

parties to these presents their Hands and Seals have set. at Saint Johns aforesaid the Day and Year first before written.

Patrick Sarahin by his Attorney Gilbert Clapp  
John Rendell Junr. by his Attorney Thomas Clapp  
John Rendell Junr.

Sealed and delivered by the within named Gilbert Clapp and Thomas Clapp by their Attorney John Rendell the younger, and by the within named Patrick Sarahin in his own proper person, the words "and from front to Rear or South East to North West sixty two feet" being first inserted between the Seventh and Eighth line, in the presence of us  
Henry Tracey  
J. Harrant

In the Supreme Court Newfoundland.

James Harrant of Saint Johns aforesaid Gentleman maketh oath and Saith, that he was present and did see Patrick Sarahin of Saint Johns aforesaid Shopkeeper of the one part, and John Rendell Junr. also of Saint Johns aforesaid Merchant as the Attorney of Gilbert Clapp and Thomas Clapp of the other part, sign, seal and duly execute the within Lease.

J. Harrant

Sworn at Saint Johns aforesaid this fifth day of July 1819.  
Before me

Francis Forbes  
C. J. Harrant

Let the within Lease be recorded in His Majesty's Supreme Court Saint Johns Newfoundland. Book of Enrollments G.G. folios 504. 505. 506. 507 and 508. June 22. 1819.

Francis Forbes  
C. J. Harrant

This Indenture

made at Saint Johns, in the Island of Newfoundland this Twenty fourth Day of June in the Year of our Lord One thousand Eight Hundred and Eighteen. Between Gilbert Clapp of Stalden, in the Parish of Saint Nicholas, in the County of Devon England and Thomas Clapp of West Seignmouth also of the aforesaid County County Merchants by their Attorney John Rendell the younger, of Ringmore in the Parish of St. John's Head, in the County aforesaid, but at present residing in Saint Johns in the Island aforesaid Merchant of the one part and Thomas Skinner of Saint Johns aforesaid Shoemaker of the other part Witnesseth that the said Gilbert Clapp did Thomas Clapp to and in consideration of the Rents, Covenants and agreements hereinafter reserved and contained by and on the part and behalf of the said Thomas Skinner his Executors, Administrators and Assigns to be paid, done and performed, Have demised, leased, set, and to farm let, and by these presents do demise, lease, set and to farm let unto the said Thomas Skinner his Executors, Administrators and Assigns, All that Piece or Parcel of Ground (being part of Clapps Plantation) situated on the North Side of Water Street in the Town of Saint Johns aforesaid, measuring on the South East by Water Street Twenty five feet, on the North West, or in the rear Twenty two feet, and from front to rear, or from the line marked out for the North side of Water Street, to the rear Sixty feet (is bounded on the North East by the Dwelling House and premises in the occupation of James Lilly) which piece of Ground is marked out, and now in the possession of the said Thomas Skinner, together with all erections and buildings to be erected, and built thereon, and all ways, paths, passages, easements, profits and appurtenances whatsoever belonging, and which shall belong to the said hereby demised premises, or any part or parcel thereof. To have and to hold the said piece or parcel of Ground and premises hereby demised or intended so to be, with its appurtenances, unto the said Thomas Skinner his Executors, Administrators and Assigns

Assigns from the Twentieth Day of October now next ensuing, the date hereof, for and during and unto the full end and term of Seventy One Years, and from thence next ensuing to be fully compleat and ended **Yielding and Paying** therefore yearly and every year, during the said term hereby demised, unto the said Gilbert Clapp and Thomas Clapp, their Heirs or Assigns, the yearly Rent, or Sum of Seventy Five Pounds in good and approved Bills of Exchange, Cash, or Bank of England Notes, lawful Money of Great Britain, on the Twentieth Day of October in each year, the first payment thereof to commence, and be made, on the Twentieth Day of October, which will be in the year of our Lord One Thousand Eight hundred and sixteen. And the said Thomas Skinner for himself his Heirs, Executors, Administrators and Assigns doth covenant, promise and agree to, and with the said Gilbert Clapp and Thomas Clapp their Heirs and Assigns, by these presents, in manner following (that is to say) that he the said Thomas Skinner his Executors, Administrators or Assigns, shall and will yearly and every year, during the said term hereby granted, well and truly pay, or cause to be paid unto the said Gilbert Clapp and Thomas Clapp their Heirs or Assigns, the said yearly Rent, or Sum of Seventy Five Pounds of lawful Money of Great Britain, on the day and time, and in manner hereinbefore appointed for payment thereof. And that he the said Thomas Skinner, his Executors, Administrators and Assigns, shall and will before the expiration of Twelve Months from the date hereof, at his and their own proper Costs and Charges, erect, build and compleat, and in a workmanlike manner finish a good and substantial Messuage or Tenement, upon part of the Ground hereby demised, to the full extent of the said Ground by Water Street, (and that he the said Thomas Skinner his Executors, Administrators or Assigns, shall not now, or at any time during the said term, erect any Building of any description whatever within fifteen Feet of the North West boundary of the said hereby demised premises) And also that he the said Thomas Skinner his Executors, Administrators and Assigns shall and will from time to time, and at all times from and after the said Messuage or Tenement, on the said piece of Ground hereby demised shall be compleat and finished, during the remainder of the said term hereby granted, when, where, and as often as need or occasion shall be

