

Wm Wills
hath
made the Day
Wills Seal
New York

1110
W. y. Land.
was
names
twenty first
th named
and Deed
named
for ever
meaning
in my
at our hand
written
Gaspaway
Rayman

387
2

This Indenture made the eight Day of April
Among Domini Seventen hundred and Twenty One
Between Benjamin Dufour of New York County
Planter of the one part and Samuel Peck of the
Same County Merch. of the Other part Witnesseth
that the said Benjamin Dufour for and in Consider-
ation of the Sum of Seventy pounds Sterling
money to him in hand paid at the Seal and Delivery
of these presents the receipt whereof the said
Benjamin Dufour acknowledges and confess himself
to be fully satisfied and thereof and of every part
and parcel thereof well acquitted and discharged
the said Samuel Peck his heirs Ex- and Adm-
by these presents hath aliened granted bargain-
ed sold conveyed and confirmed and by these
presents hath fully and absolutely aliened grant
bargain sold conveyed and confirmed unto the
said Samuel Peck his heirs and assigns for ever
all the parcel of Land conveyed by a certain
Thomas Stockell unto the said Benjamin
Dufour by the name of Callis being part of a
tract of Land called the Obligation as by the
Deed of the said Thomas to the said Benjamin
bearing Date the twenty second Day of May
Aino Domini Seventeen hundred and Twenty
more at Large appear which said parcel called
Callis is Ratted and bounded as followeth
(Beginning)

Beginning at a bounded Dogwood standing
 by a branch called Pains branch it being
 a bounded of a Parcel of Land sold to Joseph
 Ames by the said Stockett called Jones
 Addition and running wth the said parcel East
 South East up the said branch twenty six
 perches to a bounded white oak at the head
 of the said branch thence with the said parcel
 East North East thirty perches to a bounded
 white oak on the side of a hill then South
 South East one hundred and sixty eight perches
 to Hookers purchase and running with the
 said Hookers purchase South sixty two
 Degrees and a half westerly eighty six perches
 thence with a straight line to the first tree
 containing one hundred acres of Land more
 or less together with all the appurtenances
 belonging therunto to have and to hold all
 the said one hundred acres of Land and
 all and singular the premises before by
 these presents granted meant mentioned
 or intended to be granted bargained sold &
 confirmed with their and every of their
 appurtenances unto the said Samuel Peck
 his heirs and assigns for ever and to the
 only proper use and behoofe of him the said
 (Samuel)

389/ Samuel Peck his heirs and assigns for ever
Provided always nevertheless upon this
condition that if the said Benj^o Dufour his heirs
Ex^{ors} or Adm^{ors} shall or do well and truly pay
or cause to be paid unto the said Samuel Peck
his heirs Ex^{ors} and Adm^{ors} of Sum of Seventy
pounds Sterl at Seven Equall paym^{ts} that
is to say the first payment to be made at or upon
the first Day of June next Coming and all the
other payments to be made at or upon the first
Day of June in every year till the whole be fully
paid and all or upon the Day of June
and Seven ten hundred and with
Lawfull Interest that is to say without fraud
or Covin or further Delay that then and from
thence forth the present Indenture of Bargaine
and Sale shall be Determined and be utterly
void to all Intent^s Constructions and purposes
and that then also it shall and may be Lawfull
for the said Benj^o Dufour his heirs and assigns
into and upon all and Singular the said Bargain
and Sale premises and every part and parcel thereof
wholly to render and give the same to him again
reclaim and recover, as in his former Estate
any thing in these presents contained to the
contrary thereof in any wise notwithstanding
and the said Benj^o Dufour for himself
his heirs and Ex^{ors} and Adm^{ors} and for every of
(them)

397
397
That by these presents Covenant &
Grant to and with the said Samuel Pele his
heirs and Assignes and Every of them in
Manner and Form following that is to say
that the said Benj^o Dufour his heirs
heirs or Assignes shall and will well & truly
pay or cause to be paid unto the said Sam^l
Pele his heirs or Assignes all the aforesaid
Sum of Seventy pound Sterling in the said
provises mentioned at the Days in times in
the said provises limited & expressed with-
out fraud or Delay and also that the said Benj^o
Dufour at the Executing and Delivery of these
presents is and was the good and perfect Estate
shall be made Executed of the said premises
unto the said Samuel Pele his heirs or Assignes
shall continue and be seized of all and singular
the before mentioned bargained Premises and
Every part thereof of a good Lawfull perfect
absolute Sole and Indefeasible Estate in free-
Single without any other precedent Estate
to his own proper use and behoof without any
Condition Mortgage Limitation of use or
Uses or Other things to alter Change Determine
or Incumber the same or any part thereof
and also that the said Benj^o Dufour at the
Executing and Delivery of these presents
(hall)

