

1850

Southern District
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Arthur William Olive Holdsworth
To

John Morry and Peter Paul Le Messurier

This Indenture made the third day of May, in the
 in the year of our Lord one thousand eight hundred and
 forty four Between Arthur William Olive Holdsworth
 of Dartmouth in the County of Devon in that part
 of the United Kingdom of Great Britain and Ireland
 called England Esquire of the one part and John Morry
 and Peter Paul Le Messurier both of the Town of Saint
 Johns in the Island of Newfoundland Merchants of
 the other part. Whereas the said Arthur William
 Olive Holdsworth stands seized in his demesne as
 of fee by virtue of the several messuages, lands
 tenements and hereditaments hereinafter described
 and whereas the said John Morry and Peter Paul
 Le Messurier have contracted and agreed with the
 said Arthur William Olive Holdsworth for the
 absolute purchase of the same free from incumbrances
 (except as hereinafter is excepted) at or for the price
 or sum of six thousand Pounds lawful current
 money of Newfoundland, and the same are now
 intended to be conveyed to them and their heirs in the
 manner hereinafter expressed. And whereas it was
 agreed at the time of the said contract that the sum
 of Four thousand pounds current money aforesaid
 part of the purchase money should remain upon
 the security of the said premises in the manner
 and at such Interest as hereinafter is expressed
 Now this Indenture witnesseth that in pursuance
 of the said agreement and in consideration of the sum
 of Two thousand Pounds current money aforesaid
 (of the said purchase money) in hand well and truly
 paid to the said Arthur William Olive Holdsworth
 by the said John Morry and Peter Paul Le Messurier
 at or before the making and delivery of these presents
 the said Arthur William Olive Holdsworth doth hereby
 acknowledge

and of and from the same she acquit discharge and
exonerate the said John Morry and Peter Paunt
Le Messurier respectively and their respective heirs
executors administrators and assigns and every
of them and also the said lands and hereditaments
as well by these presents as by a receipt for the
same sum hereupon endorsed and also for and in
consideration of the further sum of Four Hundred
Pounds the residue of the said purchase moneys being
secured to be paid to the said Arthur William Olive
Holdsworth with Interest at the times and in the
manner hereinafter mentioned. He the said Arthur
William Olive Holdsworth hath granted bargained
and sold and by these presents doth grant bargain
and sell unto the said John Morry and Peter Paunt
Le Messurier all the said messuages lands tenements
hereditaments and premises situate lying and being
in Ferryland in the Island aforesaid and comprised
within the following limits or boundaries that is to
say bounded on the North west by the High road leading
to Caplin Bay on the South west by a certain Rock in
the Harbor of Ferryland called or known by the name
of "Anchor Rock" on the South by the said harbor of
Ferryland on the South East by Property in the
possession of Robert Holdsworth and on the North
North East by the sea shore of Caplin Bay together
with all houses and outhouses stables flukes buildings
erections gardens meadows and appurtenances
whatsoever to the same or any part thereof respectively
belonging or in any wise appertaining as the same
have hitherto been holden used occupied or enjoyed
by the said Arthur William Olive Holdsworth, and all
the estate right title interest property and possession
claim and demand whatsoever both at law and in
Equity of him the said Arthur William Olive Holdsworth
in, so, out of or respecting the said hereditaments and
premises or any of them together with all deeds
writings and evidences whatsoever which in any
wise

* should always and it is hereby declared and agreed by and between the said parties hereto
that if the said John Moroy and Peter Paul Le Messurier their or either of their heirs

anywise relate to the same premises or any part thereof which now are or hereafter shall or may be in the possession of the said Arthur Williams Olive Holdsworth his heirs or assigns or of any person or persons from whom he or they can or may procure the same without action or suit at law or in Equity or true and attested copies of the same (as are of record) when or as soon as the said John Moroy and Peter Paul Le Messurier or either of them or either of their heirs or assigns shall or may require the same but nevertheless at their cost charge and expense. To have and to hold the said messuages lands and tenements and all and singular other the premises hereby demised or mentioned or intended so to be with them and one of their right members and appurtenances unto the said John Moroy and Peter Paul Le Messurier their heirs and assigns, but nevertheless to and for the uses ends intents and purposes hereinafter expressed concerning the same that is to say to the use of the said John Moroy and Peter Paul Le Messurier their executors administrators and assigns for and during the term of Five hundred years to be computed from the day next before the day of the date of these presents Subject nevertheless to the proviso or agreement for redemption and reconveyance of the said premises hereinafter contained. And from and after the expiration or other sooner determination of the said term of five hundred years and in the mean time subject thereto and to the payment of the said principal sum and interest; intended thereby to be secured as also to the right of redemption of the said term or by virtue of the said proviso or agreement to the use of the said John Moroy and Peter Paul Le Messurier their heirs and assigns for ever. X executors administrators or assigns or and shall well and truly pay or cause to be paid unto the said Arthur Williams Olive Holdsworth

