

of Jos. Little Supreme Court Newfoundland
St. Johns to wit Joseph. J. Little of St. Johns
aforesaid Juror at Law make oath and
saith that he was present and did see Mary
Kelly and Christopher Kelly the Grantors within
named duly sign Seal and execute the
foregoing deed Jos. Little sworn to before me
at St. Johns this 16th day of March A D 1875
G. R. Lilly Commr Affls

Proved upon the affidavit of Joseph. J. Little
this 16th day of March A D 1875 at 10.30 A M
Before me G. R. Lilly Commr Supreme Court

Thomas B. B. Skinner
To
William J. S. Carter Esq
Deed of Gift

This Indenture made
this twenty eighth day of
October one thousand eight
hundred and seventy four
between Thomas Bridges

Boucher Skinner Companion of Saint Michael
and St. George of Number 7 Grosvenor place in the
City of Bath in England a Retired Major in
Her Majesty's Service of the one part and William
Thomas Skinner Carter George Hutchings and
James Carter all of Newfoundland North America
Esquires (all of whom and all other duly
appointed person or persons in addition or in lieu
thereof are hereinafter called "the Said Trustees")
of the other part Whereas the Said Thomas
Bridges Boucher Skinner is seized possessed
of or otherwise well and absolutely entitled
under the Will of his Grandmother and from
other Sources to certain Shares and interest in
an Estate property and effects situate in St.
Johns Newfoundland aforesaid and known
as "Williams Estate" And Whereas the Said Thomas
Bridges Boucher Skinner now is and has always
been solvent and in no manner whatever involved
in debt or pecuniary responsibilities or speculations

and he is desirous of setting conveying
assigning and assuring all his Share or Shares
and interest in the Williams Estate aforesaid
in manner hereinafter appearing Now this
Judgement Witnesseth that for and in consider-
ation of the natural love and affection which
he the Said Thomas Bridges Bouchier Skinner
has for his Nephew the Said William Thomas
Skinner Carter and for his Nieces Sarah
Weston Carter, Catherine Annie Skinner Carter
and Harriet Elizabeth Felicia Carter (all of
whom are the natural and lawful children
of Arthur O'Brien Carter and his Wife Harriet
Maria Cosby Skinner both deceased which
Said Harriet Maria Cosby Skinner was the
Said Thomas Bridges Bouchier Skinner) and
also in consideration of the Sum of five Shillings
paid by the Said Trustees he the Said Thomas
Bridges Bouchier Skinner doth hereby grant
release convey assign transfer and Set over
unto the Said William Thomas Skinner Carter
George Hutchings and James Carter their
heirs executors administrators and assigns
All that the Share or Shares right title and
interest of the Said Thomas Bridges Bouchier
Skinner of and in All that his real or leasehold
(of whichever tenure it may be) and personal
estate and effects known as "Williams Estate"
Saint John's Newfoundland aforesaid. And also
all other (if any) the Share and interests of the
Said Thomas Bridges Bouchier Skinner or to
which he may become entitled to or to which
he may become entitled to in the Said "Williams
Estate" To hold the Share or Shares and interest
of him the Said Thomas Bridges Bouchier Skinner
in to and out of the Said Estate according to the
nature of the title thereof whether freehold or
leasehold unto the Said Trustees their heirs
executors administrators and assigns. Upon the

following trusts that is to say upon trust to let by
 the year or otherwise the said Estate to such person
 or persons and for such rents as my said Trustees
 shall think fair and proper and to receive the
 rents and profits thereof and after payment of
 all necessary expenses and outgoing thereout
upon trust to pay and divide the balance
 thereof yearly half yearly or oftener as the said
 Trustees shall deem advisable equally between
 and among them the said William Thomas
 Skinner Carter Sarah Weston Carter Catherine
 Annie Skinner Carter and Harriet Elizabeth
 Felicia Carter for and during the term of
 their natural lives And from and immediately
 after the decease of any or either of them the
 William Thomas Skinner Carter Sarah Weston
 Carter Catherine Annie Skinner Carter and
 Harriet Elizabeth Felicia Carter then upon
trust to pay the share of the one so dying unto
 his or her husband (or Wife if any) as the
 case may be for and during the term of his
 or her natural life and from and immediately
 after the decease of any or either of them the
 said William Thomas Skinner Carter Sarah
 Weston Carter Catherine Annie Skinner Carter
 and Harriet Elizabeth Felicia Carter and
 their Husbands and Wives respectively or any
 or either of them then it is hereby declared
 that the share or portion of the annual income
 of the one so dying shall be held accumulated
 or invested upon trust for such child or children
 of the one so dying who being son or sons shall
 live to attain the age of twenty one years or being
 daughter or daughters shall live to attain that
 age or marriage in equal shares And in case
 of an only child then the whole of the share to
 such only child and to be vested as aforesaid
 but in the event of any or either of them the said
 William Thomas Skinner Carter Sarah Weston Carter

