

8  
Lousie  
Col. Tho Skinner  
to  
J. G. W. Eaststaff  
20 Oct 1704

This Indenture made this <sup>twentieth</sup> Eighth of July in the forty fourth year of the reign of our Sovereign Lord George the Third by the Grace of God of Great Britain and Ireland King Defender of the Faith &c. &c. &c. Between William Elmes Esq: Merchant and Lieut Thomas Skinner Royal Artillery joint Agents for the Property of Colonel Thomas Skinner Royal Engineer or his Heirs, or Administrators or Assigns in the Island of Newfoundland on the one part and Tho: Geo: Willm Eaststaff Roy: Mil: y: Sur and Drury: or his Heirs or Administrators or Assigns on the other in the same place Witnesseth that the said Wm: Elmes Esq: &c and Lieut. Tho: Skinner &c in behalf of the said Col. Skinner his Heirs Administrators or Assigns do for and in consideration of the yearly rent and Covenants hereafter mentioned, and agreed doth demise grant and to farm, lett unto to the said Tho: Geo: W Eaststaff &c his Heirs Administrators or Assigns the Dwelling House and all the Ground (except Twelve feet in breadth which is to be left out as a straight road down ~~the~~ <sup>from</sup> the house to the Wharf in the Pond the Fences on each side of the road isto be erected at the joint expence of both parties) situated lying and being on the right hand of the road leading to Quiddy Piddy bounded to the Northward by a Farm occupied by Tho: Martin on the Eastward <sup>by the Pond</sup> and on the Westward by the above mentioned road To have and to hold the said Dwelling House and Ground from this Date until the full end and term of Seven, fourteen and Twenty one Years

unexpired holding and paying yearly and every year  
 during the said term unto the said joint Agents  
 Wm. Collins Esq. & and Lieut. Skinner &c as  
 aforesaid, or to any other Agent that may be appoin-  
 ted by the said Colonel Skinner his heirs Admini-  
 strators and assigns to receive the said Rent of seven  
 ty ~~four~~ pounds Sterling lawful Money of Great Britain  
 Payable every 20<sup>th</sup> day of October during the aforesaid  
 term and it is further agreed that the said joint Agents  
 &c shall put and keep the said J. G. W. East's left his  
 heirs administrators and assigns in full and  
 peaceable possession the 20<sup>th</sup> of October 1804 and it  
 is further agreed that for 5 years before the  
 expiration of the said term not any of the Hay or manure  
 shall be taken off of the said Farm but to be made use  
 of on the Estate for the general good of the above  
 mentioned Farm and it is further agreed that in  
 case of Non payment of Rent by the 1<sup>st</sup> of November  
 yearly if lawfully demanded as in manner aforesaid  
 it may be lawful and trust for the said joint Agents  
 &c in behalf of the said Colonel Thomas Skinner  
 &c his heirs administrators and assigns to reenter  
 possess and enjoy ~~in~~ <sup>or</sup> his or her or their former estate  
 without molestation or hindrance And at the full  
 expiration of the said terms of Seven fourteen  
 and Twenty one years as the said J. G. W. East's left  
 his heirs administrators and assigns shall ~~hold~~ <sup>hold</sup>  
 the said premises with all its improvements in good  
 and tenantable repair the danger of Fire and Enemy

into  
 right of  
 our Sovereign  
 Britain  
 &c  
 Lieut  
 to for the  
 Engineer  
 in the  
 d. Tho.  
 or  
 other  
 said Wm.  
 &c in  
 Admini-  
 stration  
 mention  
 left unto  
 Administra-  
 Ground  
 left out  
 Wheat  
 to be  
 treated  
 leading  
 Farm  
 &c  
 red road  
 use  
 the end  
 years

executed given under our hands and seals this  
Twentieth day of October and in the year  
of our Lord one thousand eight hundred and forty

(signed)

Signed Sealed and Delivered  
in G<sup>r</sup>. Johns or in Newfoundland were  
no stamped paper is used in the  
presence of the undersigned witnesses.

J. G. W. Eastaff  
Will Elmes  
Wm. Tho. Skinner

(signed)  
W. P. Skinner  
Robert Newson

leave.  
not Bu  
to  
John J  
5 Sep. 18