Covenant and agree to and with the said Benjamin Rogers his heirs and Assigns well and truly to pay the above reserved Yearly rent or sum of thirty pounds Sterling money at the time above limited for the payment of the same and the said Benjamin Rogers for himself his heirs and assigns doth hereby covenant and agree to and with the said Isaac Griest and his assigns that he the said Isaac Griest and his Assigns on the payment of the rent and performance of the covenants herein before mentioned and reserved on the part of the said Isaac Greest his Assigns to be paid and performed shall and may peaceably and quietly have hold use ocupy possess and enjoy the above demised land and premises with their and every of their appurtenances for and during the aforesaid term of ninety nine years for which for which the same is above demised without the let trouble or interuption of him the said Benjamin Rogers his heirs or Assigns or any other person or persons claiming any thing therein by from or under him them or any of them or by his or their privity or procurment and also that the said Benjamin Rogers his heirs and Assigns at any time or times hereafter during the Continuance of this present demise on the request and at the Cost and Charge of him the said Isaac Griest and his assigns and on his or their payment or tendering in payment the sum of thirty pounds Sterling money as a fine therefore to the said Benjamin Rogers his heirs and Assigns make and execute or cause to be made and executed a new lease of the above demised land and premises for other ninety nine years to commence and take Effect from and at the end of the term for which the same is above demised subject to the same rents and under like covenants clames and agreements as are herein before mentioned so that this present demise may be renewable and renewed forever In witness whereof the parties hereto have set their hands and affixed their seals the day and year first above written -

Signed sealed and delivered
In presence of — — } Jc Griest (seal)
David McMechen — Benjamin Rogers (seal)

And the aforesaid Isaac Griest by Luther Martin his attorney comes and defends the force and injury when and soforth and for his plea saith that he ought not to be charged in the said action of Covenant by virtue of the said (indenture)

Indenture because he saith that the said Indenture is not his deed and of this he putteth himself upon the Country.

And the aforesaid Isaac Griest further comes according to the form of the statute in such case made and provided with the leave of the Court and further defends the force and Injury when and soforth and cravath oyer of the said indenture and it is read to him in these words &c.

Which being read and heard the said Isaac Griest saith that the said Benjamin his action aforesaid against him the said Isaac Griest ought not to have and maintain because he the said Isaac Griest saith that he at all times since after the sealing and delivery of the said Indenture to the time of impetrating the original writ aforesaid hath fulfilled performed and kept all and singular the Covenants and payments on the part of him the said Isaac to be kept and performed according to the form and effect of the said Indenture and that he the said Isaac hath not broken his covenant aforesaid in the manner and form as the said Benjamin hath above declared against him and of this he putteth himself upon country. And the aforesaid Isaac Griest further comes with the leave of the court according to the form of the statute in such case made and provided and further defends the force and injury when and soforth and saith that he the said Isaac did pay the said sum of thirty pounds sterling in the said indenture mentioned on the said twenty fifth day of September in the year of our lord one thousand seven hundred and eighty four to wit at the county aforesaid and this he is ready to verify wherefore he prays judgment whether the said Benjamin his action aforesaid thereupon against him ought to have and maintain and soforth. And the aforesaid Isaac Griest with the leave of the court according to the form of the statute in such case made and provided further comes and defends the force and injury when and soforth and prays a hearing of the indenture and it was read to him in these words to wit and which being read and heard the said Isaac Griest saith that the aforesaid Benjamin his action his action aforesaid against him to have and maintain ought not because he saith that the said sum of thirty pounds sterling was in arrear and unpaid by the space of sixty days next after the said twenty fifth day of September in the year of our lord one thousand seven hundred and eighty four and still is in arrear and unpaid to wit at the county aforesaid altho the said sum of money was first by the said Benjamin of the said Isaac Griest lawfully demanded; to wit on the day and year