the amount hereinbefore specified he shall be charged with the same and pay interest thereon at the rate of six per cent per annum.

Sixth That accurate Books of the transactions of the firm shall be kept by the Clerk or Manager including a full and accurate statement of bills receivable and bills payable and debts due to and by said firm of Stock materials and property sold and Stock materials and property on hand and that semi annually on the first of July and January in each year an accurate statement shall be made of the profits which profits shall be equally divided between said partners and in case no profits shall be made the partner withdrawing any part of the funds of the concern shall restore the same with legal interest withdrawn in three months when required to do so by the other partner.

Seventh That no Clerk or principal Manager person shall be engaged by either of said partners in or about said partnership business or dismissed therefrom without the consent of the other of them.

Eighth That a true and accurate statement of the affairs of the firm and a clear balance of profit or loss shall be made every six Months and which shall be signed by both partners and entered in the Books of the firm which statement and balance shall be conclusive and binding on both partners the copies of which signed by the Clerk and attested by both partners shall be furnished to each partner.

Ninth That the death of either partner shall not of itself be a dissolution of the firm but the surviving partner with the assent of the Executor or administrator of the estate of the deceased partner shall continue the business on joint account until the period fixed by these Articles for the continuance of the firm shall elapse.

Tenth It is further agreed that the said business aforesaid shall be continued for such further period of time after the expiration of time fixed by these Articles by an endorsement in writing on these Articles signed and sealed by each of said partners prior to the expiration of the time fixed by the said Articles the period of commencement to be at the expiration of the time fixed in these Articles and the expiration to be at such time as shall be determined on by said partners and inserted in said endorsement in writing and which continued partnership shall be subject to the several covenants and agreements within expressed and contained.

Eleventh That in case either party shall violate any of the stipulations and agreements contained in the foregoing Articles of agreement such violation shall operate a dissolution of the firm unless such breach be waived by the other partner and any other legal cause of dissolution except death) shall also at the option of the partner not guilty of any legal violation of the object of the Copartnership Work such dissolution.

In Testimony Whereof the said Peregrine Fitzhugh and Jacob McKinney have hereunto set their hands and affixed their seals on the day and year first above written.

Witness present
Wm T Ross

Peregrine Fitzhugh (Seal)
Jacob McKinney (Seal)

Exhibit A No 2

This Mortgage made this 21 day of April in the year 1858 by Peregrine

Fitzhugh of Frederick County and State of Maryland Witnesseth that that Whereas the said Peregrine Fitzhugh and Jacob McKinney being firm owners of Catoctin Iron Works and the lands thereto attached and of the personal property and effects thereon except certain personal Estate owned by said Peregrine Fitzhugh as his individual property have agreed to dissolve partnership upon the following terms. First An Inventory of all the personal property of every description with an estimated value of the same on oath together with a list of all the debts due the firm of Fitzhugh & McKinney shall first be taken and delivered to said McKinney, Second A list of all debts and liabilities of the said firm shall be made out in the same manner and the names of the persons to whom they are due, and the exact amounts due to each person and when due and delivered to said McKinney, Third The said Fitzhugh shall have the use and occupation of the Catoctin Iron Works Land buildings and appurtenances thereunto belonging for one year from the date of dissolution say from the date of the partnership free and clear of all rent or interest for the purpose of operating the furnace and Manufacturing Iron so Fourth Upon the dissolution of the partnership the said P Fitzhugh shall take all the personal property owned by the said firm of Fitzhugh and McKinney at the estimated value for the purpose of enabling him to operate the Furnace and Manufacture Iron for sale and for the purpose of paying and securing the payment of the estimated value of said personal property the said P Fitzhugh shall give his Bond and bills of sale or Mortgage to the said Jacob A McKinney to faithfully work and operate the said Furnace and Manufacture Iron for the said firm of the year and apply faithfully all the net proceeds of the iron Manufactured at said furnace to the payment of the partnership debts designated by said McKinney and contained in said lists and that the said Fitzhugh shall separate and keep himself & make and deliver to said McKinney a Monthly statement certified upon his sacred honor and signed by the Clerk and Manager of the exact state and condition of the said personal property, the amount of iron Manufactured at the furnace and the amount of Money applied to the payment of the said partnership debts each Month and the true state and condition of the Works, Fifth In case the said P Fitzhugh shall pay or cause to be paid all the partnership debts or release and exonerate the said Jacob McKinney from said partnership debts within the said year the said Jacob A McKinney binds himself to convey to the said Fitzhugh all his right and interest in the Catoctin Iron Works Land and appurtenances in consideration that said Fitzhugh will pay or secure to be paid to said McKinney the sum of that is to say the amount of principal and interest then outstanding and due and owing to said McKinney on account of his advances of purchase Money for said Estate or so much thereof in six equal annual payments with interest on the whole amount annually as by reference to the Articles of agreement dissolving said partnership will fully appear and to secure compliance by said Fitzhugh of the several stipulations in said agreement he the said Peregrine Fitzhugh doth bargain and sell unto the said Jacob McKinney all the goods chattels property effects estate Choses in action of the late firm