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William Goff to William Nydd

Know all men,

This Indenture made the twenty fourth day of December in the Year of Our Lord One Thousand Eight Hundred and twenty seven between William Goff of Ferryland in the Island of Newfoundland Planter of the one part, and William Nydd of Saint Johns in Newfoundland aforesaid Merchant of the other part, Whereas the said William Goff is, and stands justly and truly indebted to the said William Nydd in the sum of One Hundred and Fifty pounds lawful Money current in Newfoundland which sum the said William Goff is at present unable to pay but being desirous of securing the said William Nydd to the best of his power and ability, hath agreed to demise to the said William Nydd by way of Mortgage of half of a certain Fishing Room or Plantation in Ferryland Harbour to him the said William Goff belonging, and commonly called or known by the name of Teals Plantation, together with all his right title and interest in the other half of said Premises and Fishing Room, leased to him by Benjamin Sweetland, Attorney for Thomas Rosser of Waterford Ireland, for the term of Twenty one years to be reckoned and computed from the first day of November One Thousand Eight Hundred and Twenty Two, subject to the payment of Six pounds rent for the first seven years of said Term, and for the remainder fourteen Years ten pounds per Annum Money of Great Britain on the tenth day of November of each and every Year of the said Term Now this Indenture Witnesseth that in consideration of the said debt of One Hundred and Fifty pounds of lawful Money current in Newfoundland, which the said William Goff doth hereby confess and acknowledge to be due and owing to the said William Nydd and for and in satisfaction of the sum of Ten Shillings of the

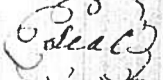
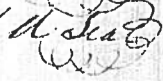
like lawfull money to the said William Goff in hand &  
paid by the said William Tynd at and before the  
executing and delivery of these presents the receipt  
whereof is hereby acknowledged, he the said William  
Goff hath granted, bargained, sold, aliened, devised  
and by these presents doth grant bargain sell and  
devise unto the said William Tynd, All the one  
half of that Room or Plantation Together with all his  
right, title and interest in the other half of said  
Plantation as described above, which the said Room  
or Plantation is bounded on the North West side by  
the Room occupied by Evers Platt, on the North  
and East by Captiv Day and on the South and West  
by the Harbour of England and all Messuages  
Houses, Stages, Flakes, Buildings, Gardens, Lands  
Tenements, Privileges, Hereditaments, and Appurtenan-  
ces whatsoever to the said Premises belonging or in  
any wise appertaining or accepted, reputed &  
deemed, taken or known as part parcel or member  
thereof, reversions and reversions, remainders and  
remainders, yearly and other rents, issues and  
profits thereof, and of every part and parcel thereof  
To Have and to Hold the said Fishing Room and  
Premises hereby or intended to be hereby devised with  
their and every of their appurtenances unto the said  
William Tynd his Heirs, Executors, Administrators  
and assigns from the day next before the date hereof  
for and during an a unto the full end and term  
of One Thousand Years next ensuing and fully to  
be complete and ended, Yielding and paying for  
the same the annual Rent of a Peppercorn if demanded  
Provided always nevertheless, and these presents are  
upon this express condition that if the said William  
Goff his Heirs, Executors or Administrators do and  
shall well and truly pay or cause to be paid unto  
the said William Tynd his Executors, Administrators  
or assigns the said Sum of One Hundred and  
Fifty Pounds, by five several Instalments, if





manner following, that is to say One Fifth part  
 thereof on the first day of October in the Year of our  
 Lord One Thousand Eight Hundred and Twenty  
 Eight, One fifth part in the Year of our Lord One  
 Thousand Eight Hundred and Twenty Nine, One  
 fifth part in the Year of our Lord One Thousand  
 Eight Hundred and Thirty, one fifth part in  
 the Year of our Lord One Thousand Eight Hundred  
 and Thirty One, and the last and remaining fifth  
 part thereof on the first day of October in the Year  
 of our Lord One Thousand Eight Hundred and  
 Thirty Two, without any deduction, defalcation or  
 abatement out of the same or any part thereof on  
 any account whatsoever, then and in such case, and  
 at all times from henceforth the grant and demise  
 hereby made and the said term of One Thousand  
 Years created shall cease, determine and be absolute  
 void, to all intents and purposes whatsoever any  
 thing herein contained to the contrary thereof in any  
 wise notwithstanding, and the said William Goff  
 doth hereby for himself, his Heirs, Executors and  
 Administrators, covenant promise grant and agree  
 to and with the said William Hynd his Executors  
 Administrators and Assigns in manner following  
 that is to say, that he the said William Goff hath  
 at the sealing and delivery of these presents in him-  
 self good right, full power and lawful and absolute  
 authority to grant, bargain sell and demise unto  
 the said William Hynd his Executors, Administra-  
 tors and Assigns the said Fishing Room or Plantation  
 Hereditaments and Premises, hereintofore mentioned  
 or intended to be hereby demise with their appur-  
 tenances and the said Fishing Room, Hereditaments  
 and Premises with their appurtenances shall from  
 time to time remain continue and be unto him  
 William Hynd his Executors Administrators and  
 for and during the said term of One Thousand  
 Years, and the said William Goff doth hereby

contained and shall and may be accordingly peacefully  
and quietly held and enjoyed without the lawful  
suit trouble denial objection or interruption of or by  
the said William Goff or of any person or persons  
lawfully claiming under them and that hee  
and cleare and fully and clearly acquitted absolved  
and discharged or otherwise by him the said William  
Goff his Heirs, Executors and Administrators well and  
sufficiently saved defended kept harmless and  
indemnified of from and against all former and  
other Gifts, grants, bargains, sales, leases, devises  
Mortgages, uses, estates, trusts, titles, troubles &  
charges, and incumbrances, none committed or  
suffered by the said William Goff his Heirs or  
Assigns or by any other person or persons whatsover  
lawfully claiming under him or them and it  
is hereby declared and agreed between the said  
parties to these presents that until default shall  
happen to be made in payment of either of the said  
instalments as herein before mentioned or any part  
thereof, by the space of thirty days next over or after the  
days or times herein mentioned or agreed upon  
for the payment thereof respectively it shall and  
may be lawful to and for the said William Goff his  
Heirs and Assigns peaceably and quietly to have  
hold and enjoy all and every the aforesaid Premises  
and to receive and take the Rents and Profits thereof  
to and for his own use and benefit without the let  
suit, trouble, or denial or interruption of or by the  
said William Tynd or his Assigns or either of them  
their or either of their Executors or Administrators.

In  
Witness whereof the said Parties have hereunto set  
their Hands and seals on the day and Year first  
before written.

William Goff   
William Tynd 

a sealed and delivered in  
presence of us, Richard Goff   
James Huie 

Memorial of the foregoing Deed

Date	Parties Names		Witnesses	Property conveyed	Consid
227 1880 June 16 <sup>th</sup> 1884	From William Goff	To William Hydd	Richard Goff James Frie	Houses, Slates Stages, Gardens and Land &c situate in the Harbour of Ferryland	One Hundred and Fifty Pounds

I certify that the foregoing Deed was duly acknowledged before me by William Goff a party thereto on the Sixth day of June one Thousand Eight Hundred and Twenty Eight, and recorded by me on the Seventh day of June aforesaid.

For the District  
 Registration Office  
 Ferryland

B. G. F. M. L. L.  
 Notary