

and ended Yielding and paying therefore on the last day
of the said term unto the said George Hutchings and Mary
his wife the rent of one paper cone if demanded To the in-
tent that by virtue of these presents and by force of the Statute
for transferring uses into possession the said Peter Weston Carter
may be in the actual possession of the said hereby bargained
premises with the appurtenances and be enabled thereby to
accept and take a grant and release of the reversion and
inheritance thereof to him the said Peter Weston Carter his
Heirs and Assigns to and for and upon such uses trusts intents
and purposes as are limited expressed and declared in a certain
Indenture of Release intended to bear date the day after the
date of these presents, and to be made between the said George
Hutchings and Mary his wife of the one part and the said Peter
Weston Carter of the other part. In Witness whereof the said
parties to these presents have hereunto set their hands and
seals the day and year first above written. George Hutch-
ings (L. S.) Mary Hutchings (L. S.) Signed sealed
and delivered at St. Johns Newfoundland where the Stamp
Duties do not extend in the presence of Ann W. Hutchings
Abraham Le Messurier. Samed. G. Carter. Accept for five
Shillings.

George Hutchings
&
Mary Hutchings
to
Peter W. Carter.

25/-

Be it remembered that on
the seventeenth day of November
A.D. one thousand eight hun-
dred and forty five the execution
of a certain Indenture by George
Hutchings and Mary Hutchings
the Grantors therein named was
duly proved on the Oath of Abra-
ham Le Messurier a subscribing
Witness thereto, and that the same
was on the day and year aforesaid
duly registered as follows: —

Edm. Mulholland

Clerk of the Court

This Indenture made the twenty second day of
December in the Year of our Lord one thousand eight

Numbered and twenty Between George Hatchings of
Saint Johns in the Island of Newfoundland Gentleman
and Mary his Wife of the one part and Peter Weston
Carter of the same place Esquire of the other part. Whereas
Eliza Cotte Hatchings the Daughter of the said George
Hatchings and Mary his Wife intermarried with Peter
Le Messurier of Saint Johns aforesaid Merchant and
hath since departed this life leaving two Daughters named
Eliza Hatchings Le Messurier and Jane Sidney Hanks
Le Messurier and one Son named John Thomas Le Messurier
who hath been from his birth both deaf and dumb and seve-
ral other Children her surviving And Whereas the said
George Hatchings and Mary his Wife are desirous to pro-
vide for the maintenance and education of the said Children
of their said deceased Daughter and especially to provide for
her said two Daughters and also for her said Son John
Thomas Le Messurier and have agreed to grant and release
the Messuage Tenement or Dwellinghouse piece or
parcel of ground hereditaments and premises hereina-
fter particularly mentioned and described unto the said
Peter Weston Carter his Heirs and Assigns for the Uses
and upon the Trusts hereinafter expressed and declared
Now this Indenture Witnesseth that for and in conside-
ration of the natural love and affection which they the
said George Hatchings and Mary his Wife have and
bear for and towards the Children of their said deceased
Daughter Eliza Cotte Le Messurier and also for and in conse-
deration of the sum of Ten Pounds of lawful money of Great
Britain to them the said George Hatchings and Mary his
Wife in hand well and truly paid by the said Peter Weston
Carter at or before the sealing and delivery of these presents the
receipt whereof they do hereby own and acknowledge They
the said George Hatchings and Mary Hatchings his Wife
Have and each of them Hath granted bargained sold
aliened released and confirmed and by these presents
Do and each of them Doth grant bargain sell alien release
and confirm unto the said Peter Weston Carter in his actual
possession now being by virtue of a Bargain and Sale thereof to
him thereof made by the said George Hatchings and Mary

his Wife in consideration of five Shillings by Indenture bearing date the day next before the day of the date of these presents made in presence of the Traue made for transferring over into possession ...
 All that Messuage Tenement or Dwellinghouse situate lying and being in the Town of St. John aforesaid and which said ...
 House is erected and built in and upon a certain plot of ground bounded on the front or South East, part thereof by a Road or Street leading from Duckworth Street towards the River Head and extending thereby thirty nine feet, on the South West part side or end thereof by a certain Meadow or Field belonging to him the said George Hutchings called the Marsh Meadow and on the North West and North East parts or sides thereof by a certain ...
 Meadow or Field belonging to or in the occupation of Patrick Brazil, Cooper. Together with the Yard hereunto attached and belonging and which said Messuage Tenement or ...
 Dwellinghouse Yard and Premises are now in the occupation of the said Peter Le Massonier And also so much and such part of the said Meadow or Field called the Marsh Meadow as is limited and comprised within the boundaries hereinafter mentioned (that is to say) The said Road leading from Duckworth Street to the River Head on the South East side the ...
 said Meadow or Field belonging to or occupied by the ...
 said Patrick Brazil on the North West part or side thereof the end of the said Dwellinghouse with the Yard behind the ...
 same on the North East side and a straight line drawn at the distance of forty feet from the end or rear of the said Dwellinghouse from the said Road to the said Brazil's Field on the North West part or side thereof. And which said piece or parcel of Ground so described as aforesaid is to be held with and appurtenant to the said Messuage Tenement or Dwellinghouse and premises Together with all ways paths passages privileges rights members and appurtenances to the said Messuage Tenement or Dwellinghouse piece or parcel of Ground Hereditaments and Premises belonging or in anywise appertaining And all the Estate right title and interest of them the said George Hutchings and Mary his Wife their Heirs Executors or Administrators of or to the same. And the reversion and reversions remainder and remainders yearly and other Rents Issues and Profits

