RECORDS

OF

PLYMOUTH COLONY.

DEEDS, &c.

VOL. I.

1620-1651.

BOOK OF INDIAN RECORDS FOR THEIR LANDS.

RECORDS

OF THE

COLONY

OF

PLYMOUTH NEW

NEW ENGLAND.

PRINTED BY ORDER OF THE LEGISLATURE OF THE COMMONWEALTH OF MASSACHUSETTS.

EDITED BY

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DEEDS, &c. Vol. XII

VOL. I.

1620-1651.

BOOK OF INDIAN RECORDS FOR THEIR LANDS.



BOSTON:

FROM THE PRESS OF WILLIAM WHITE, PRINTER TO THE COMMONWEALTH.

1861.



INTRODUCTION.

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HIS volume contains a copy of the manuscript lettered "Plymouth Colony Records, Deeds, &c., Vol. I. 1627–1651," and of the "Book of Indian Records for their Lands," which is contained in the manuscript lettered "Plymouth Colony Records,—Ind. Deeds,—Treas^{rs} Records, Acc^{rs}, Lists of Freemen," which Book of Indian Records, with the exception of two pages, is in the handwriting of Nathaniel Morton and Samuel Sprague.

The manuscript Book of Deeds, &c., which is the most ancient record of the first settlers of Plymouth, was begun by Governor Bradford, but the greater part of it is in the handwriting of Nathaniel Sowther and Nathaniel Morton. A few pages are in the handwriting of Antony Thacher and Samuel Sprague.

The book was paged by Secretary Morton, with the exception of thirty-two leaves at the beginning, and seven leaves at the end, which many years afterwards were paged by other persons.

In the year 1716, John Cotton, Esq., made Indexes, or Tables, as he calls them, on some of the leaves left unpaged, and wrote on the first page of the record

"Anno 1627
There are 2 Tables in this Book,"

The date "1627," however, probably does not refer to the record on the same page, in Governor Bradford's handwriting, of the meersteads and garden plots laid out in 1620, or to the pages containing the record, mainly by the same hand, of the allotments of land in 1623. Those pages have every appearance of having been written in the years mentioned in the record. The date written by Mr. Cotton, "1627," undoubtedly refers to the record of Deeds, agreeably to the Title, on the leaf preceding the first page, namely,

"Plimouths great Book of Deeds of Lands Enrolled: from An° 1627 to An° 1651:"

A few deeds were also enrolled or recorded in this book of a date subsequent to 1651.

In some instances Deeds and other Instruments were signed by the parties with their own hands on the record, fac-similes of several of which autographs will be found in their appropriate places. A fac-simile of the first page, as recorded by Governor Bradford, is also added.

DAVID PULSIFER.

Boston, November 21, 1861.

MARKS AND CONTRACTIONS.

A Dash - (or straight line) over a letter indicates the omission of the letter following the one marked.

A Curved Line ~ indicates the omission of one or more letters next to the one marked.

A Superior Letter indicates the omission of contiguous letters, either preceding or following it.

A Caret , indicates an omission in the original record.

A Cross x indicates a lost or unintelligible word.

All doubtful words supplied by the editor are included between brackets, []. Some redundancies in the original record are printed in Italics.

Some interlineations, that occur in the original record, are put between parallels, $\|\ \|$.

Some words and paragraphs, which have been cancelled in the original record, are put between ‡ ‡.

Several characters have special significations, namely: —

@, — annum, anno.

ā, — an, am, — curiā, curiam.

ã, - mãtrate, magistrate.

ъ, — ber, — numъ, number; Roъt, Robert.

č, — ci, ti, — accon, action.

co, — tio, — jurisdiccon, jurisdiction.

ĉ, — cre, cer, — aĉs, acres; cleriĉ, clericus.

đ, — đđ, delivered.

ẽ, — Trẽr, Treasurer.

ē, — committē, committee.

ğ, — ğfilal, general; Georg, George.

h, - chr, charter.

ĩ, — begĩg, beginning.

ł, — łre, letter.

m, - mm, mn, - comittee, committee.

m, - recomdacon, recommendation.

m, — mer, — formly, formerly.

m, - month.

n, - nn, - Pen, Penn; ano, anno.

ñ, — Dñi, Domini.

n, — ner, — mann, manner.

ō, — on, — mentiō, mention.

õ, — mõ, month.

p, - par, por; pt, part; ption, portion.

p, — pre, — psent, present.

p, — per, par, pur, pear, — psuite, pursuite; appd, appeared; pson, person; pte, parte.

p, - pro, - pporcon, proportion.

p, - proper.

q, — qstion, question.

ф, — esф, esquire.

ř, — Apř, April.

š, — š, session; šd, said.

ŝ, — ser, — ŝvants, servants.

t, — ter, — neut, neuter; secret, secretary.

t, - capt, captain.

û, — uer, — seûal, seueral; goû, gouernor.

ū, — aboū, aboue, above.

₹, — ver, — se₹al, several.

*, — ver, verse, verses.

 $\widetilde{\mathbf{w}}$, — $\widetilde{\mathbf{w}}$ n, when.

ye, the; ym, them; yn, then; yr, their; ys, this; yt, that.

z, — us, ue; vilibz, vilibus; annoqz, annoque.

C, — es, et, — statut C, statutes.

(∂, &∂, &c³, — et cætera.

vizs, — videlicet, namely.

/ — full point.

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PLYMOUTH RECORDS.

DEEDS, &c.

VOL. I.

1620-1651.

The move stouts of garden plot of of .

which same first layer out 1620}

The north side

the south side

Specker Brown

Gohn Goodman

Brenster

John Billington
Myfaak Aterton
Francies Hooke
Edmurd Winston

sift way

the Theck

PLYMOUTH RECORDS.

[The manuscript volume entitled "Plimouths Great Book of Deeds of Lands Enrolled from An° 1627 to An° 1651," (a copy of which follows, ending on page 221 of this volume,) is divided into two parts. The first part, containing the allotments of land, &c., was written by Governor Bradford, excepting pages 11, 50—57, and part of page 30, which are in an unknown hand. The second part was written by the following named persons: Edward Winslow, pages 1 and 4. Nathaniel Sowther, 2, 16, 18, 19—82, 84—133, 136—153, 156—189, 194—214, 218, 220, parts of 134, 154, 190, and 192. William Bradford, 6—10, 83, 223, 224, 277—230, 382, 384, part of 134. Antony Thacher, 154, 191, 225, 237, 240, parts of 154, 234, and 236. Nathaniel Morton, 215, 216, 232, 241—368, parts of 190, 192, 234, and 371. William Paddy, receipt on page 236. Samuel Sprague, 375—376. The greater part of the manuscript is written on one side only of the leaf. The folios of the blank pages are omitted in the margin of the printed copy.—D. P.]

*The meersteads ℓ garden plotes of [those] which came first layd out 1620.

The north side

The south side

Peeter Brown

John Goodman

Mr Wm Brewster

high way

John Billington
Mr Isaak Allerton
Francies Cooke
Edward Winslow

the streete

*4 *The Falles of their grounds which came first ouer in the May-Floure, according as thier lotes were cast .1623.

	Robart Cochman 1 the number [of
	Mr William Brewster 6 akers to [each
	William Bradford 3 one.
	Richard Gardener 1
these lye on the	Frances Cooke 2
South side of	George Soule 1
the brooke to	Mr Isaak Alerton 7
the baywards.	John Billington 3
	Peter Browen 1
	Samuell ffuller 2
	Joseph Rogers 2
	these containe .29. akers.
These lye one	John Howland 4
the South side	Steuen Hobkins 6
of the brook to	Edward 1
the woodward	Edward 1
opposite to the	Gilbard Winslow 1
former.	Samuell ffuller Juneor 3
	Samuell ffuller Juneor 3 these containe .16. akers besids Hobamaks
former.	
former.	these containe .16. akers besids Hobamaks
ground this .5. akers lyeth behind the forte	these containe .16. akers besids Hobamaks
former. ground chis .5. akers lyeth	these containe.16. akers besids Hobamaks which lyeth betwene Jo: Howlands & Hobkinses.
former. ground his .5. akers lyeth behind the forte	these containe 16 akers besids Hobamaks which lyeth betwene Jo: Howlands (Hobkinses. William White 5 Edward Winslow 4
ground this .5. akers lyeth behind the forte to the litle ponde.	these containe .16. akers besids Hobamaks which lyeth betwene Jo: Howlands (Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2]
ground this .5. akers lyeth behind the forte to the litle ponde.	these containe 16 akers besids Hobamaks which lyeth betwene Jo: Howlands (Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2] John Goodman ×
ground this .5. akers lyeth behind the forte to the litle ponde. these lye one the north side of	these containe 16. akers besids Hobamaks which lyeth betwene Jo: Howlands (Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2] John Goodman
ground this .5. akers lyeth behind the forte to the litle ponde. These lye one the north side of the towne nexte	these containe 16 akers besids Hobamaks which lyeth betwene Jo: Howlands & Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2] John Goodman
ground this .5. akers lyeth behind the forte to the litle ponde. These lye one the north side of the towne nexte adjoyning to	these containe 16. akers besids Hobamaks which lyeth betwene Jo: Howlands (Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2] John Goodman
ground this .5. akers lyeth behind the forte to the litle ponde. These lye one the north side of the towne nexte adjoyning to their gardens	these containe 16. akers besids Hobamaks which lyeth betwene Jo: Howlands & Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2] John Goodman John Crackston John Alden Marie Chilton
ground this .5. akers lyeth behind the forte to the litle ponde. These lye one the north side of the towne nexte adjoyning to	these containe 16. akers besids Hobamaks which lyeth betwene Jo: Howlands (Hobkinses. William White 5 Edward Winslow 4 Richard Warren [2] John Goodman

*5

*The fales of their grounds which came in the Fortune according as their This ship came Nov 1621.

these lye to the sea, eastward.	These lye beyond the f[irst] brook to the wood we[st]ward.
William Hilton , . 1	William Wright ()
John Winslow 1	William Pitt
William Coner 1	Robart Hickes 1
John Adams 1	Thomas Prence
William Tench ()	Steuen Dean
John Cannon } · · · · 2	Moyses Simonson () Philipe de la Noye } 2
	Edward Bompass 1
these following lye	Clemente Brigges 1
beyonde the .2. brooke.	James Steward
	William Palmer
Hugh Statio	Jonathan Brewster 1
Hugh Statie 1	Benet Morgan 1
William Beale ()	Thomas Flauell)
Thomas Cushman \ \cdot \cdot \cdot 2	this son,
Austen Nicolas 1	Thomas Morton 1
Widow Foord 4	William Bassite 2
15. akers.	19. akers.
*The fales of their grounds which can	
*The fales of their grounds which can	me ouer in the shipe called the Anne
*The fales of their grounds which can according as their	me ouer in the shipe called the Anne were cast 1623.
*The fales of their grounds which can according as their Akers James Rande	me ouer in the shipe called the Anne were cast 1623. these to the sea eastward. akx.
*The fales of their grounds which can according as their Akers James Rande	me ouer in the shipe called the Anne were cast 1623. these to the sea eastward. akx. Francis Spragge 3
*The fales of their grounds which can according as their Akers James Rande	me ouer in the shipe called the Anne were cast 1623. these to the sea eastward. akx. Francis Spragge 3
*The fales of their grounds which can according as their Akers James Rande	me ouer in the shipe called the Anne were cast 1623. these to the sea eastward. akx. Francis Spragge 3 the brooke to Strawberie-hill. Edward Burcher 2

reed-ponde.	ponde.
George Morton & Experience Michell Christian Penn Thomas Morton Junior William Hiltons wife (.2.children)	Allice Bradford
	other side of the towne towards the eele-riuer.
Marie Buckett adioyning to Joseph Rogers	Robart Rattlife beyonde the swampie & stonie ground \\ 10 These butt against Hobes Hole.
Cudbart Cudbartsone	6 Nicolas Snow
Anthony Anable	
Bangs	
*South side.	North side.
Steph: Tracy three acres Tho. Clarke one acre	
Robt Bartlet one acre	1 Josuah Prat () Phineas Prat
	se to remoue their fam[ilies] to liue in that they [may] the better repair to the wo
John	n Allden.
Cap	ten Standish.

Johna: Brewster. Tho: Prence.

Anº 1627.

*30

7

* PHILLIP DELANOY hath sould to Stephen Deane one Acre of Land lying on the North side the towne between the first and second brooke in the Vpper fall of the said field and bounded with the grounds of Moses Simonson on the north side and the saide Stephen on the south side. The said Stephen, to have \(\ell\) to hould the said Acre soe lying, to the \(\psi\) vse and benefit of him \(\ell\) his Heires for ever for \(\ell\) in Consideration of the Sum or Vallue of fower pound\(\ell\) sterling eyther to be made in currant monye of England or in such other co\(\overline{modity}\) as will Readily pcure or amount vnto the said som, in this plantation: in maner \(\ell\) forme following, viz the one halfe in \(\ell\) vpon the first day of October: 1628: in the now dwelling house of the said Stephen, to the said Phillip, his heires, or asignes, the same being there by him or them demaunded And twenty shillings more vp\(\overline{o}\) the first day of October Anno. 1629 \(\ell\) the last 20 shillings Anno 1630: on the first of October each payment to be made at the place afforesaid.

PALIPP DELANOY STEPHEN DEANE

PDWARD BOMPASS, and Moses Simonson sould ech of them an Acre of ground, to Robart Hicks lying on the north side of the towne.

Anº 1628. March 26.

TEUEN DEAN sould to Robart Hixe .2. acers of land lying on the north side of the towne between the first, ℓ second brook, the one being his owe inheritance, ye other was that he bought of Philip De le noy. the which .2. acers he sould as aforesaid to the said Robart Hixe for the some of .4.th sterling, which paiment he haith received. ℓ in wittnes hearof hath put to his hand. this .3. of July. 1630.

Feb. 10, Anº 1629.

STEPHEN DEAN.

* BRAHAM PEIRCE, sould to Thomas Clarck one Acre of land lying on ye south side of the towne abutting on Hobs-hole with the one end, and bounded one ye one side with the ground of Ralfe Wallen, c on the other end, c side with Comone ground. for the Consideration sume of .30. pounds of good c marchantable Tobaco. to him, his heirs for euer.

Anº 1629 Sept. 28. *32

The .29. of the same month ℓ year aboue writen the said Thomas Clark sould to William Bradford the aforesaid acre of land bought of ye said Abraham Peirce, lying ℓ bounded as abouesayd.

And also an other acre of grounde lying on the same side of the towne, abutting with ye one ende on ye Bay, & bouded one ye one side with with ye land of widow Waren, & on ye other sid with ye land of Edward Bangs; both which

All this was paid according to ye bargen. acres of land he the said Thomas, hath sould the said William, for the sume of .5.14 sterling, to haue, ℓ injoye, to him ℓ his heirs for euer. the said .5.14 is to be payed in good ℓ curent money in England, except .6.14 of beauer to be payed hear.

Teste.

*36 *40 *Orders agreed on at seuerall times for the generall good of the Colony; and the better gouerment, preservation of the same

Anno. 1623. desemb: 17. IT was ordained .17. day of Desemb. Anno .1623. by the Court then held; that all crimynall facts; and also all maters of Trespases; and debts between man, ℓ man should, be tried by the verdict, of twelve Honest men, to be Impanled by Authoryty, in forme of a Jurie vpon their oaths.

Anno .1626. march .29. It was decreed by the Court held the .29. of march Anno .1626. That for the preuenting of shuch inconveniences, as doe, and may befall the plantation by the want of timber, That no man of what condition soeuer sell or transport any maner of works as frames, for howses, planks, bords, shiping, shalops, boats, cañoes, or what so ever may tende to the destrucktion of timber aforesaid; how litle so ever the quantie be; without the consent, approbation, ℓ liking of the Gouernour, ℓ Counsell;

And if any be found falty herein ℓ shall imbarke, or any way convey to that end to make salle of any the goods aforesaid expressed or intended by this decree, the same to be forfited, and a fine of twise the valew for all so sould to be duly taken by the Gouernour for the vse ℓ benefite of the Company.

It was furder decreed the day ℓ year aboue writen; for ye preuenting of shuch abuses, as doe ℓ may arise amongst vs; that no handicrafts men of what profession so euer, as Taylors, shoemakers, carpenters, Joyners, Smiths, Sawiers or whatsoeuer weh doe or may residd or belong to this plantation of Plimoth: shall vse their science or Trads, at home or abroad for any streangers or foriners, till shuch time as the necessity of [the] Colony be served, without the concent of ye Gouernour ℓ counsell; The breach therof to be punished at [their] descretion.

March .29. 1626. *42 *It was ordained the said .29. of March .1626. for the preuenting scarcity, as also for the furdering of our trade, that no corne, beans, or pease, be transporded, inbarked or sold to that end to be convayed out of the colony without the leaue ℓ licence of the Gouernour ℓ Counsell; the breach wherof to be punished with lose of the goods so taken or proued to be sould; ℓ the seler furder fined, or puinshed, or both at the discretion of y^e Goũ^r ℓ counsell.

January .6. 1627.

It was agreed vpon by the whole courte held the .6. of Jenuar .1627. that from henceforward no dwelling-house was to be coursed with any kind of thatche as straw, reed, (c. but with either bord, or pale or the like; to wet: of all that were to be new build in the towne.

*1627. }

*50

A T a publique court held the 22th of May it was concluded by the whole Companie, that the cattell web were the Companies, to wit, the Cowes the Goates should be equally deuided to all the psonts of the same company to soe kept vntill the expiration of ten yeares after the date aboue written. It that every one should well and sufficiently puid for there owne pt vnder penalty of forfeiting the same.

That the old stock with halfe th increase should remaine for comon vse to be deuided at thend of the said terms or otherwise as ocation falleth out, the other halfe to be their owne for euer.

Vppon w^{ch} agreement they were equally deuided by lotts soe as the burthen of the keeping the males then beeing should be borne for common vse by those to whose lot the best Cowes should fall ℓ so the lotts fell as followeth/thirteene psonts being proportioned to one lot.

- i. The first lot fell to ffrancis Cooke & his Companie Joyned to him his wife Hester Cooke.
 - 3 John Cooke
 - 4 Jacob Cooke
 - 5 Jane Cooke
 - 6 Hester Cooke
 - 7 Mary Cooke
 - 8 Moses Simonson
 - 9 Phillip Delanoy
 - 10 Experience Michaell
 - 11 John ffance
 - 12 Joshua Pratt
 - 13 Phinihas Pratt

To this lot fell the least of the 4 black Heyfers Came in the Jacob, and two shee goats.

- 2 The second lot fel to Mr Isaac Allerton (his Companie ioyned to him his wife ffeare Allerton.
 - 3 Bartholomew Allerton
 - 4 Remember Allerton
 - 5 Mary Allerton
 - 6 Sarah Allerton
 - 7 Godber Godberson
 - 8 Sarah Godberson
 - 9 Samuell Godberson
 - 10 Marra Priest
 - 11 Sarah Priest
 - 12 Edward Bumpasse
 - 13 John Crakstone

To this lot fell the Greate Black cow came in the Ann to which they must keepe the lesser of the two steers, and two shee goats. *52 *3 The third lot fell to Capt Standish & his companie Joyned to him his wife Barbara Standish 3 Charles Standish To this lot fell the Red Cow weh be-4 Allexander Standish longeth to the poore of the Colonye to 5 John Standish weh they must keepe her Calfe of this 6 Edward Winslow yeare being a Bull for the Companie. 7 Susanna Winslow Also to this lott Came too she goats. 8 Edward Winslow 9 John Winslow 10 Resolued White 11 Perigrine White 12 Abraham Peirce 13 Thomas Clarke 4 The fourth lot fell to John Howland & his company Joyned to him 2 his wife Elizabeth Howland 3 John Howland Junor To this lot fell one of the 4 heyfers 4 Desire Howland Came in the Jacob Called Raghorne. 5 William Wright 6 Thomas Morton Junor 7 John Alden 8 Prissilla Alden 9 Elizabeth Alden 10 Clemont Briggs 11 Edward Dolton 12 Edward Holdman 13 Joh. Alden 5 The fift lot fell to Mr Willm Brewster & his companie Joyned to him 2 Loue Brewster To this lot ffell one of the fower 3 Wrestling Brewster 4 Richard More Heyfers Came in the Jacob Caled the 5 Henri Samson Blind Heyfer (2 shee goats. 6 Johnathan Brewster 7 Lucrecia Brewster 8 Willm Brewster 9 Mary Brewster 10 Thomas Prince 11 Pacience Prince 12 Rebecka Prince 13 Humillyty Cooper

*6 The sixt lott fell to John Shaw & his companie Joyned

- 1 to him
- 2 John Adams
- 3 Eliner Adams
- 4 James Adams
- 5 John Winslow
- 6 Mary Winslow
- 7 Willm Basset
- 8 Elizabeth Bassett
- 9 Willyam Basset Junor
- 10 Elyzabeth Basset Junor
- 11 ffrancis Sprage
- 12 Anna Sprage
- 13 Mercye Sprage

To this lot fell the lesser of the black Cowes Came at first in the Ann wth which they must keepe the bigest of the 2 steers. Also to this lott was two shee goats.

7 The seauenth lott fell to Stephen Hopkins (his companie Joyned to

- 2 him his wife Elizabeth Hopkins
- 3 Gyles Hopkins
- 4 Caleb Hopkins
- 5 Debora Hopkins
- 6 Nickolas Snow
- 7 Constance Snow
- 8 Wilłam Pallmer
- 9 ffrances Pallmer
- 10 Wiltm Pallmer Jnor
- 11 John Billington Senor
- 12 Hellen Billington
- 13 ffrancis Billington

To this lott fell A black weining Calfe to weh was aded the Calfe of this yeare to come of the black Cow, weh fell to John Shaw & and his Companie, weh pueing a bull they were to keepe it vngelt 5 yeares for common vse & after to make there best of it. Nothing belongeth of thes too, for ye copanye of ye first stock: but only half ye Increase.

To this lott ther fell two shee goats: which goats they posses on the like terms which others doe their cattell.

8 The eaight lot fell to Samuell ffuller (his company Joyned to him his wife

- 2 Bridgett ffuller
- 3 Samuell ffuller Junior
- 4 Peeter Browne
- 5 Martha Browne
- 6 Mary Browne
- 7 John fford
- 8 Martha fford
- 9 Anthony Anable
- 10 Jane Anable

To this lott fell A Red Heyfer Came of the Cow web belongeth to the poore of the Colony (so is of that Consideration. (viz) thes points nominated, to have halfe the Increace, the other halfe, with the ould stock, to remain for the vise of the poore.

To this lott also two shee goats.

- 11 Sara Anable
- 12 Hanah Anable
- 13 Them Morton Sonor
- 13 Damaris Hopkins
- The ninth lot fell to Richard Warren & his companie Joyned wth
 - 2 him his wife Elizabeth Warren
 - 3 Nathaniell Warren

To this lott fell one of the 4 black

4 Joseph Warren

Heyfers that came in the Jacob caled

5 Mary Warren

the smooth horned Heyfer and two

6 Anna Warren

shee goats.

- 7 Sara Warren
- 8 Elizabeth Warren
- 9 Abigall Warren
- 10 John Billington
- 11 George Sowle
- 12 Mary Sowle
- 13 Zakariah Sowle
- 10 The tenth lot fell to ffrancis Eaton & those Joyned wth him his
 - 2 wife Christian Eaton

To this lott ffell an heyfer of the

3 Samuell Eaton

last yeare called the white belyd

4 Rahell Eaton

heyfer (two shee goats.

- 5 Stephen Tracie
- 6 Triphosa Tracie
- 7 Sarah Tracie
- 8 Rebecka Tracie
- 9 Ralph Wallen
- 10 Joyce Wallen
- 11 Sarah Morton
- 12 Edward Fludd
- 12 Robert Hilton Bartlet
- 13 Tho: Prence.
- 11 The eleventh lott ffell to the Gouernor Mr William Bradford and
 - 2 those with him, to wit, his wife Alles Bradford and
 - 3 William Bradford, Junior
 - 4 Mercy Bradford

To this lott fell An heyfer of the

5 Joseph Rogers

last yeare weh was of the Greate white

6 Thomas Cushman

back cow that was brought ouer in

7 William Latham

the Ann, & two shee goats.

8 Manases Kempton

- 9 Julian Kempton
- 10 Nathaniell Morton
- 11 John Morton
- 12 Ephraim Morton
- 13 Patience Morton
- 12. The twelueth lott fell to John Jene & his companie joyned to him,
 - 2 his wife Sarah Jene
 - 3 Samuell Jene
 - 4 Abigall Jene
 - 5 Sara Jene
 - Robert
 - *6 Robert Hickes
 - 7 Margret Hickes
 - 8 Samuell Hickes
 - 9 Ephraim Hickes
 - 10 Lidya Hickes
 - 11 Phebe Hickes
 - 12 Stephen Deane
 - 13 Edward Banges

To this lott fell the greate white backt cow w^{ch} was brought ouer with

the first in the Ann, to weh cow the keepeing of the bull was joyned for

thes psonts to puide for. heere also two shee goats. *57

1627, May the 22. It was farther agreed at the same Court/:

That if anie of the cattell should by acsident miscarie or be lost or Hurt: that the same should be taken knowledg of by Indifferent men: and Judged whether the losse came by the neglegence or default of those betrusted and if they were found faulty, that then such should be forced to make satisfaction for the companies, as also their partners dammage/:

*The .3d. of January .1627. it was agreed in a full Court; about decision of lands as followeth.

Plimoth.

THAT the first decision of the Acers should stand, and continue firme, according to the former decision made vnto the possessers ther of, ℓ to their heirs for euer. free liberty being reserved for all, to gett fire-wood theron. but the timber trees wer excepted for the owners of y° ground.

Inpr

That the .2. decision should consist of .20. Acers to every person; and to containe five in bredth, and foure in length; and so accordingly to be decided by lott, to every one which was to have share therin.

2ly

- 3 The ground to be Judged sufficent before the lots were drawne, and the rest to be left to Common use.
- This being don; that for our better subsistance, and convenience; those grounds which are nearest the towne, in whose lott so ever they fall; shall be used by the whole, for the space of .4. years from the date here of, viz. first, that the right owner make choyce of twise that quanty he shall or may vse, within the said terme. and then to take to him shuch nighbours as shall have nede \(\) he thinke fite; but if they cannot agree then the Governour and Counsell may appoint as they think meet: Provided that the woods be ordered for felling \(\) loping according as the owner shall appoint; for neither firewood nor other timber, either for building, or fencing, or any other vse, is to be feld or carid of of any of these lots, without the owners leave \(\) licence, but he is to preserve them to his best advantage.
- 5^{ly} *That what soeuer the surueigers Judg sufficient shall stand without con-*62 tradiction, or opposition. and every man shall rest contented with his lott.
- That after the purchasers are serued, as aforesaid that then shuch planters as are heirs to shuch as died before the right of the land was yeilded to the aduenturers have also .20. Acres a person, prortionable to their right laid out in pt of their inheritance.
- 7 That first they shall begine, weer the Acers of the first decision end. and lay out that to the Eele-river so farr as shall be thought fitt by yo surveighers; and returne to the north sid of the town, \(\) so proceed accordingly. And that they leave all great timber swamps for comon vse.
- 8^{ly} That fouling, fishing, and hunting be free.
- That the old path-waies be still allowed; and that every man be allowed a convenient way to the water weer so ever the lott fall.
- Lasly, that every man of y° surveighers have have a peck of corne for every share of land laid out by them; to be payed by the owner therof when the same is layd out.

The names of the layers-out were these.

William Bradford Edward Winslow John Howland Francis Cook Josua Pratt Edward Bangs

DWARD WINSLOW hath sold unto Capt Myles Standish his six Jan. 20. 1627. shares in the red Cow for f in consideracon of fiue pownds ten shillingt to be pd in Corne at the rate of six shillingt p bushell freeing the sd Edward from all manner of charge belonging to the said shares during the terme of the nine yeares they are let out to halues (taking the benefit thereof.

BRAHAM PEIRE 1 hath sold unto Capt Myles Standish two shares Jan. 20. 1627. in the red Cow for f in consideracon of two Ewe lambs the one to [1Peirce, see be dd at the time of weaning this prnt yeare of the other at the same time Anno 1628 freeing the said Abraham from all manner of charge belonging to the said shares during the terme of the nine yeares they are let out to halues taking the benefit thereof.

