

[OBVERSE]

[on the left side of following text, at 90 degree clockwise rotation, in a printed box with decorative squares in the corners, typed] H. LEAVENWORTH'S PRINT-ST. CATHARINES.

[large decorative font] **This Indenture**, [small decorative font] **Made at** [handwritten] Saint Davids ____
[small decorative font] **in the county of** [handwritten] Lincoln ____ [small decorative font] **in the**

[handwritten] District of Niagara, ____ [type] and province of Upper Canada, on the [handwritten]
Twenty Eighth [type] day of [handwritten] March ____ [type] in the year of our Lord one thousand

[type] eight hundred and thirty- [handwritten] Seven ____ [bold type] **BETWEEN** [handwritten] Samuel
Hiram Farnsworth, of Saint Catharines, in the Township of Grantham

in the County of Lincoln, in the District of Niagara and Province aforesaid Gentleman. ____ [horizontal
line continues to end of document]

[type] of the one part, and [handwritten] Stoughton Moore of Saint Davids aforesaid Tanner. ____
[horizontal line continues to end of document]

____ [horizontal line continues till it reaches type on right end of line] of the other part, [bold hollow
type] **WITNESSETH:**

[type] That the said [handwritten] Samuel Hiram Farnsworth [type] for and in consideration of the sum of
[handwritten] Six Hundred Pounds ____ [horizontal line continues to end of document]

[type] lawful money of Upper Canada, to [handwritten] him [type] in hand paid by the said [handwritten]
Stoughton Moore ____ [type] the receipt whereof is hereby acknowledged, [handwritten] hath [type]
granted, bargained, sold

[type] aliened, transferred, conveyed and confirmed, and by these presents [handwritten] doth [type]
grant, bargain, sell, alien, transfer, convey and confirm, unto the said [handwritten] Stoughton Moore his

[type] heirs and assigns, FOR EVER, all and singular [handwritten] thus [type] certain parcel or tract of
Land and premises, situate, lying and being in [handwritten] the Township of Bertie ____ [type] in the
county of

[handwritten] Lincoln ____ [type] in the [handwritten] District of Niagara ____ [type] and province
aforesaid, containing, by admeasurement, [handwritten] Forty Eight Acres, be the same

more or less, being composed of the East Half of Lot Number Seven, in the First Cross Concession
opposite the East End of Grand Island

in the Township of Bertie aforesaid, which said Tract of Land is butted and bounded or may be otherwise
known as follows, that

is to say, Commencing at the North East Angle of the said Lot, at the distance of One Chain from the
Niagara River, then South

Forty Four Chains more or less to within One Chain of Lot Number Ten in the third Concession, then
West Ten Chains more or less

to the Centre of the said Lot, then North to within One Chain of the Niagara River, then Easterly along the
Bank of the River, ____

always at the Distance of One Chain from the Water's Edge, to the place of beginning [flourish]

[a few inches of space]

[on the left, at 90 degree clockwise rotation, a double black line and the following text]

[type] RECEIVED, on the day of the date of the within Indenture, from

[handwritten] the said Stoughton Moore [type] the sum of [handwritten] Six Hundred

Pounds ____ [type] lawful money

of Upper Canada – being the full Consideration Money in the said In-

denture mentioned, to be paid by [handwritten] him [type] to me.

[type] WITNESS HERETO

[signatures] S.H. Farnsworth

Thomas Bunting

Matthew [Ottley?] [flourish follows the y]

[type] TOGETHER with all houses, out-houses, woods, ways, waters and water-courses thereon erected,
lying and being; the reversion and reversions, remainder and remainders, rents, issues and

profits thereof; and all the estate, right, title, interest, claim, property and demand whatsoever, either at
LAW or in EQUITY, of [handwritten] him [type] the said [handwritten] Samuel Hiram Farnsworth ____

[type] of, in, to or out of the same, and every part and parcel thereof: [bold type] TO HAVE AND TO
HOLD [type] the said parcel or tract of Land and premises, FREE and CLEAR, and freed and cleared

of and from all manner of incumbrances, to the said [handwritten] Stoughton Moore, his ____ [type] heirs
and assigns; to the sole and proper use, benefit and behoof of the said

[handwritten] Stoughton Moore, his ____ [type] heirs and assigns, FOR EVER – under the reservations,
limitations and conditions expressed in the original grant from the Crown. And the said

