convenient for his residence on the plantation of the said Legh Master, where he the said Ross was to be provided, by the said Joseph with a House and Garden and it was moreover by the said agreement further covenanted between the said Ross and the said Joseph, that he the said Ross should be supplied at the usual or customary prices with a supply of Beef and Pork sufficient to maintain himself and family, and in case the said Ross should not pay in money for such supplies, then he the said Ross covenanted that he would (after fulfilling his other engagements, for the making of waggons in the said writing specified) make up as many waggons as should discharge the accompt against him the said Ross for the provisions so to be furnished him. And the said Ross did in and by the said agreement further covenant to and with the said Joseph, that he the said Ross (he being first supplied by the said Joseph with Timber therefor laid down at the work shop door of said Ross, which Timber was to be first pointed out by the said Ross before it was cut down; and then to be felled, cross sawed and split into rough pieces by the said Joseph as the said Ross should direct) would as soon as possible after he begun work at Legh Furnace (and that to be within two months from the date of the said agreement) make complete and finish the wood work of forty sound and substantial road waggons at neither more or less than three pounds current money of the State of Pennsylvania per waggon; allowing the option of two carts instead of one waggon at the choice of the said Joseph. And the said Ross doth in fact aver that he did go before the expiration of sixteen days from the date of the said agreement and within twenty days to wit upon the twenty seventh day February in the year 1789 was at Legh Furnace to wit, in the County of Frederick aforesaid, that he the said Ross did then and there pack up and send in a waggon (paid for and provided by the said Joseph) old seasoned stuff sufficient for the making and compleating of at least fifteen waggons, to wit at the County of Frederick aforesaid; And that he the said Ross did as soon after as possibly convenient, to wit on the

the day and year last aforesaid fix his residence at the Plantation of the said Legh Master, at the County of Frederick aforesaid And the said Ross doth moreover in fact aver that he did begin to work at the business of making waggons at Legh Furnace aforesaid on the Eleventh day of February in the year 1789. And that he the said Ross did continue at Legh Furnace aforesaid from the said Eleventh day of February 1789 until the fifteenth day of September next following) together with the journeyman of the said Ross. and that he the said Ross on the twenty seventh day of February in the year 1789 at the County of Frederick aforesaid did point out to the said Joseph and also to the said Legh Master, Timber proper to be cut down and prepared for the purpose of making waggons; and that he the said Ross did then & there direct the manner in which the said Timber should be cross sawed and split into rough pieces; and that he the said Ross and the said his journeyman during all the time that they did continue at Legh Furnace aforesaid to wit from the 11th day of February to the 15th day of September in the year 1789. were ready and willing to have worked for the said Legh Master in making of waggons in conformity to the covenants in the said agreement contained on the part of the said Ross to be performed, that is to say at the County of Frederick aforesaid, and that he the said Ross was not supplied by the said Joseph or by the said Legh Master or by any other person for him or them or either of them with Timber of any kind whereof he could make the said forty sound and substantial road waggons: and so the said Ross in fact avers he was at all times (ready and willing) to compleat and perform on his part the said agreement in the said condition of the said writing obligatory mentioned, to wit at the County of Frederick aforesaid, and that if the said agreement is not compleated and performed it is owing to the default of the said Joseph and of the said Legh Master, and the said Ross doth in fact aver that the said Legh Master hath not made over and sufficiently conveyed unto him the said Ross, the tract of Land in the condition of the writing obligatory aforesaid mentioned with all its appurtenances and privileges, and