*An agreement made this present viijth of July 1630 betweene John Winslow on the one pty and John Shawe of the other pty as followeth./

NPRIMIS the said John Winslow hath fully and absolutely sould to the said John Shawe all his arrable land that is lying in that Tract of land that is comonly called Knaues acre otherwise named Woodbee in manner and forme as followeth.

ffirst, the said John Shawe is to pay to the said John Winslow for the said lands six pounds of lawfull money or good commodities of web said sixe pounds three pounds is already payd downe in hand, and the remaynder is to be payed namely three pound in such good comodityes as the said John Winslow well liketh or els in good merchantable Corne to be payd the first of November next ensuing.

Secondly the said John Shawe is to give to the said John Winslowe all the Meadow ground that butteth at the vpper end of the said arrable land to the brooke side as well that that was formly the said John Winslowes, as the other of the said John Shawes.

Thirdly the said John Shawe is to allow the said John Winslow his heires and Assignes a payth & heigh way with free egresse & regresse through the said land vnto any pte of the said John Winslowes grounds adjoyneing therevnto. In witnesse whereof wee the said pties have interchaungably set to our hands the day and yeare aboue written.

Witnes herevnto

JOHN WINSLOWE.

Johnnatha Brewster.

John E Shawe. his marke.

*The 25 of June 1631.

EDW: WYNSLOW of new Plymouth hath bought of John Wynslow of the same three Acres of land lying in the Comon field on the south side the towne of Plymoth aforesd lying betweene the land of ffrance Eaton on the north side & Capt Myles Standish on the south for a valuable consideracon agreed on betweene them. The said John binding himselfe to confirme the same to the sd Edw: & his heires for ever.

JOHN WINSLOWE.

ffran Eaton of Plymouth aboue and hath sold unto Edw: Wynslow of the same four acres of land lying in the north field between the land of Capt Myles Standish on the South side one acre due unto Henry Sampson on the North for of in Consideraco of the second Cow calfe shall fall unto the said Edw: after the date of this prnt vizt the 25 of June 1631. The ad Edw: to deliver the same at the age of six moneths of if it miscarry before then a 3d of this paym be made according to the tenure of this prnt. The ad ffranco binding himselfe of heires, to confirme the said moetie of land to the said Edw: Wynslow of his heires for ever.

FRANCES EATEN.

Capt Myles Standish of Plymouth hath sold unto Edw: Wynslow of the same two acres of land lying in the north field between the late land? of John Wynslow on the South side & ffrance Eaton on the North now in the possession of Edward Winslow aforesaid (being by him purchased & acknowledged as aboue menconed) for & in consideracon of seaven pownde of lawfull money of Engl. The said Myles Standish binding himselfe & heires to confirme the right & title thereof to the said Edward Wynslow & his heires for ever.

*Desemb: 30. 1631.

Myles Standy

RANCES EATON of New Plimoth, hath sould vnto mr William Brewster of the same towne, one share of land, containing twenty Acers, lying at the place comonly called Nothingelse, next ajoyning to the land of the said William Brewster lying to the north therof on the one side;

*6

And haueing the resedew of the land of the foresaid Frances Eaton lying to the sowthward therof; for ℓ in Consideration that the said William Brewster, shall pay his purchas for four shars which comes to $.21^{ii}$. 12^{s} sterling; the which the said William Brewster doth bind himselfe by these presentes to dischare, ℓ free the said Francis Eaton wholy of the same. ℓ the said Francis Eaton doth likwise by these presents confeirme, for him, his heirs, ℓ exsecutores for euer the said portion of land abouesaid, to the said William Brewster to him ℓ his heires for euer. in witnes wherof they have hearunto put their hands. the day ℓ year aboue writen.

framos Eaben.

Moreouer the year, ℓ day aboue writen, the said Francis Eaton of Plimoth aforesaid, hath sould other twelfe Acers of land lying in the aforsaid place at Nothingells, next adjonying to the foresaid portion, aboue mentioned, ℓ bounded as before; for ℓ in consideration of the sume of $.10^{11}$. pound sterling; allredy paid by the said William Brewster, to the aforesaid Francies Eaton. And therfore the said William Brewster is to haue ℓ to hould, the abouesaid portion of .12. Acers of land, to him ℓ his heires for euer, in witnes where the said Francis Eaton hath put to his hand.

FRANCES EATEN.

*March .24. Ano 1630.

RALFE WALLEN sould to Thomas Clarck a parcell of his lott of land called Wallens Well, lying vpon ye Eelle-Riuer; haueing ye lott of ye said Thomas Clarke lying northerly from it on ye one side, viz. all yt parte or portion of ye said lott, called Wallens wells lying betweene ye brooke yt is in ye said ground, & ye said lott of Thomas Clarks; from ye commone passage by ye Eele riuer side forty pole vp into ye land. for ye sume & consideration of .1011. starling. as apears by an Indenture made bettweene them, presented vnto vs vnder their hands, & seale, dated as aboue. to which was witnes Josua Pratt.

*June ye .9. 1630.

A NTHONY ANABLE sould to Danell Ray, his dwelling house, t garding plote, t fence, with all ye privileges ther vnto belonging for ye sume of .1511. sterling. ye which being paid, he is to have t Injoy ye

*7

*8

same for him this heirs for euer. as apperd by a writing presented vnto vs confirmed vnder ye hand of ye said Anthony Anable.

werevnto was witnes

Josua Pratt.

October ye .12. 1630.

PALFE WALLEN sould, to Mr John Coombe his house garden plote, & ye fences therto belonging, and all other benefites & priviledges any way apertaining to ye same. for ye some of .9.11 as apears by a writing more at large presented vnto vs, vnder their hands & seals; the paimente to be made as is therin expressed, and he to have & Inojoy ye same to him & his heirs for ever.

To which was witnes

Josua Pratt.

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*16

*May ye .9. Ano 1631.

EXPERIENCE MICHELL, sould vnto Samuell Eddy his dwelling house garden plott ℓ fence, wth all things nailefast in y^e same; for y^e summe of twelfe pounds starling, as apears more at large by a writing vnder their hands, to which ffrances Eaton was witnes.

Only this was excepted by y° abouesaid Experience Michell, so much of y° said garden plote as lyeth betweene y° ende of y° house ℓ y° streete; throw which notwithstanding he was to alow y° said Samuell a conuenient way of pasage. and to fence y° said ground (thus excepted) at his owne charge, ℓ to maintaine y° same.

October .16. Ano: 1632.

WILLIAM PALMER sould his house, £.6. aceres of ground adjoyning to ye Reede Pond to Mr John Holmes, for ye price of .35.14 sterling, the paimente to be made within ye terme of one whole yeare nexte ensuing ye date hearof.

to this bargen was witness.

Josua Pratt.

Bradford Gounor.

*The xxiiijth of June, Anno Dñi 1637. Anno Carol Re Angl ec xiijo

WILLIAM BASSETT of Ducksburrow hath in writing vnder his hand ℓ Seale freely remitted and released vnto M^r Raph Partridg of the same all his Right and title into so much of the lott of his land ℓ lying in Ducksborrow aforesaid as is now enclosed by the said M^r Partridg To

haue ℓ to hold the said land ℓ to the said Raph Partridge his heires and Assignes foreuer ℓ to their onely pp vse ℓ behoofe.

Witnesses hereof
William Collyer
Jonathan Brewster

francis Sprague of Ducksborrow hath in writing vnder his hand and Seale freely remitted and released vnto Mr Raph Partridg of the same all his Right and title into so much of the lott of his land lying in Ducksburrow aforesaid as is now enclosed by the said Mr Partridg. To have and to hold the said land vnto the said Raph Partridg his heires and Assignes for euer and to theire onely proper vse and behafe.

Witnesses hereof
Willm Collyer
Jonathan Brewster/

The two aboue said peells of land are bounded thus: To the land of the said ffrancis Sprage to the South To the Land of the said William Basset to the East to the houselott of Mr William Leuich now layd forth for him to the North & toward the land of Xpofer Waddesworth to the West.

*Bradford Gour. An. RRe Caroli xiij 1637.

*18

HERAS William Spooner of Colchester in the County of Essex by his Indenture beareinge date the twenty seaventh day of March Anno Dñi 1637 in the thirteenth yeare of his Maties Raigne (ê hath put himself apprentice wth John Holmes of New Plymouth in America gent from the first day of May next after the date of the said Indenture vnto thend (terme of six yeares thence next ensuing wth diuers other couenant (on both pts to be pformed eich to other as by the said Indent it doth more plainely appeare. Now the said John Holmes wth the consent (likeinge of the said William Spooner hath the first day of July assigned and set ouer the said William Spooner vnto John Coomes of New Plymouth aforesid gent for all the residue of his terme vnexpired to serue the sid John Coomes and the sid John Comes in thend of his said terme shall giue the said Wiltim Spooner one comely suite of apparell for holy dayes and one suite for workinge dayes and twelue bushells of Indian Wheate, and a good serviceable muskett, bandiliers and sword fitt for service.

The xijth of July Anno Dñi 1637. Edward Dotey & Richard Derby.

HE said Edward Dotey for and in consideracon of the sume of one hundred and fifty pound of lawfull money of England to be payd in manner and forme following. Hath freely and absolutely bargained sould allienated enfeoffed and confirmed vnto the said Richard Derby his heires and assignes All those his Messuages houses and tennement at the heigh Cliffe or Skeart hill together wth the foure lotts of land and three other acres purchased of Josuah Pratt Phineas Pratt John Shawe. All which ad pmisss are now in the tenure or occupacion of the said Edward Dotey and his Assignes and all his right title interrest clayme and demaund of and into the said pmisss and every part and pcell thereof together wth all and singuler the appurtence therevento belonging. To have and to hold the said Messuages land prisss and all singuler thapptence vnto the said Richard Derby his heires and Assignes forever to the onely pper use to behoofe of the said Richard Derby his heires the Assignes for ever.

In consideracon whereof the said Richard Derby doth pmise ℓ agree to pay or cause to be payd vnto the said Edward Dotey his Execut^r ℓ Administrat^r ℓ or Assignes the said sume of one hundred ℓ fifty pound ℓ of lawfull money of England as aforesaid in manner following. That is to say Twenty pounds by Bill of Exchaunge in old England (if the said Edward Dotey can poure the same here) or els in lue thereof one heiffer which the said Edward shall make choyce of to be valued by two indifferent men to be chosen by eich pte w^{ch} said sume to be in pt of payment of the said hundred and fifty pounds ℓ the residue of the said hundred ℓ fifty pound ℓ to be payd at the returne of the said Richard Derby forth of old England w^{ch} wilbe wthin two yeares now next ensuing (if God pmitt.)

Itm it is agreed vpon betwixt the said pties that the said Richard Derby shall have psent possession of all the said cheif Messuage (except one inner chamber wherein the said Edward Dotey layeth his Corne) and of one lott ℓ three acres of the said lands, and as much more as he cann conveyniently take in ℓ make vse of to plant vpon.

Itm it is also agreed vpon that the said Edward Dotey shalbe in possession of thother house ℓ thother three lott ℓ of land vntill he shalbe satisfyed and payd the said hundred ℓ fifty pound ℓ and that it shalbe lawfull for him to reape this crop ℓ another crop the next yeare and then if the *said Richard Derby shall not be returned forth of old England or haue not payd or cause to be payd ℓ satisfyed the 1501 by that tyme yt shall be lawfull

Gou^R.
*19

for the said Edward Dotey to sowe the second Crop and reape it and so a third vntill the said Richard Derby shall have payd or cause to be payd the said 150^{ll}.

Itm it is also agreed vpon betweene the said pties That the said Richard Derby shall pcure one able man servant to be brought ouer to serue the said Edward Dotey for the terme of fiue six or seauen yeares for whose passage the said Edward Dotey shall pay fiue pound to the said Richard Derby t pforme such other couenant to the said servant as the said Edward shall agree vpon wth twelve bushells of Indian graine at then of his terme.

Itm it is also agreed vpon betweene the said pties that the said Edward Dotey shall make vse of the two oute houses for the houseing of his Corne and Cattle vntill he be payd the said 150th wen said houses the said Edward shall keepe and leaue in as good repaire (as now they are) when he leaues them as also the dwelling house (he is to use as aforesid) the fence vpon the land as sufficient as now they are.

Itm it is lastly concluded vpon betweene the said pties That W^m Hodg-kinson shall hold his tyme in such pte of the said land(as hee now occupyeth for his terme, w^{ch} is two crops more besid(this p^rsent crop now vpon the ground.

RICHARD DERBY, EDWARD DOTEY, his () marke.

*Bradford Gounor 1637.

The xvijth July 1637.

TEEPHEN HOPKINS of Plymouth gent hath the day & yeare aboue said for and in consideracon of the sume of threescore pound of lawfull money of England to be payd in manner and forme following That is to say thirtie pound? of lawfull money of England at or vpon the first day of May next ensuing the date hereof and thother thirty pounds at or vpon the twenty ninth day of September next ensuing the foresaid payment Hath freely & absolutely bargained sould alienated enfeoffed & confirmed vnto Georg Boare of Scituate yeom All that his Messuage houses tennement(outhouses lying and being at the Broken Wharfe towardf the Eele Riuer together wth the six shares of landf therevnto belonging containing six score acres together wth all and singler the meadowes pastures Comons and all € singuler thapprenc€ therevnto belonging € all his interrest right title clayme f demaund of and into the said prmisss and every pte f pcell thereof To have f to hold the said Messuage houses landf tennemat f prmisss wth all and singuler their appurtences vnto the said George Boare his heires and assignes foreur To the onely pper vse & behoofe of him the said Georg Boare his heires e assignes foreuer.

*20

The third day of August 1637. xiijo Caroli RRf.

ELLINOR BILLINGTON of New Plymouth Widdow hath the day and yeare aboue written for and in consideracon of the sume of twenty six pounds and six shillinges, Hath freely and absolutely bargained sould aliened enfeoffed and confirmed vnto Thomas Armitage of the same yeoman All that her Messuage or tennent at Plaine Dealeing together wth all houses edifices & buildings therevnto belonging and the lott of land therevnto lying containeing by estimacon twenty acrees or there about bee it more or lesse together wth all pastures commons meaddowes and all singuler thappretences therevnto belonging And all her interrest right title clayme & demaund whatsoed of and into the said pmisss and every part and pcell thereof. To have and to hold the said Messuage land and prmisss wth all and every their appurtenence vnto the said Thomas Armitage his heires and Assignes for ever to the onely pp vse of him the said Thomas Armitage his heires and Assignes for ever.

*Bradford Gouno 1637.

*21 NOW all men by these protect That I Clement Briggs of Wessaguscus for and in consideracon of the sume of flue shillings in money to me paid by John Browne of Plymouth the eight day of October 1637 do couenant and graunt that the said John Browne shall have and ejoy for him and his heires foreuer foure acres of land of the vpper end of that lot of land that appertaineth vnto me the said Clement Briggs And that the said John Browne doth also agree that the said Clement Briggs shall have for him this heires for ever the like quantitie of foure acres of land out of the land of the said John Browne lying at the lower end and adjoyneing to the residue of the land of the aforesid Clement Briggs at Joanes River Witnesse my hand the day the yeare aforesid

The marke of CLEMENT BRIGGS.

Richard Cornish witnes.

*Bradford Goun': xiijth of King Charles.

*22 The first day of Nouember 1637.

RICHARD MOORE of Ducksborrow yeom for and in consideracon of the sume of twenty one pounds stert to be payd in money or beauer in manner & forme following that is to say tenn pounds pt thereof at or vpon the sixteenth day of this instant November and other tenn pounds at or vpon the twenty ninth day of Septemb^r next ensuing the former payment and thother thirty shillings the first of Nouember after Hath bargained sould aliened enfeoffed and confirmed vnto Abraham Blush of the same all that his messuage and tennement in Ducksborrow aforesaid wth the twenty acres of land therevnto belonging and all the fence about the same wth all and singuler the p^rmisses therevnto belonging and all his right title and interrest of and into the said p^rmisses and euery part and pcell thereof To have and to hold the said Messuage or tennement lands and p^rmisses and all and singuler their appurtences vnto the said Abraham Blush his heires and Assignes foreuer to the onely proper vse and behoofe of him the said Abraham Blush his heires and Assignes for eû.

The thirteenth day of Novembr 1637.

WHEREAS Mr Edward Winslowe formly bought three acres of lands of John Winslow lying on the North side of the Towne of New Plymouth and betweene the lands of the said Edward Winslowe & John Alden Now the said Edward Winslow hath for valuable consideration sould and reassigned the said three acres of lands vnto the said John Winslowe againe. And the said John Winslowe for & in consideration of the sume of tenn pounds tenn shillings stert bargained & sould the said three acres together wth one other acre lying betweene the lands of Mr Thomas Prince and the said Edward Winslow in the lower division of the feild on the North side of the said Towne betweene the two brookes vnto Josias Winslow his heires and assignes To have and to hold the said foure acres of lands vnto the said Josias Winslow his heires & assignes for et to their ownely pp use and behoofe.

Memorand the same day the said Josias Winslow exchaunged the fore said acree lying betweene the land of the said Mr Edward Winslow Mr Thomas Prince wth the said Edward Winslow to haue and to hold the said acre of land to him the said Edward his heires and assignes for end to their onely pp use behoofe for one acre of land of the said Edward Winslowes lying next to the said three acrees on the north side. To have and to hold the said acre of land onto the said Josias Winslow his heires and assignes for end of their ownely pp use behoofe.

*Bradford Gournor 1637.

The xvijth day of November 1637. xiijo Caroli Reg (&.

New Plymouth Taylor for and in consideración of the sume of foure pounds & fifteene shillings stert to him payd by Georg Russell of the same yeoman Hath bargained and sould vnto the said Georg his heires and Assignes All that his lot of lands wth the fence and labours vpon the same vpon Oulbery Playne containeing aboute foure or five acrees (wth said Lot of land the said Richard Wright bought of Mr Alexander Higgens) and all his right title & interrest of and into the said Lands To haue & to hold the said lands and fence about the same vnto the said George Russell his heires and Assignes for eu to the onely proper vse and behoofe of him the said George Russell his heires & Assignes for euer.

The xvijth day of November 1637. xiijo Cart RRf.

MEMORAND the day and yeare abouesaid That James Davis of New Plymouth Sayler for ℓ in consideracon of the sume of three pounds ℓ tenn shillings stert to him payd by Wiltm Sherman of the same . Hath bargained and sould vnto the said Wiltm Sherman his heires and Assignes all that his lott of lands lying neere the lands graunted to Mr John Weekes containeing by estimacon fine acrees or there about ℓ (formly graunted to the said James in pte of the lands due to him for his service) And all his right Title ℓ interrest of and into the said Lands To have and to hold the said fine acrees of lands vnto the said Wiltm Sherman his heires and Assignes for eût to the onely proper vse and behoofe of the said Wiltm Sherman his heires ℓ Assignes foreuer.

The fift day of Decembr 1637.

A BRAHAM PERSE acknowledged that he hath sould to Josuah Prat a house and a garden Place in Plymouth next to Ady Webbs house for fourteene bushells of Corne To haue and to hold the said house and garden place wth all ℓ singuler the p^rmiss̃s there vnto belonging vnto the said Josuah Pratt his heires ℓ Assignes foreût to the onely pp vse ℓ behoofe of him the said Josua Pratt his heires ℓ assignes foreuer.

*Bradford Goûnor.

the fift day of January, 1637.

HEREAS I William Basset of the Towne of Ducksborrow, in [the] Plantacon of New Plymouth did by word freely consent and giue x vnto Mr William Leuerich late of the said Towne to enclose some pt of x Lott of land adjoyneing to a peell of land weh was graunted to him [for] an house lott Now forasmuch as Mr Raph Partrich of the said Towne hath satisfyed by an agreement made with the said Mr Willm Leuerich for his whole charge in incloseing ℓ breakeing vp of the said ground, and hath the graunt of the said Lott to bee layd to his adjoyneing thereto. Know all men by this present writing that I William Basset aforesaid, do freely remitt and release from my self and my heires for euer all my right and title in any pt of the said land that now lyeth inclosed as is about menconed to have beene by me willingly so pmitted vnto the said Raph Partrich of Ducksborrow aforesaid and to his heires for euer. In witnesse whereof I have sett to my hand and seale the vijth day of the ninth month Anno Dñi i637.

Sealed & Delived in the prence of vs. William Collyer

Johnnathan Brewster

Job Cole

WILLIAM BASSET.

WEE whose names are herevnder written by Order of Mr Thomas Prince & Mr William Coller Assistant haue measured & layd out tenn acrees of arrable land lying on the head of Mortons Hole videlity one acre in breadth and tenn acrees in length lying in a square the South side butting vpon the garden plott of Edward Hall the West side running into Christopher Wadesworths lott The East side vpon the Heigh way and the north side vpon the common ground wen wee allotted and haue layd out for Mr Raph Partrich the thirtieth of December 1637.

p vs JOHNNATHAN BREWSTER STEEPHEN TRACYE CHRISTOPHER WADESWORTH

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*Mr Bradford Goûn 1637.

MEMORAND the fift day of January 1637 that Manasseth Kempton of New Plymouth yeoman doth acknowledge That hee hath freely and absolutely given and confirmed vnto John ffaunce All that lott of land whereon the said John ffaunce doth now dwell containing twenty acrees or thereabout and all his right title tinterrest of and into the said lott of land with all and singuler thappurtences therevnto belonging To have and to hold the said lott of land all and singuler the appurtence therevnto belonging vnto the said John ffaunce his heires and assignes foreuer to the onely proper vse and behoofe of him the said John ffaunce his heires the Assignes for euer.

MEMORAND the fift day of January 1637 that Manasseth Kempton of New Plymouth Yeoman doth acknowledg That he hath freely and absolutely given vnto Nathaniell Morton of the same Yeom All that lott of land whereon the said Nathaniell doth now dwell containing twenty acrees or there about and all his Right title interrest of and into the same with all and singuler the appurtences therevnto belonging To have and to hold the said lott of land with all and singuler the primisss therevnto belonging vnto the said Nathaniell Morton his heires and Assignes for ever and to the onely pper vse and behoofe of him the said Nathaniell Morton his heires of Assignes forever.

*Mr Bradford Gournor 1637.

EMORAND The first day of January 1637 That James Skiffe of New Plymouth yeoman acknowledgeth That hee hath sould his house and tenn acrees of lands therevnto belonging neere playne Dealeing to Georg Clarke of the same yeom for fourscore bushells of Indian Corne to be payd the fifteenth day of November next ensuinge at the house of Mr John Holmes neere Plymouth and a goate to be the third choyce of all his goates The house being vnfinished is to have a boarded chamber floore over the house and the house to be couered wth boardes and clap boarded wthin vp to the floore and a partition to be made of clap board through the middest and the chimney to be daubed and three acrees of the said tenn acres to be enclosed wth pallasadoes except the vpper end thereof weh is to be hedged. The possession of the said house and lands to be given to the said George Clark his heires or Assignes when he deliuereth the said Corne and Goate and so to be f remayne To have and to hold vnto the said Georg Clarke his heires & Assignes forest wth all and singuler the apprtenness to the said house & land belonging to the onely proper vse and behoofe of him the said Georg Clarke his heires and Assignes foreuer.

*30

beth Warren of the Eele Riuer Widdow for and in consideracon of a Marriage already solempnized betwixt John Cooke the yeonger of the Rockey Noocke and Sarah her daughter doth acknowledge that shee hath giuen graunted enfeoffed and confirmed vnto the said John Cooke one lot of land lying at the Eele Riuer containing eighteene acrees or thereabouts and lying on the North side of Robert Bartletts lott formly also giuen the said Robert in Marriage wth Mary another of the sd Mrs Warrens daughters, wth said lott is to begin at the heigh way and so to goe in lengh the breadth wth the said Roberts lott together wth a heigh way from the said lott to the water side if it be demaunded or requested To haue and to hold the said Lott of land wth all the singular the apprentices therevento belonging vnto the said John Cooke his heires and Assignes for euer to the onely pper vse and behoofe of the said John Cooke his heires therever.

*BRADFORD Gounor

THEREAS formly by a genall Court long since divers lotts of lands lying at Winberry Hill weh should have contayned twenty acrees apeece were graunted to John Donhame to lye to his house hee hath built therevpon nere the Towne of New Plymouth wth all the wood trees and tymber groweing therevpon, And for the moore comodious receipt of people to inhabite in the said Towne of Plymouth the said John Donhame hath relinquished divers of those said lotts that those lands may be to fitt such psons as shall there inhabite, and hath onely reserved vnto himself the land hee hath now taken in and vseth wth the said house weh by estimation contains about thirty acrees wth a swampe that was also afterwards graunted vnto the said John Donhame wen said land are bounded as followeth vize the lands of William Pontus lyinge on the South East side and the Indian feild called Cattacapcheise and the heads of the acrees lying on the North East side and the lands lately graunted to John Wood and a Swamp therevnto adjoyneing lying on the northwest side and the open field or comon lands lying on the Southwest side thereof All weh said lands containing by estimacon thirty acrees or thereabout wth the trees and woods growing therevpon wth all f singuler their appurtences are now confirmed vnto the said John Donhame his heires and Assignes foreuer To have and to hold the said lands and all & singuler the prmisss with their apprenances vnto the said John Donhame his heires and Assignes foreuer and to their onely pper vse & behoofe for euer.

*32

TEMORAND, that Mr Thomas Prince doth acknowledg the fift day of february 1637 That he hath sould vnto Mr John Atwood a house and a garden place in Plymouth scituate and being in the lower end of the North Streete for and in consideracon of the sume of fourescore pound(stert To haue and to hold the said house and garden place wth all and singuler thappriteact therevnto belonging vnto the said John Atwood his heires and Assignes foreuer to the onely pper vse and behoofe of the said John Atwood his heires and Assignes for euer.

The xjth day of Novembr 1637.

Riuer lying next to Robert Bartlet containing by estimacon eighteene acrees or thereabout given him by Mrs Elizabeth Warren in marriage wth his wyfe and Robte Bartlett hath a lott of land of like quantitie lying on Duxborrow side betwixt the lotts of Thomas Morton and Jonathan Brewster Now this writing of Record witnesseth that the said John Cooke & Robert Bartlett haue exchaunged the said lotts wth eich other so that the said John Cooke shall haue & hold the lott of land lying on Duxborrow side to him and his heires foreuer & to their owne pper use and behoofe foreur And the said Robte Bartlett shall haue & hold the said lott of land lying at the Eele Riuer to him and his heires for euer & to their onely pper use and behoofe for euer/

*34

* BRADFORD Goûnor.

EMORAND the eight day of March 1637 That John Winslow of Plymouth doth acknowledg that he hath sould a house and a garden place scituate in the New street in Plymouth aforesd to Mr Thomas Burne for the sume of sixteene pounds stert to him in hand payd To have and to hold the said house and garden place and all and singuler thappresses therevento belonging vector the said Thomas Burne his heires and Assignes for ever to the onely proper vse and behoofe of the said Thomas Burne his heires and assignes for ever.

