and form following that is to say that he the said William Jacobs his Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter pay or Cause to be paid to the said William Pell his Heirs or Assigns or such person or persons as shall be properly Authorised to receive the same the yearly Rent or Sum of ten pounds sterling in manner and form as the Same is above reserved to be paid And further that he the said William Jacobs his Executors Administrators and Assigns shall and will within the Space of two years from the Commencement of this demise hereby made at his own proper Cost and Charge Build erect and Complete on the front of the Said parcel of ground a good and Sufficient Brick or Stone house and Constructed in such manner as to guard as much as may be against the Casualty of Fire And if it shall happen that the said yearly rent or any part thereof shall be in Arears and unpaid for the space of thirty days next after any of the days or times on which the same is above reserved to be paid that then it shall and may be Lawful to and for the said William Pell his Heirs or Assigns into the said demised premisses to enter and make distress in and upon any part thereof for the same And the said William Pell for himself his Heirs Executors Administrators and Assigns doth hereby Covenant promise grant and agree to and with the said William Jacobs his Executors Administrators and Assigns that if such building shall not be erected and Compleated within the time limited for the Erecting and Compleating the said House that then and in such Case the said William Jacobs his Heirs Executors Administrators and Assigns upon his or their tendering that in payment the Sum of Ten pounds Sterling as a fine and all the Rents that shall be then due and in Arears unto the said William Pell his Heirs or Assigns within one month after the Expiration of the said two years shall and may have the further Space or time of two years from the end of the said two years for the erecting and Compleating of such Building Aforesaid And further that he the said William Pell his Heirs or Assigns

shall and will upon the request and at the proper Cost and charge of the aforesaid William Jacobs his Heirs Executors Administrators or Assigns upon his or their payment or tendering of payment the Sum of ten pounds Sterling in the name of and as a fine for Renewment at any time during the Continuance of this present demise make and Execute to him the said William Jacobs his Executors Administrators or Assigns so Requesting paying or tendering as aforesaid a new Lease of the Said demised premisses for Ninety nine years to take effect and Commence at the end of the term for which the Same is hereby demised under the Same Rent and with the like Covenants Clauses and Agreements as are herein Contained so that this present demise may be Renewable and Renewed for ever And that he the said William Jacobs his Executors Administrators and Assigns the Aforesaid demised ground and premisses with their and every of their Appurtenances for and during the Aforesaid term of Ninety Nine years hereby Letten shall and may peaceably and quietly have hold use occupy possess and enjoy for and on the payment of the rents and performance of the Covenants Conditions and Agreements herein before mentioned on the part of the said William Jacob his Executors Administrators and Assigns to be paid and performed According to the true Intent and meaning of these presents from and against him the said William Pell his Heirs and Assigns and all and every other person and persons Claiming or to Claim any thing therein by from or under him them or any of them And it is hereby also provided and Expressly Covenanted granted Concluded and agreed upon by and between the said parties to these presents for themselves their Heirs Executors Administrators and Assigns respectively that in Case such house as Aforesaid shall not be so built within the Space of two years herein before limited and appointed for Building and Compleating thereof And if also default shall be made in the payment of the said sum of Ten pounds sterling within the said Term of one month next after the Expiration thereof or that after such last mentioned payment there shall happen to be Default made in erecting the said house as Aforesaid within the two years last limited for the Erecting building and Compleating the same and after the Expiration of the said two years last mentioned there shall happen to be Default made in payment