fifth day of September and on the twenty fifth day of March in each and every year during the continuance of the said demise, and the said Nathaniel Ramsey and Thomas Yates for themselves their executors administrators and assigns did by the said Indenture covenant and agree to and with the said Benjamin Rogers his heirs and assigns well and truly to pay the said reserved yearly rent or sum of twenty five pounds sterling money at the time in the said Indenture limited for the payment of the same And the said Benjamin avers that the said sum of twenty five pounds sterling money aforesaid at the time of making the said Indenture was, always hitherto hath been and now is of the value of forty one pounds thirteen shillings and four pence current money, to wit at Baltimore county aforesaid, of which the said Nathaniel and Thomas had notice; by virtue of which said demise the said Nathaniel and Thomas into the aforesaid demised premises with the appurtenances entered and were and still are possessed thereof and although the said Benjamin Rogers hath well and truly performed fulfilled and kept all and singular the covenants and agreements in the said Indenture contained on his part and behalf to be performed fulfilled and kept according to the form and effect of the said Indenture; yet protesting that the said Nathaniel Ramsey and Thomas Yates or either of them have not performed, fulfilled or kept any thing in the said Indenture contained on their or either of their part and behalf to be performed fulfilled and kept he the said Benjamin Rogers in fact saith that one hundred and twelve pounds and ten shillings sterling money of the value of one hundred and eighty seven pounds and ten shillings current money as aforesaid of the said yearly rent for four years and the half of a year of the said Term due and ended the twenty fifth day of September in the year of our Lord one thousand seven hundred and eighty seven, became due and in arrear from the said Nathaniel Ramsey and Thomas Yates or either of them have not paid the said Benjamin Rogers the said one hundred and twelve pounds and ten shillings sterling money or any part thereof or the value thereof in current money as aforesaid but the same and every part thereof still remains due, in arrear and unpaid by the said Nathaniel Ramsey and Thomas Yates to the said Benjamin Rogers, contrary to the form and effect of the said Indenture and of the said covenant of the said Nathaniel Ramsey and Thomas Yates so made in that behalf as aforesaid; and so the said Benjamin Rogers says that the said Nathaniel Ramsey and Thomas Yates although often required, the covenant between the said Benjamin Rogers, and them the said Nathaniel Ramsey and Thomas

Yates in that behalf as aforesaid made have not nor hath either of them performed to the said Benjamin but have hitherto altogether denied and yet do deny to perform it to him to the damage of the said Benjamin Rogers three hundred and sixty pounds of like current money aforesaid and therefore he brings his suit and so forth

Samuel Johnston attorney for the plaintiff

pledges to prosecute { John Doe, Richd Roe

Maryland ss. This Indenture made this first day of August seventeen hundred and eighty three between Benjamin Rogers of Baltimore County Gentleman of the one part and Nathaniel Ramsey and Thomas Yates of the same County Gentlemen of the other part witnesseth, that the said Benjamin Rogers for and in consideration of the payment of the rents and performance of the covenants herein after mentioned on the part of the said Nathaniel Ramsey and Thomas Yates & their assigns to be paid and performed, hath demised, granted, based and to farm letten and by these presents doth demise, grant, base and to farm let unto the said Nathaniel Ramsey and Thomas Yates their executors administrators and Assigns all them lotts or parcels of ground situate lying and being in Rogers's Addition to Baltimore Town and distinguished on a platt thereof by the numbers 534 540 549 558 and 567 and beginning at the intersection of Port Alley and Wilks Street and running and binding on Port Alley, South to Fleet Street then running and binding on Rogers Street, North to Wilks Street, then running and binding on Wilks street West to the beginning; together with all Improvements thereon made, lanes, alleys, ways, waters, privileges, easements, Emoluments and advantages to the said Ramsey and Yates belonging, or in any wise appertaining: To Have and To Hold the said Lotts of Ground and premises with their and every of their appurtenances unto the said Nathaniel Ramsey and Thomas Yates their Executors, Administrators and assigns, from the day next before the day of the date of these presents, for and during and until the full end and Term of Ninety nine years from thence next ensuing, fully to be complete and ended: Yielding and Paying therefore to the said Benjamin Rogers his heirs and assigns, the yearly rent or sum of Twenty five pounds sterling money in half yearly payments, to wit, the twenty fifth day of September and on the twenty fifth day of March in each and every year during the continuance of this present demise. And if it shall happen that the said yearly rent or sum of twenty five pounds sterling money shall be in arrear and unpaid by the space of thirty days next after the time on which the same is above reserved to be paid the same being first lawfully demanded that then it shall and may be lawful to and for the said Benjamin Rogers his heirs or assigns into the said demised premises or any part thereof in the name of the whole to enter, and the same to have again, repossess occupy and enjoy as in his

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