EMORANĎ that M^{ris} Elinor Billington Widdow the twentyeth day of March Ann^o Dñi 1637 by her deede in writing vnder her hand and seale beareing date the eight day of January 1637 in the thirteenth yeare of the Raigne of o^r now Soûlaigne Lord Charles by the grace of God King of England Scotland ffranc & Ireland & Hath given graunted enfeoffed and confirmed All and singuler her lands meadowes pastures comons wth all & singuler the app^rtences therevuto belonging scituate and being at Playne Dealing together

wth all her right title and interrest of and into the said prmisss & euery part and peell thereof All which wth some pvisoes and reservacions appeareth more fully and plainely in the wordes of the deed hereafter following, viz s. To all xpian people to whom these prnt shall come Ellinor Billington of New Plymouth Widdow sendeth greeting in the Lord God efflasting Know yee That I the said Elinor for and in consideracon of the naturall loue that I beare vnto ffrancis Billington my naturall sonn and for diuers other good causes and consideracons me therevnto especially mooueing Haue given graunted enfeoffed and confirmed, and by these pratt doe give graunt enfeoffe and confirme vnto the said ffrancis Billington his heires and Assignes foreuer All and singuler those my lands meadowes pastures and comons wth all and singuler thappresent therevnto belonging scituate lying and being neere Playne Dealeing wthin the gouerment of New Plymouth aforesaid, together wth all my Right title and interrest of and into the said prmisss and every pte and pcell thereof To have and to hold the said lands meadowes pastures and commons wth all and singuler the prmisss and their apprtences vnto the said ffrancis Billington his heires and Assignes for euer to the onely pper vse and behoofe of him the said ffrancis Billington his heires and assignes for euer Provided alwayes & reserved vnto me the said Ellinor Billington such a pcell or quantitie of lands out of the prmisses as will make a thousand and a halfe of hills to sett wth Indian corne or sowe wth English graine wthin some pte of the prmisss weh shalbe infenced during my naturall life if I shall please to use yt And also puided & excepted out of the prmisss a smale peell of ground to make a garden place e erect a house vpon together wth such a quantitie of land in a new feild as the said Ellinor shall please to be at charge to manure and take in wth the said ffrancis to be hers to use during her naturall life; Provided lastly that the said ffrancis Billington doe not sell bargaine alliene or assigne the said prmisss or any pte thereof during the life of the said Ellinor wthout her consent and approbacon And the said Ellinor Billington all and singuler the said prmisses and euery pte and pcell thereof vnto the said ffrancis Billington his heires and Assignes and euery of them against all men doth couenant and graunt by these prntf forest to warrant and defend. In witnesse whereof I the said Ellinor Billington haue herevnto set my hand and Seale the Eight day of January in the Thirteenth yeare of the Raigne of our Sofiaigne Lord Charles by the grace of God of England Scotland ffrance and Ireland Kinge Defendor of the fayth (c 1637. ELLINOR BILLINGTON — her mark.

Sealed & delifted in the prence of Nathaniell Sowther, James Hurst, & Robte Lee. And endorsed wth these words viz^{ct}. Memorand, that quiet ℓ peacable possession ℓ seisin of the p^rmisss wthin specified was given and received by the wthin named Ellinor Billington vnto the wthin named ffrancis Billington in the same day in the p^rsence of vs, James Hurst, Robert Lee, ℓ Nathaniell Sowther.

*36

*BRADFORD Goûnor.

EMORAND the twenty fourth day of March 1637 Richard Wright acknowledged That hee hath sould to Willm Hiller carpenter flue acres of lands formly graunted to him lying at fishing poynt towards the Eele Riuer together wth the fenc ℓ labours about the same and all his Right title ℓ interrest therein wth all ℓ singuler thappresses therevoto belonging for and in consideracon of the sume of foure pounds flue shill sterl. To have ℓ to hold the said flue acres of lands and all ℓ singuler the prmiss therevoto belonging voto the said Willm Hiller his heires and Assignes for ever and to the onely pper vse ℓ behoofe of the said Willm Hiller his heires and Assignes for ever.

*38 *1638

Mr Prence Goûnor

TEMORAND the nineteenth day of June 1638 in the fourteenth yeare of the Raigne of our Souaigne Lord Charles by the grace of God of England Scotland ffrance and Ireland King Defendor of the fayth (& That Jonathan Brewster of Duxborrow gent doth acknowledg that for and in consideracon of the sume of one hundred f fifty pound stert to him in hand payd & secured to be payd hath fully & absolutely bargained & sould vnto Comfort Starr of New Towne (als) Cambridg in Mattachuset Bay Chirurgeon all that Messuage or dwelling house in Duxborrow aforesd wherein the said Jonathan doth now live (and all the houses (outhouses therevnto belonging and fourscore acres of vpland and fiue acres of meadow ground be it more or lesse wth all the fences pfitts and comodities to the said Messuag ? landf belonging and all f euery their apprtence therevuto appertaining together wth all his Right title (interrest of and to the said prmisss and every part & pcell thereof To have & to hold the said Messuag & fourscore acres of Vpland & fiue acres of Meddow wth all & singuler their apprence therevnto belonging t every pt t peell thereof vnto the said Comfort Starr his heires Assignes for euer to the onely pper vse and behoofe of him the said Comfort Starr his heires and Assignes for euer.

EMORAND the sixt day of July 1638 that Samuell Eddy acknow-ledgeth that for and in consideración of fourty bushells of good Merchantable Indian Corne hath bargained ℓ sould vnto Richard Clough all that his house and garden in Plymouth wherein the said Samuell now dwelleth wth all the boards ℓ pallysadoes in and about the said house and garden together wth all his Right title and interrest of and into the same and all ℓ singuler thappretence therevnto belonging To have and to hold the said house and garden and all ℓ singuler the primiss vnto the said Richard Clough his heires ℓ assignes foreuer and to his ℓ their onely pp use ℓ behoofe foreuer.

The said Corne to be payd in Plymouth by the last day of January next but the possession of the garden to be deliued to the said Richard Clough the first of Septemb^r next and of the house in October following.

Ledgeth that for ℓ in consideracon of the sume of Twelue pounds stert to be payd him he Hath bargained and sould vnto Samuell Eddy all that his house ℓ garden adjoyneing wth the fence in ℓ about the same in Plymouth wherein the sd Nicholas now dwelleth wth all ℓ singuler thappurtence therevnto belonging and all his Right title ℓ Interrest of and into the said p^rmisss ℓ every pte ℓ pcell thereof To have and to hold the said house ℓ garden and all, singuler the p^rmisss wth their appurtence vnto the said Samuell Eddy his heires and Assignes for ever and to the onely pper vse of the said Samuell Eddy his heires ℓ Assignes for ever.

The said xijⁱⁱ for the p^rmiss̃s to be payd in fourty bushells of good merchantable Indian Corne at the rate it will passe from man to man ℓ if it shall fall short of the said sume then the said Samuell to make vp the same either in money or other comodyty. And the possession of the said house and garden to be given by the last day of October next at w^{ch} tyme the money or Corne is to be payd ℓ deliûed.

*Prince Gounor

EMORANĎ the sixt day of July 1638 That William Renolds of Duxborrow acknowledgeth That he hath sould the half of his black heiffer vnto John Phillips of the same and that the šd John hath sould the said W^m all his pte of the crop of Indian corne he hath wth W^m Lathame and that the said William Renolds is to pay the said John Phillips for the same besids the one half of the said heiffer twelue bushells of Indian Corne by the first of Decemb^r next.

EMORAND the xvijth day of July 1638 That Elizabeth Watson widdow doth acknowledg that shee hath assigned and made ouer vnto Thomas Watson all her Right ℓ interrest in the residue of the terme of yeares that Henry Blage by his Indenture is to serue her w^{ch} is from Easter day last 1638 vnto thend of the terme of foure yeares next ensuinge In consideracon whereof the said Thomas Watson is to pay the said Elizabeth eleauen pounds tenn shillings for this first yeares service, and also after that rate for the residue of the terme in this manner viz ℓ viij^{li} p and to the said Elizabeth ℓ thother iij^{li} x^s p and to the said Henry Blage for his wages according to his couenant.

EMORANĎ The fourth day of August 1638 That John Barnes doth acknowledg That for ℓ in consideracon of the sum of vj^{li} x^s stert to him in hand payd and twenty bushells of merchantable Indian Corne to be payd him in March next by Robte Bartlet hath assigned all his right ℓ title in the terme of yeares weh he hath in the service in Thomas Shreiue (weh is three yeares from the first day of this instant August) as by his Indenture beareing date the fourth of May Anno Regñ Reg ℓ Caroli nunc Angł ℓ xiiijto it doth most playnely appeare, the sd Robte also paying the sd Thom Shreiue iijli vjs viijd p ann for the terme of the said three yeares. And the said Thom Shreiue doth further couenant wth the said Robte Bartlet to serue the said Robte one yeare more after the said three yeares are expired for fine pounds stert.

*42

*PRENCE Goun'.

Concerning the guift of Mr James Shurley of London Merchant.

The vijth day of July 1638.

HEREAS there was great difference about ymploying of the Stock given by M^r James Shurley Mchant to the benefitt of the poore of the Towne of Plymouth because other places claymed an interrest therein as Scituate and Duxborrow at this p^rsent, as appertaining to the Colony. It appeareth by the testymony of M^r Winslow (M^r Holmes that the donor intended the same onely to the Towne of Plymouth as also by his tres vnder his owne hand in these words following as first by a tre dated the xvjth of Nouember 1633 ffor the cow I gaue amongst the poore and w^{ch} the Lord hath beene pleased to blesse I could not have any other thought then to the poore of Plymouth, and as you have deserved praise in continuing of her t

her encrease according to the intent of the giver, so I pray you do still that is onely to the poore of New Plymouth and if you put of any Bull calues or when they grow to bigger stature, I pray let that money or moneys worth purchase hose & shooes for the poore of Plymouth or such necessaries as they most want and this I pray make knowne to all. and also by another letter dated the vijth of September Anno 1635 Mr Hatherly requests me to expresse my self fully concerneing my smale gyft to the poore of the Towne of Plymouth I perceiue he would have it belong to the Patten, but my answere to him is this: That I cannot justly doe what he requireth, for when I gaue it to the poore of the Towne of Plymouth I had not so much witt as to fore see that in so short tyme there would be other Townes that might lack, And therefore I must confesse that I freely & wholely gaue it to the poore of the Towne of Plymouth and so I hope they will continue it. By the words of which two tres It appeareth that the guift belongeth onely to the Towne of Plymouth and for that cause they were here recorded to put an end to all difference for tyme to come.

*Articles of agreement made and concluded vpon the xxviijth of August 1638 Betweene Gregory Armestrong of thone pty and Ellinor Billington, Widdow, of thother pty concining a marriage to be solempnized betweene the said pties as followeth viz.

INPRIMIS it is concluded and agreed vpon betweene the said pties to these prnt and in consideracon of the said Marriage That whereas the said Ellinor hath two Cowes we the said Gregory is prently to enter vpon The said Gregory doth couenant and graunt by these prnt That if it please God that he happen to outline the said Ellinor that then he shall and will at his decease give two heiffers of a yeare old advantage a peece to the benefitt of the naturall children of francis Billington the said Ellinor naturall sonn out of the estate that he shall then have left, and if it happen that the said Gregory dept this life before the said Ellinor that then the estate shalbe at the disposeing of the said Ellinor, except some thinges to his frend at his death according to his estate at his death.

Itm It is also concluded vpon that the said two heiffers shalbe put forth when they fall to the benefitt of the said children by the ouersight ℓ discretion of the Goûn^r and Assistant ℓ of New Plymouth for the tyme being Alwayes puided that the said ffrancis Billington haue the vse of them before any other, if he be then liueinge.

Itm it is concluded vpon betweene the said pties And the said Ellinor doth

couenant and graunt to and wth the said Gregory That if hee the said Gregory shall surviue and outline the said Ellinor that then hee the said Gregory shall enjoy the house they now line in and the land they occupye during his life.

*46

*Prince Goûnor 1638

EMORANĎ That Joseph Grosse the xiijth of August 1638 doth acknowledg that he hath put himself apprentice to John Winslow for the terme of seauen yeares next ensuing after the date hereof ℓ fully to be compleate ℓ ended The said John Winslow fynding him meate drink ℓ apparell during the said terme and in thend thereof to giue him two convenient suits of apparell one for workeing dayes and another for Lords dayes and twelue bushells of Indian Corne.

EMORAND the xxvth of August 1638 That Peeter Maycock for ℓ in consideracon of the sum of fourty shillings stert to him in hand payd by Richard Wright doth acknowledg That he hath absolutely bargained ℓ sould vnto the said Richard Wright the xxv acrees of land due to him for his service To have and to hold the said lands ℓ all his interrest ℓ title therevnto vnto the said Richard Wright his heires ℓ Assignes foreû to the onely ℓ use and behoofe of the said Richard Wright his heires and Assignes for eû.

EMORAND the xxixth day of August 1638 That Clement Briggs acknowledged that for good ℓ valuable consideration hee hath sould vnto Mr Robte Heeks one acre of land in the vpper fall neere the second Brooke ℓ all his right title ℓ interrest into the same To haue ℓ to hold the said acre of land vnto the said Robte Heeks his heires and Assignes for euer to their onely pper use and behoofe foreuer.

*48

*Prince Gour. 1638.

MEMORAND hat at the suite of Mr Robert Neekes the xxixth August in the xiiijth years of the Raigne of or Soulaigne Lord Charles now of England Kinge & Clement Briggs of Waymouth fellownger was sworne & exaïed as followeth.

This deponant depoteth and sayth That hee this depont about two and twenty yeares since dwelling wth one M^r Samuel Lathane in Barmundsey street in Southwark and one Thomas Harlow then also dwelling wth the said M^r Robte Heeks.

The Deposicon of Clement Briggs, of Weymouth ffelmonger taken at New Plymouth the xxix day of August in the fourteenth yeare of the now Raigne of our Soûaigne Lord Charles by the grace of God of England & 1638. before Thom Prence of New Plymouth gent Goûr and Wiltm Bradford of the same Gent Assistant of the said goûnt &.

since this depont then dwelling wth one Mr Samuell Lathame in Barmundsey streete in Southwarke a felmonger and one Thomas Harlow then also dwelling wth Mr Robte Heeks in the same street a fellmonger the said Harlow and this depont had often conference together how many pelts eich of their masters pulled a week. And this depont deposeth and sayth That the said Robte Heeks did pull three hundred pelt a week and divers tymes six or seaven hundred more a weeke in the killinge seasons wth was the most part of the yeare (except the tyme of lent) for the space of three or foure yeares, And that the said Robte Heeks sould his sheeps pelts at that tyme for fourty shillings a hundred to Mr Arnold Allard whereas this deponts Mr Samuell Lathame sould his pelt for fifty shillings p C to ye same man at the same tyme and Mr Heeks pelt were much better ware.

CLEMENT BRIGGS his marke.

*Prence Goûnor

1136289

*50

EMORANĎ the xxixth of August 1638 That Web Adey acknowledgeth that for and in consideracon of the sume of seauenteene pound stert twenty shillings whereof is payd in hand hath absolutely bargained the sould vnto Mr John Jenney all that his house and garden place adjoyneing scituate in Plymouth together wth the three acrees of land in the new feild therevnto belonging wth ye fences about the said land all his right title and interrest of the into the said primiss and every pte the peell thereof. To have and to hold the sid house the garden and land therevnto belonging wth all the singular thappritement therevnto belonging vnto the said John Jenney his heires and Assignes forever to their onely proper use and behoofe forever.

MEMORAND the seaventh day of Septembr 1638 That Thomas Prence gentle Goûnor of New Plymouth William Bradford and Edward Winslow of the same gentle and Assistant of the said Goûment Executrs of the last Will and Testament of William Palmer of Duxborrow nayler deceased

by vertue and power committed to them by the said Wilł for and in consideracon of the sum of one hundred pound sterł Haue fully and absolutely bargained and sould vnto Thomas Besbeech of Scituate gent All that Messuage house and outhouses together wth the lands and fences about the same wth all and singuler thappresce and all the right title interrest of and into the said prmiss every pt and pcell thereof wth were lately the said William Palmers lying and being in Duxborrow aforesaid To haue and to hold the Messuage houses lands and prmiss and every pt and pcell thereof vnto the said Thomas Besbeech his heires and Assignes for ever to the onely pper vse and behoofe of him the said Thomas Besbeech his heires & assignes foreû.

The first day of Septembr 1638.

That Georg Cleare of Plym Carpenter doth acknowledge that he hath freely ℓ absolutely bargained ℓ sold vnto ffrancis Goulder of the same yeom All that his house ℓ garden place ℓ fence about the same scituate in Plym aforesd wth all ℓ singuler thapp tence therever belonging and all his right title ℓ Interrest of and into the same vnto the said ffrancis Goulder To haue ℓ to hold the said house and Garden place wth all ℓ singuler thapp tence therever belonging vnto the said ffrancis Goulder his heires ℓ assignes for euer to the onely ℓ p vse and behoofe of him the said ffrancis Goulder his heires ℓ Asss for eq.

*52

* Prince Gouern

The xijth day of September 1638.

MEMORAND that Mr Jonathan Brewster and Peter Meacock haue agreed and concluded about the keepeing of the fferry at the North Riuer for transportacon of men and cattle as followeth ffirst That the said Jonathan shall at his owne pp cost and charges pvide one boate or skiffe for transportacon of men où the said Riuer and another vessell for horses and cattell wth oares and other necessaries vnto them belonging, And that the said Peter shall keepe the same for the space of three yeares now next ensuing and for his paynes shall haue thone half of the pfitte ariseing for transportacon of men and cattell wth the said vessells ouer the said Riuer during the said terme And also that the said Jonathan shall and will assigne the said Peter Meacock tenn acrees of lande neere the said fferry place to haue and to hold the said tenn acrees of lande vnto the said Peter his heires and Assignes

foreuer Provided alwayes that if the said Peter shalbe disposed to sell the same that then the said Johnnathan Brewster shall buy it before any other man he giveing for it as much as another will doe; And it is also concluded vpon betweene the said pties That the said Peter shall mayntaine himself wth meate drink e apparell and keepe and mayntaine the said vessells or Boats wth their furniture of necessaries from tyme to tyme at his owne charges during the said terme in good f sufficient manner f in thend thereof so to leaue them And the said Peter doth further also couenant and agree to discharge and saue harmelesse from tyme to tyme during the said terme the said Jonathan his Execut^r and Assignes of f from any losse or damnage that may happen or be occationed by the said Peters absence or want of a ferry there during the said terme And lastly it is concluded betwixt the said pties That the said Jonathan shall fynd or pcure a man servant to dwell wth the said Peter and to set & plant corne wth him there and to fynd his said servant meate drink (apparell and to have half the encrease of the Corne weh they shall plant yearely during the said terme.

* Prince Goûn'.

Tench and John Carman did bequeath two acres of land vnto John Billington deceased Now Ellinor Billington his wyfe and ffrancis Billington his sonn doe acknowledg that for and in consideracon of the sume of foure pounds stert in hand payd haue freely and absolutely bargained and sould vnto Mr Thom Prince Goûnr the said two acres of land lying on the South side of the second brooke enext to the land of Mr Wilth Bradford wth all esinguler the appretences therevnto belonging and all their right title einterrest of einto same every pte expell thereof To haue and to hold the said two acres of land wth their appretence vnto the said Thomas Prence his heires and Assignes for ever to the onely pper vse and behoofe of the said Thomas Prence his heires and Assignes foreû. There was one third pt of one of the said acres excepted wth was given to Mr Bradford evas rateably to be abated for, except Mr Bradford would release the same wth he did in consideration of the bargaine followings.

Memorand the xxjth of Septemb^r 1638 That Gregory Armestronge Ellinor his now wyfe and firancis Billington her naturall sonn doe acknowledg that for and in consideracon of the sume of fourty shillings stert in hand payd by M^r Wiltm Bradford as also for that the said M^r Bradford hath released

his interrest vnto them in third pte of an acre of land lately sould to M^r Prince Haue freely ℓ absolutely bargained ℓ sould vnto the said M^r W^m Bradford one acre ℓ a halfe of land lying on the north side of the land ℓ of the said Will^m Bradford vpon the lowest division next the water side in the feild on the North side of the Towne of Plymouth together wth all their Right title ℓ interrest of and into the same wth all ℓ singuler thapp^rtences therevnto belonging To have ℓ to hold the said acre ℓ half of land wth all ℓ singuler the app^rtence therevnto belonging vnto the said Willim Bradford his heires ℓ Assignes for ever to the onely ℓ use and behoofe of the said William Bradford his heires ℓ Assignes foreur.

*56

* Prince Goun'.

MEMORAND the fourth day of October 1638 That Thomas Burges did acknowledg that he hath sould to Nicholas Robins Shooemaker all the fenceing and labour ℓ building vpon and about the tenn acres of land lying on Duxburrow side wth all his Right title and interrest thereinto and also into the said land ℓ and the Court graunted the land ℓ ℓ 3 acres more to the \tilde{s} d Robins.

MEMORAND the xxiijth of Octob^r 1638 That John Weekes doth acknowledg that for and in consideracon of the sume of thirty six pound stert to him in hand payd by W^m Paddy Hath absolutely and freely bargained and sould vnto the said Wiltm Paddy All that his Messuage house outhouses Sellers and buildings whatsoeû at Wellingsley together wth the nine acres can half of land therevnto belonging and all the hedgs and other fence in and aboute and all his Right title can Interrest into the said primiss carry pt and peell thereof To have and to hold the said Messuag houses and land can primiss wth all and singuler thapprefice vnto the same belonging vnto the said Wiltm Paddy his heires and Assignes for ever and to the onely pp vse and behoofe of him the said Wiltm Paddy his heires can Assignes for ever.

The deposicon of Thomas Harvey of Cohannett yeom aged xxj yeares or there about taken before Thom Prince gent Gour to the eight day of Novembr in the xiiijth yeare of his Mat now Raigne of England to. 1638.

THE said Thomas Harvey deposeth and sayth That he this depont haueing a bond or writing vnder the hand and seale of Walter Knight carpenter whereby the said Walter Knight stood endebted in the sume of five

pounds stert vnto Mr Christopher Derby wch was payd for his passage ouer the wch five pounds is to be payd vnto Mr Richard Derby here: as this deponent was reading the same (at the sd Knight request) in the ship as they came ouer The said Walter Knight snatched the said bond or writing out of this depont and imediately tore the same in peece.

*Prence Gounor.

EMORAND the xxvijth of Novemb^r 1638 That whereas Abraham Blush purchased one House and lot of land containing twenty acres lying on Ducksborrow side of Richard Moore with all the fence and labours vpon ℓ about the same Now the said Abraham Blush doth acknowledg this p^rsent day that for ℓ in consideracon of the sume of eight pound ℓ ten shillings stert to him in hand payd by John Willis hath freely and absolutely sould vnto the said John Willis the one half of the said lott of lands being the Easterly end thereof toward ℓ the place called the Eagles nest wth all ℓ singuler the p^rmiss therevnto belonging together with all his Right title ℓ interest of ℓ into the same. To have ℓ to hold the said half lott of land wth all ℓ singuler thapp^rnces therevnto belonging vnto the said John Willis his heires ℓ Assignes fore ℓ to the onely proper vse ℓ behoofe of the said John Willis his heires ℓ Assignes fore ℓ .

EMORAND the xxxth day of Novembr 1638 That Mr Steephen Hopkins doth acknowledg that for and in consideracon of the sume of six pound(stert to him in hand payd by Josias Cooke hath freely (absolutely bargained (sould vnto the said Josias Cooke all those his six acrees of land lying on the South side of the Towne brooke of Plymouth to the woodward and all his right title and interrest of and into the same To haue (to hold the said six acrees of land wth all (singuler thapprefaces therevnto belonging vnto the said Josias Cook his heires (Assignes foreuer to the onely proper vse (behoofe of him the said Josias Cook his heires (Assignes for euer.

EMORANĎ; The 29th of September 1657 That wheras John Willis purchased of Abraham Blush halfe the twenty acree lott lying on Duxburrow syde; which Lott the said Blush purchased of Richard More as may appeer by an Instrument vpon Record bearing date November 27 i638 Now the said John Willis doth acknowlidg that for and in consideration of eight pounds to him in hand payed by Wilłam Paybody of Duxburrow; haue freely and absolutely sold vnto the said Wilłam Paybody That one halfe

lott That hee bought of the aforsaid Blush being the easterly end of the twenty acree Lott Towards the place called the Eagles Nest point with all and singlegulare the premises thervnto belonging, Together with all his Right title and Interest of and in the same To haue and to hold the said halfe Lott of land with all and singulare the Appurtenances thervnto belonging vnto the said Wilłam Paybody his heires and Assignes for euer for the onely proper vse and behooffe of him the said Wilłam Paybody his heires and Assignes for euer.

By mee JOHN WILLIS.

Signed sealed and deliuered in the p^rsence of Nathaniell Morton Josiah Standish

This Instrument was acknowlidged this 4th of July 1679 before mee DANIELL SMITH Assistant;

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* Prence Goûn'.

MEMORANĎ the xxvjth day of December 1638 That Leiftennant Wilłm Holmes for ℓ in consideracon of the sume of fifteene pounds tenn shillings stert to him in hand payd hath freely and absolutely bargained ℓ sould vnto Mr John Howland all that lott ℓ half of land ℓ lying on Duxborrowe side betweene the land ℓ of Joseph Biddle and Constance Sowthworth containe thirty acrees be it more or lesse together with three acrees of meadow thereto belonging and all his right title ℓ interrest of and into the said prmisss ℓ euery pt ℓ peell thereof To haue ℓ to hold the said Land ℓ wth all ℓ singuler thapprites therevnto belonginge vnto the said John Howland his heires ℓ Assignes for euer ℓ to the onely proper use and behoofe of him the said John Howland his heires and Assignes for euer.

MEMORAND the xxvjth day of December 1638 That Leiftennant W^m Holmes of Plymouth doth acknowledg that for and in consideración of the sume of sixteene pound stert to him in hand payd wherewth he is fully satisfyed and payd hath freely and absolutely bargained and sould vnto Nathaniel Sowther of the same yeom All that house and garden place in Plymouth aforesaid lying on the North side of the heigh street betweene the lands of M^r John Alden and the fort and all the fence about the same wth all \(\) singuler thapp^rtence thervnto belonging together wth all his right title and interrest into the said p^rmisss \(\) euery part \(\) pcell thereof To haue \(\) to hold the \(\) d House and garden place and all \(\) singuler thapp^rtences thervnto

Bradford Gou^R. beloinging vnto the said Nathaniell Sowther his heires and Assignes foreuer and to the onely pper use and behoofe of him the said Nathaniell Sowther his heires and Assignes for euer.

borrow doth acknowledg that for and in consideración of the sume of twenty foure pounds stert to be payd him by Mr Wiltm Wetherell hath freely and absolutely bargained and sould vnto the said Wiltm Wetherell all that dwelling house and garden place wth then closure therevnto belonging scituate in Duxborrow aforesaid containing two acrees or there about as the same is now enclosed lying betweene the lands of Mr Raph Partrich Nicholas Robins together wth all his right title and interrest of and into the same and all the fence clabours vpon the primiss wth all and singuler thappretence therevnto belonging cleury pte cpell thereof To have cto hold the said dwelling house garden place cprimiss wth all and singuler their appretences therevnto belonging to the said Wiltm Wetherrell his heires and Assignes forever, and to the onely pp vse and behoofe of the said Wiltm Wetherrell his heires can be sufficient.

*Prence Gour.

*62

EMORAND the second day of ffebruar 1638 That Mr John Jenney doth acknowledg that for and in consideracon of the sume of fourescore and two pounds stert to him paid by Mr John Howland and also for three acrees of landf of the said John Howland lying at Caughtaughcanteist hill on the south side of the towne of Plymouth hath freely and absolutely sould vnto the said John Howland All that his house barnes outhouses at Rockey Nooke together wth all the lands therevnto belonging layd forth for the said Mr Jenneys shares wth that wch was Phillip Delanoys allowed him for want of measure and the fiue acrees of meaddow adjoyneing vnto the said land (And all his right title and interrest of and into the said prmisses and all the fenceing wood tymber of trees in and vpon the same wth all of euery the apprtence therevnto belonging To have and to hold the said dwelling house barnes outhouses lands and meaddowes prmisss wth all singuler theire apprtence therevnto belonging vnto the said John Howland his heires and Assignes forest to the onely pper vse and behoofe of him the said John Howland his heires and assignes for euer./

EMORAND the same day That John Howland doth acknowledg that he hath in the consideracon of the bargaine afores absolutely and freely sould conveyed three acrees of land lying at Cautaughcanteist hill vnto the said John Jenney all his right title interrest of and into the same To haue to hold the said three acrees of land wth all singuler thapp tence therevnto belonging vnto the said John Jenney his heires and Assignes foreil and to the onely pper vse behoofe of him the said John Jenney his heires and Assignes foreil and to the onely prevent they be measured outhawrt the said Mr Howland protion there and to have that pt next the

*64

*PRENCE Goûn'.

