid sum of four thousand nine hundred and fifty eight Pounds Sterling in manner and form so as the aforesaid Thomas Ringgold and Samuel Galloway above against him hath Declared

Therefore It is Considered by the Justices here that the said Thomas Ringgold and Samuel Galloway recover against the said William Buchanan as well the sum of four thousand nine hundred and fifty eight Pounds Sterling their Debt aforesaid as also the sum of

Pounds of Tobacco by the Court here unto the said Thomas Ringgold and Samuel Galloway in their Absent Adjudged as well for their Damages sustained by Occasion of the Detention of that Debt as for their Costs and Charges by them about their Suit in this Behalf laid out and expended And the said Defendant In Mercy &c.

Mem. the plaintiffs agree to stay Ex. till the 6th October

Test Reverdy Ghiselin Clk

113 Joseph Smith
against
114 Edward Nowood

Baltimore County ss. Edward Nowood late of Baltimore County Yeoman otherwise called Edward Howard of Baltimore County and Province of Maryland Mine Digger was summoned to answer unto Joseph Smith of a plea that he render unto him the sum of three thousand Pounds Sterling which to him he owes and unjustly detains and so forth And Whereupon the said Joseph by Stephen Bradley his Attorney saith that whereas by a certain Indenture made at Baltimore County aforesaid the seventeenth day of July in the Year of our Lord seventeen hundred and fifty nine between him the said Joseph of the one part and the aforesaid Edward of the other part which other part with the Seal of the aforesaid Edward Sealed the said Joseph hereunto Court bringes the date whereof in the day and Year aforesaid it was witnessed that the said Joseph had agreed to and by the said Indenture did agree to lett the said Edward one half of Onions furnace for the Considerations therein after mentioned during the Term then next until Zacheus Barrat Onion should be at full age to wit the said Joseph Agreed on his part and Behalf to Supply the said Furnace with all Coal Sufficient for carrying on the Business of making Iron at the said Furnace at his own proper expence and Charge and be at the one half expence for all hands to work in the said Furnace at making Iron and repairing all the utensils Tools and other Necessary Implements for the more vigorous pursuit of carrying on the said Business and the said Joseph further Agreed the one half of all pigg Iron and Castings so made at the said Furnace should be the property of him the said Edward the said Joseph only reserving the priviledge of making whatsoever Castings he should or might have occasion for in Carrying on the forges in the possession and then the property of him the said Joseph during the Term aforesaid only allowing him the said Edward the weight of pigg Iron for the same and the said Edward on his part and Behalf agreed and by the said Indenture did agree to Supply the said Furnace from the Banks then in the possession of him the said Joseph belonging to the Estate of Stephen Onion deceased with Iron Ore sufficient for the Coal to be provided by him the said Joseph for the vigorous and more advantagiously Carrying on the said Furnace for the Term aforesaid at his the said Edwards own proper expence and Charge and that he the said Edward should pay him the said Joseph ten Pounds Current Money for his one half of six Woods and the Bridge house and Cart to work under the Founder at the said Furnace for every Month the said Furnace

should