building or buildings erected or to be erected.— thereon, and that in two equal half yearly — installments of one hundred and sixty five dollars each, on the twentieth day of October and April, respectively, in each and every — year during the continuance of this present demise, accounting from the twentieth day of April instant, so that the first half years rent be payable and paid on the twentieth day of October next; provided always, and on this — condition, that if it shall happen that the said rent, without deduction or discount of any kind as aforesaid, shall be in arrears and — unpaid by the space of sixty days next after any of the days of payment thereof before mentioned then it shall and may be lawful to and for the said William Gilmor, his heirs or assigns into the hereby demised premises, or any part thereof, in the names of the whole to re-enter and the same to have, again repossess, occupy and enjoy as in his or their former estate, and the said David Barnum, his executors, administrators and assigns, and all other the occupiers and possessors of the said hereby demised premises or any part thereof, thereout, and from thence to expell and remove — until all such arrearages of rent, with legal interest therefor and all and every cost, charge and expense incurred by the said William — Gilmor, his heirs or assigns, by reason of the non payment of the said rent, shall be fully satisfied and paid, or to make distress therefor at his or their option. And also on this —

further condition, that if the said rent, without deduction or discount of any kind as aforesaid, shall be in arrear and unpaid by the space of one year next after any of the days of payment thereof before mentioned, then it shall and may be lawful to and for the said William Gilmor, his heirs or assigns, into the said hereby 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 or their former estate, and the said David Barnum, his executors, administrators and assigns, and all other the occupiers and possessors of the said hereby demised premises or any part thereof, thereout, and from thence utterly to expel and remove, and then and in such case this indenture and every clause, matter and thing herein contained, shall thenceforth be absolutely void and of no effect in law and equity to every intent and purpose whatsoever, and the said David Barnum, for himself, his heirs, executors, administrator and assigns, doth covenant, grant and agree to and with the said William Gilmor, his heirs and assigns by these presents, in manner following that is to say, that the said David Barnum, his executors, administrators or assigns, shall and will well and truly pay to the said Wm Gilmor, his heirs or assigns, the yearly rent of three hundred and thirty dollars above reserved, without deduction or discount or any kind as aforesaid, and that in equal half yearly instalments of one hundred and sixty-five dollars each, at the days