

seal at St. John's this 8<sup>th</sup> day of July A.D. 1879 James <sup>his</sup> ~~mark~~  
 Prouse S.S. signed sealed and delivered in presence  
 of J. B. McMilly Newfoundland St. John's S.S. Isaac  
 Robert McMilly of St. John's aforesaid Barrister at Law  
 maketh oath and saith that he was present and  
 saw James Prouse the within grantor sign by  
 making his mark seal and deliver the within  
 Bill of Sale on the day and year within written  
 J. B. McMilly. Sworn before me at St. John's  
 aforesaid this 28<sup>th</sup> day of October A.D. 1879. P.  
 Querson Commissioner. Proved upon the  
 affidavit of Isaac B. McMilly this 28<sup>th</sup> day of  
 October A.D. 1879 at fifteen minutes after eleven  
 o'clock A.M. before me P. Querson Comm<sup>r</sup>

Thomas McGrath  
 to  
 Robert Carter.

This Indenture made at St. John's in  
 the Island of Newfoundland this 6<sup>th</sup> day of November  
 A.D. 1879 between Thomas McGrath of St. John's  
 aforesaid carriage builder of the one part and  
 Robert Carter of the same place gentleman of  
 the other part Witnesseth that for and in  
 consideration of the sum of two thousand  
 two hundred dollars to the said Thomas  
 McGrath in hand paid by the said Robert  
 Carter the receipt whereof is hereby acknowledged  
 the said Thomas McGrath hath bargained  
 sold assigned transferred and set over and  
 by these presents doth bargain sell assign  
 transfer and set over unto the said Robert  
 Carter his Executors administrators and assigns all  
 the right title and interest of the said Thomas  
 McGrath in and to the dwelling house messuage  
 and premises situate on the West side of Pochrane  
 Street in the town of St. John's aforesaid <sup>at present</sup> occupied  
 by the said Robert Carter the said premises being  
 parcel of land and premises leased by Ellis Estate to the

59  
said Thomas M<sup>c</sup>Grath by deed bearing date the  
1<sup>st</sup> day of December A.D. 1871. for the term of sixty  
years from the 20<sup>th</sup> day of April A.D. 1871 at a  
ground rental for the whole of nine pounds per  
annum, to have and to hold the said dwelling  
house messuage and premises unto the said  
Robert Carter his executors and assigns  
for the unexpired term of sixty years commencing  
from the 20<sup>th</sup> day of April A.D. 1871 subject to  
all the covenants conditions and agreements  
in the said lease contained and to one half  
of the said ground rent of nine pounds, and  
the said Robert Carter for himself his executors  
and assigns hereby covenants promises  
and agrees to and with the said Thomas  
M<sup>c</sup>Grath his executors in manner  
following that is to say that he the said  
Robert Carter his executors and assigns  
shall and will observe and perform  
and fulfil all the covenants clauses  
and agreements in the said lease contained  
and shall and will pay the sum of four  
pounds ten shillings being one half of the  
rent reserved in the said lease to the ground  
landlord on the days and times therein  
appointed for payment thereof. And the  
said Thomas M<sup>c</sup>Grath for himself his  
executors and assigns hereby covenants  
with the said Robert Carter his executors  
and assigns in manner following  
that is to say that the said Robert Carter  
his executors and assigns paying  
half of the said rent reserved in said  
lease and observing performing and  
fulfilling all the covenants clauses and  
agreements therein contained shall and  
may peaceably and quietly have hold use  
occupy possess and enjoy the said house  
messuage and premises without the intervention  
or hindrance of or by the said Thomas  
M<sup>c</sup>Grath his executors or assigns or any  
person or persons lawfully claiming or to

claim by from under or in trust for him them  
 or any of them and that the said Robert Carter  
 his executors and assigns shall incur ~~not~~  
 responsibility for nor in any way become subject  
 to payment of any ground rent but that (being  
 half aforesaid) reserved in the premises hereby  
 devised and in the event of the said Robert  
 Carter his executors and assigns or the  
 premises hereby devised being at any time  
 made responsible or subject to any <sup>greater</sup> amount  
 of ground rent than is hereby reserved the  
 difference shall be a rent charge upon the  
 remainder of the premises and shall be  
 liable to be distrained for thereon in the  
 ordinary way as for rent or arrears of rent  
 due upon such remainder of the premises  
 to the said Robert Carter his executors and  
 assigns. In witness whereof the said parties  
 to these presents have hereunto their hands  
 and seals subscribed and set at St Johns  
 aforesaid on the day in the day aforesaid  
 Thomas M<sup>c</sup> Grath & S. Robert Carter & S.  
 Signed sealed and delivered in presence of  
 J. E. M. Bunting. Acknowledged by Thomas  
 M<sup>c</sup> Grath November 6<sup>th</sup> 1879 at a quarter before  
 two o'clock p.m. Before me N. J. Wood Consul.

Elizabeth J. Walbank  
 Robert H. Prowse Jane B.  
 Prowse Revd J. McKee and  
 Catherine McKee

to  
 Revd George J. Bond

This Indenture made at St Johns in  
 the Island of Newfoundland this twenty ninth  
 day of June Anno Domini One thousand eight  
 hundred and seventy five Between Elizabeth  
 J. Walbank of Saint Johns widow and  
 administratrix of the estate and effects of the  
 late Matthew W. Walbank esquire Robert H. Prowse