

140

assigns for the better and more effectually securing and assuring to him and thers the said fishing rooms land and premises with the appurtenances aforesaid. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written James Hollett L.S. Signal sealed and delivered in presence of Geo. W. Johnson.

George W. Johnson of St. John's aforesaid Student at Law maketh oath and saith that he was present and did see James Hollett the grantor named in the within written Bill of Sale duly sign seal and execute the same on the day of the date thereof Geo. W. Johnson - Sworn before me at St. John's aforesaid this 21st day of May A.D. 1875. G. R. Lilly Commissioner affidavits - Proved upon the affidavit of George W. Johnson this 21st day of April A.D. 1875 at eleven o'clock A.M. Before me G. R. Lilly Comm^r: Affts. Supreme Court

Henry Winsor
to
Philip Hutchins

This Indenture made at Saint John's in the Island of Newfoundland the twenty eighth day of April Anno Domini One thousand eight hundred and seventy five Between Henry Winsor of Ferryland Planter of the one part and Philip Hutchins of St. John's Merchant of the other part Whereas the said Henry Winsor is now indebted to the said Philip Hutchins in the sum of Two hundred and Twenty one pounds equal to eight hundred and eighty four Dollars and Whereas the said Henry Winsor is desirous of giving the said Philip Hutchins securing for the repayment of the said sum of Two hundred and Twenty one pounds Now this Indenture witnesseth that for and in consideration of the said debt and for the further consideration of the sum of one dollar the said Henry Winsor hath bargained sold assigned transferred and set over and by these presents doth bargain sell assign transfer and set over unto the said Philip Hutchins All that Dwelling House, Furniture, Two stores, six Fishing Rooms and Farm situate at Ferryland aforesaid, known as the "Freshwater Farm" together with all paths, passages, ways waters, easements, advantages and appurtenances whatsoever to

the same property belonging or in anywise appertaining
To have and to hold the same with the appurtenances
aforesaid unto the said Philip Hutchins his Executors ^{and Assigns for his use} Administrators
Provided nevertheless that should the said Henry Winsor his
Executors or Administrators well and truly pay or cause to be
repaid unto the said Philip Hutchins his Executors —
Administrators or Assigns the said sum of Two hundred and
Twenty one pounds together with the Interest and Premiums
of Insurance hereinafter mentioned without deduction or
abatement whatsoever on the days and times and in the
manner and form hereinafter appointed for payment thereof
and observe and perform all the covenants and conditions
in these presents contained on his and their part to be
observed and performed then these presents shall cease and
determine - Else to remain in full force and effect
And the said Henry Winsor for himself his Executors
and Administrators doth hereby covenant with the said Philip
Hutchins his Executors Administrators and Assigns in manner
following that is to say that he his Executors and Administrators
shall and will well and truly pay or cause to be repaid
unto the said Philip Hutchins his Executors Administrators ~~and~~
Assigns the said sum of Two hundred and Twenty one Pounds
in manner following that is to say Forty pounds on the Thirtieth
day of November eighteen hundred and seventy five. Twenty five
pounds on the Thirtieth day of November eighteen hundred and seventy six
Twenty five pounds on the Thirtieth day of November eighteen
hundred and seventy seven. Twenty five ^{Pounds} on the Thirtieth day of
November eighteen hundred and seventy eight. Twenty five
pounds on the Thirtieth day of November eighteen hundred
and seventy nine. Twenty five pounds on the Thirtieth day
of November eighteen hundred and eighty. Twenty five pounds
on the Thirtieth day of November eighteen hundred and Eighty
one. Thirty pounds on the Thirtieth day of November Eighteen
hundred and eighty Two And the said Henry Winsor for
himself his Executors and administrators also covenant with
the said Philip Hutchins his Executors Administrators and
Assigns in manner following that is to say that he the
said Henry Winsor his Executors and Administrators shall and
will insure and keep insured the hereinbefore mentioned property
so assigned in some respectable British Insurance Office or Offices in
the sum of at least Two hundred and twenty Pounds and shall

and will assign the Policy of such Insurance to the said Philip Hutchins his Executors Administrators and Assigns as further security herewith. And in default of such Insurance and assignment it shall be lawful for the said Philip Hutchins his Executors Administrators or Assigns to effect such Insurance in manner aforesaid and to add the Amounts so paid as Premiums of Insurance to the said payment of Principal and the said Amount shall be demandable and recoverable and are hereby secured in like manner as the said Interest and Principal. —

