witness sworn in said Cause, that in the month of March 1813, the defendants leased to the Witness one hundred feet of ground for ninety nine years renewable for ever at the rate of five dollars per foot per annum, which lease here follows in these words.

Elizabeth McElderry
John McElderry and
Thomas McElderry
to
William Carman
James Mosher and
Robert Carey Long.

This Indenture made this eighth day of March in the year of our Lord one thousand eight hundred and thirteen between Elizabeth McElderry, John McElderry and Thomas McElderry of Baltimore County and State of Maryland, of the one part and William Carman, James Mosher and Robert Carey Long of the County and State aforesaid of the other part. Whereas the said Elizabeth McElderry, John McElderry and Thomas McElderry by an Act of the general Assembly of the State of Maryland passed at November Session one thousand eight hundred and ten were appointed trustees for the purpose of leasing and improving the real estate of Thomas McElderry late of the County aforesaid deceased. Now this Indenture Witnesseth that the said Elizabeth McElderry, John McElderry and Thomas McElderry as trustees as aforesaid for and in Consideration of the payment of the rent and performance of the Covenants herein after mentioned on the part of the said William Carman, James Mosher and Robert Carey Long their executors administrators and assigns to be paid and performed have demised, granted, leased, set and to farm letten, and by these presents do demise grant, lease, set and to farm let, unto the said William Carman, James Mosher and Robert Carey Long in the proportion of one undivided half to the said William Carman, one undivided fourth to the said James Mosher and the remaining undivided fourth to the said Robert Carey Long their executors administrators and assigns, all that lot or parcel of ground, situate, lying and being in the City of Baltimore, and Contained within the following metes and bounds, Courses and distances, to wit: Beginning for the same on McElderrys wharf at the distance of twenty seven feet, from the Southwest Corner of Warehouse No. 1. now in the tenure and occupation of Captain James Taylor and running thence Southwardly binding on the water one hundred feet, thence eastwardly parallel with the south gable end of said Warehouse until it intersects McElderrys Street, thence northwardly binding on McElderry Street one hundred feet and thence with a straight line to the place of beginning; together with all the improvements made thereon, Streets, lanes, alleys, privileges and advantages to the said lot of ground belonging or in any wise appertaining. To have and to hold the said lot or parcel of ground and premises, with the appurtenances in the proportion aforesaid unto the said William Carman, James Mosher and Robert Carey Long their executors administrators and assigns from the day next before the day of the date of these presents for and during and until the full end and term of ninety nine years from thence next ensuing fully to be Complete and ended Yielding and paying therefor yearly and every year during the said term to the said Elizabeth McElderry, John McElderry and Thomas McElderry, the survivor or survivors of them and the heirs of such survivor the yearly rent of five hundred dollars, current money of the United States, Clear of all deductions, discounts and defalcations for taxes, assessments, rates and all other public dues, impositions, burthens and Charges of every kind and nature whatsoever,

civil or military which now are or at any time hereafter may be laid, levied, imposed or assessed on the said lot or parcel of ground and premises or any part thereof or on any building or buildings erected thereon, or on the rent reserved either by Act of Congress or Act of the legislature of this State, or by any town, City or Corporation Act or in any other manner whatsoever, the said rent to Commence on the fourth day of July next, and payable on the fourth day of July one thousand eight hundred and fourteen and on the fourth day of July in each and every year during the Continuance of this present demise; provided always and these presents are upon this Condition nevertheless, and it is the true intent and meaning thereof, and of the parties thereto, that if the said yearly rent, or any part thereof without any deduction or discount for taxes payments or public dues of any kind as aforesaid shall be in arrear and unpaid in all or in part, by the space of thirty days next after the time on which the same is appointed and limited to be paid, the same being lawfully demanded that then it shall and may be lawful for the said Elizabeth McElderry, John McElderry and Thomas McElderry or either of them or the heirs of the survivor of them at his or their option to distress therefor or into the said demised premises or any part thereof in the name of the whole to reenter and the same to have again repossess occupy and enjoy and the said William Carman, James Mosher and Robert Carey Long their executors administrators and assigns and all other the occupiers and possessors of the said demised premises or any part thereof, thereout and from thence utterly to expel, put out and remove, until all such arrearages of rent, with legal interest therefor, and all and every Cost, Charge and expense, incurred by the said Elizabeth McElderry, John McElderry and Thomas McElderry, the survivor or survivors of them, or the heirs of such survivor, by reason of the nonpayment of the said rent shall be fully satisfied and paid; any thing herein contained to the Contrary thereof in any wise notwithstanding: provided further, and these presents are upon the further Condition nevertheless, and it is the true intent and meaning of these presents and of the parties thereto, that if the said yearly rent, without any deduction or discount of any kind as aforesaid, shall be in arrear and unpaid by the space of one year next after the same is herein before reserved, appointed and limited to be paid, (the same being first lawfully demanded,) that then it shall and may be lawful to and for the said Elizabeth McElderry, John McElderry and Thomas McElderry or either of them or the heirs of the survivor of them into the said demised premises (or any part thereof, in the name of the whole) to reenter, and the same to have again, repossess, occupy and enjoy, as if this lease had never been made; and the said William Carman, James Mosher and Robert Carey Long, their executors, administrators and assigns, and all other the occupiers and possessors of the said demised premises or any part thereof, thereout and from thence utterly to expel, put out and remove, and on such default in payment of the said rent, this deed, and every clause matter and thing therein contained shall from thenceforth be utterly void and of none effect in law and equity, to every intent and purpose whatsoever and the estate and term thereby created shall absolutely and forever Cease, determine and be void both in law and equity, to every intent and purpose whatsoever. And the said William Carman, James Mosher and Robert Cary Long for themselves their heirs executors administrators and assigns, and for every of them, do hereby Covenant grant and agree to and with the said Elizabeth McElderry, John McElderry and Thomas McElderry