of all and singular the said Hereditaments and Premises,
To have and to hold the said Messuage Tenement or Dwelling
House Yard piece or parcel of Ground Hereditaments and
Premises herewith before granted and released or intended so to
be with the appurtenances to the said Peter Weston Carter
his Heirs and Assigns, To the use of the said Peter Weston
Carter his Heirs and Assigns, But nevertheless upon
such Trusts and to and for such uses ends intents and purpo-
ses as are hereinafter expressed and declared of and con-
cerning the same, (That is to say) Upon Trust to permit and
suffer the said Peter Le Messurier to hold occupy possess and
enjoy and receive and take the rents issues and profits of the
said Hereditaments and Premises for and during the term
of his natural life for and towards the maintenance and
education of his said Children by his said late wife Eliza Coke
Le Messurier deceased but that the same shall not be liable
or subject to his Debts Contract or other Engagements (save and
except the power of demise and leasing the same Heredita-
ments and Premises with the consent and approbation of
the said Peter Weston Carter to be testified by his being a
Party to and executing any Indenture of Lease which
might be made or granted hereof.) And from and after the
decease of the said Peter Le Messurier, Then upon further
Trust that he the said Peter Weston Carter his Heirs or an
Assigns shall and do pay and apply and dispose of the rents
issues and profits of the said Hereditaments and Premises
in and towards the maintenance and education of such of the
said Children of the said Peter Le Messurier by the said Eliza
Coke Le Messurier his late wife deceased as shall not then
be of sufficient age and able to maintain support and
provide for themselves until they shall and do respectively
arrive at sufficient age and be capable of so doing. And
then and from thenceforth Upon further Trust that he the
said Peter Weston Carter his Heirs or Assigns shall and
do pay and apply one equal third part or share of the rents
issues and profits of the said Hereditaments and Premises
towards the maintenance and education of each of the said two
Daughters of the said Peter Le Messurier by his said late wife
Eliza Coke Le Messurier deceased until they shall attain

their respective ages of Twentyone years or marry which shall first happen. And then and from thenceforth to permit and suffer each of the said Daughters to receive and take her one undivided third part or share of the Rents issues and profits of the said Hereditaments and Premises to and for her own sole and separate use and benefit. And in case either of the said two Daughters shall happen to die before she attain her age of twentyone years or married or shall die without having any issue of her body lawfully begotten then upon Trust to pay or apply the third part or share of her so dying without issue to the Heirs Executors or Administrators of such Survivor. And as to the other third part or share of the said Hereditaments or Premises Upon Trust to pay and apply the Rents Issues and Profits Hereof from and after the decease of the said Peter LeMessurier for and towards the maintenance and support and education of the said John Thomas LeMessurier the Son of the said Peter LeMessurier by his said deceased wife for and during the term of his natural life. And from and after his decease or in case he shall obtain the use of his faculties of Speech and Hearing so as to be enabled to provide for and support himself Then and in either of the said cases Upon Trust to pay apply and dispose of the said third part or share of the said hereditaments and Premises and the Rents issues and profits thereof equally between the said two Daughters Eliza Hatchings LeMessurier and Jane Sydney Shanks LeMessurier or their respective Heirs or the Survivor of them or the Heirs Executors or Administrators of such Survivor in the same manner and form and to for and upon the same uses ends intents and purposes as are herein before limited expressed and declared of and concerning the said other two thirds parts or shares thereof. Provided always nevertheless and it is hereby expressly declared to be the true intent and meaning of them the said George Hatchings and Mary his Wife and of these presents that the Grant and Release hereby made of the said Hereditaments and Premises or intended so to be shall not be deemed construed or taken to affect or diminish the Right Title Claim or Interest of the said Peter LeMessurier or of his said children by his said

account wife Lucia Cole Le Messurier to any other
And a Personal Estate or Effects of the said George
Hutchings and Mary his wife whereunto he or they would
be legally entitled with the other Heirs of the said George
Hutchings and Mary his wife at and after the decease of
the survivor of them but on the contrary that he and they
shall be legally entitled to participate and share therein
as if these presents had not been made and executed.
Covenant for good title. In Witness whereof the said
Parties to these presents have hereunto set their hands
and seals the day and year first above written. —
George Hutchings (L.S.) Mary Hutchings (L.S.)
Peter Weston Carter (L.S.) Signed sealed and
delivered at Saint John's Newfoundland where the
Stamp Duties do not extend in the presence of —
Ann W. Hutchings. Abraham Le Messurier.
Saml. G. Carter. Receipt for Ten Shillings. —

Patrick Hogan
to
John Murphy.

Be it remembered that on
the eighteenth day of November
A.D. one thousand eight hundred
and forty five the execution of a
certain Indenture of Bargain
and Sale by Patrick Hogan the
Grantor herein named was duly
proved on the oath of Michael
Hilde a subscribing Witness hereunto
and that the same was on the day
and year aforesaid duly registered
as follows: —

By Deed Cense De

This Indenture made at Saint John's in the
Island of Newfoundland this fifteenth day of November
A.D. one thousand eight hundred and forty five Between
Patrick Hogan of West Hook in the Island aforesaid
Cedant of the one part and John Murphy of same place
Asserant of the other part - Witnesseth That for and in
consideration of the sum of Twenty Pounds Currency
in hand well and truly paid by the said John Murphy