or their former Estate until all such arrearages of rent, with Legal Interest therefore and all and every cost, charge and expence incurred by the said Benjamin Rogers his heirs or assigns by reason of the non payment of the said rent shall be fully satisfied and paid or make distress therefore at his or their option, and also if the said yearly rent or sum of twenty five pounds sterling money shall be in arrear and unpaid by the space of sixty days 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 reenter and the same to have again, repossess occupy and enjoy as in his or their former Estate and that then and in such case this Indenture and every clause, matter and thing therein contained shall from thenceforth be utterly void and of none effect, And the said doth for himself his heirs executors and administrators covenant and agree with the said Benjamin Rogers his heirs and assigns that he the said and his assigns shall within the term of from the date hereof erect and build of the yearly value of pounds current money and in case the said — building shall not be erected within the said Term, then the said for himself his heirs administrators and assigns doth covenant to pay to the said Benjamin Rogers his heirs and assigns the annual sum of exclusive of and in addition to the Rent already reserved which said additional sum of current money shall be regularly and duly paid every year until the said Buildings are erected and then to cease and not before, and the said Nathaniel Ramsey and Thomas Yates for themselves their executors administrators and assigns doth 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 twenty five 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 — Nathaniel Ramsey and Thomas Yates and their Assigns that they the said Nathaniel Ramsey and Thomas Yates and their Assigns on the payment of the Rent and performance of the covenants herein before mentioned and reserved on the part of the said Nathaniel Ramsey and Thomas Yates their Assigns to be paid and performed shall and may peaceably and quietly have hold use occupy 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 the same is above demised without the Let, Trouble or interruption 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 procurement, 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 them the said Nathaniel Ramsey and Thomas Yates and his Assigns and on his or their payment or tendering in payment the sum of twenty five 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 the like covenants clauses and agreements as are herein before mentioned so that this present demise may be renewable and renewed for ever, In witness whereof the parties hereto have set their hands and affixed their seals the day and year first above written

Nat: Ramsey (seal)
T. Yates (seal)
Benjamin Rogers (seal)

Signed sealed and delivered in presence of
Thos. Russell, Thos. Elliott

Memorandum Judgment was rendered in this cause for the sum of one hundred pounds current money in the Award mentioned and costs, and the plaintiff agrees to take back the lands in the Declaration mentioned and to release the said Judgment upon payment of the costs of suit

Test John Gwinn Cl.

Benjamin Rogers against Nathaniel Ramsey and Thomas Yates	The same proceedings in this cause as in the case of the same plaintiff against the same Defendants as entered in this book in page 607 except that the Declaration and Indenture of Lease in this case are as follow

to wit, In the General Court for the Western Shore of the State of Maryland, Baltimore County to wit, Nathaniel Ramsey and Thomas Yates both late of Baltimore County aforesaid Gentlemen otherwise called Nathaniel Ramsey and Thomas Yates of the same county Gentlemen were summoned to answer Benjamin Rogers of a plea that they keep with him the Covenant made between the said Benjamin Rogers and the said Nathaniel Ramsey and Thomas Yates according to the force form and effect of certain indentures thereof made between them, And whereupon the said Benjamin Rogers by Samuel Johnston his attorney saith that whereas by a certain Indenture made at Baltimore county aforesaid the first day of August in the year of our Lord seventeen hundred and eighty three between the said Benjamin by the name of

(Benjamin