Complainants Exhibit E.

Filed with the Commissioners April 23 1850. Frederick Pinkney Com^r.

Charles S. Sewell to Joshua Swann. This Indenture made this fifteenth day of April in the year of our Lord one thousand Eight hundred and thirty nine between Charles S. Sewall of Harford County in the State of Maryland of the one part and Joshua Swann of Baltimore County in the same State of the other part. Witnesseth that for and in consideration of the payment of the rents and performance of the covenants hereinafter mentioned on the part of the said Joshua Swann his heirs executors administrators and assigns to be paid and performed the said Charles S. Sewall hath demised granted leased and to farm letten and by these presents doth demise grant lease and to farm let unto the said Joshua Swann his executors, adm^rs and assigns. All that tract or parcel of land situate lying and being in Baltimore County aforesaid called Young's Escape. Beginning for the same at a stone standing on the West side of the Little Falls of Gunpowder and on the Bank of said falls, it being in the place where formerly stood a bounded poplar of Charles Ridgely's Lot and running thence south one hundred and seventy perches, thence north seventy degrees West Two Hundred and Twelve perches unto a pile of stone thence North Eleven and one quarter degrees East one hundred and six perches thence north sixty eighty perches unto the little falls of Gunpowder aforesaid thence running with and bounding on said falls to the beginning containing two Hundred and forty eight acres of land more or less formerly the property of the said Swann and afterwards purchased by the said Sewell at Sheriffs Sale together with all the improvements thereon made lanes alleys ways waters privileges easements emoluments and advantages to the said tract or parcel of land belonging or in any wise appertaining. To Have and to Hold the said tract or parcel of land and premises above described and hereby demised or intended so to be, with all and every of the appurtenances thereto belonging unto the said Joshua Swann his Executors administrators and assigns from the day next before the day of the date of these presents for and during 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 Charles S. Sewall his heirs and assigns the yearly rent or sum of fifty three Dollars lawful money of the United States free and clear of all deductions for taxes and assessments of every kind and nature whatever levied charged or assessed on the said tract or parcel of land and premises or the rent issuing therefrom on the tenth day of April in each and every year during the continuance of this present demise. Provided always and it is hereby covenanted and agreed by and between the parties to these presents respectively that if it shall happen that the said yearly rent or sum of Fifty three Dollars or any part thereof shall be in arrear and unpaid by the space of sixty days next after the time or times on which the same is above reserved to be paid the same being first demanded that then it shall and may be lawful to and for the said Charles S. Sewell his heirs or assigns into the said tract or parcel of land and premises or any part thereof in the name of the whole to reenter and the same to have again repossess occupy and enjoy as in his and their former Estate until all arrears of rent with legal interest therefor and all and every cost charge and

expense incurred by the said Charles S. Sewell his heirs and assigns by the reason of the non payment of the said rent shall be fully satisfied and paid or make satisfaction therefor at his or their option. And provided also that if the said yearly rent or sum of fifty three Dollars or any part thereof shall be in arrear and unpaid by the space of one year next after the time or times on which the same is above reserved to be paid the same being first demanded that then it shall and may be lawful to and for the said Charles S. Sewell his heirs or assigns into the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess occupy and enjoy as in his and their former Estate and that then and in such case this indenture and every clause matter and thing herein contained shall from thenceforth be utterly void and of none effect in law and in Equity to every intent and purpose whatsoever. And the said Joshua Swann for himself his Executors and administrators and assigns doth hereby covenant and agree to and with the said Charles S. Sewell his Executors, administrators and assigns in manner following that is to say. that the said Joshua Swann his Executors, administrators and assigns shall and will well and truly pay to the said Charles S. Sewell his heirs and assigns during the said term hereby demised the above reserved yearly rent or sum of Fifty three dollars in the manner and at the time above limited for the payment of the same and also that the said Joshua Swann his Executors, administrators and assigns shall and will during the said term hereby demised bear pay and discharge all taxes assessments and other public dues whatever which shall or may be at any time hereafter be taxed assessed or levied on the said tract or parcel of land and premises above demised or any part thereof. And the said Charles S. Sewell for himself his heirs and assigns doth hereby covenant and agree to and with the said Joshua Swann his Executors adm^rs and assigns in manner following that is to say: That upon the payment of the rent and performance of the covenants and agreements herein mentioned and reserved on the part of the said Joshua Swann his heirs executors, administrators and assigns to be paid and performed the said Joshua Swann his executors adm^rs and assigns shall and may peaceably and quietly have hold use occupy possess and enjoy the above demised tract or parcel of Land and premises with all and every of the appurtenances for and during the aforesaid term of ninety nine years for which the same is above demised without the let trouble or interruption of the said Charles S. Sewall his heirs or assigns or any other person or persons claiming any thing therein by from or under him or them or any of them or by his or their privity or procurement and also that any time or times hereafter during the continuance of this present demise on the request and at the cost and charge of the said Joshua Swann his Executors, adm^rs and assigns, and on his or their paying or tendering in payment the sum of Five Dollars lawful money as aforesaid, as a fine therefor to the said Charles S. Sewell his heirs or assigns, shall will make and execute or cause to be made and executed to the said Joshua Swann his Executors adm^rs or assigns or to such of them as shall be thereunto entitled a new lease of the above demised tract or parcel of ground and premises for other ninety nine years, to commence and take effect from and after the end of the term for which the same is above demised subject to the