

This Indenture

made
the first day of May in the forty sixth Year of the
Reign of our sovereign Lord George the third, by the
grace of God of the united Kingdom of Great Britain
and Ireland, King, defender of the Faith &c. and
in the Year of our Lord one thousand eight hundred and

Six Between Thomas Cote Esquire of the
Town of Saint Johns in the Island of Newfoundland,
for and on the part, and behalf of Colonel Thomas
Skinner of His Majesty's Corps of Royal Artillery
on the one part, and Barrell Rutledge of the same place
Husbandman on the other part Witnesseth

that for and in consideration of the yearly Rents, con-
nants, and agreements hereinafter mentioned and
contained, and which on the part, and behalf of him
the said Barrell Rutledge his Exors Admors or assigns
are to be well and truly paid, kept, done and perform-
ed, he the said Thomas Cote hath demised, granted
and to farm letten, and by these presents, doth demise,
grant, and to farm lett, W that and those certain
premises consisting of a Messuage, or Dwelling House,
Stable, Garden and Meadow, commonly called a know
by the name, of Margaret Cote situate, lying and
being

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being within the liberties of the Town of Saint John
aforesaid bounded on the North by the high road
leading to Quidy Vidy, on the East by a meadow now
in the tenure or occupation of John Williams, on the
South by a Pond leading to Quidy Vidy and on the
West by a meadow late in the tenure or occupa-
tion of Captain Thomas Skinner, but now of
John Brine which said Dwelling House, Stable,
Garden and Meadow were late in the tenure or
occupation of Thomas George William Gattaff,

To Have and to Hold * the said Dwelling
House, Stable, Garden, and Meadow, together with
all and singular the privileges and appurtenances
thereunto belonging or in any wise appertaining, or
therewith usually held, possessed, and occupied
as part, parcel or member thereof, unto the said
Baron Rutledge his Executors Administrators and
Assigns from and after the day of the date of these
presentes for and during, and unto the full end and
term of Twenty one Years from thence next ensuing
to be fully complete and ended Yielding and
paying * * therefore yearly and every
year during the term hereby granted in two
half yearly equal payments unto him the said
Colonel Thomas Skinner his Executors Administra-
tors and Assigns the clear yearly rents or sum of
Twenty Five Pounds of good and lawful money of
Great Britain, that is to say, the first half yearly
payment a sum of Twelve pounds ten Shillings

to be made and paid on the thirtieth day of
 October next ensuing and the like payment
 a sum of Twelve Pounds Ten shillings to be made
 and paid on the first day of May and thirtieth
 day of October in every year during the term
 hereby granted; AND if it shall happen at any
 time during the continuance of the said term that
 the said yearly rent; or any parts thereof shall be
 behind and unpaid for the space of Ten days next
 after either of the days whereon the same shall
 become due and ought to be paid, the same being
 first lawfully demanded, and no effects on the
 said premises to be found whereon to levy distress
 sufficient to satisfy the said demands, that then
 it shall and may be lawful to and for the
 said Colonel Thomas Skinner, his ^{Exors} Admors
 or Assigns, into or upon the said premises or any
 part thereof in the name of the whole to re-enter
 and him the said Burrell Rutledge his ^{Exors}
 Admors or Assigns thereouts and from thence
 expel; and the same to have again, repossessed, and
 enjoy as in their first and former estate, right,
 and title, any thing herein contained to the
 contrary thereof in any wise notwithstanding,
AND he the said Burrell Rutledge for himself
 his ^{Exors} Admors and Assigns doth hereby further
 covenant and agree from time to time and at
 all times during the term hereby granted well
 and

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and sufficiently to uphold maintain, repair and keep in repair all and every part of the premises hereby demised; and at the end or other sooner determination of the said term, the same with all improvements and erections thereon made, in good order and tenantable condition, peaceably and quietly quit, deliver up and leave. (Fire and Enemy only excepted) and lastly it is hereby further covenanted and agreed by the respective parties, to these presents, that he the said Bonell Rutledge or his assigns so paying the aforesaid yearly rents and performing all and every the covenants and agreements herein contained, shall and may from time to time and at all times, during the said term, peaceably and quietly hold, use, occupy, possess, and enjoy the aforesaid Dwelling House, Stable, Garden, and Meadow hereby demised, without the let hindrance, molestation interruption or denial of a from him the said Colonel Thomas Skinner, his De^d Admors or Assigns, or of a from any other person or persons lawfully claiming or to claim, by from or under them or either of them, or by or through their or any or either of their means acts or procurements".

In Witness

whereof the parties to these presents their hands and seals

Let this instrument be voided in all Majesty's Highness Court
 of Chancery
 the 15th day of Dec^r 1656
 John Mordaunt Clerk

Seals interchangeably have set at St. Johns aforesaid where stamped paper is not used, the day, month and Year first above written.

Signed Sealed and delivered in the presence of

Thos. Coote
Burel Rutledge

Wm Hayward
Suanna Winter

Know all Men by these presents that I the within named Burel Rutledge do hereby transfer the within lease with my right title and Interest thereto unto Mr. John Williams as security for the sum of sixty one Pounds thirteen shillings + 8. paid me in hand the receipt of which I do hereby acknowledge this 20th Day of December 1808 eight - and which I promise to pay unto the said John Williams or his assigns on or before the tenth day of October next ensuing with Interest of Five per Cent

Transfer of Burel Rutledge's House and Farm which he holds under Lease from Col^l. Shinner late in the occupancy of S. Eastaff for £61. 13. 8

£61. 13. 8

Signed Sealed and delivered in the presence of
W. Brooking
Peter McKee
Burel Rutledge

Let this instrument be intitled in His Majesty's Supreme Court
In presence of
The Sheriff D. Coote
G. H. H. H.

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