At which said next Court to wit the 13 Day of April Anno Domini 1762 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 11th Day of September Anno Domini 1762 come again as well the said Joseph Smith by his Attorney aforesaid as the said Edward Howard by his Attorney aforesaid and the said Edward Howard by his said Attorney (as before) defends the force and Injury when and so forth and saith that the aforesaid Joseph ought not to have or maintain his Action aforesaid against him the said Edward on the aforesaid Writing of Indenture made between him the aforesaid Joseph and him the aforesaid Edward on the aforesaid seventeenth day of July in the Year of our Lord seventeen hundred and fifty nine in the Declaration above mentioned at Baltimore County aforesaid because he the said Edward saith that he the said Edward at all times after the Sealing and Delivery of the said Writing of Indenture to the time of commencing of the Action so as aforesaid by him the said Joseph against him the said Edward and always afterwards at Baltimore County aforesaid he the said Edward had fulfilled performed and kept all and singular the Covenants Grants payments Articles and Agreements on the part of him the said Edward to be fulfilled performed and kept according to the form and Effect of the said Writing of Indenture and this he is ready to verify and prove wherefore he the said Edward prays Judgment whether the aforesaid Joseph his Action thereof aforesaid against him the said Edward to have or maintain ought and so forth.

And the said Joseph saith that he by any thing by the aforesaid Edward above in his plea Alledged from having and maintaining his Action aforesaid to be precluded ought not because protesting that the aforesaid Edward hath not fulfilled performed and kept all and singular the Covenants Grants Payments Articles and Agreements in the Indenture aforesaid above specified on the part of him the said Edward to be fulfilled performed and kept according to the form and Effect of the Indenture aforesaid for plea nevertheless the said Joseph saith that the aforesaid Edward after the making the Indenture aforesaid did not supply the said Furnace in

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the Indenture aforesaid specified 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 provided by him the said Joseph for the vigorous and more advantageously carrying on the said Furnace for the Term in the Indenture aforesaid mentioned at his the said Edward's own proper Expence and charge nor did he the said Edward pay unto him the said Joseph ten Pounds Current Money for his the said Edward's one half of six Hands and Bridge House and Coal 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 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 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 Indenture aforesaid to wit at Baltimore County aforesaid and this he is ready to verify and so forth wherefore he prays Judgment and the Debt aforesaid together with the Damages by Occasion of the Detention of that Debt to him to be Adjudged and so forth

And the aforesaid Edward Protesting that the Replication of him the said Joseph and the matter in the same contained are insufficient in Law to which he hath no necessity nor is in any manner bound to answer for plea by way of Rejoinder as before he saith that the aforesaid Joseph his Action aforesaid against him to have or maintain ought not because as to the first breach of Covenant in the Replication aforesaid above Assigned he saith that he the aforesaid Edward after making the Indenture aforesaid to the day of the Impetration of the Writ Original aforesaid did supply the said Furnace in the same Indenture specified 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 provided by him the said Joseph for the vigorous and more advantageously carrying on the said Furnace for the Term in the Indenture aforesaid mentioned at his the said Edward's own proper expence and charge to wit at Baltimore County aforesaid and of this he puts himself upon the Country &c. And the plaintiff in like manner And as to the Breach of Covenant above Assigned charging him the said Edward with the non payment of Ten Pounds Current Money for the said Edward's one half of six Hands and Bridge House and Coal to work under the Founder at the said Furnace for every Month

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