MEMORAND the xxiiijth of March 1638 That Richard Clough of Plymouth Taylor doth acknowledg that for and in consideration of the sume of seaven pound tenn shillings stert to him in hand payd by Wiltm Dennis of the same shooemaker hath freely the absolutely bargained the sould write the said Wiltm Dennis all those his flue acrees of land be it more or lesse lying at fishing poynt betweene the land of Thomas Pope on the North side and the land of Wiltm Hiller on the South side and all the fence and labours in and about the same together with all his right title tinterrest of and into the same and every pt to peell thereof with all and singulare thapptence therever belonging To have and to hold the said flue acrees of land to fenceing aboute the same with all the singular thapptence therever belonging with the said Wiltm Dennis his heires and Assignes foreit to the onely pper vise of him the said Wiltm Dennis his heires to Assign foreit.

EMORAND the vijth of May 1639 That Edward Holiman doth acknowledge that for ℓ in consideración of the sum of fiue pounds ℓ x^s stert to him by Robte Waterman payd and secured to be payd hath freely ℓ absolutely bargained ℓ sould vnto the said Robte Waterman all that his garden place scituate ℓ being in the new streete in Plym aforesd between the Land ℓ of Mr John Done on the East side and of Mr Andrew Hellott on the West side together wth all the tymber for buildinge ℓ fence in ℓ aboute the same and all his Right title ℓ interrest into the said prmisss ℓ euery pt ℓ pcell thereof wth their apprtenc ℓ To have and to hold the said garden place tymber for buildinge ℓ fence about the same wth all ℓ singuler thapprtenc ℓ therevnto belonging vnto the said Robte Waterman his heires ℓ Assignes forest to the onely ℓ pp use and behoofe of the said Robte Waterman his heires and Assignes forest.

Robert Hick? of Plym by the name of Robte Hicks cittyzen? leather seller of London by his bill vnder his hand? seale beareing date the sixt day of July 1618 standeth endebted vnto one Thom Heath cittyzen? Cooper of London in the sume of one hundred and four score pound? wen was this day demaunded by tree of Attorney made by ffrancis Newbould Execut? to the said Thomas Heath deceased to one Wiltm Heath and by another tree of Attorney made by the said Wiltm Heath to one Hannah Cugley who demaunded the said money which seemed due by the said bill as aforesd The said Robte Hicks shewed a genall acquittance of all debts? demaund? whatsoed from the worlds begining vntill the thirteenth day of July Anno Dni 1619 in the xvijth yeare of King James & of happy memory made vnder the hand and seale of the said Thom Heath whereby it appeareth that the sd debt is fully & clearly discharged.

EMORAND the xiijth day of July 1639 That Mr Robte Hicks came before the Goû and desired the acquittance of Thomas Heath of London Cooper might be recorded (weh was accordingly granted) and it followeth in these words vizf Bee it knowne vnto all men by these prnt That I Thomas Heath of London Coop haue remised released & for me mine heires execut^r and Adminstrat^r do by these p^rnt remise release and fore quite clayme vnto Robte Hicks of London Leather seller his heires execut^r and Administrated all and all manner of accons cause of accons suite quarrells Debte Duties and Demaunde whatsoed weh I the sd Thomas Heath mine heires execut's f administrat'f now have or hereafter might have against the said Robte Hicke his heires execut or Administrat for any matter cause or thing whatsoell from the begininge of the world vntill the day of the date hereof In witnesse whereof I have herevnto set my hand & Seale Yeouen this thirteenth day of July Anno Dñi 1619 and in the seauenteenth yeare of the Raigne of our Sofiaigne Lord James by the Grace of God King of England ffrance & Ireland and of Scotland the three & fiftieth &c.

Sealed and delifted in

by me THOMAS HEATH

the presence of

Mordicay Hunton

Nathaniell Harris

Peter Carter.

here his Seale *70 * 1639.

BRADFORD Goûn'.

EMORANĎ the xth of June 1639 That Richard Cluffe of Plym Taylor for and in consideracon of the sume of fifteene pound tert to him in hand payd by Mr John Jenney of the same hath freely the absolutely bargained and sould vnto the said John Jenney All that his house the garden wth the fence about the same all that the said Richard Cluff bought of Samuell Eddy wth twenty post and fourty Rayles and two hundred of pallasadoes lying in the woods wth all his Right title and interrest of and into the same therefore the pethon of the said house and garden place land fence and primiss wth all the said house and garden place land fence and primiss wth all the said house and assignes fore to the onely appuse and behoofe of the said John Jenney his heires and Assignes for euer.

EMORAND the xxiiijth June 1639 That John Combe gent doth acknowledg That for and in consideracon that Mr Thom Prence hath vndertaken to pay sixteene bushells of English wheate and eighteene bushells of English Rye dry and well condiconed to Willm Hatch of Scituate or his Assignes at Boston Scittuate or Plymouth where the said W^m Hatch or his Assignes shall appoynt yt to be delifted & saue the said Willm Hatch harmelesse of so much Corne to be delifted by him to Mris Glouer of Cambridg Hath freely & absolutely bargained sould assigned & set ouer vnto the said Thomas Prence All that his Dwelling house and twenty acrees of landf lying on that side towardf ffrancis Cookf land weh came by his wyfe wth all his right title f interrest of and into the same wth all f singuler thapprenees therevnto belonging To have and to hold the said house and land wth all f singuler thappreence therevnto belonging vnto the said Thom Prence his heires and assignes foreuer to the onely pper use and behoofe of him the said Thomas Prence his heires and Assignes for euer Prouided that if the said John Combe shall satisfye and pay or cause to be satisfyed and payd vnto the said Willm Hatch or Mris Glouer of Cambridg the said sixteene bushells of wheate and eighteene bushells of Rye as aforesaid That then the bargaine and sale aforesaid to be voyde or els to be in full force strengh and validitie.

And it is also agreed vpon betweene the said John Combe and Thomas Prence That whereas there was other tenn acrees of land exchaunged wth the said M^r Thom Prence which was the said M^r Combes mother in lawes if the heire when he comes to his age doe not legally confirme the said

exchaunge so made That then the said Tenn acrees shalbe and remayne vnto the said Thomas Prence his heires and Assignes as in his and theire former estate Prouided that in the meane tyme it shalbe lawfull for the said John Combe to plant { occupie the said land{, but not otherwise to exchaung sell or mortgage the same.

* 1639.

BRADFORD Gour

MEMORAND the xiijth July 1639 That Georg Sowle doth acknowledge that for ℓ in consideracon of one Steere Calfe to him payd ℓ Deliuered by Robte Hick ℓ of Plymouth hath freely and absolutely bargained and sould vnto the said Robte Hicks his heires ℓ assignes all those his two acrees of land ℓ lying at the place called the watering place on the South side of the Towne of Plymouth and all his right title ℓ interrest of and into the same wth all and singuler thapp^rtence therevnto belonginge To have and to hold the said two acrees of land ℓ wth all and singule the app^rtenc ℓ therevnto belonging vnto the said Robte Hicks his heires ℓ Assignes fore ℓ to the onely pper vse and behoofe of him the said Robte Hicks his heires and assignes for euer.

MEMORANĎ the xxiiijth of June 1639 That John Winslow of Plym yeomā doth acknowledg that for and in consideracon of the sume of eight pound stert to him in hand payd by John Barnes of the same yeom hath freely and absolutely bargained ℓ sould vnto the said John Barnes foure acrees of meddow land assigned and layd forth to the said John Winslowe at the Heigh Pynes lying to the south east side of the meddow ground there likewise layd forth vnto the said John Barnes wth all ℓ singuler thappretences therevnto belonging and all his right title ℓ interrest of ℓ into the said primiss and every pt ℓ peell thereof To have and to hold the said foure acrees of meddow wth all and singuler thappretences therevnto belonging vnto the said John Barnes his heires ℓ Assignes foreût to the onely pper use and behoofe of him the said John Barnes his heires and assignes forever.

MEMORAND the xxth July 1639 That John Barnes of Plym yeom doth acknowledg that for and in consideracon of the sume of nine pound and fifteene shillings stert to him in hand payd by Mr Robte Hicks of the same Hath freely and absolutely bargained and sould vnto the said Robte Hick all those foure acrees of meddow ground lying at the High Pynes web he bought of John Winslowe and all his right title and interrest of t into the same wth all t singuler thappretenct therever belonging To have and to

hold the said foure acrees of meddow wth all and singuler thapprence therevato belonginge vato the said Robte Hicks his heires and Assignes foreuer to the onely pper use and behoofe of the said Robte Hicks his heires and assignes foreû.

*74

*BRADFORD Goûl.

EMORANĎ the xvth day of August 1639 That John Cooke the yonger doth acknowledg that for and in consideracon of the sume of twelue pound stert to him in hand payd by Georg Partrich of Duxborrow Taylor hath freely absolutely bargained sould vnto the said Georg Partrich one lott of land containing twenty acrees or there about lying on Duxborrow side betwixt the land of Mr Comfort Starr lying on the Northeast side throws Morton on the Southwest side thereof wth all and singuler thappretences therevuto belonging wth all his Right title and interrest of and into the same To have and to hold the said lott of land wth all singuler thappretences therevuto belonging vnto the said Georg Partrich his heires the Assignes for ever to the onely pper use and behoofe of him the said Georg Partrich his heires assignes for ever.

MEMORANĎ the xixth day of July 1639 That Mr Thomas Besbeech of Duxborrow doth acknowledg that for and in consideracon of the sume of twenty shillings to him in hand payd hath freely and absolutely bargained and sould vnto Edmond Chaundlor of the same one acree of land lying to the north side of the lands of the said Thomas Besbeech next to the heighway and all his right title and interrest of and into the same and the said Edward is to set vp the fence betwixt them before the beginning of the next March To haue and to hold the said acre of land and all \(\emptyset\) singuler thappretence therevnto belonging vnto the said Edmond Chaundlor his heirs \(\emptyset\) Assignes fore\(\emptyset\) to the onely \(\emptyset\) p use and behoofe of him the said Edmond Chaundlor his heires and Assignes for e\(\emptyset\).

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*BRADFORD Gour:

The xxiiijth Septemb^r 1639.

That for and in consideracon of the sum of twenty two pounds to him in hand payd by Mr Richard Derby hath freely and absolutely bargained sould vnto the said Richard Derby one lott of Land contayneing twenty acrees lying at the heigh Cliff the Lands of John Winslow lying on the North side thereof and the lands of the said Edward Dotey on the South side wth

all and singuler thapprence therevnto belonging all his right title interest therein To have and to hold the said twenty acrees of land and fence about the same all singuler thapprence therevnto belonging vnto the said Richard Derby his heires and Assignes for ever To the onely pp use and behoofe of him the said Richard Derby his heires Assignes for ev.

MEMORAND the same day That the said Richard Derby for and in consideracon of the sumes of xx^s to him in hand payd and twenty pound stert to be payd in England by the appoyntment of Samuell King of Plym hath freely and absolutely bargained and sould vnto the said Samuell King the abouesaid xx acres of land at the heigh Cliffe fence about the same wth all singuler thapprienc therevnto belonging and all his Right title interrest of and into the same wth all singular thapprienc therevnto belonging To have and to hold the said xx acrees of land and all singular thapprienc therevnto belonging vnto the said Samuell King his heires and Assignes for eû to the onely pp use fe behoofe of the said Samuell King his heires and Assignes for eû.

The viijt of Octobr 1639.

MEMORAND That Peter Collymer for ℓ in consideracon of the sume of six pound ℓ stert to be payd him the last day of Aprill next by Raph Chapman of Duxborrow hath freely ℓ absolutely bargained ℓ sould vnto the said Raph Chapman all those his xxv acrees of land ℓ due vnto the said Peter for his service and all his Right title ℓ interrest of and into the same wth all ℓ singuler thapp^rtenc ℓ therevnto belonging To haue and to hold the said xxv acrees of land ℓ ℓ all ℓ singuler the app^rtenc ℓ therevnto belonging vnto the said Raph Chapman his heires ℓ Assignes for eû to the onely pper use ℓ behoofe of him the said Raph Chapman his heires ℓ Assignes for eû.

The xvith Octobr 1639.

EMORANĎ That Nathaniell Sowther of Plym doth acknowedg That for ℓ in consideracon of the sum of three pound tenn shillings stert ℓ one bushell of Indian Corne to be payd the first day of february next ensuing by John Paybody hath freely ℓ absolutely bargained ℓ sould vnto the said John Paybody all those his two acrees marsh meaddow assigned him at Blewfish Riuer and all his right title ℓ interrest of and into the same To haue ℓ to hold the sd two acrees of meaddow wth all ℓ singuler thapp tence therever belonging vnto the said John Paybody his heires ℓ Assignes foreuer to the onely ℓ behoofe of him the said John Paybody his heires ℓ Assignes for est.

*78

* Bradford Goun'.

EMORAND The xixth of October 1639 That Robte Mendall of Duxborrow doth acknowledg that for & in consideracon of the sume of six pound to him in hand payd and eighteene pound stert more to be payd him by John Phillips yearly euery first day of Octobr at Mr Winthrops house in Bostone vntill the said xviij teene pound(shalbe fully payd Hath freely and absolutely bargained & sould vnto the said John Phillips All that his dwelling house f outehouses and all the landf therevnto belonging and the fence f labours in f about the same wth two acrees of meddow therevnto assigned f all & singuler thappressed vnto the said prmisss belonging and all his Right title (interrest of (into the same and every pt (pcell thereof To have (to hold the said house outhouses meaddow land f prmisss wth all f singuler their appurtence vnto the said John Phillips his heires & Assignes for euer and to the onely pp use f behoofe of him the sd John Phillips his heires f Assignes for eû. Prouided that if the said John Phillips do fayle to make payment of the first payment at the day and place aforesid That then the bargaine to be voyd.

The fourth of Novembr 1639.

MEMORAND That ffrancis Billington & Christian his wyfe for and in consideracon of the sume of seauen pound stert to them in hand payd by Jonathan Brewster & Loue Brewster Haue freely and absolutely bargained & Sould vnto them the said Jonathan and Loue All that third part of the lands lying on that side next to the land of the sid Jonathan & Loue accruing vnto the said Christian as her third by her right from her former husband ffrancis Eaton wth all & singuler thapp tence therevnto belonging and all their right & interrest thereinto & euery pt & peell thereof To haue and to hold the said third of the said land wth all & singuler thapp tence thereunto belonging vnto them the said Jonathan Brewster & Loue Brewster their heires Execut & Assignes during the natural life of the said Christian.

The sixt of November 1639.

MEMORAND that Wiltm Hiller for and in consideration of the sume of foure pound(stert and twenty bushells of Indian Corne in hand payd by Marke Mendloue hath freely and absolutely sould vnto the said Marke Mendloue all those his five acrees of land(be it more or lesse lying at

the Eele Riuer betweene the land of William Dennis and Thomas Clark we'n the said William hath lately bought of Richard Wright and all his right title the interrest of the into the same with the fence about yt and all the singuler the primiss therevato belonging To have and to hold the said five acrees of land and all and singuler thappritenct therevato belonging vato the said Marke Mendlove his heires and Assignes forevato to the onely pp use and behoofe of him the said Marke Mendlove his heires and Assignes for eval.

* 1639.

BRADFORD Gour.

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The vijth Novembr 1639.

MEMORAND That Edward Holman for ℓ in consideracon of the sume of fourty shillings to him in hand payd by John Barnes hath freely ℓ absolutely bargained and sould vnto the said John Barnes all those his two acrees of meaddow assigned the said Edward and layd forth for him at the Turkey poynt wth all his right title ℓ interrest of and into the same wth all ℓ singuler thapp^rtenc ℓ therevnto belonging To haue ℓ to hold the said two acrees of Meaddow wth the app^rtenc ℓ therevnto belonging vnto the said John Barnes his heires and Assignes fore ℓ to the onely pper vse and behoofe of him the said John Barnes his heires and Assignes for e ℓ .

The viijth Novembr 1639.

That Rowland Leighorne of Duxborrow doth acknowledge that for and in consideración of the sume of eighteene pounde sterk to be payd in August next hath freely and absolutely bargained and sould vnto Wilkm Hiller and Georg Pollerd all that his house e garden place in Duxborrow aforesd and tenn acrees of lande therevnto belonging wth one acree of Meaddow therevnto adjoyneing wth all e singuler thapprence vnto the said prmisss belonging and all his right title and interrest of and into the same e euery pte thereof To have and to hold the said house garden place tenn acrees of vpland and one acree of meaddow and all e singuler thapprences therevnto belonging vnto the said Wilkm Hiller e George Pollerd theire heires and Assignes for euer to the onely use e behoofe of them the said Wilkm Hiller and Georg Pollerd their heires e Assignes for euer/

The xxvth of Novembr 1639.

MEMORAND That Mr Thomas Starr of Duxborrow doth acknowledge that for and in consideracon of the sume of tenn pound (stert fine pound whereof is in hand payd of thother fine pound is to be payd the

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xxvth of March next by M^r Andrew Hellot of Plymouth Hath freely ℓ absolutely bargained and sould vnto the said Andrew Hellot One frame of a house wth a chymney to be set vp and thacked in Yarmouth in the place appoynted and seaventeene acrees of vpland in two divisions and twelue acrees of Marsh ℓ meaddow vnto the said house and meadsteed belonging in Yarmouth aforesaid wth all and singuler thapp^rtenc ℓ therevnto belonging and all his right title ℓ interrest of ℓ into the same wth euery ℓ pcell thereof. To haue ℓ to hold the said house ℓ meadsteed seaventeene acrees of vpland and twelue acres of Marsh ℓ meaddow wth all and singuler thapp^rtenc ℓ therevnto belonging vnto the said Andrew Hellot his heires and assignes forest to the onely pper vse and behoofe of the said Andrew Hellott his heires ℓ Assignes forest.

The frame of the said house is to be made ℓ set vp wth a chymney and to be thached studded and latched (daubing excepted) by Willm Chase who was agreed wthall and payd for the doing thereof by the sd Thomas Starr before the bargaine was made wth M^r Hellot as aforesd and so assigned of to him.

Bradford Goûn

xvto Caroli Rt.

The ixth of December 1639.

EMORAND That Mr Edward Winslowe doth acknowledg That for and in consideracon of the sume of six score pound stert to be payd him by Mr Thomas Wallis merchant in manner & forme following That is to say five pound in hand fifteene pound the first day of May next ensuing fiftye pound(the first of August following and the other fifty pound(vpon the first of ffebruar next after Hath freely and absolutely bargained (sould vnto the said Thomas Wallis All that his dwelling house & garden place the backhouse in thend thereof wth the fould yard now adjoyneing as the same is now taken in and the outhouse on the banck side of the land lying betweene the prmisss and the waterside as farr as the garden f fould yard do extend wth all (singuler thapprened to the said prmisss belonging (euery pt & pcell thereof and all his right title and interrest thereinto & euery pt thereof (except liberty of ingresse egresse & regresse for the said Edward Winslow his heires and Assignes in the said fould yard to his barne and stable wth liberty also to lay manure in the said yard and also except the land lying northward from thend of the said barne (stable to the streetward and little peell of land lying at the south end of the said barne, and liberty likewise to take away the fruit trees when he pleaseth) now growing in the said garden. To haue ℓ to hold the said house and garden place backhouse fould yard outhouse and all ℓ singular the p^rmisss with their app^rtenc ℓ (except before excepted) vnto the said Thomas Wallis his heires ℓ Assignes forest and to the onely pper use and behoofe of him the said Thomas Wallis his heires and Assignes forest.

The ixth Decembr 1639.

In EMORAND That Mr Robte Hicks hath set and to farme lett vnto John Smyth fiue acrees of land to be it more or lesse lying at the Reede pound To haue to hold the said fiue acrees of land vnto the said John Smyth and his Assignes from the xxvth of March next ensuing the date hereof vnto thend terme of three yeares then next ensuing and fully to be compleat The said John Smyth this Assignes yielding and paying therefore yearely during the said terme xij bushells of Indian Corne good terminately merchantable in December yearely and shall fence the East side of the said fiue acrees to the Seaward wth post trayles fiue rayles in height.

* Anº 1635.

MEMORAND that Mr John Jeney sould vnto Georg Watson, the dwelling house ℓ garden with all ye appurtenances thervnto belonging, which was sometimes Richard Maistersons, for the sume of .23. by him then payed to ye said John Jeney; to have and to hold for him and his heires for ever.

Anº: 1639.

Parcell of land esteemated to be aboute .3. Acres, (be it more or less) for ye sume of ten pounds to him then payed by ye said Georg Watson; to have and hold to him and his heires for ever. The said parcell of land lying beyond a smalle creek or slough to ye eastward of yt street wher his now dwelling house is, being part of ye Acres that were aloted to ye said William Bradford, and part of what he bought of ffrancis Cooke, bounded as followeth, with the said creek or slough westward, and with a parcell of land bought of Mr Brewster by John Barnes on ye north, and ye lands of Mr Thomas Prence to ye Southward, and abuting on bay eastward.

*BRADFORD Gour xvto Caroli Rf.

*84

The vjth January 1639.

EMORAND That Mr Edward Winslow for and in consideracon of the sume of one hundred pound(stert to be payd by Georg Bower in manner & forme following That is to say tenn pound the first of ffebruary next fourty pound the first of January weh shalbe in the yeare of our Lord God one thousand six hundred fourty one and thother fourty pound? the first of January in the yeare of our Lord G. one thousand six hundred fourty and two Hath freely and absolutely bargained and sould vnto the said Georg Bower his heires and Assignes All that his barne and stable scituate in Plym together wth the two peells of land lying at the North and South end of the said Barne and Stable wth liberty of ingresse egresse & regresse in the fould yard for his cattell to come & goe to the said barne & stable as occation shall serue and liberty to lay donge in the said fould yard And seauen acrees of enclosed landf lying on the North side of the said towne of Plym betwixt the garden place and the lande of Mr Willm Bradford on the north & south side thereof together wth the land belonging to the said seauen acrees not enclosed And also nine acrees of , lying on the north side of the said Towne of Plym on eich side the first brooke (vizf) the most northerly of the two acrees weh the said Edward Winslow purchased of Captaine Standish and foure acrees purchased of ffrancis Eaton adjoyneing therevnto f one acree adjoyneing purchased of Henry Sampson all these lying on the south side of the said first brook and two acrees lying on the north side of the said first brook weh fell to the said Edward Winslow in his first diuision and one acree weh was exchauned wth Josias Winslow for thother southerly acree purchased of Captaine Standish as aforesaid together wth all f singuler the prueledges and grauntf graunted to the said Edward Winslow for enclosure of the same wth all and singuler thapprenees therevato belonging and all his right title f interrest of and into the said prmisss f every part and pcell thereof (except liberty of housrome this yeare for the said Edward Winslowe & his Assignes to lay his Corne groweing on the said seauen acrees win the said Barne To have f to hold the said Barne f stable f peellf of landf at thendf thereof the said seauen acrees enclosed wth the land thereto beloinging and the nine acrees aforesaid wth all & singular their apprtence to the said prmisss belonging f euery pt f pcell thereof vnto the said Georg Bower his heires and Assignes for euer to the onely proper vse and behoofe of the said Georg Bower his heires and Assignes for euer Prouided alwayes

that if the said Edward Winslow shall come and build vpon the two furthermost of the nine acrees and dwell vpon them himself That then the said Edward shall have them at the same rate that the said Georg Bower now payeth for them, allowing him such further charge as the said Georg shall then have layd forth vpon them.

*BRADFORD Gour xvto Cart Re.

*86

The viijth January 1639.

EMORAND that whereas George Lewes of Scituate Clothyer for and in the consideracon of the sume of xix pound(stert to him to be payd by Richard Willis of Plym Planter hath freely and absolutely bargained (sould vnto the said Richard Willis his dwelling house in Scituate and lott of Land adjoyneing containing by estimacon five acres or there about and one acre and three quarters of swampe lying before the said Lott and three acrees of marish ground lying betweene the landf of John Winter and John Lewes in Scittuate aforesaid and all the land giuen the said George Lewes by the ffreemen of Scittuate aforesaid wen the said George Lewes is to poure to the said Richard Willis by all good wayes (meanes (suite of law excepted) Now the said Richard Willis doth acknowledg that for and in consideracon of the sume of xxx shillings of f aboue the sd xix pound Hath bargained sould (assigned vnto Thomas Robert(of Plym all his right title and interrest of and into the said house f landf wth all and singuler their apprtence To haue and to hold the said house & land wth their appreence vnto the said Thomas Robert his heires & Assignes for euer to the onely pper use & behoofe of him the Thom Robert his heires and Assignes for euer The said Thomas Robert (his Assignes pformeing & fullfilling all such payment for the same as the said Richard on his pt should have donn Provided alwayes that if the said Thomas Robert shall fayle in the payment that then it shall and may be lawfull for the said Richard Willis his heires & Assignes into the said house and land to enter and the same to have I hold vntill such payment shalbe fully satisfyed and payd.

The ixth January 1639.

MEMORAND That Mris Elizabeth Warren Widdow for and in consideracon of a marriage already consummate betwixt Anthony Snow & Abigall her daughter Hath freely & absolutely given granted assigned & made over vnto the said Anthony Snow All that her house scituate nere the place called Wellingsly (alis) Hobs Hole with the eight acrees of land &

therevnto adjoyneing wth all ℓ singuler thapprenece therevnto belonging. To have and to hold the said house and lands wth all ℓ singuler their appreneces vnto the said Anthony Snow his heires and Assignes for eû to the onely pper use and behoofe of him the said Anthony Snow his heires and Assignes foreuer/

*BRADFORD Goû xvto Carli Rf.

*88

The xjth of ffebruar 1639.

TEMORAND That Mr Robert Hicke of Plymouth Planter for e in consideracon of the sume of six score pound (stert threescore and fiue pound whereof is in hand payd and thother fifty fiue pound is to be payd vpon demaund wherewth the said Robert Hicke is fully satisfyed and contented Hath freely and absolutely bargained and sould vnto Samuell Hicks his eldest sonne all that his house outhouses and garden place scituate in Plym aforesaid together wth foure acrees of landf lying in the feild on the south side of the said Towne of Plymouth and eight acrees of land or thereabout lying betweene the first & second brooke on the North side of the said Towne of Plymouth together wth all the meaddow ground lying at the heigh Pynes and Iland Creeke contayneing seauen acrees or thereabout and all his Right title and interrest of and into the said land(f prmisss wth all and singuler their appreences f every part f pcell thereof, and hath also bargained and sould vnto the said Samuell three Cowes vizt one Red cow wth a starr in the forehead and two black ones one of them haveing also a starr in the forehead To have and to hold the said house outhouses garden place the twelue acrees of land and seaven acrees of meaddow wth all & singuler their apprtence vnto the said Samuell Hicke his heires & Assignes for euer to the onely pper use and behoofe of him the said Samuell Hicke his heires and Assignes for euer As also the said three-cowes to the onely pper use and behoofe of him the said Samuell Hicke his heires executed and administrates wth warranties against all people foreuer by these prnts.

The xxvjth of Decembr 1639.

MEMORAND That Willim Lathame of Duxborrow planter doth acknowledg that that for and in consideracon of the sume of twenty six pound thirteene shillings and foure pence to him payd by Mr Raph Partrich of the same hath freely t absolutely bargained t sould vnto the said Raph Partrich all that his house and twenty acrees of land and one acre of meaddow therevnto assigned with the fence now about t vpon the primiss with

all ℓ singuler their apprence and all his right title ℓ interrest of ℓ into the same ℓ every pt thereof. To have and to hold the said house and twenty acrees of land and one acre of meaddow wth then fence ℓ labour ℓ in about the same wth all ℓ singuler thapprences thereval belonging vato the said Raph Partrich his heires ℓ assignes forei to the onely pper vse and behoofe of him the said Raph Partrich his heires and Assignes for ever.

*BRADFORD Goû

1639.

xvto Carli Rf.

*91

The last of Decembr 1639.

TEMORAND That Wilfm Hoskine of Plym planter doth acknowledg that for ℓ in consideracon of the sume of eight pound stert to be payd by Georg Clarke of the same in money Corne or cattell as the will passe from man to man to the said Wilfm Hoskine or his Assignes the fifteenth day of Decembr next hath freely and absolutely bargained ℓ sould vnto the said Georg Clarke all those his eight acrees of lands and fence ℓ labours in and vpon the same lying by the land graunted to James Skiffe nere Playne Dealeing and all his right tittle ℓ interrest of and into the same wth all ℓ singuler their appretence therever belonging To have and to hold the said eight acrees of land, wth the fence in ℓ vpon the same and all ℓ singuler thappreence thereto belonging vnto the said Georg Clarke his heires ℓ Assignes fore to the onely vse and behoofe of him the ℓ Georg Clarke his heires and Assignes for euer/

The vijth of March 1639.

