

This Indenture of two parts, made entered into and concluded on, in the town of Saint Johns, in the Island of Newfoundland, this Ninth day of September in the year of our Lord one thousand eight hundred and fifteen. Between William Carter Esquire, Judge of His Majesty's Court of Vice Admiralty, in the said Island, of the one part, And John Williams of the town of Saint Johns aforesaid Merchant of the other part.

Whereas by certain Indentures of Lease and Release, bearing date respectively on the twenty fourth and twenty fifth days of June, in the year of our Lord one thousand eight hundred and three Elizabeth Williams and Anne Williams, both of Woburn in the County of North, did in consideration of the sum of one hundred and seventy pounds Sterling money, Grant bargain sell assign transfer and set over, to Jonathan Odum Esquire Chief Justice of the Island of Newfoundland aforesaid All the right, title and interest of them the said Elizabeth Williams and Anne Williams in and to a certain Piece or Parcel of Land, situate on the Kings Road, in the town of Saint Johns aforesaid, together with all the Houses and buildings erected thereon.

And Whereas by Indentment on the said Indentures of Release, bearing date the twentieth day of December in the year of our Lord one thousand eight hundred and three, the said Jonathan Odum did for the sum of one hundred and seventy pounds Sterling, Grant bargain sell assign transfer and set over to William Carter aforesaid, all his right title and interest in and to the before mentioned Land and premises. And Whereas the said William Carter hath agreed with the said John Williams for the absolute Sale and transfer to him of the said Piece or Parcel of ground heretofore said, and premises, for the sum of five hundred pounds Sterling. Now this Indenture Witnesseth that in pursuance of the said agreement, and in consideration of the sum of Five hundred pounds of lawful money of Great Britain, by the said John Williams in hand well and truly paid, to the said William Carter, at or before the sealing and delivery of these presents, the receipt whereof the said William Carter

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Carter, doth hereby acknowledge, and thereof and therefrom and of  
and from the same and every part thereof. Doth hereby acquit,  
release and for ever discharge, the said John Williams his Heirs  
Executors Administrators and assigns, and every of them, by the  
said William Carter D. A. grant bargain sell assign release  
and confirm, unto the said John Williams, his heirs and assigns  
All that Piece or parcels of land or ground, described in the  
aforesaid in part recited Indentures, situate, lying and being  
on the Kings Road, in the Town of Saint Johns as aforesaid measuring  
in front about Ninety two feet, and from fiftie two to Sixty two feet  
deep, Bounded on the South, west, by the Kings Road, on the South  
East and North west by Mr. Dentons premises, and on the  
North East by the Widow Gills premises. And also, all Houses,  
Shed houses, Offices and all other erections and buildings, whatever  
erected and built, and now standing thereon, or on any part or  
parcel thereof, with their and every of their rights, members,  
and appurtenances Together with all and every the titles,  
deeds, grants, or other securities in writing under which the  
said land and premises are now by the said William Carter  
held and enjoyed, all which said Plot of land and premises hereby  
bargained and sold, or intended so to be, are now in the actual  
possession of him the said John Williams To have and to hold.  
the said Plot or piece of land or ground and all and singular other  
the premises hereby granted and released, or intended so to be,  
with their appurtenances, unto the said John Williams his Heirs  
and assigns, to the only proper use and behoof of him the said John  
Williams his heirs and assigns for ever. And the said William Carter  
for himself, his Heirs Executors and Administrators. Doth Covenant  
promise and agree, to and with the said John Williams his Heirs  
and assigns, by these presents, in manner and form following,  
that is to say, that the said William Carter, hath not at any  
time heretofore made done, permitted, or willingly or unwillingly  
suffered any act, deed, matter or thing whatsoever, whether  
or by reason whereof, the said Plot piece or parcels of land or  
ground hereditamentally and premises, herein before described

