

(34)

above bargain and sale to be void and from effect. That if Edward fail to make the same payment by the time of payment, then default to the day  
from the 1st day of January in the ensuing month required by the said Henry Gardner or his attorney and attorney, first a witness the sum and place of payment  
at least ten days before the 1st day of January for the last piece they will bring an action upon one of the several causes which shall happen  
discharge the defendant and aforesaid with all intent and also the expenses incidental to the same trial and the balance of any further payment to  
his said Edward Swinton on to the Person of his assignee. That the said Edward Swinton, Christopher Thompson, Factor of Apsey  
Gardner have hereto set their hands and seals this 15<sup>th</sup> day of December 1832.

Christopher Swinton Esq.

Christopher Swinton Esq.

Henry Gardner Esq.

St. Albans County

In the Clerk's Office, the 25<sup>th</sup> December 1832. This indenture was acknowledged by Edward Swinton, Christopher Thompson  
Factor and Henry Gardner his factors both and admitted to record And also Certified to the office of the County of Hertford  
on the 17<sup>th</sup> January 1833. This indenture as aforesaid was entered upon the records of the County.

Dated James Reddell

Johnsons

to

This Indenture made and entered into this 15<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and twenty four by and between Henry Johnson  
of the first part Esq. & John Barnes Esq. of the second part Esq. Factor of the said and last jointly by the abovesigned parties both of the County of Hertford in the Kingdom of England  
Witnesseth that the said Henry Johnson is fully indebted to the said John Barnes his attorney for all the sum of money by him paid to the said Edward Swinton  
the defendant together with the legal interest thereon at the rate of six per cent per annum from the date of the indenture to the present time and to the  
15<sup>th</sup> Nov 1832 and Edward Swinton his attorney has the said Henry Johnson as well as his wife the former wife of the said Edward Swinton deceased  
memorandum to him in hand paid by the said Edward Swinton and before the issuing and delivery of these presents the full receipt whereof is hereby given and acknowledged  
and for every part of which to the said Edward Swinton and all his legal representatives or executors or administrators and executors of his goods beggars and debts  
and to his heirs and executors and to the said Edward Swinton and his executors and administrators and executors of his goods and debts to say the said Henry Johnson has granted bargained and  
sold and doth grant bargain and sell unto the said Edward Swinton his heirs and assigns the following named property unto him on behalf of himself and whole family  
for and better consideration for one year to have and to hold the same during his life and quantum to his quiet enjoyment and every  
part thereof and all the right title interest and estate which to the said Henry Johnson has hitherto had or to have, property to him the said Edward Swinton  
the said Edward's executors administrators and assigns forever to have, for use and behoove of him and Edward Swinton to have executors administrators and assigns forever  
Instrumentality of that the said Henry Johnson shall have executors administrators estate and land fully paid to the said Edward Barnes his heirs executors or  
assigns the same sum of money for discharge of the same which shall have accrued thereon before the date when Edward Barnes or any legal representative  
of his shall or may require the same that then the indenture and every thing contained shall be void and of no effect but of the said Henry Johnson his  
true executors administrators shall do and pay to the said Edward Swinton for discharge of the same which shall have accrued thereon on or before the said  
said Edward his heirs executors administrators or assigns shall or may require the same then upon the receipt whereof he said Edward Barnes or any  
legal representative of him as aforesaid by the said Edward Swinton shall and may sell and dispose of the above named property unto him if such sale be  
sufficient to raise money to discharge the aforesaid debt of Henry Johnson with the interest which shall have accrued thereon to the day  
of judgment and also all the necessary fees the said property shall be sold at publick auction for cash at any place that the said  
Edward Swinton shall think proper first advertising the sale thereof at three publick places being in the said County or in any  
town where the said property is to be sold money through the hands and doors of said Esq. after paying and discharging all  
costs attending the execution of this trust shall be applied by the said Edward Swinton to the discharge of the aforesaid  
sum of Twenty five dollars per ann. and owing to the said Edward Barnes as aforesaid or so much thereof as may then  
be due by whom ever the indenture which shall have accrued thereon and any sum or sum of money thenceforward  
in the hands of the said Edward Swinton to be paid by him to the said Henry Johnson his heirs executors administrators  
or assigns in case the said Edward Swinton shall help to the execution of the said trust to said Edward Swinton are to carry  
this Indenture into effect and operation as a witness for the said trust to the said Henry Johnson for him of  
his heirs executors and administrators to have, warrant and defend the right title of all the above named  
property to him the said Edward Swinton his heirs executors and assigns against the claim of them  
the said Henry Johnson and all and every person or persons who shall be claiming or annexing the said  
property or any part whereof or by whom the said Henry Johnson may be or manner whatsoever  
In witness whereof all the parties herein have subscribed our names and affixed our seals this day of this year  
1833 and the day wherein this Indenture was signed sealed and delivered in presence of

John Johnson Esq.

John Johnson Esq.

John Barnes Esq.

John Johnson Esq.

John Barnes Esq.