hath and untilt all and Singular the premises
 shall be well and Sufficiently had made assured
 and executed to the said Sam^l Peck his heirs &
 Assignes as is aforesaid shall have good right full
 power and Lawfull Authority to alien grant bargain
 Sell Convey assure and Assigne all and Singular
 the premises with their appurtenances and Every
 part and parcel thereof unto the said Sam^l Peck
 his heirs and Assignes according to the true Intent
 and Meaning of these presents and also that the
 said Edrd Duke shall not make any former
 Estate Grant Charge or Incumbrance of or out
 of the said premises or any part thereof and
 further that the said Edrd Duke his heirs
 or Assignes shall and will at all times and from
 time to time before the breach of the Provision
 or Condition of and after the breach thereof
 at the proper Cost and Charges in the Law
 of the said Sam^l Peck his heirs & Assignes
 shall and will well and truly Demand execute
 and suffer all such further Lawfull reasonable
 Act and Acts Conveyances or Assurances in the
 Law whatsoever for the further and better Surety
 Surety and Suremaking and Conveying all the
 abovesaid Land and Premises unto the said
 Sam^l Peck his heirs and Assignes for ever as
 by the said Sam^l Peck his heirs or Assignes
 his or their Council Learned in the Law shall be
 Reasonably

want to
 well Peck his
 of them in
 that is to say
 his heirs &
 well & truly
 the said Sam^l
 of Sam^l
 the said
 in times in
 pressed with
 the said Peck
 any of these
 respect Estate
 and premises
 heirs as aforesaid
 and Singular
 premises and
 all perfect
 Estate in free
 and Estate
 without any
 of use or
 and Determined
 part thereof
 your at the
 presents

392/ Reasonable Devised advised or required in
Writings whereof the parties at these presents
have Interchangeably set their hands &
Seals the Day and Year above Written.

Benjamin Dufour Seal

On the back of the foregoing Deed is thus written
Signed Sealed & Delivered
the words ONE in the second line and the word YEAR
in the Condition being first Interlined
in presence of us

Robt. Pele Notary

The within Benjamin Dufour acknowledges
the within Instrument as his Act and Deed
to the use therein mentioned, according to
Law, also Mary the wife of the said Benj^a
is privately Examined out of the hearing
of her said husband, and acknowledges
the same Instrument as her Act and
Deed, and that she makes the same
Acknowledgement willingly and freely,
and without being induced thereto, by flattery or
threats of or ill usage by her husband, or fear of his
Displeasure Acknowledged as aforesaid according to
Act of Assembly this tenth day of April Anno Domini
Seventeen hundred and twenty one, before me being
one of his Lordships Justices of the Provincial
Court

95th Recorded June the 22-1721

William Leth

required in
these presents
in hands &
written
in Duffur Seal
of Dorset
word year
Acknowledges
and Deed
According to
said Deed
hearing
knows
and
Same
and freely
to, by favor
and, or fear of his
According to
will and consent
before me being
Provincial
in 1721

398/ Mr Samuel Peck of New Brunswick County
Merchant prays his marks may be recorded which
is as follows viz a fork on the right side, and
a Crook on the Left - Recorded June the 23^d 1721

This Indenture made the twenty
first Day of February in the year of our Lord
god one thousand seven hundred and twenty
and in the Seventh year of the reign of our
Sovereign Lord King George of Great Britain
France and Ireland Defend. of the faith &c
between Charles Cicerney of New Brunswick
County in the province of Maryland planter
of the one part and Gilbert Pattison of the
said County and Province Carpenter of the
other part witnesseth that the said Charles
Cicerney for and in Consideration of a certain
tract or parcel of Land containing fifty Acres
being the Same on w^{ch} the said Charles Cicerney
now lives situated in the County afo^r with the
appurtenances thereto belonging conveyed
and assured to the said Charles Cicerney his
heirs and assigns by the said Gilbert Pattison
in Exchange whereof and wherewith the
said Charles Cicerney acknowledged
himself fully Satisfied and Contented and
(thereof)