shall happen that the said yearly rent or Sum of two hundred and six pounds Current money payable in Specie as aforesaid shall be in Arrear and unpaid by the Space of sixty days next after the times limited for payment thereof, the same being first lawfully demanded, that then it shall and may be lawful, to and for the said Christopher Hughes, his Heirs and Assigns into the said demised & Premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their former Estate, until all such Arrearages of rent, with legal Interest thereon, and all and every Cost, Charge, & and Expence incurred by the said Christopher Hughes his Heirs or Assigns by reason of the non payment of the said Rent, shall be fully satisfied and paid or make distress therefor at his or their Option; And also if the said yearly rent or Sum of money aforesaid shall be in Arrear and unpaid by the Space of one whole year next after the times 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 Christopher Hughes, his Heirs or Assigns into the said demised premises or any part thereof in the name of the whole to re-enter, and the same to have again, re-possess, and enjoy, as in his and their former Estate; and that then, and in such Case this Indenture, and every clause, matter, and thing therein contained shall from thence forth be utterly void and of none effect: And the said Leonard Harbaugh doth for himself, his Heirs, Executors, and Administrators covenant and agree with the said Christopher Hughes, his Heirs, and Assigns that he the said Leonard Harbaugh and his Assigns shall within the term of four years from the date thereof, erect and build a good, substantial two Story Brick House and Warf on the said Premises; And the said Leonard Harbaugh for himself his Executors, Administrators, or Assigns doth covenant and agree to and with the said Christopher Hughes his Heirs and Assigns well and truly to pay the above reserved yearly Rent at the times limited for payment of the same in manner aforesaid; And the said Christopher Hughes for himself, his Heirs, and Assigns doth hereby covenant, and agree to and with the said Leonard & Harbaugh, and his Assigns, that he the said Leonard Harbaugh, 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 Leonard Harbaugh and his Assigns to be paid and performed, shall and may peaceably and quietly have, hold, 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 Lett, Trouble, or Interruption of him the said Christopher Hughes, his Heirs or Assigns, or any other person or persons claiming anything therein by, from, or under him, them, or any of them, or by his or their Privity or procurement: And also that the said Christopher Hughes, 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

Leonard

Leonard Harbaugh and his Assigns, and on his or their payment, or tendering in Payment the Sum of two hundred and six pounds Current money in Specie as aforesaid as a fine therefor to the said Christopher Hughes his Heirs and Assigns, make and execute or cause to be made or executed a new Lease of the above demised 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 forever. In Witness whereof the said parties have hereunto set their hands, and Seals the day and year first above written

Signed, sealed & delivered, In Presence of "The word Rent in the ninth Line of the same side and the words "Leonard Harbaugh" in the 19th line of same page, interlined before Execution.

Christopher Hughes (seal)
Leonard Harbaugh (seal)

R Ridgely
Hans Morrison

County of Baltimore, to wit, On the twenty seventh day of January 1793, Came before us the Subscribers two Justices of the peace for the County aforesaid the within named Christopher Hughes and Leonard Harbaugh, and severally and respectively acknowledged the within Instrument of Writing as their respective Act and Deed according to the true Intent and meaning thereof

Acknowledged before

Peter Shepherd
Jas Calhoun

And he prays an hearing of the true time when the Writ aforesaid of him the said Christopher issued, and it is read to him in the words and figures following, to wit

The State of Maryland Sct. To the Sheriff of Montgomery County, Greeting. We command you that you take Leonard Harbaugh late of Baltimore County Joiner if he shall be found in your Bailiwick, and him safe keep so that you have his body before the Judges of our General Court to be held at the City of Annapolis on the second Tuesday of October next to answer unto Christopher Hughes of a plea that he keep and perform to him the said Christopher the Covenants and Agreements entered into between them according to the force, form and effect of a certain Indenture of Lease thereof made between them the said Leonard and Christopher, and so forth Hereof fail not at your peril, and have you then and there this Writ. Witness the Honourable Samuel Chase Esquire Chief Judge of our said Court the 30th day of June Anno Domini 1792.

Issued the 19th day of July 1792. L H John Green Clk

Which being read and heard the said Leonard saith, that the said Christopher as to the Sum of one thousand four hundred and forty two pounds Current money part of the Sum of one thousand eight hundred and fifty four pounds Current money under the Covenants aforesaid by the Declaration aforesaid, claimed, his Action aforesaid against him to have and maintain, ought not, because he saith, that

by