[handwritten] Samuel Hiram Farnsworth ____ [type] for [handwritten, inserted above] *himself and for*
[handwritten] his [type] heirs, executors and administrators, [handwritten] doth [type] covenant, promise
and agree to and with the said [handwritten] Stoughton Moore, his ____

heirs and assigns, by these presents, that [handwritten] he [type] the said [handwritten] Samuel Hiram
Farnsworth [type] now, at the time of the sealing and execution of these presents, [handwritten] is [type]
and stands lawfully

and rightfully seized of, or well and sufficiently entitled to, all and singular the said parcel or tract of
Land and premises hereby granted, bargained and sold, or intended so to be, and
of every part and parcel thereof, with the appurtenances, of or for a good, sure, perfect and lawful [bold
italic type] *Estate of Inheritance* [type] in FEE SIMPLE, without any manner of condition, contingent
proviso, power of limitation, new or other use or uses, or other restraint, or matter or thing whatsoever, to
alter, charge, change, determine, defeat or make void the same. And also, that
[handwritten] he ____ [type] the said [handwritten] Samuel Hiram Farnsworth ____ now, at the time of
the sealing and execution of these presents, [handwritten] has [type] in [handwritten] himself [type] good
right, full power,
and absolute authority to grant, bargain, sell and assure the said premises, and every part and parcel
thereof, with their and every of their appurtenances, unto and to the use of the said
[handwritten] Stoughton Moore his ____ [type] heirs and assigns, *for ever*, according to the true intent
and meaning of these presents. And further, that it shall and may be lawful to and
for the said [handwritten] Stoughton Moore, his ____ [type] heirs and assigns, from time to time, and at
all times hereafter, peaceably and quietly to enter into, have, hold, occupy, possess
and enjoy the said granted premises, and every part and parcel thereof, with their appurtenances, without
the lawful let, hindrance, molestation, interruption or denial whatsoever, of [handwritten] him
[type] the said [handwritten] Samuel Hiram Farnsworth ____ [type] or [handwritten] his [type] heirs, or
any other person or persons whomsoever, lawfully claiming, or who shall or may hereafter lawfully
claim, any
estate, right, title, trust or interest of, in, to or out of the same, or any part or parcel thereof, by, from or
under [handwritten] him [type] them, or any or either of them; and that free and clear, and freely
and clearly, and absolutely acquitted, exonerated and discharged, or otherwise well and sufficiently saved
harmless, and kept indemnified, by the said [handwritten] Samuel Hiram Farnsworth his
[type] heirs, executors and administrators, of, from and against all and all manner of former and other
gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, entails, acts, arrears of rent
statutes, recognizances, judgments, titles, charges and incumbrances whatsoever, had, made, done,
committed or suffered by [handwritten] him [type] the said [handwritten] Samuel Hiram Farnsworth ____
[type] or any other person or persons, or by, through or with [handwritten] his [type] their or any of their
acts, means, procurement, consent or privity. And moreover, that [handwritten] he [type] the said
[handwritten] Samuel _
Hiram Farnsworth [type] and [handwritten] his [type] heirs, and all and every person and persons
whomsoever, lawfully claiming, or who shall or may at any time or times hereafter have or lawfully
claim,
any estate, right, title, trust or interest, at law or in equity, of, in, to or out of the said lands, tenements and
hereditaments, shall and will, at all times hereafter, upon the reasonable request,
and at the proper costs and charges of the said [handwritten] Stoughton Moore, his ____ [type] heirs and
assigns, make, do and execute, or cause and procure to be made, done and

executed, all and singular such further and other act and acts, devises, conveyances and assurances in the law whatsoever, for the further, better and more perfect conveying and assuring

the said premises hereby granted, bargained and sold, or intended so to be, and every part and parcel thereof, unto the said [handwritten] Stoughton Moore, his ____ [type] heirs and assigns,

as by the said [handwritten] Stoughton Moore, his ____ [type] heirs and assigns, [handwritten] his [type] or their counsel, learned in the law, shall be reasonably devised, advised, or required.

[bold italic type] *IN WITNESS WHEREOF, the Parties to these Presents have hereunto set their Hands and Seals, the day and year first herein written.*

[curly bracket to the right of these two lines, typed] SIGNED, SEALED AND DELIVERED,

IN THE PRESENCE OF

[signatures] Thomas Bunting

Matthew [Ottley?]

Samuel Hiram Farnsworth [crosshatch stamp embossed onto square of cream coloured paper]

Stoughton Moore [crosshatch stamp embossed onto square of cream coloured paper]

[REVERSE]

Bargain and Sale

[horizontal line]

Samuel Hiram Farnsworth

to

Stoughton Moore

[double horizontal line]

Dated 20 March 1837

[double horizontal lines]

48 Acres, or East Half of Lot

No. 7. First Cross Concession

Bertie

[double horizontal lines]

No. 11.487

A Memorial hereof is
entered and registered in
the Registry of the Counties
of Lincoln and Haldimand
the 23rd day of May 1837
at 11 O'Clock A. M. In Book

S. Folios 175.176

Thomas Jennings

Dy. Reg.

[For?] John [Lyons?]

Reg.

feepaid 211.