or require, at his, and their own proper Costs and Charges, well and sufficiently repair, uphold, support, maintain, amend and keep the said Messuage or Tenement, and all other Messuages or Tenements, erections and buildings, which may be made on the said piece of Ground, in and by, and with all and all manner of needful and necessary reparations and amendments whatsoever, And the said Messuage or Tenement, Messuages or Tenements and premises being in every respect so well and sufficiently repaired, upheld, and supported, sustained, maintained, amended and kept, shall and will at the expiration or other sooner determination of the said term hereby granted, peaceably and quietly, leave, surrender, and yield up unto the said Gilbert Clapp and Thomas Clapp their Heirs and Assigns (Fire and Enemy which may destroy the same or any Part thereof only excepted.) Provided always nevertheless and these presents are upon this express condition, that if the said Yearly Rent or Sum of Seventy Five Pounds hereby reserved, or any part thereof, shall be behind and unpaid by the space of five Days next after the day of payment, whereon the same ought to be paid as aforesaid (being lawfully demanded) or if the Messuage or Tenement to be erected on the Ground hereby demised, should by any inevitable accident be destroyed, and the said Thomas Skinner his Executors, Administrators and Assigns, shall not within fifteen Days after such event give Notice in writing to the said Gilbert Clapp and Thomas Clapp their Heirs, Executors, Administrators and Assigns of his intention to retain the said piece of ground hereby demised, for the then unexpired term, upon the same terms and conditions as herein contained, or if he the said Thomas Skinner his Executors, Administrators and Assigns, shall not well and truly observe and keep all and every the Covenants, articles, clauses, conditions and agreements in these presents and contained on his, and their parts, and behalves, to be performed and kept according to the true intent and meaning of these presents. Then and from thenceforth in either of the said cases it shall and may be lawful to and for the said Gilbert Clapp and Thomas Clapp their

their Heirs and Assigns, into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same to have again, Retain, Repossess and enjoy, as in his and their first former right and Estate, and the said Thomas Skinner his Executors, Administrators and Assigns, and all other Tenants and occupiers of the said premises thereout and from thence utterly to expel, put out, and amove, and that from and after such reentry made this present lease, and every article, clause and thing herein contained to the contrary thereof, in any wise notwithstanding. And the said Gilbert Clapp and Thomas Clapp for themselves their Heirs and Assigns DO hereby Covenant, promise and agree to and with the said Thomas Skinner his Executors, Administrators and Assigns, that he the said Thomas Skinner his Executors, Administrators and Assigns paying the said yearly rent hereby reserved, in manner and form aforesaid, and observing, performing and keeping, all and singular the covenants, and agreements hereinbefore mentioned, on his, and their parts, and behalves, to be performed and kept, shall and may lawfully, peaceably and quietly, have, hold, occupy, possess and enjoy the said piece or parcel of Ground, and premises hereby demised, with their and every of their appurtenances, for and during the said Term of Twenty one Years hereby granted, without any lawful let, suit, Trouble, denial or interruption of or by the said Gilbert Clapp and Thomas Clapp, their Heirs or Assigns, or any person or persons lawfully claiming, or to claim, by, from, or under him, than, or any of them. **In Witness** whereof the said parties to these presents their hands and Seals have set at Saint Johns aforesaid the Day and Year first before written.

Thomas Skinner by his Attorney John Rendell Junr.  
 Gilbert Clapp by his Attorney John Rendell Junr.  
 Thomas Clapp by his Attorney John Rendell Junr.

Sealed and delivered by the within named Gilbert Clapp and Thomas Clapp by their Attorney John Rendell the younger, and by the within named Thomas Skinner, in his own proper person, in the presence of us  
 Rich. Langley  
 Henry Tracey

512

In the Supreme Court Newfoundland.

Saint Johns to wit -

William Hayward of Saint Johns aforesaid Notary Public, maketh Oath and Saith, that he was present on the day of the date hereof and did hear Thomas Skinner of Saint Johns aforesaid Shoemaker, and John Rendell Junr. as the Attorney of Gilbert Clapp and Thomas Clapp severally acknowledge that the signatures on the other side written at the foot of the within Lease, were their respective hands writing, and that the said Lease was duly executed by them, and that Richard Langley and Henry Tracey is not in this Island.

Sworn at Saint Johns aforesaid this fifth day of July 1819 -  
 Before me

Francis Hooper  
 C. J. Hooper

William Hayward

Let the within Lease be recorded in His Majesty's Supreme Court Saint Johns Newfoundland. Book of Enrollments G. G. Folio 509. 510. 511. 512 & 513. June 22. 1819.

Francis Hooper  
 C. J. Hooper