

of two Shillings Sterling Money That they the said Cornelius Garetson and Nathaniel Waters or either of them their or either of their Executors Administrators or Assigns or any of them shall nor will not cause or Procure the Waters in the said Fishing Creek to be raised so high as to overflow the Meadows or either or any Part of either of the Meadows of him the said Robert Davidge Adjacent and contiguous to the said Fishing Creek Provided always and it is the true intent and meaning of these Presents and all the Parties hereto that nothing herein contained shall extend or be construed to extend to Subject and make the said Cornelius Garetson and Nathaniel Waters or either of them their or either of their Executors Administrators or Assigns or any of them liable or Answerable for the overflowing of the Waters in the said Creek which may be occasioned by high Tides great Freshes or the like inevitable Casualties but that the said Cornelius Garetson and Nathaniel Waters their Executors Administrators and Assigns shall and will in every such case Open the flat Gates of the Mill they propose to build on the Premises and take every Step in their Power to Prevent any Damage or Injury from arising or happening to the said Robert Davidge his Executors Administrators or Assigns from or by such Casualties That they the said Cornelius Garetson and Nathaniel Waters their Executors Administrators or Assigns shall and will within two Years from the Date hereof Build and completely finish or cause to be Built and completely finished on fishing Creek but adjacent good Tide Water Grist Mill otherwise this Present Lease and every Clause and Article herein to be utterly void That they the said Cornelius Garetson and Nathaniel Waters or either of them their or either of their Executors Administrators or Assigns or by their or either or any of their Means or Procurements shall not nor will not at any time hereafter by Way of Acquod Damnum or other legal Method hindern or attempt to hindern the said Premises hereby Demised or any Part or Parcel thereof or any other of the Lands next adjoining called Thomas's Point and Davidges Purchase And the said Robert Davidge for himself his Executors Administrators and Assigns doth hereby Covenant Grant and Agree to and with the said Cornelius Garetson and Nathaniel Waters and each of them their and each of their Executors Administrators and Assigns in Manner and Form Following that is to say that he the said

(Robert)