Holdsworth his executors administrators or assigns
or his or their lawful lawyer or agent
fully authorized and empowered to receive the same
the full and clear sum of Four hundred pounds
of lawful current money aforesaid with interest
with interest for the same after the rate of five pence
of like lawful money for every hundred pounds by
the year upon the days and in the manner hereinafter
mentioned (that is to say) the sum of two hundred
pounds (part thereof) on the third day of May which
will be in the year one thousand eight hundred
and forty five together with interest for the whole
of the said purchase money or sum of Four hundred
pounds up to that time and the then remaining
sum of Two hundred pounds after the rate
aforesaid on the third day of May which will be
in the year one thousand eight hundred and
forty six, without any deduction or abatement
whatsoever for or by reason of any cause matter
or thing whatsoever and which said sum is the sum
of Four hundred pounds as is mentioned in the
condition of a certain Bond or obligation in writing
under the hands and seals of the said John Merry
and Peter Point Le Messurier and one William
Le Messurier - bearing or intended to bear even
date with these presents then and from then forth
the said term herebefore created shall cease
determine and be utterly void to all intents and purposes
whatsoever; save only and except that upon the request
and at the cost and expense of the said John Merry
and Peter Point Le Messurier their or either of their
heirs executors administrators or assigns in the said
Arthur William Olive Holdsworth his executors
administrators or assigns shall or will surrender
yield up assign or otherwise assure all and
singular the said messuages lands tenements
and premises therein comprised with their and
every of their appurtenances and also the tenements

of the said Term for all their Estate right, Title and
Interest therein and thereto under and by virtue
of these presents unto a trust for the said John Morry
and Peter Paut Le Messurier heirs and assigns free
and clear from all charges and incumbrances And
the said Arthur William Olive Holdsworth for himself
his heirs executors and administrators doth hereby
covenant promise and agree with and to the said
John Morry and Peter Paut Le Messurier their heirs
and assigns and with and to each of them in the
manner following that is to say that he the said
Arthur William Olive Holdsworth at the time of
the sealing and delivery of these presents is lawfully
rightfully absolutely and well entitled to the
messuages or tenements lands and premises here
herby permitted or mentioned or intended to be
and every part thereof And also that he the said
Arthur William Olive Holdsworth now hath in
himself full power and lawful and absolute right
and title to grant bargain sell and confirm all
and singular the said hereditament and premises
and the possession and inheritances thereof to the use
and for the ends intents and purposes and in the
manner herein before declared concerning the
same And the said Arthur William Olive
Holdsworth shall and will from time to time
and at all times hereafter upon every reasonable
request and at the costs and expense of the said
John Morry and Peter Paut Le Messurier their heirs
or assigns make do acknowledge perfect all and
every such further and other lawful and reasonable
acts conveyances matters and things whatsoever
for the further better more perfectly or satisfactorily
granting confirming or assuring the several
messuages lands tenements and premises heretofore
granted and confirmed or mentioned or intended
to be to the uses and for the ends herebefore
declared concerning the same in such manner
and

and form or otherwise (subject only and without
prejudice to the said sum of Four hundred pounds
and Interest) as they the said John Morry and
Peter Saint Le Messurier either of them or either
of their heirs as assigns shall reasonably advise
and require for his or their signature or execution
And the said John Morry and Peter Saint Le Messurier
for themselves their heirs executors and administrators
doth hereby further covenat promise and declare
with and to the said Arthur William Olive
Holdsworth his executors administrators and
assigns in manner following (that is to say) that
they the said John Morry and Peter Saint Le Messurier
their heirs executors and administrators or some or
one of them shall and will well and truly pay
or cause to be paid unto the said Arthur William
Olive Holdsworth his executors administrators
or assigns the said principal sum of Four
hundred Pounds of lawful current money of
Newfoundland with interest for the same after the
rate of Five Pounds of like lawful money for every
hundred pounds by the year at and upon the days
and times and in the manner in the said proviso
or agreement herebefore contained for redemption
of the said premises appointed for payment of the
same respectively and according to the true intent
and meaning of the same and of these presents
And further that if default shall happen to be
made in payment of the said sum of Four
hundred pounds and the Interest thereof or of any
part of the same respectively unto the said Arthur
William Olive Holdsworth his executors administrators
or assigns at and upon the days and times and in
manner herebefore licensed and appointed for
payment thereof contrary to the true intent and
meaning of the proviso and agreement
herebefore contained in that behalf then and
in such case it shall and may be lawful
for

