

maketh oath and saith that he was personally present and did see Harriet Elizabeth Ann Carter the within Grantor duly sign seal and execute the within written Indenture of Sale. Alex^r J. W. McNeily - Sworn before me at St Johns aforesaid this 5th day of January A.D. 1886 Prescott Emerson Comm^r Proved upon the affidavit of Alexander J. W. McNeily this 5th day of January A.D. 1886 at 12.30 o'clock P.M. Before me Prescott Emerson Comm^r Deposited for registration this 6th day of January A.D. 1886 at 11.45 Am. Prescott Emerson Registrar.

Harriet E. A. Carter

to
Alexander J. W. McNeily

This Indenture made at St Johns in the Island of Newfoundland this 6th day of January A.D. 1886 Between Harriet Elizabeth Ann Carter of St Johns afo. Gentlewoman wife of Stanley B. Carter of the first part Edwin John Duder of the same place Merchant of the second part and Alexander J. W. McNeily also of St Johns One of Her Majesty's Counsel of the third part Whereas there has been devised to the said H. E. A. Carter and to her sole and separate use under the Will of the late Mary Elizabeth Duder a certain messuage dwelling house land and premises situate on the Circular Road in St Johns afo. which said dwelling house land and premises and the household furniture goods and chattels therein and pertaining thereto the said H. E. A. Carter has recently sold and assigned to the said Edwin John Duder for the sum of Two thousand five hundred pounds equal to \$10,000 by Indenture dated 4th Jan'y A.D. 1886 as by reference to the said Indenture will more fully appear And whereas at the request of the said H. E. A. Carter the said sum of \$10,000 purchase money of the said separate as afo. has been credited in the books of the said Edwin John Duder to the said Alex. J. W. McNeily as Trustee for the said H. E. A. Carter upon the trusts hereby created and hereinafter expressed And whereas the said H. E. A. Carter is desirous of allowing the said sum of \$10,000 to remain invested as a loan in the business of the said Edwin J. Duder during the term of her natural life he the said Edwin

J. Duder paying her interest thereon at the rate Five pounds
 per cent per an. during the said life term. Now these presents
 witness that in consideration of the premises she the said
 H.E.A. Carter hath assigned transferred and set over and by
 these presents doth assign transfer and set over unto the
 said Alex. J.W. McNeily as Trustee as afd. the said sum of
 \$10,000 being the purchase money as afd. of the said separate
 Estate of her the said H.E.A. Carter. To hold the said
 sum of \$10,000 to the said McNeily as Trustee as afd. and
 his execs. admors. and assigns during the natural life of
 her the said H.E.A. Carter and after the decease of her the said
 H.E.A. Carter to distribute and administer the same according
 to law she the said H.E.A. Carter reserving to herself a
 power of appointment or devise by will but absolutely
 abandoning surrendering and releasing all powers of
 anticipation or alienation of the said principal sum
 of \$10,000. Upon trust nevertheless for the said Alex. J.W. McNeily
 Trustee as aforesaid to receive from the said Edwin J. Duder
 and to pay over to the said H.E.A. Carter wheresoever she may
 reside in equal quarterly payments the said interest upon
 the said sum of \$10,000 at the rate of Five pounds per
 cent per an. less his reasonable expenses and disbursements
 if any by him incurred in the execution of the said Trust.
 And the said Edwin J. Duder covenants to hold said
 of \$10,000 invested in his business to the credit of said
 Alex. J.W. McNeily Trustee as afd. and that he will during the
 lifetime of said H.E.A. Carter pay to said Alex. J.W. McNeily his
 execs. and successors. in this Trust an annual sum of
 £125 equal to \$500 being the interest upon the said principal
 sum in equal quarterly payments on the first day of January
 April July and October in each and every year during
 the lifetime of the said H.E.A. Carter. And at the decease of the
 said H.E.A. Carter he the said Duder his execs. admors. or
 assigns shall and will within three months of such decease
 pay over the principal sum of \$10,000 with interest to date
 of payment to the lawful representatives of the said H.E.A.
 Carter it being agreed between all the parties hereto that
 in such case the said Alex. J.W. McNeily as Trustee as afd.
 shall be released from all responsibility and obligation
 as to conduct or management of the Trust estate hereby
 created and that it shall not be competent for the