That Thomas Robert of Plymouth doth acknowledge that for and in consideracon of the sume of fourty shillings stert to be paid by Humfrey Turner of Scituate the first day of May next Hath freely and absolutely bargained and sould vnto the said Humfrey Turner one pcell of Swamp land lately purchased of Georg Lewis of Scituate and lying to the land of the said Humfrey Turner in Scituate on the North side containing by estimacon one acre and three quarters or there about what all his right title interrest of into the same whall is singuler thappretence therever belonging To have and to hold the said acree three quart of swamp land whall every thappretence therever belonging vnto the said Humfrey Turner his heires and Assignes for ever to the onely pper vse behoofe of him the said Humfrey Turner his heires (Assignes for ever.

The xvith March 1639.

EMORAND That Thomas Morton doth acknowledg that for ℓ in considración of the sume of sixteene pound ℓ stert to him in hand payd by mr Comfort Starr of Duxborrow hath freely and absolutely bargained ℓ sould vnto the said Comfort Starr all that his lott of land lying on Duxborrow side betweene the land ℓ of Wiltm Kemp and Georg Partrich containing by estimación twenty acrees or there abouts and two acrees of meddow land lying at Musketoe hole wth all and singuler thappritence therevuto belonging and all his right title ℓ interrest of and into the same and enery pt and pcell thereof To have and to hold the said twenty acrees of vpland and two acrees of meddow wth all and singuler thappritence therevuto belonging vnto the said Comfort Starr his heires and Assignes foreû to the onely pper vse and behoofe of him the said Comfort Starr his heires and Assignes for eû.

This beknowledgment was condicionall that if Manasseth Kempton and his wyfe fore sid Them Mortons frends did consent to yt then to stand firme.

*93 * 1640.

BRADFORD Goun'.

April 2d 1640.

MEMORAND That Mr John Howland doth acknowledg That for ℓ in consideración of the sume of seauenscore pounds stert to him in hand payd by Mr Wm Kempe of Duxborrow hath freely and absolutely bargained and sould vnto the said Wm Kempe all that his messuage ℓ outehouses situate in Duxborrow aforesaid and fourescore acrees of vpland and flue acrees of meddow three whereof lying at the west end of Iland Creek pond and thother two in the Marsh before the said house wth all and singuler thapptence to the said prmisss ℓ euery of them belonging together wth the fenceing in ℓ about the said prmisss and all his right title and interrest of and into the said prmisss ℓ euery pt ℓ peell thereof To have and to hold the said Messuage outehouses fourscore acrees of vpland and the flue acrees of meddow ℓ all and singuler the prmisss wth all ℓ euery their apptence ℓ therevnto belonging vnto the said Wm Kemp his heires ℓ Assignes foreit to the onely apper use and behoofe of him the said Willm Kempe his heires ℓ assignes foreit.

Aprill 2d 1640.

EMORAND That John Handmore of Duxborrow plant doth acknowledg that hee hath freely and absolutely bargained and exchaunged wth Mr Willm Kemp of the same All those his tenn acrees of vpland lying at the Iland Creeke pond on Duxborrow side for six acrees of land be it more or lesse one acree whereof was given him by mr John Howland out of the prmisss above said consented vnto by the said Wm Kemp, lying on the southerly part of the foresaid fourescore acrees next vnto the land of Mr Robte Hicks of Plymouth as the same are now marked bounded forth wth all singuler thapprtence vnto them belonging To have and to hold the said tenn acrees at Iland Brook pond vnto the said Willm Kemp his heires Assignes for en and to hold the said six acrees of land bee it more or lesse vnto the said John Handmore his heires Assignes forent to their onely pper use and behoofe forent.

Aprill 2d: 1640.

that for and in consideracon of the sume of flue pound to him in hand payd by Mr Willm Kempe of Duxborrow hath freely and absolutely bargained ℓ sould vnto the said Willm Kempe two acrees ℓ a half of meddow land ℓ lying at the Easterly end ℓ of the lands of the said Willm Kemp in in Duxborrow afores who all ℓ singuler the apprence therever belonging and all his Right title ℓ interrest of ℓ into said primiss ℓ every pt thereof To have ℓ to hold the said two acrees ℓ half of meddow who all ℓ singuler thapprence thereven belonging vnto the said Willm Kemp his heires ℓ Assignes forever ℓ to the onely pper use and behoofe of him the said Wm Kempe his heires ℓ Assignes for eû.

*Bradford Gounor.

1640.

*95

The xiijth Aprill 1640.

MEMORAND That George Bower of Plym Plant doth acknowledg That for and in consideration of the sume of fourty t foure poundt stert to him in hand payd by Christopher Winter of Scituate Planter hath freely t absolutely bargained t sould vnto the said Christopher All that his house & ground thereto belonging wen he bought of John Stowe of Rocksberry or had by division allotted by the ffreemen of Scituate weh house and landf are lying and being in Scituate aforesaid & containing by estimacon foure acrees of vpland of three acrees of Marish ground be the more or lesse lying at the easterly end (southerly side of the said four acrees and one lott of vpland lying in the third Cliffe in Scituate aforesaid containing by estimacon twenty acrees be it more or lesse lying betweene the land of Willm Gilson and Humfrey Turner and a pcell of Marish ground lying at the Southwest end thereof containeing by estimacon nine acrees be it more or lesse together wth all the allotment weh shalbe hereafter layd forth to the said house and land by the ffreemen of Scituate and all his Right title and interrest of and into the said prmisss and every part f peell thereof wth all f singuler thapprtencf therevnto belonging To haue f to hold the said house and foure acrees of vpland three acrees of marish land adjoyneing twenty acrees of vpland and nine acrees of marish ground adjoyneing therevnto and all other the allottment(to be layd therevnto wth all and every their apprtence to them or any of them belonging vnto the said Christopher Winter his heires and Assignes foreuer to the onely proper use and behoofe of him the said Christopher Winter his heires and Assignes for euer.

The xiijth of Aprill 1640.

TEMORAND That Christopher Winter of Scituate Plant doth acknowledg that for and in consideracon of the sume of fourty f fiue poundf stert to him in hand payd by John Whitcombe of the same Plant hath freely & absolutely bargained & sould vnto the said John Whitcombe All that his house & ground there vnto beloinging weh were formly bought by Georg Bower of John Stowe of Rocksberry, or had by division allotted by the ffreemen of Scituate weh house & land are lying and being in Scituate aforesaid & containing by estimacon foure acrees of vpland & three acrees of Marish ground be the more or lesse lying at the Easterly end (Southerly side of the said foure acrees and one lott of vpland lying in the third Cliffe in Scituate aforesaid containing by estimacon twenty acrees be it more or lesse lying betweene the landt of Willm Gilson and Humfrey Turner and a pcell of Marish ground lying at the Southwest end thereof containing by estimacon Nine acrees be it more or lesse together wth all the allottment weh shalbe hereafter layd forth to the said House and land by the ffreemen of Scituate And all his Right title f interrest of f into the said prmisss and euery part and peell thereof wth all & singuler thappressed therevnto belonging To have and to hold the said house and foure acrees of vpland three acrees of Marish land adjoyneing twenty acres of vpland and nine acrees of marish ground adjoyneing therevnto and all other the allotment to be layd therevnto wth all t every their appurtenct to them or any of them belonging vnto the said John Whitcomb his heires and Assignes fore to the onely pper use and behoofe of him the said John Whitcombe his heires and Assignes for ever.

*Bradford Gounor.

The xxvijth of May 1640.

TEMORAND That whereas Mr Thomas Wallis of Plymouth merchant hath bought of Mr Edward Winslow All that his house garden (backhouse and fould yard scituate in Plymouth aforesaid for the sume of sixscore pound(to have beene payd at certain dayes limmitted, as in the said bargaine (sale more playnely appeareth and hath payd the sume of xx11 or there about in part of payment Now the said Thomas Wallis for divers good causes and consideracons him therevnto mooueing doth acknowledg that he hath and doth reassigne and make ouer the said house (garden backhouse f fould yard wth all and singuler the prmisss wth their apprtence wth ingresse egresse & regresse of and into the same & euery pt thereof vnto the said Edward Winslow his heires & Assignes and all his Right title and interrest of and to same (into euery part and pcell thereof To have and to hold the said house f garden f bakehouse f fould yard wth all f singuler their apprtence vnto the said Edward Winslow his heires and Assignes foreuer to the onely pper vse and behoofe of him the said Edward Winslow his heires & Assignes for euer Prouided that the said twenty pound shall remayne in the handf of the said Edward Winslow his Execut^rf and Assignes vntill that either the said Edward Winslow can sell the same at the price aforesid or that the said Thomas Wallis can poure a chapman that will take it at such sid rate f tyme as the sd Thom Wallis should should have payd for it.

The xjth of June 1640.

That John Smaly & Richard Higgens have exchaunged two peells of meddow land wth eich other vizt one acre that the said John Smaly had at Blewfish River wth Richard Higgens for a peell of meddow ground graunted him at Warrens Wells containing by estimation two acrees or there about be it more or lesse.

*BRADFORD Gour.

xvith of Charles.

EMORAND the fifteenth day of July 1640 That Mr John Browne doth acknowledg that for and in consideracon of the sume of two hundred and fourscore pound stert to be payd vnto him by Mr Wiltm Hanbury hath freely and absolutely bargained and sould vnto the said Wilłm Hanbury his heires and Assignes all that his Messuage or dwelling house scituate by Joanes Riuer wth all the houses outehouses barnes f stables therevnto belonging and all that tract of vpland and pcell of marsh meddow thereto adjoyneing (also foure acrees of Marsh meddow be it more or lesse lying at the head of Joanes Riuer Swamp and all & singuler thappressed therevuto belonging or in any wise appertaining wth the fenceinge in and about the said prmisss and one hundred and twenty post lying vpon the said land and all his Right title and interrest of and into the said prmisss and euery pt e peell thereof To have and to hold the said Messuage or dwelling house outehouses barnes stables (all that tract of vpland wth the two peells of marish meddow therevnto belonging and all & singuler the prmisss wth all and euery their apprtence vnto the said Willm Hanbury his heires (Assignes forest to the onely pper vse and behoofe of him the said Willm Hanbury his heires & assignes forest Prouided that it shalbe lawfull to and for the said John Browne to reape and gett the Corne & graine of all sorts now groweing in and vpon the said prmisss and also the grasse growing vpon the said Marshes this yeare and to dwell in the said house vntill the end of May next and make use of the said Barnes outhouses to winter his cattell and lay his And it is further agreed vpon betwixt the said John Browne (Willm Hanbury That the said John Browne shall carry forth the manure about the houses into that feild where the wheat is now groweing, and after the Corne is reaped to plow and sowe the same for the said Wiltm Hanbury wth such graine as the said Wiltm shall puide to sowe the same wthall And it is lastly agreed vpon betweene the said pties That the said Willm Hanbury shall have his dyett wth the said John Browne freely during the said terme that the said John Browne shall remayne in the said house as aforesaid.

The xxvijth July 1640.

EMORANĎ That Wilłm Renolds doth acknowledg that for ℓ in consideración of twelue bushells of Indian Corne to be payd assoone as Corne is merchantable hath sould vnto Henry Howland of Duxborrow all those his fiue acrees of vpland lying in Duxborrow aforesaid betwixt the

land of John Paybody & Willm Tubbs and one acre of marsh meddow lying at the East end thereof and all his right title & interrest of and into the said prmisss and every pt & peell thereof To have & to hold the said five acrees of vpland and one acree of marsh ground wth all and singuler thapprtence therevuto belonging and every pte & peell thereof vuto the said Henry Howland his heires & Assignes forever to onely pp use and behoofe of him the said Henry Howland his heires and Assignes for ever.

*BRADFORD Gour.

xvjth of King Charles.

*101

Phineas Pratt joyner do acknowledg that for and in consideracon of the sum of three pound stert to them in hand payd by John Barnes of New Plymouth haue freely and absolutely bargained and sould vnto the said John Barnes his heires & Assignes all those two acres of vpland wen they had of Goodbert Godbertson in marryage wth their wives lyinge at the North side next to the Towneward of that parcell of vpland at Wellingsley brooke wen fell to him by lott in the first Diuisions, and all their right title and interrest of and into the said two acrees of vpland wth all and singuler thappretence thereto belonging To have & to hold the said two acrees of vpland wth all & singuler their appretence vnto the said John Barnes his heires. Assignes forever To the onely pper vse & behoofe of him the said John Barnes his heires & Assignes for ever.

The xxixth of August 1640.

EMORANĎ That Thomas Pope doth acknowledg that for ℓ in consideración of the sume of twenty two pounds stert to be payd in Indian and English Corne (assoone as it shalbe merchantable) at the rate or price that corne is then sold at vizt the Indian in Decembr come twelue months and the English in ffebruary following by Georg Bonam hath freely and absolutely bargained and sould vnto the said George Bonam all that his house and land thereto belonging containeing flue acres and thenlargement since and all the fence in and aboute the same wth all and singuler thapprtence therevnto belonging and all his Right title and interrest of and into the said prmisss and every part ℓ peell thereof. To have and to hold the said house and land ℓ fence in ℓ about the same ℓ all ℓ singuler thapprtence therevnto belonging ℓ every pt and peell thereof vnto the said George Boname his heires and Assignes forever to the onely pper vse and behoofe of him the said George Boname his heires

*103 *1640.

Bradford Gour.

EMORAND The second day of June in the xvjth yeare of the Raigne of or Sofiaigne Lord Charles by the Grace of God King of England te That Daniell Salmon of Saugust came before the Gouern and shewed a tre of Attorney made to him by Richard ffrancis (ats) Deacon of Barleston in the County of Leicester in the Realme of England demaunding a certaine legacy bequeathed vnto the said Richard ffrance (als) Deacon by his brother John ffrancis (ats) Deacon deceased web said tre of Attorney or deed followeth in these word vizs. To all Xpian people to whom these prate may concerne Richard ffrancis (als) Deacon of Barlston in the County of Leicester sendeth greeting in our Lord God euerlasting Whereas I haue beene credibly informed aswell by tres as by word of mouth out of New England That my brother John ffrancis (ats) Deacon there deceased did by his last will and testament give vnto me the sum of tenn or twelve pounds to be payd vnto me or my certaine Attorney by Mr Winslow Goûnor of Plymouth there Know yee that I the said Richard ffrancis (ats) Deacon have appoynted constituted & made and by these prnt do appoynt constitute and make my welbeloued in Christ Daniell Salmon of Saugust in the said Countrey my true and lawfull Attorney to aske receive and take the said sume of Tenn or Twelve pound(whether the same be and the same to dispose of as I by a form tre sent vnto him haue limmitted (appoynted, and vpon receipt of the same to make a discharge as fully as I my self might or could do if I were psonally preent In witnes whereof I the said Richard ffrancis ats Deacon haue to these print put my hand and seale the thirteenth day of January in the fourteenth yeare of the Raigne of our Sofiaigne Lord Charles by the grace of God of England Scotland ffrance and Ireland King defender of the fayth (ĉ Anº Dñi 1638./

Sealed and Deliûed to the vse of thaboue named Daniell Salmon in the preent of vs John Salmon Joseph Salmon

And Subscribed further thus vizt Wee whose names are herevolved written two of his Maties Justices of the peace to Rich. ffrance ats quorũ wthin the county of Leê do certefye that Richard Deacon ffrancis (ats) Deacon is now liveing and dwelleth at Barleston in the said County of Leicester the first day of March Anno Dñi 1638. Dated at Markett Bosworth in the said County the day and yeare abouesaid W. DIXIE

WILEM ROBERTS.

The second July 1640.

EMORANĎ that the aboue named Daniell Salmon did acknowledg before Nathaniell Sowther ℓ John Winslow that he hath received of Mr John Howland full satisfaccon for the legacy aforesaid due to the said Richard ffrancis (ats) Deacon ℓ desired the same might be recorded.

*Bradford Goûr 1640.

16th Charles. King &c.

*105

The fift day of October 1640.

EMORAND That Josias Winslowe doth acknowledg That for and in consideración of the sume of fifty two pounds stert to be discounted & discharged for cattell bought of Richard Sparrow and a peell of cloth to the value of eight pounds to him delited & to be discharged as afores by John Barnes of Plym hath freely and absolutely bargained and sould vnto the said John Barnes All that his house Messuage out houses and garden place wth the vpland belonging to the said house in Plym afores and two acrees of Marsh meddow lying at the Wood Iland and all & singuler thapp tence thereunto belonging and all his right title and Interrest of and into the said priss and enery pt & peell thereof wth the fence about the same or any pt thereof To haue & to hold the house houseing garden vpland & meddow wth all & enery their app tence vnto the said John Barnes his heires and Assignes for euer to the onely pper use & behoofe of him the said John Barnes his heires and Assignes for euer.

The third day of Septembr 1649.

EMORAND That John Barnes doth acknowledg that for and in consideracon of the sume of fifty pound stert to be payd in money corne goods or cattell by mr Thomas Wallis of Plym merchant in manner and forme following That is to say tenn pound in hand

*BRADFORD Gour.

xvjth of K: Charles 1640.

*107

EMORAND the fift day of October 1640 That Willm Dennis doth acknowledg that for and in consideracon of the sum of twenty pound stert to be payd by Richard Willis of Plym in manner & forme following That is to say twenty markes by as much as twenty bushells of Indian Corne will yeild this yeare & to be deliuered the first day of Nouember next

and the remaynder of it the next yeare assoone as Corne shalbe merchantable and thother twenty nobles in the same season when Corne is merchantable in the yeare after All w^{ch} payment are to be made in money Corne or cattell in manner and forme aforesaid The said Willim Dennis hath freely absolutely bargained and sould vnto the said Richard Willis All that his house and land therevnto belonging lying at the Eele Riuer (w^{ch} was lately Richard Cloughs) and lying betwixt the lands of Thomas Pope and Mark Mendloue wth all and singuler thappritence therevnto belonging wth all his Right Title and Interrest of and into the said prmisss and every pte pcell thereof wth the fenceing in about the same To have and to hold the said house and lands wth all singuler their appritence vnto the said Richard Willis his heires and Assignes for ever to the onely pper vse and behoofe of him the said Richard Willis his heires and assignes foreû.

John Barnes vndertaketh & pmiseth wth the said Richard Willis for the said payment to pay them to the said Willm Dennis or to whom hee shall assigne them to be payd at the tymes they shall growe due and payable/

The xxvjth of Octobr 1640.

EMORAND That Mathew ffuller doth acknowledg That for ℓ in consideración of a cow calfe and two goats to him in hand payde by Andrew Ringe of Plymouth hath freely ℓ absolutely bargained ℓ sould vnto the said Andrew Ringe All that his garden place in Plym aforesaid and the six acrees of land therevnto belonging lying in the New feild w^{ch} the said Mathew lately bought of John Gregory and all the fence in and about the prmisss wth all ℓ singuler their apprtenc ℓ and all the tymber lying at the garden place and vpon the said land ℓ made ready toward ℓ the buildinge of a house To haue and to hold the said garden place ℓ the six acrees of vpland ℓ fence and Tymber wth all ℓ singuler the apprtenc ℓ therevnto belonging vnto the said Andrew Ring his heires ℓ Assignes for euer to the onely ℓ per vse and behoofe of him the said Andrew Ringe his heires and Asss for euer/

*109

*Bradford Goû 1640.

xvjth K: Charles.

The xxvijth Nouemb^r 1640.

MEMORAND That Marke Mendloue doth acknowledg that for ℓ in considación of the sum of twelve pound ℓ to him in hand payd by John Barnes of Plymouth hath freely and absolutely bargained and sould vnto the sid John Barnes All that his house and land ℓ lying at the fishing

poynt vpon the Eele Riuer wth the fence about the land and the board of poles about the house wth all of singuler thapp^rnces therevnto belonginge and all his Right Title and Interrest into the said p^rmisss of euery pte of pcell thereof with their app^rtences. To have and to hold the said house and lands fenc board of poles and all of singuler the p^rmisss wth their app^rtenco vnto the said John Barnes his heires and Assignes for eû to the onely pper vse and behoofe of him the said John Barnes his heires of Assgs for euer.

The first day of Decembr 1640.

EMORANĎ That Henry Cob doth acknowledg that for ℓ in consideración of the sume of twenty pound ℓ stert one cowe and two goates to him in hand payd by Manasseth Kempton of Plym hath freely ℓ absolutely bargained and sold vnto the said Manasseth Kempton All that his house in Scituate outehouses garden place wth twelue acrees of vpland be it more or lesse wth the peell of meddow lying before the said house ℓ fourescore acrees of vpland falling in the fourth lott abutting on the North Riuer wth a peell of Marsh Meddow therevnto belonging containing about twelue acrees be it more or lesse wth all and singuler thapptence to the said prmiss or any pt of them belonging and all his right title and Interrest of ℓ into the same ℓ every pt thereof To have and to hold the said house garden place outhouses vpland ℓ meddowes wth all and singuler thapptence ℓ therevnto belonging vnto the said Manasseth Kempton his heires and Assignes for ever to the onely pper vse and behoofe of him the said Manasseth Kempton his heires and Assignes for ever.

*Bradford Gotl 1640. xvjth K: Ch:

*111

The xxiiijth Decemb^r 1640.

MEMORAND That Anthony Snowe doth acknowledg that for ℓ in consideración of the sume of sixteene pound ℓ ℓ tenn shillings stert to be payd by John Jenkyne in manner and form following That is to say fiue pound ℓ tenn shillings the first of October next and fiue pound ℓ tenn shillings that tyme twelve months after and thother five pound ℓ tenn shillings the said first of October the next yeare following thother all which paym^{nt} ℓ are to be made in money Corne or cattell The said Anthony Snow hath freely and absolutely bargained and sold vnto the said John Jenkine All that his house and eight acrees of land lying at Hobbs hole on the South side of Willingsly Brooke wth all and singuler the p^rmisss therevnto belonging To

haue and to hold the said house and lands and all and singuler thappresset therevnto belonging vnto the said John Jenkine his heires and Assignes for euer to the onely pper vse ℓ behoofe of him the said John Jenkine his heires and Assignes for euer.

The xxxjth Decemb^r 1640.

EMORAND That Mr Comfort Starr doth acknowledg that for and in consideración of the sume of sixteene pounde stert to him in hand payd by John Maynard hath freely and absolutely bargained and sould vnto the said John Maynard All that lot of vpland lying on Duxborrow side betwixt the lands of Mr Willm Kemp on the South side and Georg Partrich on the North side wth the two acrees of meddow lying in the marsh at the East end of the said lott (wth lande were lately purchased of Thomas Morton) and all and singuler thappritence thereto belonging and all his right Title and Interrest of and into the said prmisss and every pt excell thereof. To have and to hold the said lott of vpland wth the two acrees of Marsh Meddow and all exinguler thappritence therevalue beloinging vnto the said John Maynard his heires and Assignes for ever to the onely pper use except behoofe of him the said John Maynard his heires and Assignes for ever.

*115

*BRADFORD Gour.

A deed acknowledged in Court the first of December and appointed to be enrouled. as followeth vizy.

Church of Barnestable in America for and in consideracon of the sume of fourescore pounds of good and lawfull money of England by me received have given and graunted and by these protection of desired and sell vnto Tymothy Hatherley of Scituate gent one dwelling house together wth barne and outhouses therto belonging together wth all such lands both vplands about a quarter of a mile more or lesse eastward therefrom in Scituate aforesaid the vpland lying and bounding on this manner towards the lands of Mr Checkett on the West towards the lands of John Hewes and the heigh way on the South towards the Comon and the lands of John Winter aforest being pted by a little Creeke The Marsh ground containeing twenty acrees

more or lesse part whereof is an Island bounding towards the landt of Mr Checkett on the West Toward the lands of Mr Tilden & Humfrey Turner on the East towards the heigh way on the North Toward the North River compassing an Iland part thereof on the South To have and to hold the said house vpland Marsh ground wth all apprtence thereto belonging to him e his heires foreû Mooreoû I have for and in consideracon of the aforesaid sume received given graunted bargained & sould vnto thaboue named Tymothy Hatherley my great lott containing an hundred acrees of ground lying vp the River not farr from Scituate together wth my divident of Marsh ground thereto belonging To have and to hold the said vpland (Marsh ground to him & his heires foreur And I do by these prnt giue power to the said Tymothy Hatherley by himself or his Assignes to enroule or pcure to be enrowled the title & tenor of the forenamed land to himself and his heires foreur in his Maties Court of Plymouth in America before the Right Worll: the Gour and Assistant according to the order of Court and vsuall course of euedence in that case puided In Witnes of the prmisss I haue set to my hand and seale this first day of November 1640 in the xvth yeare of our Sofiaigne Lord Charles of great Brittaine ffrance & Ireland Kinge.

JOHN LOTHROPE

his seale,

Witnessed by me
Joseph Hull ℓ Richard ffoxwell.

*Bradford Gour.

*117

A Deed acknowled in the Court the first of Decembr 1640 and appropried to be enroulled as followeth vizs.

NOW all men by these protect That I Tymothy Hatherley of the Plantacon of Scituate in America gent for and in consideration of the sum of threescore pounded of good and lawfull money of England by me received have given a graunted and by these protected do give graunt bargaine and sell voto Christopher Blakewood of Scituate planter one dwelling house together with Barne and outhouses thereto belonging together with all such lands both vplanded and Marsh grounds as thereto belong lying and being nye to the first hering brooke about a quarter of a mile more or lesse eastward therefrom in Scituate aforesaid The vpland lying and bounding on this manner toward the lands of Mr Checkett on the west toward the lands of John Hewes

and the heigh way on the South toward the Comon and the lands of John Winter and John Emerson on the North toward the lands of Humfrey Turner on the East being parted by a little Creeke The Marsh ground containing twenty acrees more or lesse part whereof is an Island bounding towards the lands of Mr Tilden and Humphrey Turner on the East towards the landf of Mr Checkett on the West towardf the heigh way on the north towards the hering brooke compassing an Island part thereof on the South To have hold occupie and enjoy the said house vpland and Marsh ground wth all thapprtence thereto belonging to him and his heires for euer Mooreoft I haue for and in consideracon of the aforesaid sume received, given graunted bargained & sould vnto thaboue named Christopher Blackwood my great lott containing an hundred acrees of ground lying vp the Riuer not farr from Scituate together wth my Divident of Marsh ground thereto belonging To have and to hold the said vpland and marsh ground to him and his heires foreû and I do by these prnt giue power to the said Christopher Blackwood by himself or his Assignes to enroule or poure to be enrouled the title and tenure of the forenamed land to himself and his heires fored in his Maties Court of Newe Plymouth in America before the Right Worll: the Gounor & Assistant according to the order of Court and vsuall course of Euedence in that case puided In witnesse of the prmisss I the aboue named Tymothy Hatherley haue set to my hand (Seale this xxiijth day of November in the 15th yeare of the Raigne of our Souaigne Lord Charles of Great Brittaine ffrance & Ireland Kinge &c.

Witnesse Edward ffoster

Edmond Eddenden

TYMOTHY HATHERLEY



*119

*Bradford Gor 1640.

The fifteene day of January 1640.

EMORANĎ That Mr Thomas Hill doth acknowledg to for and in consideración of the sume of twenty pound stert to him in hand payd by John Barnes of Plym hath freely and absolutely bargained and sould vnto the said John Barnes All that his house c garden and land therevnto belonginge lying on the North side Wellingsly brooke wth the fence in c about the same and all c singuler thappredict therevnto belonging and all his right title c interrest of and into the said primisss and every pt c pcell thereof To have c to hold the house garden and land wth their appredict vnto the said John Barnes his heires and Assignes for eû to the onely pper use and behoofe of

him the said John Barnes his heires and Assignes for euer. And also fifty apple trees fiue and twenty whereof are to be first chosen by the sd John Barnes out of all the trees that the said Thom Hill hath now vnsold and thother xxviie are to be chosen first John Barnes one and the sd Thom Hill another of those that are left, and those that Mr Hill shall have afterward remayneing to be taken away by the first day of May next.