Catherine Annie Skinner Carter and Harriett Elizabeth Felicia Carter (Subject to the life interest of any husband or wife as aforesaid) dying without leaving any lawful issue of him or her surviving or any issue who should not take a vested interest as aforesaid. Then it is hereby declared that the share or portion of the one so dying shall be held upon the same trusts as are hereinbefore declared and be equally divided between the survivors of them the said William Thomas Skinner Carter Sarah Weston Carter Catherine Annie Skinner Carter and Harriett Elizabeth Felicia Carter or their issue as aforesaid. Such issue to represent and take their parents share. And it is declared that the interest any married woman may take under the trusts hereby declared shall be for her sole and separate use free and independent of the debts control or engagements of any husband and whose receipts alone shall be a sufficient discharge to my said Trustees. And it is hereby further ^{declared} that the said Trustees may apply the whole or any part of the income of the expectant share of any child for or towards his or her maintenance and education with liberty to pay the same to the Guardian or any of the Guardians of such infant for the purpose aforesaid without being liable to see to the application thereof and may invest the residue (if any) of the said income and the resulting income thereof so as to accumulate at compound interest to the intent that such accumulations may be added to the principal share from which the same may have arisen and follow the destinations thereof but the said Trustees or Trustee may at any time resort to the accumulation of any preceding year or years and apply the same for or

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towards the maintenance or Education of any child for the time being presumptively entitled thereto And it is also declared that the Said Trustees or Trustee may raise any part or parts not exceeding together one moiety of the expected Share of any child and apply the Same for his or her advancement preferment or benefit as the said Trustees or Trustee may think desirable And it is hereby declared they at such time or times as and when they shall think proper to sell the said William's Estate aforesaid either by public or private Sale and either together or in lots and No purchaser thereof shall be bound to see or in any manner be liable for the application of the purchase money And in the event of any Sale being made the money to arise therefrom after payment of all expenses attending the Same shall go to remain and be held upon the trusts herein contained And it is also declared that the Said Trustees and Trustee may from time to time let the whole or any part of the hereditaments for the time being either from year to year or for any term of years at such rent and subject to such covenants as they or he shall think fit and may accept surrenders of leases and tenancies fell timber and other trees standing on the said hereditaments whether for sale repair or otherwise and generally may manage the Same in such manner as they or he shall think fit and the proceeds of any timber sold by the said Trustees or Trustee shall be considered as income and paid and applied accordingly And it is hereby further declared that all monies liable to be invested under the said Will may be invested in or upon any stocks funds or Securities of or guaranteed by the Government of the United Kingdom or of India or of any other British possession (including

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the Stocks or Securities of any Railway or other Company in India or elsewhere having a fixed rate of interest thereon guaranteed as aforesaid or in Stock of the Bank of England or the bonds or debentures or debenture stock or preference stock or preference shares of any Railway or other Company in Great Britain incorporated by Act of Parliament or Royal Charter and paying a dividend on its ordinary stock or shares or upon real or leasehold securities Such leasehold Securities being held for a term whereof Sixty years at least shall be unexpired at the time of such investment And in lending money on any Mortgage Security the said Trustees or Trustee may accept whatever title or evidence of title shall appear to them or him sufficient and in particular may in the case of leasehold securities waive the production of the lessors title without being answerable for any loss arising thereby and the said Trustees or Trustee may at any time release any part of the property comprised in any Mortgage Security upon being satisfied that the remaining property comprised therein is a sufficient Security for the money owing thereon And it is declared that if the Trustee hereby appointed or any of them shall die or if ^{they or} any or either of them or any future Trustee or Trustees of this Indenture shall die or shall desire to retire from the trusts hereof or shall refuse or become incapable to act in the trusts hereof before the same shall be fully performed then and in every such case it shall be lawful for the continuing Trustees or Trustee for the time being or if there shall be no continuing Trustee then for the retiring or refusing Trustees or Trustee or the executors or administrators of the last acting Trustee to appoint any other person or persons to be a

