Should be continued in Blast and also that he the said Edward should be at one half of all Expence in repairing the said Furnace and all such Utensils Tools and other Necessary Implements for the more vigorously pursuing the said Business it was Mutually agreed by the said Joseph and Edward the parties aforesaid that all such Negroes as should be by them the said Joseph and Edward employed in working the said Furnace should be under the Immediate Direction of a Founder and that neither of them the said Joseph and Edward should by any means obstruct or impell him the said Founder in the direction thereof under any pretence whatsoever the said Joseph and Edward farther mutually agreed and by the said Indenture did Agree that if the Banks then in their Possession should run out or fail and a sufficient quantity of Ore could not be had that then the said Article should be void and of none Effect it was further agreed by the said Joseph and Edward that if any dispute should thereafter arise between them that three honest and Capable men acquainted with the Nature of the Business disputed should be mutually and Indifferently chosen by the said Joseph and Edward to whom their Grievances should be made known and the determination of those three or any two of them should be finally decisive and firmly binding on each of them the said Joseph and Edward to all Intents and purposes and for the true performance of each the Articles Conditions and Agreements therein mentioned the said Joseph and Edward the parties aforesaid did bind themselves their heirs Executors and Administrators firmly by the said Indenture in the sum of three thousand Pounds Sterling to be paid by the delinquent to him observing the same According to the true intent and full meaning of the said Indenture as by the said Indenture may more fully appear And the said Joseph saith that although he the said Joseph hath Observed and kept all and singular the Covenants and Agreements in the Indenture aforesaid above Specified on his part to be performed and kept according to the form and Effect of the Indenture aforesaid protesting that the aforesaid Edward hath not fulfilled or performed any the Covenants Grants or Agreements in the Indenture aforesaid Specified on his part to be fulfilled and performed the said Joseph in Fact saith that the aforesaid Edward did not supply the said Furnace in the Indenture aforesaid specified from the Banks then in

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the possession of him the said Joseph belonging to the Estate of Stephen Onion Deceased with Iron Ore sufficient for the Coal provided by him the said Joseph for the vigorous and more Advantagiously Carrying on the said Furnace for the Term in the Indenture aforesaid mentioned at his the said Edwards own proper expence and charge nor did he the said Edward pay him the said Joseph ten Pounds Currency for his the said Edwards one half of six Hands and Bridge House and Cat to work under the Founder at the said Furnace for every Month the said Furnace was Continued in Blast nor did he the said Edward bear one half of all the expence in repairing the said Furnace and all such Utensils Tools and other Necessary Implements for the more vigorously pursuing the said Buisness and the said Joseph further in Fact saith that he the said Edward did Obstruct and Impede the Founder by them the said Joseph and Edward employed in working the said Furnace in the Direction thereof Contrary to the form and Effect of the said Indenture aforesaid by which hath Accrued to him the said Joseph to demand and have of the aforesaid Edward the aforesaid sum of three thousand Pounds Sterling Nevertheless the aforesaid Edward altho often thereunto required the aforesaid sum of three thousand Pounds Sterling to him the said Joseph hath not rendered or paid but the same to him to render or pay he hath altogether refused and still doth refuse wherefore the said Joseph saith he is the worse and hath Damage to the Value of One thousand five hundred Pounds Sterling aforesaid and therefore he brings suit and so forth

Pledges and so forth John Doe and Richd Roe

And the said Edward Norwood by John Hall his Attorney comes and defends the force and Injury when and so forth and prays Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiff also

At which said next Court to wit the 11th day of April Anno Domini 1761 Come again the said parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiff also

At which said next Court to wit the 8th day of September Anno Domini 1761 Come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiff also

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