EMORAND the tenth day of ffebruary 1640 That John Barnes doth acknowledg that for and in consideracon of the sum of eighteene pound stert to be payd him by Wiltm Baker in money goods Corne or cattell as they will passe from man to man in manner and forme following, that is to say six pound(the tenth day of ffebruar next following six pound(the tenth day of ffebr weh shalbe in the yeare of our Lord one thousand six hundred fourty and two and thother six pound(wen shalbe in the yeare of our Lord one thousand six hundred fourty of three Hath freely of absolutely bargained & sold vnto the said Willm Baker all that his house & land & fence aboute the same scituate at the Eele Riuer & lately purchased of Marke Mendloue wth all and singuler thappressed therevuto belonging and all his right title and interrest of f into the same f euery pt f pcell thereof To haue and to hold the said house and landf f all f singuler thappritence therevuto belonging vnto the said Willm Baker his heires & Assignes foreût to the onely pper use & behoofe of him the said Willim Baker his heires & Assignes for eû.

TEMORAND the thirteenth day of ffebruary 1640 That Richard Willis This Debt was doth acknowledg that for and in consideracon of the sum of eighteene paied by Gorge Bonham to pound(stert to be payd in money corne or cattell by Georg Bonume in manner John Barns f forme following, that is to say six pounds in December next ensuing, eight of Richard pounds that tyme twelue months after, and thother foure pounds in Decembr Cleared by an in the yeare of our Lord one thousand six hundred fourty and three, All wen aqvitance vnpayment are to be made at the setall days in money corne or cattell as they John Barns will then passe from man to man The said Richard Willis hath freely & abso-dated the 16th lutely bargained and sold vnto the said Georg Bonume all that his house and of aprell 1649 which is allso lands lying at the fishing poynt vpon the Eele Riuer, wth the fenceing about entered in this the same, f all and singuler thappressed therever belonging wth all his right title f interrest of f into the same f euery part thereof weh said house and landf the said Richard Willis lately purchased of Willm Dennis To haue and to hold the house f landf wth all f every their apprtence therevnto belonging

der the said

vnto the said George Bonume his heires & Assignes for euer to the onely pp use & behoofe of him the said George Bonum his heires & Assignes for euer.

It is also agreed vpon betweene the said pties that the said Richard Willis shall set half the ground this yeare rent free if he please.

*121

*A deede acknowledged in the Court the 3d of March 1640 and appropried to be recorded as followeth viz.

E it knowne vnto all men by these preent? That I Tymothy Hatherley Planter of Scituate in the Pattent of New Plymouth in America for and in consideracon of the sume of Twenty and eight pounds by me received Haue given & graunted and by these prote doe give graunt bargaine and sell vnto Thomas Ensigne Planter of Scituate in America as aforesaid All such lands both vpland (marsh grounds thereto belonging comonly called the first Cliff lying and being in Scituate aforesaid which in Estimacon is eighteene acres of vpland and twenty acres of Marsh grounds more or lesse there it is to be had It lying and bounding to the mayne Sea to the East to the harbours mouth to the north and nor west to the mayne Channell where vessells ordinary come into the west and southwest to the lands of Thomas Tart to the south there the marsh goes half way to his ground comonly called the second cliff weh lands so bounding as aforesaid and lying by it self it is almost an Iland All weh lands both vplands and marsh grounds wth all the Tymber or tymber trees wth thapprences thereto belonging to the aforesaid Thomas Ensigne To have and to hold to him and his heires foreuer And I doe by these prate give and graunt power vato the said Thomas Ensigne himself or his Assignes to enroule the Title and tenure of the said land to himself (his heires foreuer in his Maties Court of Plymouth in America before the Right Wor^{ppll} the Goûnor and Assistant according vnto the Order of Court f vsuall course of eucdence in that case prouided In witnesse of the prmisses I have set to my hand and seale In Scituate dated the xxijth of January 1640 in the sixteenth yeare of the Raigne of or Sofiaigne Lord Charles of great Brittaine ffrance (Ireland Kinge fc.

Signed sealed & delived in the presence of Sam: Poole Richard Sillis TYMOTHY HATHERLY SUSAN HATHERLY.

*A deed acknowledged in the Court the third March 1640 and appointed to be recorded as followeth vizs.

*123

NOW all men by these prntf That I John Lathrope of Barnestable in the Corporacon of New Plymouth in America Minster for and in consideracon of the sume of foureteene pounds of good and lawfull money of England by me in hand received Haue given & graunted and by these prnt do giue graunt bargaine and sell vnto Richard Scillis of Situate in the Corporacon of New Plymouth aforesaid Planter one dwelling house together wth one out house thereto belonging together wth fine acres of land more or lesse therevnto adjoyneing the weh land lyeth and is bounded on this manner towards the East wth the Common foote path from the stony brook to the Harbours mouth on the north wth the land of Egline Hanford on the west wth a certaine lane extending northward into the woods from the Stony brookwards and on the South wth the lands of Thomas Ensigne To have and to hold the said houses wth the lands therevnto adjoyneing wth all thappressed therevnto belonging to him and his heires foreuer And I do by these prnt giue power to the said Richard Sillis by himself or his Assignes to enroule or pcure to be enrolled the Title and tenure of the said lands to himself and his heires foreû in his Maties Court of Plymouth in America before the Right Worll the Goûnor and Assistant (according to the order of Court and vsuall Course of Eucdence in that case puided In witnesse of the prmisss I haue set to my hand & seale the twenty eight day of December 1640 In the xvjth yeare of or Sofiaigne Lord Charles of Great Brittaine ffrance and Ireland Kinge. &

Signed sealed & delifted

in the prence of vs.

John Cooper

Henry Cobb Isaack Robinson JOHN LOTHROPE his

Seale (

A deed acknowledged in the Court the third of March 1640 f appointed to be recorded as followeth viz.

NOW all men by these protect That I Tymothy Hatherley of Scituate in the Corporación of New Plymouth in America doe giue vnto Egline Hanford of Scituate aforesaid fiue acres of land more or lesse to her e heires foreû wen land lyeth in Scituate on the north side of the Stony Brooke the third lott from the brooke bounded on the East end wth the Comon path that runneth from the brooke to the harbours mouth on the South wth the

land of Richard Sillis and on the west wth a comon drift path or lane running almost north and South and on the North wth the land of Gowen White And I doe give power by these proft to the said Egline Hanford by herself or her Assignes to enroll or poure to be enrolled the title and tenure of the said lands to her self and her heires forever in his Maties Court of Plymouth in America before the Right Worll the Goûl and Assistant according to the order of Court and usuall Course of evidence in that case puided In witnesse whereof I Tymothy Hatherley have set to my hand and Seale the twenty fourth day of ffebruary 1640 in the xvjth yeare of our Soûlaigne Lord Charles of Great Brittaine ffrance and Ireland Kinge &

This land was given to the said Egline Hanford the xxvijth day of Septemb^r in the yeare Ano Dni 1634.

Sealed & deliûd in the prence of Edward Holman

p me TYMOTHY
HATHERLEY



*125

* Bradford Gour 1641.

At a gefiall Townes meeting holden by the Inhabitant of the Towne of Duxborrow vpon the seauenth day of Novembr in the yeare of or Lord God 1639 for the makeing of such lawes and orders as should be thought good and beneficiall for the said Towne of Duxborrow, It was agreed as followeth. viz.

IMPRIMIS It is covenanted and agreed of betweene Georg Pollard late inhabitant of the Towne of Stokeclere in the Realme of England yeoman and Will^m Hiller of the Towne of New Plym Carpenter of the one pte and the Inhabitant of the Towne of Duxborrow of the other pte in manner following To witt the said George Pollard and Willm Hiller is at their owne pper cost and charges to build frame and set vp one sufficient water Milne to grind Corne on both English & Indian, whin the terme of one whole yeare next after the date hereof As also stampers to beate Indian Corne at, as speedyly as possibly they cann. And that they parties aforesaid are to build the said Milne and Stampers vpon a certaine brooke comonly called or knowne by the name of Stony brooke lying by the house of Phillip Delanoy In consideracon whereof we the Inhabitants of the Towne of Duxborrow do bynd our selues to the aboue said pties as followeth.

Impris That no other Millne shalbe set up or erected wthin our Towne

limmitts alwayes prouided that the foresaid pties at their Millne be able well ℓ sufficiently to grind all the Corne of thaforesaid Inhabitant ℓ of the Towne of Duxborrow in tyme convenyent.

2^{ly} Wee the Inhabitant of the Towne of Duxborrow do pmise to vse all our best endeavours to pcure all the Comon lands that lyeth vpon the north side of the said brooke vndisposed of next to the place where the said Milne shall stand, as also that meddow land that lyeth next to yt.

3^{ly} Wee the Inhabitant aforesaid do pmise to do our best endeavours to poure the land of John Irish and Henry Wallis, and to poure them land elswhere in exchaunge or otherwise, but if the said parties will not so exchaung, that then the said Georg Pollerd and William Hiller may if they can poure the said lands either by purchase or otherwise of the owners thereof. That wee the said Inhabits do pmise to give vnto the said parties the sum of six pounds towards the purchase of the same.

4^{ly} Wee pmise to help the said Georg Pollerd (Willm Hiller to land both meddow and arrable in some place further of from the Towne of Duxborrow for their use, when their stocks of cattell shall require the same, as we shall allow to other of our townes men and neighbours.

And also that the said pties are to take a pottle of Corne for grinding euery bushell that shall be brought vnto them and no more.

ffurther and lastly It is couenanted graunted and agreed vpon betwixt the Inhabitant of the Towne of Duxborrow and pties aboue said That the said Georg Pollard Willim Hiller shall have hold occupie use Cymploy the said Milne, together wth all and every the setall pruiledges prorogatives benefits immunities and apprecinces whatsoed before specifyed in this present writing To have and to hold the same to them their heires execut and Assignes fored Dated the seaventh day of Novembr in the fifteenth yeare of the now Raigne of King Charles King of England Scotland ffranc C Ireland Defendor of the fayth & Anno Dñi 1639.

Subscribed by

WM COLLIER

JONATHAN BREWSTER

CHRISTOPHER WADDESWORTH MILES STANDISH,

Recorded the xjth June 1641.

*127

*Bradford Gou^r 1641.

that for and in consideracon of the dwelling house wherein Willim Hiller now dwelleth in Duxborrow and the meadstead or garden adjoyneing wth the fruit thereon now groweing hath freely and absolutely bargained and sold vnto the said Willim Hiller the George Pollerd of Duxborrow milners all those tenn acrees of vpland lying on the north side of Stony brooke and on the East side of the lands of the said Willim and George wth two acrees of Marsh meddow adjoyneing to the said vpland wth all the said printerest of the therevnto belonging and all his right title tinterrest of and into the said printses and every pt and pcell thereof To have and to hold the said Tenn acres of vpland wth the said two acres of marsh meddow wth all and singuler their appritences therevnto belonging vnto the said William Hiller and Georg Pollerd their heires and Assignes for ever.

*129

*BRADFORD Gour 1641.

The viijth Septemb^r 1641.

EMORAND That Mr Andrew Hellott doth acknowledg That in consideracon of a Debt of five pounds of foure shillings he now oweth vnto Mr Willm Paddy and twenty nine shillings he also oweth vnto Mr Willm Hanbury and that hee is now going into England and is not able to pay them hath freely & absolutely assigned mortgaged and made ouer vnto the said Willm Paddy and Willm Hanbury all that his farme in Barnestable wth all and singuler thappreence therevnto belonging and all his Right title and interrest of and into the same and every pt and pcell thereof To have and to hold the said Land (f prmisss vnto them the said Willm Paddy and Willm Hanbury theire heires and Assignes for euer and to the onely pp use and behoofe of the said Wm Paddy and Willm Hanbury theire heires and Assignes for euer. Prouided alwayes That if the said Andrew Hellott shall satisfye and pay or cause to be satisfyed and payd vnto the said Willm Paddy and Willm Hanbury their setiall Debte abouesaid within the space of one whole yeare next after the date hereof that then the bargaine and sale abouesd to be voyde or els to remaine in full strengh (vertue as aforesaid.

The xth of Septembr 1641.

EMORAND That Edmond Hawes of Duxborrow doth acknowledg that for and in consideracon of the sum of two thousand foote of sawne boards to be delified and payd him by Robert Caruer of the same Sawyer Hath freely and absolutely bargained and sold vnto the said Robert Caruer all those his Tenn acres of vpland lyinge crosse Greens Harbor payth wth all his labours in f aboute the same wth all and singuler thappressed This bargan is therevnto belonging and all his Right Title and interrest of and into the said reversed by consent of both prmisss To have and to hold the said Tenn acres of vpland(wth all and sin- partis in June guler thappresent therevnto belonging vnto the said Robte Caruer his heires and Assignes for euer and to the onely pper use and behoofe of him the said Robert Caruer his heires and assignes for euer.

1641. *Bradford Goû

*132

The xvjth of Septembr 1641.

EMORAND That John Allen of Plym Planter doth acknowledg that for and in consideracon of the sum of twenty pounds to be payd by Ezra Covell in manner and forme following vizy. twenty shillings in hand foure pounds the xvjth of December next fiue pounds that tyme twelue months fiue pounds the xvjth of Decembr 1643 and thother fiue pounds 1644 or assoone as Corne shalbe merchantable in any of the said yeares Hath freely and absolutely bargained and sold vnto the said Ezra Covell All that his dwelling house and buildings therevnto belonging wth all those his tenn acrees of lands where his house is and at Woebury playne wth all the fenceing in and about the same and all his Right Title and interrest of and into the said prmisss and every pt of pcell thereof To have and to hold the said house houseing and tenn acrees of vpland(wth all and singuler thappreence therevnto belonging vnto the said Ezra Covell his heires and Assignes foreuer to the onely pp vse and behoofe of him the said Ezra Covell his heires and Assignes for euer Prouided alwayes that if the Ezra Couell shall fayle in any of the said payment That then it shalbe lawfull for the said John Allen to enter into the said prmisss and the same to have againe vntill the said payment(shalbe fully satisfyed of payd And it is agreed betwixt the said pties that the said payments shalbe made in Corne when it is mchantable or any kynd of Cattell (except goates) to be apprised by two men chosen by either pte.

The xxvjth day of May 1641.

EMORAND That whereas Thomas Morris of Seacunck by the Name of Thomas Morris of New Hauen in America by his deede beareing date the xxvjth Nouember 1640 hath freely and absolutely sold vnto Edward Cope of Prouidence all that his house and lands in Seacunck wthall other accommodacons that either are or shalbe layd therevnto wth all his right and title of and into the same and hath also sold vnto the said Edward Cope one great chest and a nest of boxes and all his clapboard bolts and wood that is felled there as by the said deed or writing it doth more playnly appeare Now the said Edward Cope by ffrancis Weeks his Attorney & fre vnder his hand doth acknowledg that for f in consideracon of eight melch goates to him in hand payd hath freely and absolutely bargained and sold vnto Mr Willm Bradford the said house f lands wth all thappresses therevato belonging and all his right title & interrest therein together wth the said Chest nest of boxes clapboard bolts and wood that is felled To have and to hold the said house and land(and prmisses wth all (every their appurtenances vnto the said Willm Bradford his heires and assignes foreil to the onely pper use and behoofe of him the said Willm Bradford his heires and Asss forest &c.

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*Bradford Gour. 1641.

The xxviijth octobr 1641.

EMORAND That Mr Thomas Wallis merchant doth acknowledg that for and in consideracon of the sum of thirteene pound(to him in hand payd and twenty foure pounds and tenn shillings vndertaken to be payd for him to John Barnes wherewth he is fully satisfyed and payd Hath freely and absolutely sold vnto Mr William Bradford All that his Dwelling All which pay. house & gardens one lying to the house another next to Mr John Done wth the out houses and seauen acrees of vpland thereto belonging and two acrees of marsh meddow lying at the Wood Iland wth all and singuler thapprtence therevnto belonging and all his Right title and interrest of and into the said prmisss and every pt e pcell thereof To have and to hold the said house e gardens outhouses seaven acrees of vpland and the two acrees of marsh meddow wth all and singuler thappressed therevnto belonging vnto the said Willim Bradford his heires and Asss for eff to the onely pper use and behoofe of him the said William Bradford his heires and Assignes for euer.

ments were duly made (fully satisfied. THE which dwelling house ℓ garden with all ye appurtenances together with ye seuen Acres of vpland, and the .2. Acres of meadow, aboue mentioned; bought of mr Thomas Wallis marchant as abouesaid. I William Bradford doe freely giue vnto my sone in law Thomas Southworth; to haue ℓ to hold, to him, ℓ his heirs for euer; and doe by these presents giue ℓ make ouer my full right ℓ title therto vnto him his heires ℓ assignes for euer, to his ℓ their proper vse and behoofe, and doe hereby put him in possession of ye same, and doe wholy quite all claime, or title therto from me and mine for euer. In witnes where I haue put to my hand according to ye day ℓ year aboue written.

WILLIAM BRADFORD.

The xijth of January 1641.

EMORAND That Jonathan Brewster doth acknowledg That for and in consideracon of the sum of three score pounds to him in hand payd and secured to be payd by Robte Barker John Barker Thomas Howell and Raph Chapman Hath freely & absolutely bargained and sould vnto the said Robte Barker John Barker Thomas Howell and Raph Chapman All that his farme lying at the North River containing one hundred acrees of vpland wth the meddowing belonging vnto it lying on the said North and South Rivers wth all & singuler thapprened therevato belonging and also the fferry and fferry boat wth all thinges therevnto belonging and all his Right title and Interrest of and into the said prmisss and every part e pcell thereof together wth the fferry house and all the fenceing in and vpon the said lands wth their apprtence. To have and to hold the said vplande and meddow lande fferry house f fferry boatf wth all and singuler thappresent therevato beloinge vnto them the said Robte Barker John Barker Thomas Howell and Raph Chapman and euery of them their heires and Assignes for eft and to the onely pper use & behoofe of them the said Robte Barker John Barker Thomas Howell & Raph Chapman their heires and Assignes for euer.

*Bradford Goû 1641.

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The xxiiijth March 1641.

EMORAND That Thomas Cushman doth acknowledg that for and in consideracon of the sum of tenn pound stert to be payd by Thomas Lettis in manner and forme following That is to say fiue pound at before the xxth day of August next in money or cattell and thother fiue pound and thother five pound at or before the first day of Aprill next ensuing the

all which payments are fully made and duely Satisfyed. foresaid payment in Corne or cattell Hath freely and absolutely bargained and sold vnto the said Thomas Lettis All that house ℓ garden and seaven acrees of land therevnto belonging scituate in Plym wherein M^r Andrew Hellott lately liued in wth all and singuler thapp^rtence therevnto belonging and all his Right title and interrest of and into the said p^rmisss and euery pt ℓ peell thereof To have and to hold the house ℓ garden and seaven acrees of vpland wth all and singuler thapp^rtence therevnto belonging vnto the said Thomas Lettis his heires and Assignes for euer to the onely pper vse and behoofe of him the said Thomas Lettis his heires and Assignes for eû. Prouided alwayes that the said house ℓ land ℓ shall remayne as securytie in case the said Thomas Lettis doe fayle in payment at the dayes ℓ tymes aforesd.

The xxviijth March 1642.

EMORAND That ffrancis Sprague doth acknowledg that for and in consideracon of the sum of three pound to him payd to be payd by Morris Truant hath freely and absolutely bargained sold vnto the said Morris Truant two acrees of Marsh meddow lying at the Wood Iland betwixt the lands of Richard Sparrow and Steephen Tracy wth all singuler thapptence therevnto belonging and all his Right title interrest of and into the said priss wth their apprence To have and to hold the said two acrees of marsh meddow wth the apprence therevnto belonging vnto the said Morris Truant his heires and Assignes for en to the onely pper use and behoofe of him the said Morris Truant his heires t Assignes foreur.

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*Bradford Gour 1642.

The fift of Aprill 1642.

EMORANĎ That M^r John Combe doth acknowledã That for ℓ in consideración of the sum of fourty shillinges whereof vj bushells of Rye at 3^s 6^d p bushell is payd in hand and the remaynder to be paid in July next hath freely and absolutely bargained and sold vnto M^r Thomas Prence all those his two acrees of Marsh meddow lying before the house of the said Thom Prence at Joanes Riuer next to the Marsh meddow of Phineas Pratt wth all ℓ singuler thapp^rtenc ℓ therevnto belonging and all his Right title ℓ Interrest of and into the said p^rmiss̃s ℓ euery pt thereof To haue and to hold the said two acrees of Ma^rsh meddow wth all thapp^rtenc ℓ therevnto belonging vnto the said Thomas Prence his heires and Assignes foreû to the onely pp use ℓ behoofe of him the said Thomas Prence his heires ℓ Ass̃s foreû.

The vijth Aprill 1642.

MEMORAND That Mr Robte Hicks doth acknowledg That for ℓ in consideración of the sum of foure pounds ℓ eight shillings to be payd him by Mr William Bradford the last day of May next in Corne or any sort of cattell as two men shall rate them hath freely and absolutely bargained and sold vnto the said William Bradford two acrees of marsh Meddow lying at the heigh Pines next to the marsh meddow of Constant Southworth wth all and singuler the apprtence therevnto belonging and all his right title ℓ interrest of and into the said prmisss ℓ every pt thereof To have and to hold the said two acrees of Marsh meddow wth the aprtence vnto the said William Bradford his heires ℓ Assignes for en to the onely pper vse and behoofe of him the said William Bradford his heires and Assignes for ever.

ROBERT HICKS.

The viith April 1642.

EMORAND That Mr John Done doth acknowledg That for ℓ in consideración of four goats payd him by Mr Willim Bradford and all his right title and interrest of and into a garden place in Plym lying next to the garden of the said John Done the said John Done hath freely ℓ absolutely exchaunged bargained and sold vnto the said Willim Bradford all those his three acrees of Marsh ground or meddow lying at Joanes Riuer next to the land ℓ of Nicholas Snow went was bought of Thomas Willet with all ℓ singuler the thappressed therevuto belonging and all his Right title ℓ interrest of and into the said primisss and every pt thereof To have and to hold the said three acrees of marsh ground or meddow with thappressed vnto the said Willim Bradford his heires ℓ Asss for every position onely position of him the said Willim Bradford his heires and Assignes for ever.

*Bradford Gour 1642.

The xviijth day of April 1642.

MEMORAND That Mr Raph Smyth doth acknowledg that for ℓ in consideracon of the sum of six score pounds to him in hand payd by mr John Done wherewth he doth acknowledg himself fully satisfyed and payd hath freely ℓ absolutely bargained and sould vnto the said John Done (Agent for the church of Plymouth) All that his house and buildings and garden plotts therevnto adjoyneing scituate in Plymouth together wth the six acrees

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of vpland lying in the new feild wth all and singuler thapprtence to the said prmisss belonging and every of them and all his right title and interrest of and into the said prmisss and every pt thereof To have and to hold the said house buildings and garden plotts together wth the six acrees of vpland and all t singuler thapprtence to the said prmisss belonging vnto the said John Reyner, p. 154. Done his heires and Assignes for ever to the onely pper use and behoofe of him the said John Done his heires and assignes for ever./

The vijth May 1642.

EMORANĎ That Mr Robert Hicks doth acknowledg That for ℓ in consideración of the sum of seaven pounds to be payd him by Willim Brett of Duxborrow hath freely and absolutely bargained and sold vnto the said Willim Brett seauen acrees of vpland lying at Iland Creek in the noock towards the Sea next to the lands of mris Elizabeth Kemp as it is now set forth wth all ℓ singuler thappreenc ℓ therevnto belonging and all his Right title and interrest of and into the same To haue and to hold the said seauen acrees of vpland wth all ℓ singuler thappreenc ℓ therevnto belonging vnto the said Willim Brett his heires and Assignes foreuer to the onely ℓ use and behoofe of him the said Willim Brett his heires ℓ Assignes for euer.

The xxiijth of June 1643 This land being almost fenced about the said Willm Brett hath sould vnto Mr Raph Partrich of Duxborrow for xij^t in hand payd ℓ all his right title and Interrest of ℓ into the same wth thappresses To haue ℓ to hold to the said Raph Partrich his heires and assignes for eû and to theire onely pp use ℓ behoofe for ever.

The vijth May 1642.

MEMORAND That Mr Robert Hicks doth acknowledg That for ℓ in consideration of the sum of vj^t xijs to be payd him by mr John Reynor hath freely and absolutely bargained and sold vnto the said John Reynor three acrees of marsh meddow lying at the heigh Pynes next the land ℓ of wth all and singuler thapprtenc ℓ therevnto belonging and all his right title and interrest of and into the said prmiss To have and to hold the said three acrees of marsh meddow wth thapprtenc ℓ vnto the said John Reynor his heires and Assignes for euer to the onely pper use and behoofe of him the said John Reynor his heires and Assignes foreü.

ROBERT HICKES.

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*Bradford Gour 1642.

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The vijth May 1642.

MEMORAND That Josuah Pratt doth acknowledge that for ℓ in consideracon of the sum of fourty shillings to him in hand payd by Edward Dotey hath freely ℓ absolutely bargained and sold vnto Edward Dotey one acre of vpland lying at the heigh Cliff betwixt the land ℓ of Phineas Pratt ℓ John Shawe and all his right title ℓ interrest therevnto To have and to hold the said acree of land vnto the said Edward Dotey his heires ℓ Assignes foreuer to the onely pper use and behoofe of him the said Edward Dotey his heires ℓ assignes foreuer.

The vijth May 1642.

EMORANĎ That Josuah Pratt doth acknowledg That for ℓ in consideración of the sum of twelue bushells of Corne to him in hand payd hath freely ℓ absolutely bargained and sold vnto Josias Cooke all those his two acrees of Marsh Meddow lying at the wood Iland betwixt the land ℓ of Georg Soul in the north ℓ mrs ffuller in the South and all ℓ singuler thappredict thereto belonging and all his right title ℓ interrest of ℓ into the said prmisss To have and to hold the said two acrees of marsh meddow with thappredict thereto belonging vnto the said Josias Cooke his heires ℓ Assignes forest to the onely pper use and behoofe of him the said Josias Cooke his heires and Assignes foreser.

*Bradford Gour 1642.

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A Deede acknowledged and appoynted to bee recorded the first of June Anno Dñi. 1642.

Plantation of Scittuate in America for and consideration of the sume of three score pounds of good and lawfull money of England by Mr Charles Chauncey in sufficient Bills of exchaung in England Assigned Haue giuen and graunted and by these prints doe giue graunt bargaine (sell vinto the said Mr Charles Chauncey of Scittuate aforesaid one dwelling house together wth barne and out houses thereto belonging together wth all such lands both vilands and Marsh grounds as thereto belongeth (the peece of Marsh lying wthout the pallisadoes of the feild next to Goodman Turner excepted) the viland lying and bounding in this manner towards the land(of

Josias Checkett on the West towards the lands of John Hewes & the heigh way on the South towards the Comon and the lands of John Winter and John Emerson on the North and towards the lands of Humphrey Turner on the East The Marsh ground containing twenty acrees more or lesse part whereof is an Island bounding towards the lands of the heires of Mr Tilden on the East towards the lands of Josias Checkett on the West towards the heigh way on the North and towards the hering brook compassing an Island part thereof on the South To have hold occupie and enjoy the said House vpland and marsh ground wth all the apprtences thereto belonging to him and his heires foreuer Moreouer I haue (for and in consideracon of the foresaid Bills of Exchaunge made ouer to me by Mr Charles Chauncey aforesaid) giuen graunted bargained and sold vnto thaboue named Mr Charles Chauncey my great lott containing an hundred acrees of ground lying vp the Riuer not farr from Scituate together wth my deuident of marsh ground thereto belonging To have and to hold the said vpland and Marsh ground to him and his heires foreuer And I doe by these prate give power to the said Mr Charles Chauncey by himself or his Assignes to enroll or poure to be enrolled the title of tenure of the forenamed lands to himself and his heires foreur in his Maties Court of New Plymouth in America before the right worpll the Gounor and Assistantf according to the order of Court and vsuall course of Evidence in that case prouided In Witnesse of the prmisses I the aboue named Christopher Blakewood haue set to my hand & seale this fift day of October in the seaventeenth yeare of our Souraigne Lord Charles of Great Brittaine ffrance (Ireland King &.