errors, advisors, or assigns of the said H. C. Carter or for the said
 Duder his errors, advisors, or assigns or any person claiming
 under the said H. C. Carter to demand or require from
 the said A. W. McNeily his errors, advisors, or assigns any
 accounts of the Trusts which he hereby hath voluntarily
 assumed and which shall be agreed to be concluded
 final and subject to no revision up to the date of
 the last account furnished between the said McNeily
 and the said H. C. Carter save and except such said
 last account and a supplement of the same up to the date
 of the decease of said H. C. Carter which said supplement
 to said account shall above be subject of review or
 contest as between the said McNeily his errors and
 successors and any claimants adverse to him or them
 and the said H. C. Carter for herself her errors and
 assigns covenants with the said McNeily his errors and
 successors in the said Trust that she doth approve of
 and consent to the investment of the said sum of
 \$10,000 upon loan in the business of the said Edwin J.
 Duder and that she doth and will bear harmless and
 indemnified the said McNeily his errors and successors
 in the said Trust against all the consequences of the said
 investment and generally that the said McNeily Trustee
 as afd. his errors and successors in said Trust shall not
 be responsible for any loss or damage which may accrue
 to the said Trust Estate unless the same accrue by reason
 of the gross negligence wilful default or misconduct of
 the said McNeily his errors or successors in said Trust.
 It is mutually agreed between the parties that if during the
 lifetime of the said H. C. Carter the said E. J. Duder should
 die or retire from business then and in such case the
 said Duder his errors or advisors shall pay over to the said
 McNeily his errors or successors in the said Trust within
 three months from such decease or retirement the said
 sum of \$10,000 to be reinvested upon the same Trusts as
 are hereby and herein expressed. In witness whereof the
 said parties to these presents have hereunto their hands
 and seals subscribed and set at St. Johns afd. the day and
 year first before written. H. Carter (Sd.) Edwin John
 Duder (Sd.) Alex^r J. W. McNeily (Sd.) Signed sealed and
 delivered in presence of Herbert F. Knight

Newfoundland and St John's p. Herbert E. Knight of St John's aforesaid
 Student at law maketh oath and saith that he was personally
 present and did see Harriet Elizabeth Dunbar, Edmund John
 Duder and Alexander J. W. M. M. M. the parties to the within
 written assignment upon Trust duly sign seal and execute
 the same. Herbert E. Knight. Sworn before me this
 6th day of January A.D. 1886 at St John's p. Otto Emerson
 Comm^r Proved upon the affidavit of Herbert E. Knight
 this 6th day of January A.D. 1886 at 1 45 P.M. Before me
 Otto Emerson, Comm^r.

Jessie Barnes
 to
 Mary Mullock.

Know all Men by these presents that I
 Jessie Barnes of St. John's Newfoundland widow in
 consideration of three hundred and twenty five pounds to
 me paid by Mary Mullock Superiress of the Presentation
 Convent Cathedral Square St John's have bargained,
 sold assigned and set over unto the said Mary Mullock
 and her successors in office all that piece of land
 situate in the Town of St. John's aforesaid on the West
 side of Barnes' Road (from the present line of which
 Road it is separated by a space of about eighty feet
 more or less) and bounded as follows On the North
 East by Barnes' Road and measuring thereby One
 hundred and four feet On the South East by land
 belonging to the Grantor at present leased to J. G. Garland
 and measuring thereby Eighty three feet and on the
 Rear by land belonging to the Roman Catholic Church
 and measuring thereby One hundred and thirty two feet
 To have and To hold the same unto the said Mary
 Mullock and her successors in office for ever. Covenant
 for good title Covenant for further assurance. In
 witness whereof I have hereunto my hand and seal
 subscribed and set at St. John's aforesaid this sixth
 day of January A.D. 1886 — Jessie Barnes — (S.S.)
 signed sealed and delivered in presence of Robt.
 Barnes — Newfoundland St. John's Town. Robert
 Barnes of St John aforesaid Accountant maketh oath