east, and shall not be less than fourteen feet in width on said portion or portions of said ground being sold or leased as aforesaid, said Rogan agrees to quietly give up possession thereof as aforesaid; said Rogan also agrees to keep the fencing on said property in good order and repair; provided, however, and it is hereby expressly understood and agreed, that in the event of any said ground being leased or sold as aforesaid, said Rogan shall not be subject to extra expense or trouble thereby, on account of any new or additional fencing which such leasing or selling may render necessary, but the cost of such new additional fencing shall be borne by the lessors, and not by him, Rogan; said Rogan further agrees, that he will use the frame dwelling house on said property for no purpose other than as a dwelling house. And the said lessors agree that they will put and keep the outside of said brick dwelling house in good repair and — tenantable order; also, that if any part of said property is leased or sold, they will leave a roadway not less than fourteen feet wide as aforesaid; also, that if the said Rogan shall put any improvements on said property in the way of stabling, he shall be allowed the right and privilege of removing them from said premises at the end of said term, unless the parties hereto can agree upon terms for their purchase by said lessors; also, that they will give said Rogan possession of said property on or before the first day of September 1876.

Witness the hands and seals of the parties hereto.

D. Baughman, (Seal)
Mary A. Baughman, (Seal)
Rachel R. Somerlott, (Seal)
Hugh Rogan, (Seal)

Test: Nora Waltemeyer,
Patrick Kelly.

Witness further testified, that Rogan occupied the property five years, and when he left it in September, 1881, defendant took possession without authority, and has held possession since; defendant is her brother; Rogan first paid $17.00 per month, and then $14.00 per month.

Being cross-examined, she said: That in 1876, Mr. and Mrs. Young had possession of the property; they were put in possession by the admr.; the defendant had occupied the property prevous to this, but he went out of it; he was authorized to pay rent, but never did it; Charles Waltemeyer, another brother, was authorized to pay rent after the death of Adam Waltemeyer's widow, but he paid none; defendant, before the Youngs moved there, was not in possession more than he lived there; after defendant's wife died, witness mother took defendant and his children there; this was in 1863; witness mother died in 1872; defendant lived there a year or two after old Mrs. Waltemeyer died, and then he went to Virginia; witness does not know whether he left some person in possession; we put the person in possession out — the administrators did — because he had no right in the house; don't remember his name; the Youngs took possession a day or two after this party was put out; defendant was then in Virginia; witness' mother built the brick house on the property — that is her money built it; the brick house was built in 1849; witness knows her mother's money built the house; witness counted five or six hundred dollars of the money when her mother received it; she was married at the time; her mother came by witness' house with the money; the