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and intended to be hereby granted and released, or any part thereof, are, is, can, shall or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever. And the said William Carter, with hereby for himself, his heirs Executors and administrators, Covenantors, promise and agree to and with the said John Williams, his heirs and assigns, in manner following, that is to say, that he the said William Carter, now is the true lawful and rightfull owners of the said piece or parcels of land or ground and other the premises hereby granted and released, or intended to be, and of every part thereof with the appurtenances. And that he the said William Carter hath in himself good right, full power, and lawful and absolute authority to grant and release the same premises with their appurtenances, unto and to the use of the said John Williams, his heirs and assigns, in manner aforesaid, And also that he the said John Williams, his heirs and assigns shall and may, at all times hereafter peaceably and quietly have use occupy, possess and enjoy all and singular the said piece or parcels of land or ground hereditaments and premises with their appurtenances, without the lawful let suit trouble hindrance interruption or disturbance whosoever of him the said William Carter, his heirs or assigns or any other person or persons whomsoever lawfully claiming or to claim by from or under, or in trust for him them or any of them. And that freed, and discharged, or otherwise well and sufficiently kept harmless, and indemnified of, from and against all former and other gifts grants bargains sales leases mortgages covenants, uses, wills, entails fines, annuities, recognizances, extents judgments executions costs and all other charges Estates rights titles troubles and incumbrances whatsoever had made permitted done or suffered, or to be had made done permitted or suffered by him the said William Carter or his heirs, or any other person or persons lawfully claiming or to claim, by from, through under or in trust for him them or any of them. And further that he the said William Carter and his heirs and assigns, and all

and every other person and persons having or lawfully claim-  
 ing or to claim any estate right title or interest in or to  
 the said premises, or any part thereof by force through under  
 or in trust for him them or any of them, shall and will from  
 time to time and at all times hereafter upon the reasonable  
 request and at the proper costs and charges in the law of the  
 said John Williams his heirs and assigns, make do acknowledge  
 being suffered and executed or cause or procure to be made some  
 acknowledged, bond suffered and executed all and every such  
 further and other lawful and reasonable act and acts things and  
 things and services and assurances in the law whatsoever for the  
 further better and more perfect granting releasing confirming  
 and assuring, all and describing the said premises and every part  
 thereof unto and to the use of the said John Williams his heirs and  
 assigns, as by the said John Williams his heirs or assigns or his or  
 their counsel in the law shall be lawfully and reasonably  
 devised or devised and required, so as such further assurance  
 contains no further or other covenant or warranty than against  
 the person and persons making the same respectively, and his  
 and his respective usual places of abode for the  
 doing thereof.

In Witness whereof the said William  
 Carter hath hereunto set his Hand and Seal the day  
 and year first above written in the town of Saint John  
 aforesaid where stamped paper is not required

Signed Sealed and Delivered  
 by the within named William  
 Carter, in the presence of us  
 James Simms, Not. Public  
 William Thomas  
 John W. Carter

Wm. Carter (Seal)

Sworn  
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These are to certify that the above & three preceding pages are a true  
 & correct copy of the Original  
 James Simms  
 James Thomas

Received the day and year first within  
 written of and from the within named John  
 Williams, the sum of Five Hundred pounds of  
 lawful money of Great Britain, being the consideration  
 Money within mentioned, to be paid to me,  
 £500.00

Witness my hand  
 James Simms Not Pub  
 William Thomas  
 Peter W Carter

In the Supreme Court Newfoundland  
 Saint John's  
 to wit - James Simms of Saint John's aforesaid Notary Public  
 maketh oath and saith, that he was present and did see  
 the within named William Carter Esquire sign seal and  
 as his act and deed in due form of law executed the within  
 instrument of Release. And that he was also present and did see  
 him the said within named William Carter Esquire sign  
 the above receipt for Five Hundred pounds of being the  
 consideration money within mentioned to be paid by the  
 within named John Williams, to him the said William  
 Carter. William Thomas & Peter W Carter the above  
 subscribing witnesses to the said instrument & receipt being  
 also present

James Simms

Sworn at Saint John's aforesaid this  
 twenty third day of September one thousand  
 eight hundred & fifteen. Before  
 Lewis Cochrane of  
 C. J.

Let the within instrument be recorded in His Majesty's Supreme Court  
 Saint John's Newfoundland. Book of Instruments DD of the 499 & 503 -  
 St. John's 9<sup>th</sup> Sept 1815  
 Lewis Cochrane of  
 C. J.

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