

[OBVERSE]

This Indenture made the first day of January in the year of our Lord one thousand and ~~forty six~~
51 Between the [~~ub?~~] James Edward Small of the ~~City Town of Toronto~~ *London* in the ~~Home~~
~~District County of Middlesex~~ and Province of Canada Esquire of the one part and ~~Thomas~~
~~Paterson John Roddy~~ of the ~~same place~~ City of Toronto Labourer of the other part **Whereas** the
said James Edward Small is seised unto him and the heirs male of his body of the messuage
tenements and premises hereinafter mentioned and has contracted with the said ~~Thomas~~
~~Paterson John Roddy~~ to grant him a Lease thereof for the term and subject to the covenants
and conditions hereinafter contained **Now this Indenture witnesseth** that in consideration of
the yearly rent hereinafter reserved and of the covenants conditions and agreements
hereinafter contained on the part of the said ~~Thomas Paterson John Roddy~~ his heirs executors
administrators and assigns to be paid and performed [by?] the said James Edward Small **hath**
demised leased and to farm let and by these presents **doth** demise lease and to farm let unto
the said ~~Thomas Paterson John Roddy~~ his executors administrators and assigns **All** and singular
that certain parcel or tract of land and premises situate lying and being in the City of Toronto
aforesaid being composed of part of Park Lot Number three in the Township of York *now in the*
City of Toronto and which is butted and bounded or may be otherwise known as follows that is
to say **Commencing** in the Eastern limit of Berkeley Street where a post has been planked
marked 7/8 thence North Sixteen degrees West ~~one hundred~~ 50 feet to where a post has been
planked marked 9/10 thence North seventy four degrees East one hundred and thirty two feet
to the West side of a Lane Thence South sixteen degrees East ~~one hundred feet~~ 50 along the

said Lane to where a Post has been planked at the North East angle of Lot number seven
Thence South seventy four degrees West one hundred and thirty two feet to Berkeley Street
the place of beginning being lots numbers eight and nine upon a plan surveyed by C. Rankin
Deputy Provincial Surveyor and containing ~~together one thousand four hundred and sixty six~~
~~square yards and six square feet~~ 6600 square feet more or less **To have and to hold** the same
together with the appurtenances thereunto belonging to the said ~~Thomas Paterson~~ John Roddy
his *heirs* executors administrators and assigns ~~from the day of the date of these presents to be~~
computed from the first day of January which was in the Year of our Lord 1846 for and during
the term of twenty one years from thence ~~next~~ ensuing and fully to be complete and ended
Yielding and paying therefor *yearly and [Current?]* year unto the said James Edward Small and
the heirs male of his body his and their respective assigns yearly and every year during the said
term hereby granted the yearly rent or sum of ~~five~~ 3-0 pounds of lawful money of Canada by
equal half yearly payments of ~~two~~ one pounds and ten shillings *each* on the first day of January
and the first day of July in each and every year the first half yearly payment to be made on the
first day of July next ensuing ~~the date of these presents~~ this commencement [after?] [second?]
term **And** the said ~~Thomas Paterson~~ John Roddy for himself his executors administrators and
assigns **doth** hereby covenant promise and agree to and with the said James Edward Small and
the heirs male of his body his and their assigns in manner following that is to say **That** he the
said ~~Thomas Paterson~~ John Roddy his executors administrators and assigns or some of them
shall and will well and truly pay or cause to be paid unto the said James Edward Small and the
heirs male of his body his or their assigns the said yearly rent hereby reserved in manner and at
the times hereinbefore specified for payment thereof **and further that** he the said ~~Thomas~~

~~Paterson~~ John Roddy his executors administrators and assigns shall and will during the said term hereby demised pay all rates taxes and assessments whatsoever that now are or may hereafter be assessed or imposed upon the said land and premises hereby demised

[REVERSE]

John [...lton]?) Carpenter No. 9

Lease

for twenty one years

James Edward Small

To

Thomas Paterson

Dated January 1st 1846

Know all men by these presents, That I the within named Thomas Paterson of the City of Toronto in the Home District and Province of Canada Yeoman for and in consideration of the sum of ten pounds of lawful money of Canada to me in hand paid by John Roddy of the City of Toronto, and the district and Province aforesaid Yeoman at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, have painted, assigned, and let men and by these presents do paint, assign, and let men unto the said John Roddy his executors, administrators, and assigns, as such the within indenture of lease, and ask that certain parcel in tract of land and premises hereby demises, with the appurtenances; And also all my estate, right, title, term of years yet to come, claims, and demands whatsoever, of, in, to, or out of the same, To have and to hold the said land and premises with the appurtenances unto the said John Roddy his executors, administrators, and assigns for the residue of the term within meantimes, under the yearly rents and Covenants on my part and behalf to be done, kept and performed.

The writing whereof I have hereunto let my hand and affixed my seal this Eleventh day of April in the year of our Lord 1848.

Signed, Sealed and delivered

In presence of-

Andrew {Mc?}

Thomas Paterson
X his mark