

This Agreement, Made this September day of September 1908, between The County Commissioners of Talbot County Landlord, and M. A. Downes of Caroline County Tenant,

WITNESSETH, That the said Landlord hereby rents to the said Tenant all that wharf and warehouse at Kingston Landing in Talbot County on the Choptank River for the term of one year beginning on the first day of October 1908, and ending on the 30th day of September 1909, at Fifty dollars a year payable in advance.

And the said Tenant hereby covenant with the said Landlord to keep the premises in good order, and surrender the peaceful and quiet possession of the same at the end of the said term, in as good condition as when received (the natural wear and decay of the property and unavoidable accidents excepted), and further, that the said Tenant will not do, suffer or permit anything to be done, in or about the premises which will contravene the policy of insurance against loss by fire; nor use, nor permit their use, for purposes other than those of a wharf and warehouse and will not at any time assign this agreement, or sublet the property thus let or any portion thereof, without the consent in writing of the said Landlord or its representatives; and further, that whatever alterations or repairs the said Tenant shall be permitted to make shall be done at his own expense.

IT IS FURTHER AGREED, that of the rent shall be thirty days in arrear the Landlord shall have the right to distrain for the same, and to re-enter and take possession; and if the Tenant shall violate any of the foregoing covenants on his part herein made, the Landlord shall have the right without formal notice to re-enter and take possession; and if the property shall be destroyed or rendered untenable by fire or unavoidable accident, the tenancy hereby created shall be thereby terminated, and all liability for rent hereunder shall cease upon payment proportionately to the day of fire or unavoidable accident.

AND IT IS ALSO FURTHER AGREED, That this agreement, with all its provisions and covenants, shall continue in force from term to term after the expiration of the term above mentioned—provided, however, that the parties hereto, or either of them, can terminate the same at the end of the term above mentioned, or of any year thereafter, by giving at least thirty days' previous notice thereof in writing.

IN TESTIMONY WHEREOF, the said M. A. Downes has his ~~parties have~~ hereunto subscribed ~~their~~ names and affixed his seals the day and year first above written and The County Commissioners of Talbot County have subscribed their names thereto and have caused to be fixed their corporate seal attested
TEST: Joseph P. Harrington Secretary
Joseph P. Harrington
John A. Redden
Edwin C. Steops (SEAL)
Thomas M. Cooper (SEAL)
James P. Edwards (SEAL)