for him the said Arthur William Olive Holdsworth
his executors administrators and assigns from time to time
and at all times hereafter during the continuance
of the said term of five hundred years hereby granted or
demised peaceably and quietly to enter into and
upon and to have hold occupy possess and enjoy the
messuages lands tenements and premises hereby
granted for and during all the residue and remainder
which shall be then to come and unexpired of the
said term without any molestation or interruption
disturbance claim or demand whatsoever by
them the said John Morry and Peter Paint Le
Messurier or either of them or either of their heirs
or any person or persons whomsoever ~~Whomsoever~~
that they the said John Morry and Peter Paint
Le Messurier their heirs executors administrators
and assigns and all and every person and persons
whomsoever having or lawfully claiming or possessing
or who shall or may hereafter have or lawfully
claim or possess any estate right title or interest
into or out of the messuages lands tenements and
premises comprised in these presents or any part
thereof shall and will from time to time and at
all times hereafter after default shall happen to
be made of or in payment of the said sum of
Four hundred pounds or of the Interest thereof of
any part thereof respectively contrary to the true
intent and meaning of the proviso and agreement
hereinbefore contained for that purpose at the request
of the said Arthur William Olive Holdsworth his
heirs executors administrators or assigns but at the
expense of the said John Morry and Peter Paint
Le Messurier their or either of their heirs executors
or administrators make do acknowledge and
execute all and every such further and other lawful
and reasonable acts deeds conveyances and
assurances whatsoever not only further further
better and more perfectly granting or otherwise
assuring

assuming all and singular the same messuages
lands tenements and premises unto the said
Arthur William Clive Holdsworth his executors
administrators and assigns for and during the
rest and residue of the said term which shall be then
to come and unexpected but also for granting
conveying and assuming the fee simple and
inheritance of the same messuages lands and
premises to or to the use of any person or persons
and his or their heirs in trust for the said Arthur
William Clive Holdsworth and his heirs as by
him his heirs executors administrators or
assigns shall be seasonably advised and required
Provided always nevertheless and it is hereby
further declared and agreed by and between the said
John Morry and Peter Piret de Massinice and
Arthur William Clive Holdsworth and it is
the true intent and meaning of these presents
that until default shall be made in payment
of the said principal sum of Four hundred ^{pounds}
or some part thereof of the Interest thereof upon the
days and at the times, or in the manner herein before
appoynted for payment of the same respectively it shall
be lawful for the said John Morry and Peter Piret de Massinice
their heirs and assigns peaceably and quietly to
have full occupy possess and enjoy all and singular
the lands messuages tenements and premises by these
presents granted or mentioned or intended so to be without
any molestation hindrance interruption or
disturbance whatsoever of form or by the said Arthur
William Clive Holdsworth his executors administrators
or assigns, or any other person or persons whomsoever
rightfully claiming or having title to claim any
estate right title or interest either at law or in Equity
from through under or in trust from him her them
or any or either of them. In witness whereof the
parties to these presents have hereunto set their
hands and seals at Saint Johns in the Island aforesaid

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on the day of the date first above written

Signed sealed and delivered by the within
named Arthur William Olive Holdsworth
by Nicholas Stubb his lawful attorney therein
appointed and also by the within named
John Morry and Peter Point de Messurier
the words "heir or either of their heirs executors
administrators or assigns in the first skin
and the words "Point de Messurier" his
heir executors and administrators" in
the second skin being first witnessed
in the presence of us

James Sumner Junr
Ewen J. Stubb

Arthur Holdsworth
by his Attorney
Nicholas Stubb
John Morry
P. P. de Messurier

Received from the within named John Morry and
Peter Point de Messurier the sum of Two hundred
pounds current money of Newfoundland being the
sum within mentioned to be paid at or before the
sealing and delivery of these presents

£200 Cy
Witness

Arthur Holdsworth
by his Attorney

James Sumner Junr Nicholas Stubb
Ewen J. Stubb

I do hereby certify that the foregoing Deed from
Arthur William Olive Holdsworth to John
Morry and Peter Point de Messurier was duly re-
corded by me this twenty fourth day of July 1864
thousand eight hundred and sixty four
George Sumner
Registrar