Trustee or Trustees in the place of the Trustees
or Trustee so dying or going to reside abroad
or desiring to retire or refusing or becoming
incapable to act as aforesaid with liberty
upon any such appointment to increase or
diminish the number of Trustees but so that
the number of Trustees be not below two. And
upon every such appointment the trust premises
so conveyed assigned or transferred as to
become vested in the new Trustee or trustees
either jointly with the continuing trustee or
trustees or solely as the case may require And
every such new trustee (as well before as after
the said trust premises shall become vested
in him) shall have all the powers and
authorities of the Trustee for whom he shall
be substituted In Witness whereof the said
parties to these presents have hereunto set
their hands and seals the day and year
first before written I Skimmer (S) Signed
Sealed and delivered by the above named
Thomas Bridges Bouchier Skimmer in the
presence of Chas. E. Little Sol^r Bath
England Bart Little Notary public Bath
(Notarial Seal). I Charles Edward Little
of No 1 Queen Square in the City of Bath in
England Solicitor make oath and say I
that on the twenty eighth day of October one
thousand eight hundred and Seventy four
personally appeared before me Thomas Bridges
Bouchier Skimmer of No 7 Grosvenor Place in
the said City of Bath a retired Major in
Her Majesty's Service who duly Signed Sealed
and delivered a certain deed of Voluntary
Settlement dated the twenty eighth day of
October one thousand eight hundred and
Seventy four and made between the said
Thomas Bridges Bouchier Skimmer of the one
and William Thomas Skimmer Carter George

Witchings and James Carter of the other part
and which said deed is now marked A 2
That the said deed was executed in the City
of Bath 3 That I personally know the said
Thomas Bridges Bouchier Skinner 4 That I
am one of the subscribing witnesses to the said
Chas. E. Little sworn at the City of Bath in
the County of Somerset this fifth day of
November one thousand eight hundred and
seventy four Before me Camille Felix Desire
Caillard Justice of the peace for the County
of Somerset. To all to whom these presents
shall come I Bartlett Little of the City of
Bath in the County of Somerset in England
Notary public by Royal authority duly
admitted and sworn dwelling and practising
at Bath aforesaid do hereby certify that on the
day of the date hereof I was present and did
see Charles Edward Little duly sworn to the
heretofore written affidavit before Camille
Felix Desire Caillard Esquire the Judge of the
County Court of the said City of Bath and a
Justice of the peace for the County of Somerset
and the same was taken by such Judge
and I further certify that I was also present
on the twenty eighth day of October last and
did see the said Thomas Bridges Bouchier
Skinner duly sign seal and execute the said
deed referred to in the affidavit of the said
Charles Edward Little In testimony whereof
I have herewith set my hand and Seal of Office
this fifth day of November one thousand eight
hundred and seventy four Prod attestor
Bart Little Notary public Bath Notarial Seal
This is the deed marked A 2 referred to in the
affidavit of Charles Edward Little one of the
attesting witnesses to the due execution hereof
by the said Thomas Bridges Bouchier Skinner
sworn before me this fifth day of November one

thousand eight hundred and Seventy four
Camille Felix Desire Caillard a Justice of
the peace for the County of Somerset
Deposited for registration April 5th A.D. 1875
at half past one o'clock P.M. H. J. Wood Acting
Registrar.

Robert W. Newman & Co
To
Robert Rutherford & Co

Memorial of an Indenture
made this eighteenth day
of January A.D. one thousand
eight hundred and forty

seven Between Robert William Newman of
Mainhead in the County of Devon England
Baronet and Thomas Newman of the same
place Esquire of the one part and Robert
Rutherford and James Scott Rutherford of St
Johns Newfoundland Merchants of the other
part Witnesseth that for and in consideration
of the rents covenants and agreements herein
after recited and contained by and on the
part and behalf of the said Robert Rutherford
and James Scott Rutherford their executors
administrators and assigns to be paid done
and performed they the said Robert William
and Thomas Newman have devised and
bequeathed unto the said Robert Rutherford and
James Scott Rutherford their executors
administrators and assigns All those
waterside land and premises Situate and
being on the South Side of Water Street in the
town of St. Johns aforesaid bounded on the North
East by premises of Messrs Daine Johnson and
Company on the North West by Water Street and
admeasuring thereby eighty three feet on the
South East by the Harbor of St. Johns and
measuring thereby about eighty eight feet and
one half feet (at a distance of one hundred
feet from Water Street and on the South West