Estate was transferred to the lessee the estate intended to be passed was for the term of ninety nine years and if not good for the whole term it appears to the court it cannot be good for seven years or any period less than the whole term; the contract between the parties was for the entire space of ninety nine years and the court cannot make it binding on either for less to do this would be to make a different bargain than the parties intended and contrary to the express agreement the contract is undividable and the court cannot divide it the value of the estate depends on the extend of the term motives may influence a lessee to contract for a rent for ninety nine years which would determine him against a contract at the same rent for seven years as the lease passes no estate to the lessee we consider his covenant to pay the rent as not binding on him we apprehend that every covenant that tends to the support of the thing granted or in respect of which it is presumed that the lessor took the lessee for the land as to pay the rent make repairs &c. is connected with and runs with the land and depends upon it or is as the defendants council expressed it (inherent) to the land, we think the covenant to pay rent is connected with and continues as long as the estate and leases with it. if the covenant to pay rent is relative to and depends on the estate it follows if the lease is void the covenant must fall to the ground if a deed that contains covenants is void by erasure we apprehend the covenants are void also and that if an estate on which covenants depends is determined as if a lease for years be surrendered whereby the estate is gone the relative or depends covenants are gone also it appears by the lease that the lessor granted the lease in consideration of rent and the only covenant or contract on the part of the lessee is that he will pay the annual rent at the times limitted for payment the obtaining the estate in the premises for the term of ninety nine years is the only consideration of the covenant or contract by the lessee to pay the yearly rent and he agrees to pay the rent during the continuance of the lease and it seems unreasonable and unjust that when the consideration for the rent leases that an obligation should remain to pay we question is good in law we conceive that the lessor could bring an action

action of debt for the rent in arrear but if the lease is void in law we apprehend no debt could be created by it because if there is no lease there can be no debt. it appears to us that in the present action the defendant might and ought to have plead that nothing passed by the lease because it is void in law to pass the estate expressed in the lease and set forth in the declaration, and it is very evident to us that a void deed is no deed, and if nothing passed to the lessee by the lease that in such case no rent could arise and consequently that the covenant to pay the rent which never became due could not be obligatory. upon this plea the operation or validity of the lease would have come very properly before the court and unconnected with any other matter the plaintiffs council produced many authorities that altho a deed is void a collatteral covenant (which we conceive to be such as no ways concerns the thing demised and is no part of the contract as to pay a collateral sum or to build a house on other lands of the lessor or to do any other act not connected with the lease is binding but we remember no case that where a deed was void a covenant not collaterial was obligatory. And it appears ~~to the~~ court now here that the said seventh and eighth pleas above pleaded by the said Isaac Priest in manner and form aforesaid and the matter therein contained in good and sufficient in law to bar the said Benjamin Rogers from having his said action against the said Isaac Priest therefore it is considered that the said Benjamin Rogers take nothing by his said writ but that he be in mercy andsoforth — And that the said Isaac Priest go thereof without day andsoforth. And it is further considered that the said Isaac Priest recover against the said Benjamin Rogers eight hundred and thirty three pounds of tobacco for his costs and charges laid out by him about his defence in this behalf adjudged to the said Isaac Priest by the court now here by his assent and that the said Isaac Priest have execution thereof andsoforth from which judgment and opinion of the court the said Benjamin Rogers prays an appeal to the General court of the Wester shore to be held at Annapolis the second tuesday of May next which appeal is granted and thereupon the following bond is now here filed and approved by the court viz. Know all men by these presents that we Benjamin Rogers and Charles Rogers both of Baltimore county in the state of Maryland am held and