Signed sealed & delifted in the presence of vs Georg Willerd
John Beamont
Elisha Bisbe.

CHRISTOPHER BLACKWOOD



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*Bradford Gour 1642.

A deed appointed to be recorded acknowledged the second of June 1642.

NOW all men by these present that I Anthony Annable of Barnestable in the Corporacon of New Plymouth in New England Planter for and in consideracon of the full sume of seaventy nine pounds of good and lawfull English money by me in pt received and the other at the tyme appoynted to be received do give and graunt and by these present do bargaine for and

absolutely sell vnto Thomas Raulins of Scituate in the Corporacon aforesaid Planter my dwelling house and out house and all my lands therevnto appertaineing vizs one lott of vpland of twenty two acrees more or lesse lying on the North East side of the first hering brooke and nine acres of Marsh land more or lesse lying on the same side of the aforesaid hering brook bounded on the North wth the Marsh of James Cudworth and on the westerly side wth the vpland and on the South and westerly side wth the Marsh land of Henry Cobb and on the South and Easterly side wth the hering brooke And one lott of vpland more of fourscore acres more or lesse lying on the north side of the North River bounded on the East with a space of vnlotted vpland part of the way and on the south wth the Marsh land and on the West wth the lott of Edward ffoster vpland and on the North wth the Comon woods and also thirteene acrees of Marsh land thereto belonging bounded on the West wth the Marsh of Edward ffoster on the north wth the vpland of the said lott and on the East wth the Marsh land of Georg Kennerick and on the South wth the North River These and all of these I have sold free from all intaylements to me and my heires for euer to the said Thomas Raulins and to his heires foreû And do give full power to the said Thomas Raulins by him self or his Assignes to enrolle or poure to be enrolled the tytle and tenor thereof in his Maties Court of Plymouth before the Right Worll Goûl and Assistant (according to the order of Court in that case puided In the yeare Anno Dñi 1639 Septembr 29th.

Signed sealed & delived in the prence of us.

Edward ffoster Henry Bourne witnesss

ANTHONY ANNABLS Mark

*Bradford Goû 1642.

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The viijth June 1642.

MEMORAND That Willim Chase doth acknowledg That for and in consideracon of the sume of fiue pound he oweth to mr Stephen Hopkins and for the secureing of the said debt vnto him hath bargained assigned set ouer and mortgaged All that his house and land in Yarmouth containing Eight acrees of vpland and six acres more lying at the Stony coue wth all t singuler thapprened thervnto belonging and all his Right title and Interrest of and into the said prmisss and every pt t parcell thereof To have and to hold the said house and land wth their apprences vnto the said Steephen Hopkins his heires and Assignes for eût to the onely pper use and behoofe of him the said Steephen Hopkins his heires and Assignes for ever

Prouided alwayes That if the said Willim Chase doe sattisfye and pay or cause to be sattisfyed and payd vnto the said Steephen Hopkins or his Assignes the said sume of fiue pounds in money Corne or cattell at or vpon the first day of November next ensuing the date hereof That then the mortgage to be voyd or els to remayne in full force and strengh.

The viijth June 1642.

TEMORAND That James Cudworth of Barnestable gent doth acknowledg that for and in consideration of the sume of Eighteene pounds to him in hand fully payd by Thomas Ensinge of Scittuate plant Hath freely and absolutely bargained and sold vnto the said Thomas Ensinge All that his dwelling house wherein the said Thomas now dwelleth in Scittuate aforesaid and an outhouse wth fiue acrees of vpland therevnto adjoyneing lying to the land late m Lathrops to the north and to the land of m Tymothy Hatherley East & South and to the Comon lane West wth all and singuler thapp tence thereunto belonging wth all his Right title and interrest of and into the same and every part and peell thereof To have and to hold the said house out house & vpland wth thapp tences to the said p miss belonging vnto the said Thomas Ensinge his heires and Assignes for ever to the onely pper use and behoofe of him the said Thomas Ensigne his heires and Assignes for ever.

A Deede appoynted to be recorded the first of July 1642.

NOW all men by these proto that I Willm Almy late of Sandwich in the Colony of New Plymouth in New England In consideration of Eighteene pounds to me well and truly payd by Edmond ffreeman of Sandwich the yeonger of weh I do acquit and discharg the said Edmond do hereby give graunt set sell vnto the said Edmond ffreeman one dwelling house in Sandwich aforesaid wth all appretence together wth all the lands whatsoed to me belonging lying wthin the bounds of Sandwich aforesaid and also all such lands or moneys weh either now do belong or hereafter shall accrue to me the said Willm Almy by way of satisfaction for sondry charges by me disbursed in my vndertakership for the laying out of the lands in Sandwich aforesaid To have and to hold quietly possesse and enjoy to him the said Edmond ffreeman his heires and Assignes for ever In witnesse whereof I have herevnto set my hand and Seale the two and twentyeth day of June in the yeare of our Lord 1642.

Witnesss Wilłm Leuerich Edward Wollaston

WILLIAM (



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*BRADFORD Gour 1642.

The viijth of June 1642.

FEMORAND That Anthony Annable of Barnestable Planter doth acknowledg That for and in consideracon of the sum of threescore and nineteene pounds to him fully satisfyed and payd by Thomas Rauline of Scittuate planter Hath freely and absolutely bargained and sold vnto the said Thomas Rawline All that his house and outhouses in Scittuate aforesaid wth one hundred acrees of vpland be it more or lesse twenty three acrees thereof lying to the said house and adjoyneing to the lands of Walter Woodward on the East side and to the Swamp of the hering brooke on the west side and thother fourscore acrees of vpland lying at the North Riuer the South end abutting vpon the said North Riuer and to the landf of John Lewis on the East side and to the land of Edward ffoster on the west side and to the woods Northerly And also one pcell of Marsh Meddow containing about thirteene acrees be it more or lesse lying betwixt the foresaid vpland and the North River and one other pcell of Marsh meddow containing about nine acrees be it more or lesse lying at the first hering brooke betweene the vplands and Marsh meddow of Thomas Robinson wth all and euery thapprtencs to the said prmisss belonging and every part of pcell thereof And all his Right title and interest of and into the said prmisss & euery of them To have and to hold the said house outhouses vplands and pcells of marsh meddow wth all and singuler their apprtence therevnto belonging vnto the said Thomas Rawline his heires and Assignes for euer to the onely pper vse and behoofe of him the said Thomas Rawline his heires & Assignes foreû.

The second of August 1642.

MEMORAND That Willim Hiller doth acknowledg That for and in consideracon That Nathaniell Sowther of Plym is bound wth the Released. said Willim Hiller and for his pper debt in the sum of xxviij* for the payment of fourteene pound tert in merchantable Corne at certaine dayes menconed in a writing beareing date the last day of May 1642 vnto Robert Caruer made betweene the said Robert Carver and the said Willim Hiller Hath (for the secureing dischargeing and saueing harmelesse the said Nathaniell Sowther his heires Execut Administrat Ceuery of them of and concerning the said debt) freely absolutely bargained and sold assigned and mortgaged all that his moyitie of the milne in Duxborrow wth all and singuler the

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prmisss & pfitts therevnto belonging and all his Right title and interrest of and into the same & every pt thereof To have and to hold the said moyitie of the said milne & all thapprence therevnto belonging vnto the said Nathaniell Sowther his heires and Assignes forever to the onely pper use and behoofe of him the said Nathaniell Sowther his heires and Assignes for ever. Provided alwayes That if the said Wilfm Hiller do from tyme to tyme and at all tymes well & sufficiently save and keep harmelesse the said Nathaniell Sowther his heires Execute & Administrate and every of them concerning the said debt & payment and do well and truly satisfye the said payment as they shall grow due and payable, That then the bargaine & sale aforesd to be voyd or els to remayne in full force strengh & vertue.

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*Bradford Gour 1642.

The xxviith Septemb^r 1642.

MEMORAND That Mr Edward Winslow came into the publik Court and did acknowledg That he hath absolutly ℓ freely given graunted enfeoffed and confirmed vnto Peregrine White his sonn in law all ℓ singuler those his lands lying at the Eele River wth all and singuler thapprenence therevnto belonging and all his right title and interrest of ℓ into the same To have and to hold all and singuler the said land ℓ wth their apprence vnto the said Peregrine White his heires and assignes for ever to the onely pper use and behoofe of him the said Peregreene White his heires and Assignes for ever.

The xxviijth of Decemb^r 1642.

EMORAND That John Roe of Duxborrow doth acknowledg that for and in consideracon of the sum of three pounds three shillings stert in hand payd by Wiltm Browne of Plym plant hath freely and absolutely bargained and sold vnto the said Wiltm Browne all that his house and three acrees of vpland adjoyneing to the said house wth the fence about the same and all and singuler thappreneces therevnto belonging and all his right title and interrest of and into the same and euery pt of pcell thereof To haue and to hold the said house and land wth their apprence vnto the said Wiltm Browne his heires and Assignes for euer vnto the onely oper use of behoofe of him the said Wiltm Browne his heires and Assignes for euer

It is agreed vpon betweene the said pties That the said John Roe shall dwell in the said house vntill this day twelue months (vizt the 28th Decembrance)

1643) the said John Roe leaueing the said house and fence about the ground in as good and sufficient repaire as now it is, casualties not excepted and a flore ouer the Cow house of eight or nine boards ℓ the flores in the house not to be taken away nor removued nor the shelues about the house nor the cupboard nor the cabbin bedstead but to be left safe ℓ deliuered vp wth the house at the said yeares end.

*Bradford Gour 1642.

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EMORANĎ That whereas Mr John Done on the behalf of the Church of Plymouth purchased of Mr Raph Smyth his dwelling house barnes ℓ buildings and garden plotts in Plymouth wth six acrees of vpland therevato belonging lying in the new feild wth all ℓ singuler thappretences therevato belonging Now the said John Doane wth and by the consent of the Church of Plymouth Hath given graunted assigned and made over made over the said house and garden plotts wth the six acrees of vpland ℓ wth all and singuler their appurtenances vato Mr John Reynor their teacher and all his Right title and Interrest of and into the same and every part and pcell thereof To have and to hold the said house barnes buildings garden plotts wth the six acrees of vpland with their appretences vato the said John Reynor his heires and Assignes foreût to the onely pper use and behoofe of him the said John Reynor his heires and Assignes forever.

The xxxjth day of Decemb^r 1642.

EMORAND That John Barnes for and in consideracon of the sum of sixteene pounds to be payd by Edward Edwards in manner ℓ forme following that is to say fiue pounds six shillings ℓ eight pence at or vpon the sixteenth day of June next following and fiue pounds six shillings ℓ eight pence that day twelve months after and thother five pounds six shillings ℓ eight penc the xvjth day of June w^{ch} shalbe in the yeare of o^r Lord one thousand six hundred fourty ℓ five w^{ch} said payment ℓ are to be made in money stockings shooes or other merchantable comodytes that the said John Barnes shall accept of at the days of payment Hath freely ℓ absolutely bargained ℓ sold vnto the said Edward Edwards all that his house ℓ land ℓ lying at Wellingly brooke w^{ch} was lately purchased of m^r Thomas Hill wth the two acrees of vpland lying at Wellingsly brooke lately purchased of M^r John Combe ℓ Phineas Pratt wth all ℓ singuler thapp tences therevento belonging and all his Right title ℓ interrest of ℓ into the said primiss ℓ every part ℓ

pcell thereof To haue ℓ to hold the said house and lands wth all and every their appurtenanc ℓ vnto the said Edward Edward ℓ his heires and Assignes for ever to the onely pper vse and behoofe of him the said Edward Edwards his heires ℓ Assignes for eû.

The xxxth day of October 1644.

MEMORAND that John Barnes doth acknowledg that hee hath received full satisfaccon for the said house and land of Edward Edwards and the said Edward Edwards hath fully and absolutely bargained sould assigned and set ouer all his Right title and interrest of and into the said house and land bought of mr Thom Hill & the two acrees bought of Phineas Pratt wth their appurtenanc vnto Thomas Whitney of Plymouth in consideracon of the sum of Nine pounds two shillings and six to be payd vnto the said John Barnes wthin the space of one yeare now next ensuing in currant Countrey pay either at Plymouth or in the Massachusetts Bay.

EMORANĎ that I John Barnes do acquit release and discharge Thomas Whitten of all debts & demaunds fro the beginning of the world to this present 27th of October 1647.

Witnes Henry Coggan Samuell Mayo p me JOHN BARNES

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*Bradford , the xxvjth Januar 1642.

The xxvith of January 1642.

Relinquished by consent of both pties. MEMORAND That Edward Hall doth acknowledg that for ℓ in consideracon of the sum of twenty pound ℓ stert to be payd him in manner ℓ forme following by Thomas Gannett that is to say fine pounds in hand by sawing this winter w^{ch} is already payd and fine pounds in wheate at Bostone in Massachusetts Bay in March next at the price it goes at when it is merchantable and thother tenn pounds in December next to be delinered in Braintrey at the water side by Plymouth measure ℓ at the price wheate is then sold at in Plymouth or els in Cattell Hath freely and absolutely bargained ℓ sold vnto the said Thomas Gannett all that his dwelling house oute houses and lotts of land containing tenn acrees of vpland be it more or lesse lying at Houndsditch in Duxborrow betweene the lands of Edward Hunt on the North side and John Tisdalt on the South side and one acre of meddow

lying at Blewfish Riuer next to the meddow of Mr John Alden on the west side wth all ℓ singuler thappressed to the said prmisss belonging ℓ every of them and all his Right title and interrest of and into the said prmisss wth their appressed ℓ every of them To have and to hold the said house houseing vplands and meddow wth their appressed ℓ every of them vnto the said Thomas Gannett his heires and assignes for ever to the onely pp use and behoofe of him the said Thomas Gannett his heires and Assignes forest puided alwayes that it shalbe lawfull for the said Edward to sett one half of the lands (this springe) wth are broken vp and half the garden and to dwell in the said house vntill the xxvjth day of July next if he please puided also that the said Edward then have the said house and fences about the grounds in as good condition and as sufficient as they were the xxvjth of July last past when these prmisss were bargained for.

*Bradford Gour 1642.

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The xxijth March 1642.

TEMORAND That Whereas Wiltm Dennis of Plymouth before his going into England about a yeare and a half since did authorize and assigne John Winslow of Plymouth aforsd to receive as such Debts and sums of money as were due oweing vnto him here in New England And whereas also since by his tres bearing date the xijth of November 1642 directed to the said John Winslow and another of the same date directed to Willm Dennis of Scittuate his Naturall father hath given further power that the said John Winslow should assigne and make ouer the said Debts vnto the said Willm Dennis the father for such sume as he should agree wth him for so that it was not vnder twenty markes Now the said John Winslow by vertue of the said tres hath assigned and made over the said Debte unto the said Wiltm Dennis the father for the sume of sixteene pounds. And the said Willm Dennis the father in consideracon that the said John Winslow shall pay the said sixteene pounds in Beaver to Willm his sonn and pay him xjt more in manner (forme following that is to say vjt by a Cowe xxxs by a Bill to Georg Lewis of Barnestable and iijt xs in corne or cattell the first of November next at Plymouth Hath reassigned and made ouer vnto the said John Winslow all & singuler such said Debts and sums of money as were or are due (apptaining vnto the said Wiltm Dennis his sonn here in New England.

The vijth March 1642.

MEMORAND That John Allen for and in consideracon of one Cowe to him in hand Payd by Samuell Eddy wherewth hee is fully satisfyed ℓ payd Hath freely and absolutely bargained and sold enfeoffed and confirmed vnto the said Samuell Eddy all that his house barnes ℓ buildings wth the lands therevnto belonging lying at Willingsly and Woeberry playne wth all ℓ singuler thapp tence therevnto belonging and all his Right title ℓ interrest of and into the said p imiss ℓ euery of them To have and to hold the said house barnes buildings ℓ and land ℓ wth all ℓ singuler their app tence vnto the said Samuell Eddy his heires and Assignes for euer to the onely pper use and behoofe of him the said Samuell Eddy his heires ℓ Assignes for eû.

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*Bradford Gou^r 1642.

The xth March 1642.

EMORAND That Mr Edmond ffreeman doth acknowledg that for and on the behalf of Mr John Beuchampe of London Merchant by vertue of a warrant of Attorney vnder the hand of the said John Beuchamp beareing date the tenth day of July Anno Dñi 1639 and by other frs also to him directed for the sale of certaine land of his lying at Scituate Hath for the consideration of the sume of fourty pounds absolutely bargained and sold vnto Mr Tymothy Hatherley of Scittuate gent All those lands vpland the meddow belonging or appreniancing vnto the said John Beauchamp wth all and singuler thapprenic vnto them belonging and all his Right Title and interrest of and into the said prmiss wth their apprenic to the said Tymothy Hatherley his heires the Assignes for eur to the onely pp use and behoofe of him the said Tymothy Hatherley his heires and Assignes for eû.

The wordes of Mr Beauchamp his tree are these viz for my ground at Scittuate sell it if you can although it be neuer so little) wen concerne this bargaine ℓ sale ℓ subscribed thus

Yor loueing brother

JOHN BEAUCHAMP.

I Edmond ffreeman do acknowledg this Record abouesaid to Mr Heatherly to be my Ackt (Deede,

The xvijth day of March 1642.

EMORAND That John Dunhame the yeonger doth acknowledg that for and in consideracon of the sume of seauen pounds (tenn shillings to be payd by Henry Wood in manner and forme following that is to say three pounds and tenn shillings at Indian Harvest next and tenn shillings more in Rye assoone as it is ripe and reaped at the prizes that corne is sold for at the tyme of the deliuery thereof at Plymouth and thother three pounds f tenn shillinges in cotton cloth or such other comodyties as are worth so much the cotton cloth to be xv teene yerde at ijs viijd p yard e the rest of the 3H 10s in other things that amount therevnto, but if the cotton cloth be refused in payment that then the said Henry shall pay in other comodyties assoone as he cann to that value Hath freely and absolutely bargained f sold vnto the said Henry Wood All that his house f buildings and the land therevnto belonging lying in Plymouth betwixt the land of Gabriell ffallowell on the north side and the new field on the west side and the land of John Dunham the elder and Willm Pontus on the South and East sides containing tenn acrees or thereabout together wth his graunt of land and meddow lying at the Swanholt wth all & singuler thappressed therevnto belonging and all his Right title f interrest of and into the said prmisss and every of them wth their apprtence To have and to hold the said house houseing and vpland lying in Plymouth and the fence about the same together wth the graunt at Swanholt wth all and singuler thappressed to the said prmisss belonging vnto the said Henry Wood his heires and Assignes for eû to the onely pper vse and behoofe of him the said Henry Wood his heires (Asss fored.

*Bradford Gour. 1642.

MEMORAND the fift day of May 1643 That Edward Dotey doth acknowledge That for and in consideracon of the sum of xvj^h to be payd in manner ℓ forme following that is to say iij^h x^s in hand payd foure pounds tenn shillings in December next and thother eight pounds in Decemb^r w^{ch} shalbe in the yeare of o^r Lord 1644 all w^{ch} said payment ℓ are to be made in Corne or cattell at such price as they will passe from man to man at the tyme of payment ℓ) Hath freely and absolutely sold vnto Steephen Bryan and John Shawe jun^r all those Two lotts of vpland containing fourty acrees lying at the heigh Cliffe betwixt the lands of Samuell King on the North side and Samuell Cutbert on the South side wth all and sin-

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guler thappressed therevato belonging and all his Right title and interrest of and into the said prmisss and every pt of pcell thereof To have and to hold the said two lotts of vplands wth all and singuler thappressed therevato belonging vato them the said Steeven Bryan and John Shaw their heires and Assignes for ever to the onely pp vse and behoofe of them the said Steeven Bryan and John Shawe their heires and Assignes for ever.

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* Bradford Gour 1643.

A deede acknowledged and recorded the first day of June Anno Dñi 1643.

all xpian people to whome these prnt shall come James Cudworth of Barnestable win the Gouerment of New Plymouth in New England Gentlem sendeth greeting & Know yee that I the said James Cudworth for and in consideracon of the sum of threescore and seaventeene pounds and tenn shillings to me in hand payd by Thomas Robinson of Scituate in the Goument of New Plymouth aforesaid gent wherewth I doe acknowledg my self fully satisfyed and payd and thereof and of euery pt and pcell thereof do for my self my heires Execut^r and Administrat^rs and every of them exonerate acquitt and discharge the said Thomas Robinson his heires Execut^r (and administratre and every of them for ever by these printe Haue freely and absolutely given graunted barganed sold enfeoffed and confirmed and by these prnts do giue graunt bargaine sell enfeoffe and confirme vnto the said Thomas Robinson his heires and Assignes for euer All that his dwelling house outhouses barnes and buildings wth twenty acrees of vpland and tenn acrees of Marsh meddow bee they more or lesse therevnto adjoyneing abutting vpon a pcell of Marsh of Wiltm Roades towardf the East and towardf the lands of Manasseth Kempton towardf the North and towards the lands of Thomas Raulins in the west and South and the hering brook towards the South in Scittuate aforesaid And also one pcell of vpland containing fourescore and tenn acrees and sixteene acrees of meddow adjoyneing therevnto abutting vpon the North Riuer toward the south and east and to the Marsh lands of John Hewes Peter Collymer and John Hearker towards the west and towards the Comons towards the East and North wth all and singuler thapprenees to the said prmisss belonging or any pt of them To have and to hold All that dwelling house outhouses barnes and buildings twenty acrees of vpland wth the tenn acrees of Marsh meddow therevnto adjoyneing and fourescore and tenn acres of vpland wth the sixteene acres of Marsh therevnto adjoyneing wth all f singuler thapprtence therevnto belonging vnto the said Thomas Robinson his heires and Assignes foreuer and to the onely pper use and behoofe of him the said Thomas Robinson his heires and assignes for euer to be holden of his Matte as of his Mannor of East Greenewich in the County of Kent in the Realme of England in free and comon Soccage and not in Capite nor by Knights service by the Rent(and servic(thereof due and of Right accustomed and wth warranties against all people whatsoeur from by or vnder me the said James Cudworth myne heires execut^r or administratrs or any of us claymeing any use right title or interrest of or into the said prmisss or any pt or pcell thereof And I the said James Cudworth do also pmise couenant and graunt by these prnte That it shall and may be lawfull for the said Thomas Robinson his heires and Assignes by themselues or their Attorney to enroll these prnt or cause them to be enrolled in his said Maties Court at Plymouth aforesaid before the Gounor for the tyme being according to the usuall manner and order of recording and enrolling euedence in such case puided In witnesse whereof I the said James Cudworth haue herevnto set my hand and Seale the tenth day of June in the Eighteenth yeare of the Raigne of our Sofiaigne Lord Charles by the grace of God King of England Scotland ffrance & Ireland defender of the fayth & Annog Dñi 1642.

p me JAMES CUDWORTH

his

Sealed and deliûed in the p^rsence of us. Henry Coggen. Samuell Hinckley

Thomas Hinckley. Nathaniel Sowther

*Bradford Gour 1643.

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A deed acknowledged and recorded the first day of May Anno Dñi 1643

all to whom these prnt shall come ffrancis Billington of New Plymouth in America Planter sendeth greeting Know yee that the said ffrancis Billington for and in consideracon of the sum of fifteene pounds stert to him in hand payd by Mr John Atwood of Plymouth aforesaid wherewth hee doth acknowledg himself fully satisfyed and payd and thereof and of euery pt and peell thereof doth acquitt exomate and acquitt the said John Atwood his heires executrs and Administratrs and euery of them foreuer by these prnt Hath freely and absolutely bargained and sold enfeoffed and confirmed and by these prnt doth bargaine sell enfeoffe and confirme vnto the said John Atwood his heires and Assignes for euer all those his three lotts of vpland

containing three score acres or there abouts wth the Marish meddow therevnto adjoyneing containeing three acres or there about lying at Playne Dealeing wthin the Towneship of Plymouth aforesaid & betwixt the lands of the said John Atwood on the South and the Commons on the North the Sea on the East and the woods on the west wth all and singuler thapurtences therevnto belonging and all his Right tittle and Interrest of and into the said prmisss and every pt and pcell thereof To have and to hold the said three lotts of vpland and pcell of Marish meddow wth all and singuler thappresicf to the said prmisss belonginge and euery pt and pcell thereof vnto the said John Atwood his heires and Assignes foreuer to be holden of our Souaigne Lord the Kinge as of his Mannor of East Greenwich in the County of Kent wth in the Realme of England in free and common Soccage and not in Capite nor by Knights service by the Rent(and servic(thereof and thereout due and of Right accustomed To the onely pp use and behoofe of him the said John Atwood his heires and Assignes for euer and wth warrantee against all people for eû by these prnte from by or vnder him his heires Executre and Administrated and every of them claymeing any right title or Interrest of or into the said prmisss wth their apprtences or any pt or pcell thereof And the said ffrancis Billington doth by these prnts authorize the said John Atwood either by himself or his Attorney to record and enroll these prnt or cause them to be recorded & enrolled before the Gounor of New Plymouth for the tyme being according to the usuall manner of recording and enrolling deeds and euedences in his said Mattes Court of Plymouth aforesaid Prouided alwayes that it shall (may be lawfull for Ellinor the wyfe of Gregory Armstrong and her Assignes to occupye and enjoy one of the three said lotts of vpland (vizt) that lott lying next to the lands of the said John Atwood wth one half of the said Marish meddow during her life tyme In witnes whereof the said ffrancis Billington hath herevnto set his hand and seale the second day of March in the Eighteenth yeare of the Raigne of our Sofiaigne Lord Charles by the grace of God King of England Scotland ffrance and Ireland Defendor of the fayth (c Anno Dñi 1642. FRANCIS BILLINGTON

Sealed and Deliûed in the presence of us Constant Southworth Willm Bradford Nathaniel Sowther



And endorsed as ffolloweth: viz^t.—memorand the third day of March Anno Dñi 1642 that quiet and peacable possession ℓ seisen of the wthin named p^rmiss̃s was given and received by the within named ffrancis Billing-

ton vnto the wthin named John Atwood in their owne pp psons in the p^rsence of Thomas Willet John Winslow Robte Lee Hermon Atwood and Nathaniel Sowther.

*BRADFORD Gou"

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The viijth of June 1643.

EMORAND That Abraham Pearse doth acknowledg that for ℓ in consideracon of the sum of seauen pounds stert to him in hand payd by John Winslow for the use of Thomas King of Scittuate Plant Hath freely and absolutely bargained and sold vnto the said John Winslow for the use of the said Thomas King his heires and Assignes All those his fourty acres of vpland wth the meddowing thereunto belonging lying on the South side of the North Riuer and betwixt the lands of Joseph Tilden on the East side and the lands of Henry Sampson on the West side wth all and euery the Appurtences therevnto belonging and all his Right title ℓ interrest of and into the same and euery pt ℓ pcell thereof To haue and to hold the said fourty acrees of vpland and meddowing wthall, euery their appurtents therevnto belonging vnto the said Thomas King his heires and Assignes for euer to the onely pp use and behoofe of him the said Thomas King his heires and Assignes for euer.

The vijth of Septemb^r 1643.

MEMORAND That Joyce Wallen Widdow doth acknowledg that for and in consideración of the sum of eight pounds stert to be payd by fourty shillings p ann by Edward Bangs of Plym Hath freely and absolutely bargained and sold vnto the said Edward his heires and Assignes All that her house and messuage scituate and being at Hobs hole or Wellingsly wth the garden place and vplands therevnto adjoyneing wth all and singuler thapptences therevnto belonging and all her right title and interrest of and into the said prmisses and every pt thereof To have and to hold the said house or messuage garden place and vpland wth all and singuler thapptences therevnto belonging vnto the said Edward Banges his heires the Assignes for ever and to the onely pper use and behoofe of him the said Edward Banges his heires and Assignes forest.

The xvjth of Septemb^r 1643.

