

Ms. B. 3. Detached

four hundred & sixty three dollars & twenty five cents not demanded, & paid
1843 with Int. from the 1st April 1843 until and including June 1st 1843
herefor for the sum of one hundred and eighty one dollars & twenty five cents
due and not demand'd 18 Octo^r 1843 as damage on account of damage to which
reference may be made in the 2^d Bill of Settlement now coming to this date being
Deliv^r to Ernest all that tract of land being in the County of Gloucester and the
Mrs. B. S. Detached Virginia and lying on the River called New Bagnell's about the sum
Sep 26. 1842 tract a part of land the late W^t J. Rockwell purchased of W^t D. Phillips
and wife bounded by the lands of N. T. McLean his Esq^r and others together
with all the buildings and improvements belonging thereto situated in town
Newmarket and power and authority of the said W^t J. Everett to do the sum
for the purpose of paying said debts and the expenses attending the removal
of said tract of land and W^t J. Rockwell shall fail to discharge the said sum
according to the time and effect thereof whenever after such default the said
parties or either of them shall require or desire it to be made and whereas the
said W^t J. Rockwell having failed to pay the said debts and expenses to the
time and effect of the said bonds and one of the said parties having a
consequent thereof requiring at date of the said bonds to be made for the purpose
aforesaid the said W^t J. Everett in execution of said tract of ground legal
title of the same and place of such hold date as the day aforesaid to date at
public auction to the highest bidder for ready money the said tract or part of
land and at the date to make the aforesaid Henry Hindman became the purchaser
of the said tract of land by bidding therefore the sum of seven hundred and ninety
one dollars and cents which was the highest bid made for the same and that
sum he has since paid to the said William J. Everett Note this 1st instant
witnesseth that the said W^t J. Everett for and in consideration of the said sum
of seven hundred & twenty one dollars which I have received from the said
Henry Hindman as mentioned above have granted, bargained and sold and by
these presents do grant, bargain and sell unto the said Henry Hindman his heirs
and assigns forever this said tract of land hereinbefore mentioned and described
to have and to hold the said tract of land and all the buildings and
improvements thereon or belonging and all the right title and interest of the said
W^t J. Everett unto the said Henry Hindman his heirs and assigns forever and
the said W^t J. Everett for himself his heirs and administrators hereby covenants
and agrees to well and truly the said Henry Hindman his heirs and assigns that
he will peaceably, warrant and defend the said tract of land herein
described to the said Henry Hindman his heirs and assigns off the claim and
demands of the said W^t J. Everett and all persons claiming the same or any part
thereof by force, threat or under hue and cry the said W^t J. Everett but except in case
of an actual personal attorney, or attorney otherwise the D^r H^t J^r Everett have caused
let his hand and affixed his seal the day and year first herein written
August second A.D. 1843
W^t J. Everett Test^d

W. T. Burt
1865

set his hand and affixed his seal the day and year above
signed and sealed (Seal)

in presence of me

James D. Morgan {
Schenectady County, N.Y. 3rd block off the
Edward Burton! 1st of August, 1865 New York of Morgan
Bryant & Winter) and took from W. T. Burt to Henry Ladd
was present at the ends of James D. Morgan, Edward Burton and