And also that he the said Henry Winsor his Executors and administrators shall and will well and truly pay or cause to be paid all rents rates fines taxes charges assessments and impositions whatsoever either already taxed charged assessed or imposed or hereafter to be taxed charged assessed on the hereinbefore mentioned property with the appurtenances. And further that he the said Henry Winsor now has in himself good right full power and lawful and absolute authority to assign and convey the property aforesaid unto the said Philip Hutchins his Executors Administrators and Assigns in manner and form as the same are hereby conveyed or intended so to be and that the said property is wholly unencumbered save and except a Mortgage to J. S. Carter bearing date the day of A.D. Eighteen hundred and seventy three for One hundred pounds Provided lastly that should the said Henry Winsor make default in the payment of either the Premiums of Insurance or Principal on the days and times hereinbefore appointed for the payment of them and each of them or should he or they fail to fulfil all and each of the covenants conditions and agreements herein contained on his and their part to be performed and fulfilled then and in such case it shall and may be lawful for the said Philip Hutchins his Executors Administrators or Assigns either immediately after the said default or at any time or times thereafter without any further authority from the said Henry Winsor his Executors or Administrators for that purpose than is herein contained to sell and absolutely dispose of freed from the Equity of Redemption of the said Henry Winsor his Executors or Administrators the property aforesaid or any part or parts thereof by Public Sale or Public Auction

to the highest bidder and at any such sale or sales to buy
in the same without impeachment or being answerable for any
loss thereby. And for the purpose of such sale and
conveyance of the property aforesaid he said Henry Winsor hereby
constitutes and appoints the said Philip Hutchings his Executors
Administrators and Assigns the Attorney or Attorneys irrevocable of
him his Executors and Administrators giving and hereby
granting unto the said Attorney or Attorneys full power and
authority to sell as aforesaid and to sign sell seal and
deliver a good and valid Conveyance to the purchaser or
purchasers of the said property and out of the proceeds of such
sale or sales the said Attorney or Attorneys shall first deduct
all sums of money due and payable under and by virtue
of these presents either for principal or for any part thereof
or Premiums of Insurance or otherwise together with all
expenses whatsoever in anywise connected with the said sale
and then pay over the balance if any to the said Henry
Winsor his Executors and Administrators with power to the said
Attorney or Attorneys to appoint a substitute or substitutes the
said Henry Winsor his Executors and Administrators hereby agreeing to
ratify confirm and allow all and whatsoever the said Attorney
or Attorneys their substitute or substitutes shall lawfully do or cause
to be done under and by virtue of these presents And the said
Henry Winsor for himself his Executors and Administrators hereby covenants
with the said Philip Hutchings his Executors Administrators or Assigns that
he the said Philip Hutchings his Executors Administrators or Assigns and the
purchaser or purchasers of the said property or the said power
of sale shall any way at all times from the date of such
purchase and sale aforesaid peaceably and quietly have hold
occupy possess enjoy said property without the lawful let
hindrance or disturbance of or him the said Henry Winsor his
Executors or Administrators or of any other person or persons lawfully
claiming or to claim by from under or in trust for him or
them or any of them. And also that he the said Henry
Winsor his Executors or Administrators shall and will make
do and execute all such further deeds and conveyances acknowledgments
acts matters and things for the more effectually assuring and
conveying said property unto the said Philip Hutchings his
Executors Administrators or Assigns as may be by him or
them by reasonably required of the said Henry Winsor his
Executors or Administrators. In Witness whereof the said parties

7
have hereunto their hands and seals subscribed and set the
day and year first above written Henry Winsor L.S. Philip
Hutchins L.S. signed sealed and delivered in presence of
Jno. J. Flannery — John. J. Flannery of Saint John's —
gentleman maketh oath and saith that he was present
and did see Henry Winsor and Philip Hutchins Parties to the
foregoing deed sign seal and as their act and deed deliver
the within Indenture at Saint John's aforesaid this Twenty —
ninth day of April A.D. One thousand eight hundred and
seventy five Jno. J. Flannery. Sworn before me at St. John's
this 4th day of ~~April~~ ^{May} A.D. 1875 — E. Gilley Commr. affts.
Proved upon the oath of John. J. Flannery this 4th day of May
A.D. 1875 at one o'clock P.M. Before me E. Gilley Commr. Supreme Court

Charles D. Chambers
to
James Baird

This Indenture made at St. John's
Newfoundland this Twenty fifth day of
May A. D. One thousand eight —
hundred and seventy five. Between

T/M
Vol. 44 Reg. 200
p. 467
Charles Duncan Chambers of Harbour Buffett in Placentia
Bay Newfoundland Planter of the one part And James
Baird of St. John's aforesaid Shop Keeper of the other part. —
Witnesseth that for and in consideration of the sum of
One hundred and sixty five Pounds leg. equal to
Six hundred and sixty Dollars now due and owing by
the said Charles Duncan Chambers to the said James
Baird and for the purpose of securing the due payment
to him of all monies which may hereafter become payable
by the said Charles Duncan Chambers to him and also
in consideration of the sum of five shillings paid to the
said Charles Duncan Chambers at or before the sealing
hereof (the receipt whereof is hereby acknowledged) he the said
Charles Duncan Chambers hath granted bargained sold
assigned and transferred and by these presents doth grant
bargain sell assign and transfer unto the said James
Baird all that parcel of land, fishing room plantation
and premises situate at Harbor Buffett aforesaid consisting of
Three stores, stages, Flakes, and all other buildings and erections
on said property and now in the possession of said Charles