MCRAND that Raph Hill of Wellingsly doth acknowledg That for and in consideracon of twelue pounds to him in hand payd by Steeven Wood of Plymouth planter hath freely and absolutely bargained & sold vnto the said Steeven Wood all his house out houses and garden places adjoyneing

wth the vpland at Wobery therevnto belonging containing twelve acrees or there about wth all and singuler thapprence therevnto belonging and all his right title and interrest of tinto the said primiss and every pt thereof. To have and to hold the said house out houses gardens and the xij acres of vpland wth all and singuler thapprence to the said primiss belonging vnto the said Steeven Wood his heires and Assignes for ever to the onely pper use and behoofe of him the said Steeven Wood his heires and Assignes for ever.

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*The xxth Septemb^r 1643.

EMORAND That Christopher Waddesworth doth acknowledg that for and in consideracon of the sum of fifteene pound (stert to him in hand payd by Mr Raph Partrich of the same gent hath freely and absolutely bargained and sold vnto the said Raph Partrich all those his vplands (meddow therevnto adjoyneing scituate in Duxborrow aforesaid and betweene the land of Job Cole on the Southerly side and the land of on the northerly side and abutting vpon the Creeke called on the Easterly side and extending vp into wood westerly the said vplands containeth acrees and the said meddow acrees wth all and singuler thapprtence therevnto belonging and all his Right title and interrest of and into the said prmisss and euery pt f pcell thereof To have and to hold the said , acres of vpland (acrees of meddow wth all and euery their apprtences vnto the said Raph Partrich his heires and Assignes for euer to the onely pper use and behoofe of him the said Raph Partrich his heires and Assignes for euer.

*170 * 1643.

BRADFORD Gour.

This ensuing deede was acknowledged and recorded the ixth of January Anno Dñi 1643.

all people to whom these prnt shall come John Cooper of Barnestable in the Goûment of New Plymouth in New England in America Planter sendeth greeting Know yee That I the said John Cooper for ℓ in consideration of fiue pounds stert to me in hand payd by Wiltm Wills of Scituate in the Goûment of New Plymouth aforesaid Planter wherewth I do acknowledg my self fully satisfyed contented ℓ payd and thereof and of enery part and peell thereof do exofiate acquitt and discharge the said Wiltm Wills his heires Execute ℓ Administrates for euer by these pents Haue freely and absolutely bargained ℓ sold enfeoffed and confirmed and by these pents doe bargaine sell enfeoffe and confirme vnto the said Wiltm Wills his heires and Assignes for euer all that peell of vpland comonly called or knowne by

the name of the Long Iland in Scittuate aforesaid together wth all that Marsh meddow or hey ground therevnto appertaining lying betweene the Hering brook of the North River and bounded on the North side from the lands of mr Wiltm Vassell wth a smale obscure Creek Palke or Plash of water at the East or most Easterly part of weh said Creek or Plash the said Marsh meddow doth passe wth a straight line to that part of the Hering brooke that is neerest to the said Palk or Plash of water wth all & singuler thapprtence therevato belonging or any wayes appertaineing and all my right title and interrest of and into the said prmisss and every pt of pcell thereof To have and to hold the said peell of vpland called the long Iland wth the Marsh meddow therevnto appertaining and all euery thapprenees to the said prmisses belonging or any part of them vnto the said Willm Wills his heires and Assignes for euer to the onely proper use & behoofe of him the said Willm Wills his heires and Assignes for euer To be holden of our Souaigne Lord the King as of his Mannor of East Greenwich in the County of Kent in free & comon Soccag and not in Capite nor by Knights service by the Rentle services thereof thereby due and of Right accustomed and wth warranties against all people whatsoeft from by or vnder me the said John Cooper or by my Right or title claymeing any Right title or or Interrest of f into the said prmisss or any part thereof And I the said John Coop do also couenant pmise (graunt by these pnt that it shall may be lawfull to and for the said Willm Wills either by himself or his Attorney to record enroll these prate or to cause them to be recorded f enrolled in his Maties Court at Plymouth aforesaid before the Gounor for the tyme being according to the usual manner of recording & enrolling euedence in such , puided In witnes whereof I the said John Coop haue herevnto set my hand and Seale the xxvjth day of Decembr in the xixth yeare of the raigne of or Souaigne Lord Charles by the Grace of God Kinge of England Scotland ffrance (Ireland Defender of the fayth (d 1643

Sealed & Delifted in the presence of

Nathaniell Sowther

Austine Bearse his 📜 marke

John Coop



*This ensuing Deed was acknowledged and recorded the fift day of Aprill Anno Dñi 1644, 20° Carl R(.

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all people to whom these preents shall come Richard ffoxwell of Barnestable in the Goûment of New Plymouth Taylor sendeth greeting Know yee that the said Richard ffoxwell for and in consideracon of the sum

of fourty shillinges of lawfull money of England and Twenty bushells of Indian Corne to him in hand payd by Wm Wills of Scittuate wherewth he doth acknowledg himself fully satisfyed and payd and thereof and of euery part and pcell thereof doth by these prntf exofiate acquite and discharge the sd Willm Wills of Scittuate of Scittuate in the Goument of New Plym aforesaid Planter his heires execut and Administrat c euery of them for euer by these prntf Hath freely and absolutely bargained and sold enfeoffed and confirmed and by these prnt doth freely and absolutely bargaine sell enfeoffe f confirme vnto the said Willm Wills his heires and Assignes for euer All those foure acrees of arrable landf wth one acree and a half of Marsh meddow the neerest adjoyneing to the said vpland wth all and singuler thapprence therevnto belonging or any wayes apprtaining wth all his Right title and interrest of and into the said prmisss and every pt and pcell thereof To have and to hold the said foure acrees of vpland and the acree (half of Marsh meddow wth all and euery their apprtences vnto the said Wiltm Wills his heires and Assignes for euer to be holden of or Souaigne Lord the King as of his Mannor of East Greenewich in the County of Kent in the Realme of England in free and comon Soccage and not in Capite nor by Knights service by the Rent(f servic(thereof and thereout due and of right accustomed and wth warranties against all people for euer by these prntf from by or vnder him claymeing any Right title or interrest of or into the said prmisss or any pt or pcell thereof And the said Richard ffoxwell doth couenant (graunt by these prnte That it shall and may be lawfull to and for the said Willim Wills his heires and Assignes either by themselues or their Attorney to Record or enroll these prnt or cause them to be recorded enrolled in his Maties Court at Plym before the Gounor for the tyme being according to the usuall manner or order of recording or enrolling euedences in such case prouided In witnesse whereof the said Richard ffoxwell hath herevnto set his hand and seale the Twelft day of March in the Nineteenth yeare of the Raigne of or Soûaigne Lord Charles by the grace of God King of England Scotland ffrance (Ireland Defender of the fayth (& Annogs Dñi 1643.

Sealed and deliuered in the p^rsence of Nathaniell Sowther Wilłm Paddy John Smaley RICHARD FOXWELL.



*At a Court of Assistant holden at Plym Jannuar vijth 1644 before Mr Edward Winslow Gour Willm Bradford Thomas Prence and Willm Collyer Gentlemen & Assistant & &.

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PON a Ere directed to the Goûnor from Captaine Miles Standish to giue the Court to vnderstand That Samuell Eaton was misconceived in the recording of an acre of land to the heires of Mr Willm Brewster deceased The said Samuell Eaton came into the Court and deposeth that whereas the xxviijth of Aprill 1644 he recorded an acre of land formly bought by Mr Wm Brewster of Christian the said Samuells mother lying on Duxborrow side wherein the said Mr Brewster hath erected a house and planted an orchard ℓ a garden And whereas it was confirmed by the said Samuell Eaton vnto the heires genall of the said William Brewster as by the Record thereof it more playnely appeareth Now the said Samuell Eaton declareth and deposeth that his intent and meaneing was and is to confirme the said acre of land wth the appurtences onely vnto Loue Brewster and his heires who dwells vpon the same one of the sonnes of the said Mr Willm Brewster To have and to hold to him and his heires foreuer.

And the said Loue Brewster pmiseth that the said Samuell Eaton his heires and assignes shall have liberty to make use of the water spring there if it fall wthin the lands of the said Loue Brewster. And the said Samuell Eaton also pmiseth That that the said Loue Brewster his heires ℓ Assigns shall have like liberty to make use of the said water spring there if it fall wthin the lands of the said Samuell Eaton.

*BRADFORD Gour.

*174

The vith of March 1643.

That for and in consideration of the sum of three pound to him in hand payd by Willim Wills of Scittuate and for other good causes and considerations him therevuto moueing Hath freely and absolutely bargained and sold vuto the said Willim Wills all that his Marsh meddow lying in New Harbour marshes in Scittuate and neere adjoyneing vuto long Iland containeing by estimation twelve acrees be it more or lesse and bounding to the land of the sd Mr Willim Wills called to long Iland toward the west and North and to the land of mr Willim Vassell toward the South east and North wth free ingresse egresse tregress of and into the said prmiss at all tymes

when he pleaseth and all his Right title and interrest of and into the said prmisss and every pt & peell thereof To have and to hold the said twelve acrees of Marsh meddow bee it more or lesse vnto the said Willim Wills his heires & Assignes wth all & singuler thapprtences thereto belonging for en to his & their onely pp vse & behoofe for ever to be holden of or Sonaigne Lord the King as of his Mannor of East Greenewch in the County of Kent in the Realme of England in free & comon Soccage and not in Capite nor by Knight & service by the Rent and service thereof due & of Right accostomed and wth warranties against all psons from by or vnder him the said Henry Bourne claymeing any Right title or interrest of and into the said prmisss or any pt or peell thereof.

The xxiiijth April 1644.

EMORAND That whereas Mr Willm Bewster did some tymes since for and in consideracon of the sume of six pound(stert bargaine buy and purchase of Christian late wyfe of ffrancis Eaton deceased but now wyfe to ffrancis Billington one acree of vpland be it more or lesse as it is now fenced in and bounded lying on Duxborrow side whereon the said Willm Brewster hath built a house and made a garden place and an orchard Now Samuell Eaton eldest sonn and heire apparent vnto the said ffrancis Eaton deceased being of the age of twenty f foure yeares and vpwards came before the Goûnor and did for good and valuable consideracons him therevnto especially moueing acknowledg the said bargaine and sale of the said acre of vpland and by these prnt doth further confirme and establish the same vnto the heires and assignes of the said Willm Brewster and all his right title and interrest of and into the prmisss wth their apprtence euery part e peell thereof To have and to hold the said acre of vpland be it more or lesse fenced and bounded as aforesaid wth the apprtences therevnto belonging vnto the heires and Assignes of the said Willim Brewster for eft to the onely pp use and behoofe of them the said heires and Assignes of the said Willm Brewster foreur.

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*BRADFORD Gour.

This ensuing Deed was shewed and recorded the xxth of Aprill Anno Dñi 1644.

THIS Deed Pole witnesseth that I Samuell House of Cambridge in the Corporacon of the Bay of Mattachusets in New England in America Ship-carpentor, for and in Consideracon of eight pounds of Currant money

of England in hand payd before thensealeing hereof wherewth I do acknowledg myself fully satisfyed contented and payd haue allienated bargained sold and enfeoffed and by these prnt do bargaine allienate sell and enfeoffe vnto Joseph Tilden of Scittuate wthin the Goument of New Plymouth in America and his heires for euer All my Lands both vpland and Marsh or meddow set lying and being nere vnto a certaine Riuer called the North River wthin the Gouerment of New Plymouth aforesaid wth pcells of land lyeth on this side of the said Riuer and containeth by estimacon fifty acrees of vpland more or lesse and Nine acrees of Marsh land be it more or lesse weh marsh Land joyneth to the said North Riuer at the South east end of it and haueing on the North west end a great Swamp weh is Common and part of it against the vpland of Mr Charles Chauncey of Scittuate and joyneth to the Marsh Land of the said Mr Chauncey on the North East side & boundeth on the South west side on the Marsh land of Thomas Clap of Scittuate aforesaid and the said peell of vpland boundeth on the North west end on the Common land and on the North East side it boundeth to the land of the aforesaid Mr Chauncey and on the Southwest side it boundeth on the land of Thomas Clap aforesaid and the South East end of yt bounding on the Marsh land of Walter Woodward of Scittuate aforesd To have and to hold all the said lands both vpland and Marsh wth all the tymber and trees woods and vnderwoods wth all the apprtences therevnto belonging to him the said Joseph Tilden and his heires for euer warranting vnto the said Joseph Tilden quiett possession of of the aforesaid peells of land against all opposers whatsoeuer. And I do hereby couenant to the said Joseph Tilden that Elizabeth my wyfe shall wthin six months next after the date hereof give vp her Right in the said lands vnto the said Joseph Tilden and his heires before the Goûment of New Plymouth for the tyme being. In witnes whereof I have herevnto set my hand & Seale the thirteenth day of November in the Eighteenth yeare of the Raigne of our Sofiaigne Lord Charles by the Grace of God of England Scotland ffrance and Ireland King Defendor of the fayth (c 1643.

SAMUELL HOWSE.

Sealed and Deliûed in the prence of us James Torrey 1643 Samuell ffuller Thomas Tilden James Tilt



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*Bradford Gour

A Deed shewed and Recorded the xxth Aprill Anno Dñi 1644.

∩O all Christian people to whom these prnt shall come greeting Know yee that John Emerson of Scittuate in America Planter hath for and in consideracon of fourty shillings of good and lawfull money of England before hand payd haue enfeoffed bargained and sold vnto Nathaniell Tilden of Scittuate aforesaid Planter all my lands vpon the third Cliff and Marish land therevnto adjoyneing the bredth of the said lott weh is in breadth twelue rods and fourteene foote containing by estymacon fiue acrees whether there be of the same more or lesse as by the bounds may appeare adjoyneing to the land of John Stockbridg towards the South to the Sea towards the East to the lands of Thomas Byrd towards the North to the watercoast or greenefeilds towards the west all wch said lands are by thaforesaid John Emerson absolutely sold and confirmed vnto the aforesaid Nathaniell Tilden and his heires for euer wth possession and seisine thereof deliuered All wth said lands the aforesaid John Emerson doth warrant against him and his heires for euer In witnes whereof the aforesaid John Emerson hath set his hand and Seale Dated the second day of ffebruary in the twelft Yeare of the Raigne of our Sofiaigne Lord King Charles 1636.

Sealed & state Delived
in the prence of
Thomas Laphame
George Sutton
Joseph Tilden

JOHN EMERSON.



Another Deed shewed & Recorded the same day.

To all Christian people to whom these prnt shall come greeting Know yee that John Emerson of Scittuate in America Planter hath for sin consideración of three pounds of good and lawfull money of England before hand payd and for one bushell of mault before hand also payd and for divers other good causes and consideracións him therevnto moueing haue enfeoffed given bargained and sold vnto Nathaniell Tilden of Scittuate aforesaid Planter all my Marsh land in New harbour Marshes layd out to me and to my vse by Edward ffoster by the Townes appoyntment and is now in myne owne occupación or appoyntment being nine acrees more or lesse by a late admeasurement bounding as followeth viz vnto the lands of Humphrey Turner towards the North to the land of Thomas Chambers towards the East to the

River called the North River towards the South to the lands of Nathaniell Tilden towards the west all w^{ch} land wth the way and wayes now or heretofore therevnto had or vsed have given and sold vnto the aforesaid Nathaniell Tilden ℓ his heires forever, and do the same warrant against all men for ever In witnes whereof the aforesaid John Emerson hath herevnto set his hand and seale Dated the tenth day of October in the fifteenth yeare of the Raigne of our Soveraigne Lord King Charles Anno Dñi 1639.

JOHN EMERSON.

Sealed and state delived in the presence of Thomas Chambers Abraham Preble Joseph Tilden

his marke.

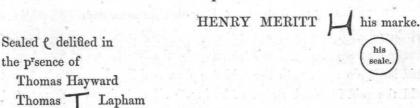


*BRADFORD Gour

*180

The xxth day of Aprill 1644. A deed acknowledged & recorded &c.

To all Christian people to whom these protestall come greeting Know yee that I Henry Merritt of Scittuate in America Planter haue in consideración of Twenty shillinges before hand payd by Nathaniell Tilden of Scittuate Planter in consideración thereof I the aforesaid Henry Merritt haue giuen bargained and sold vnto the aforesaid Nathaniell Tilden and his heires foreuer all that land weh I had of Goodman Byrd lying whin the fence at the North end of the third Cliff vnto the land of the aforesaid Nathaniell Tilden In witnes whereof I the aforesaid Henry Meritt haue herevnto set my hand and Seale Dated the this tenth of Aprill 1628.



Another Deed acknowledg and recorded the same day.

To all Christian people to whom these proof shall come greeting Know yee that William Crocker of Scittuate in America Planter Hath for and in consideration of fifty and fine shillings of good and lawfull money of Eng-

land satisfyed and payd have enfeoffed given bargained and sold vnto Nathaniell Tilden of Scittuate aforesaid Planter two acres of Marsh land more or lesse lying and bounding as followeth to the lands of Thomas Chittington towards the North to the lands of the aforesaid Nathaniell Tilden towards the East to the lands of Thomas Besbeech towards the South to the lands of William Crocker and Georg Bower towards the West vnto a water course or Creeke below the third Cliffe and land called Greenefeilds All weh land William Crocker hath sould vnto the aforesaid Nathaniell Tilden and his heires for euer wth a sufficient way of thirty foote broad from the heigh way beside Greenfeild stile vnto the Marsh land aboue written sould and bounden lying betweene the landf of Thomas Besbeech and the pallasadoes going from Greenfeild stile to the Creeke aboue menconed weh way of thirty foote is sould vnto Nathaniell Tilden his heires executre and Assignes foreuer to goe ride leade driue carry and recarry at all tymes for euer In witnes whereof the aforesaid William Crocker hath herevnto set his hand & Seale Dated the sixteenth day of May Anno Dñi 1638.

Sealed and state Delifted

Edward Ginkins

in the p^rsence of Thomas ___ Lampham his mark Joseph Tilden WILLIAM CROCKER



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* WINSLOW Gour

The xxviiith of Octobr 1644.

1644

MEMORAND That Caleb Hopkins sonn and heire vnto Mr Steephen Hopkins of Plymouth deceased hath freely and absolutely given graunted enfeoffed and confirmed vnto Gyles Hopkins of Yarmouth Planter one hundred acrees of those lands taken up for the Purchasors of Satuckquett wen said land do acrue vnto the said Steephen as a Purchasor To have and to hold the said hundred acrees of lands wth all and singuler thappreneque therevnto belonging vnto the said Gyles Hopkins his heires and Assignes foreuer to the onely pper vse and behoofe of him the said Giles Hopkins his heires and Assignes foreur cc.

*Winslow Gounor

This ensuing Deed was shewed and recorded the eight of Aprill 1645.

7 O all people to whom these prnt shall come Manasseth Kempton of New Plymouth in New England in America Planter sendeth greeting Know yee that the said Manasseth Kempton for and in consideracon of the sum of Tenn pounds stert part whereof is in hand payd and the rest secured to be payd at dayes and tymes agreed vpon wherewth the said Manasseth Kempton is fully satisfyed and contented Hath freely & absolutely bargained sold enfeoffed and confirmed and by these prntf doth bargaine sell enfeoffe and confirme vnto Joseph Tilden of Scittuate in the Goument of New Plymouth aforesaid yeoman All that Iland scittuate and being in the Marshes on the South side of the Towne of Scittuate and next to the mouth of the North Riuer harbour and comonly knowne or called by the name of Coopers Iland and lying on the South side of the said North River containing by estimacon eighteene acrees of vpland be it more or lesse together wth the Marsh meddow therevnto adjoyneing & belonging containing by estimacon eighteene acrees be it more or lesse and lying to the said vpland betwixt two Creeks both yssuing forth of the said North Riuer one extending it self Southerly on the South side of the said Iland and thother Creek extending it self Northerly and trending about southerly and afterward meeting thaforesaid Creek wthin some eight or tenn pole or there about wth all and singuler thapprened to the said prmisss belonging or in any wise appertaining and euery part and pcell thereof and all his Right title and interrest of and into the said prmisss with their apprence and every part and peell thereof To have and to hold the said Iland containing by estimacon eighteene acrees of vpland and eighteene acrees of Marsh meddow thereto belonging bee they more or lesse wth all and euery their appreences vnto the said Joseph Tilden his heires and Assignes for euer to the onely pper use and behoofe of him the said Joseph Tilden his heires and Assignes for euer to bee holden of our Soflaigne Lord the King as of his Mannor of East Greenewich in the County of Kent wthin the Realme of England in free and Comon Soccage and not in Capite nor by Knights service by the Rent(and servic(thereof and thereout due and of Right accustomed and wth warranties against all people for euer by these prnt from by or vnder him claymeing any Right title or interrest of and into the said prmisss or any pt or pcell thereof And the said Manasseth Kempton doth further couenant and graunt by these prntf that it shall f may be lawfull for the said Joseph Tilden his heires and Assignes either by themselues or their Attorney to

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record or enroll these prots or cause them to be recorded and enrolled in his Maties Court at Plymouth before the Goûn's for the tyme being according to the vsuall manner and order of recording and enrolling eucdences in such case puided In witnes whereof the said Manasseth Kempton hath herevato set his hand ℓ seale the twenty eight day of January in the xxth yeare of the Raigne of o' Soûlaigne Lord Charles by the grace of God King of England Scotland ffrance ℓ Ireland defendor of the fayth ℓ . Annoq; Dñi 1644.

MANASSETH KEMPTON.

Sealed and Deliûed in the prence of Nathaniell Sowther Nathaniell Morton



And it was further vnderwritten as followeth in the prence of the said Nathaniell Sowther (Nathaniell Morton viz). And I do authorise hereby William Brookes for me (in my name (stead into any pt of the said primiss to enter and peaceable (quiet possession thereof for me (in my stead to deliuer in name of the whole vnto the said Joseph Tilden according to the true intent purport (meaneing of these print).

MENASSETH KEMPTON.

And endorsed as followeth vizy. Deliuery of seisin and possession was given by the said Willm Brookes wth in named to the wth in named Joseph Tilden in their pp psons according to the intent of the deede wthin written and by the appointment of the wthin named Manasseth Kempton the third of March 1644 in the presence of Nathaniell Byam Thomas Tilden John Williams Gilbert + Brooke.

*Winslow Goû.

The third of March 1644.

EMORAND That Joyce Wallen widdow doth acknowledg that for and in consideracon that Gyles Rickett sen^r shall winter her a cowe so long as shee liueth in Plymouth or elswhere hath freely and absolutely bargained and sold vnto the said Gyles Rickett one acree of meddow land bee it more or lesse lying at Hobbs hole wthall and singuler thapp^rtences therevnto belonging and all her right title and interrest of and into the same and euery pt thereof To haue and to hold the said acree of meddow land

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vnto the said Gyles Rickett his heires and Assignes for eû to the onely pp use and behoofe of him the said Gyles Rickett his heires and Assignes for euer./

that for and in consideracon of the sum of fourty shillings. Tenn shillings whereof is in hand payd and thother thirty shillings to be payd by the said Gyles Rickett in October next hath freely and absolutely bargained and sold vnto the said Gyles Rickett half an acree of marsh meddow be it more or lesse lying at Hobbs hole and adjoyneing vnto the foresaid acree (bought of Joyce Wallen) and all his Right title and interrest of and into the same To have and to hold the said half acree of marsh meddow be it more or lesse with all ξ singuler thapprefield therever belonging vnto the said Gyles Rickett his heires ξ Assignes for e ξ and to the onely pper use and behoofe of him the said Gyles Rickett his heires and Assignes for ever.

MEMORAND the same day That Josias Cooke doth acknowledg That for ℓ in consideration of the sum of fiue pounds to be payd him in Cowe Cattell or swyne at Plymouth in October next by Gyles Rickett sent hath freely and absolutely bargained and sold vnto the sayd Gyles Rickett his heires and Assignes All that his barne ℓ garden place and fence about the same adjoyneing to the house and garden place of the said Gyles Rickett on the north side and all his Right title and interrest of and into the said primisse every pt thereof with their appritence To have and to hold the said Barne and garden place with the fenc about the same with all and every thappritence therevento belonging vnto the said Gyles Rickett his heires and Assignes for ever to the onely pp use and behoofe of him the said Gyles Rickett his heires and Assignes for ever.

puided That the said Gyles Rickett shall not enter vpon the p^rmisss vntill the said Josias Cooke haue reaped the corne w^{ch} he shall sowe this spring vpon the said garden place./

A deed recorded the 4th march 1644 as followeth October the 25th 1642.

THIS witnesseth That I Peter Collymore of Sittuate in the Corporacon of New Plymouth in New England haue fully sold and bargained for my whole parte and share of my house and land wen I haue in petership went John Hearker vnto Willim Wills of Scittuate aforesaid and haue fully and

absolutely sold the halfe of the houseing and the half of the land both of the vpland as also of the Marsh land together wth all the appurtenances therevnto beloinging to the said William Wills and his heires foreuer and haue and do by these p^rsents give him absolute Right and title and all Interrest that I haue in the said house ℓ lands free from my self ℓ my heires execut^r ℓ or successors for euer and do make full surrender hereof vpon the xxvth day of october in the yeare An° Dñi 1642. wherevnto I Peter Collymore do set my hand and seale vpon the day of the date hereof.

Witneses PE Elisha Bisbe Walter Woodworth

PETER COLLYMER PC (Seal.)

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* The xxjth of March 1644.

EMORAND That John Smalley doth acknowledg That for and in consideracon of the sum of Nyne pounds and tenn shillings stert foure pound(whereof is in hand payd by Edmond Tilson and the residue is to be payd by him in twenty bushells of wheate and eleauen bushells of Rye the tenth day of October next good and merchantable corne Hath freely and absolutely bargained and sold vnto the said Edmond Tilson All that his house and houseing & garden place at Wellingsly wth the vpland& therevnto belonging at Wooeberry wth all his meddow lying at Warrens Wells and at Colebrook meddows in the woods and all his Right title and interrest of and into the said prmisss and every part and peell thereof To have and to hold the messuage buildings garden place wth the Vplands at Wooberry the meddowing at Warrens Wells and at Colebrook meddowes wth all and singuler thappritences to the said prmisss belonging and every pt and pcell thereof vnto the said Edmond Tilson his heires and Assignes for euer and to the onely proper vse and behoofe of him the said Edmond Tilson his heires and Assignes for euer.

It is agreed that the Corne shall be delified at Plymouth by the old measure.

Edmond Tillson hath fully satisfyed and payed mee John Smaley for the house land and meddow and theire appurtenances aboue written Witnes my hand this sixte of Nouember 1650

JOHN SMALY

The last of ffebruary 1644.

ROGER CHAUNDLER of Duxborrow acknowledgeth the sale of fine and twenty acrees of land to ffrauncis Godfrey of the same lying on the Northerne side of the ffreshett that ruñeth into Greenes harbour where the way to Sittuate crosseth the same being on the vpper side the said payth and butting on the lands of the said ffrancis on the other side the said payth, and adjoyneing to sixteene acres w^{ch} was given out to John Phillips to the Norward of it which said peell of land the said Roger hath sold for and in the consideracon of fourty shillings to be payd thone half in March following and the other half in March come Twelue months. The said Roger bynding himself and his heires to make good the same to the said ffrancis and his heires for euer.

passed before Edward Winslow Gourthe day and yeare aboue menconed.

*BRADFORD . Gour.

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EMORAND That Mr John Holmes of Plymouth Messenger doth acknowledg that for and in consideracon of the sum of twelue bushells of Corne or there abouts to him payd by Experience Michell of Duxborrow hath freely and absolutely bargained and sold vnto the said Experience all those his two acrees of Marsh meddowing lying next vnto the medow of experienc Michell aforsaid with all his Right title and Interrest of and into the same vnto the onely proper vse of him the said exsperienc Michell his heaires and asynes for euer.

The xiijth of June 1645.

MEMORAND That Willm Hiller of Duxborrow Carpenter doth acknowledg that for and in consideracon of the sum of fourty shillinges to him in hand payd by Willm ffoard of the same Miller wherewth he doth acknowledg himself fully satisfyed to payd Hath freely and absolutely bargained and sold vnto the said Willm ffoard all that peell of vpland lying on Duxborrow side on the west side of the heigh way leading from Plymouth to Duxborrow mill peell of the lands lately purchased of Robert Mendame contayneing by estimacon nine acrees be it more or lesse all his Right title and interrest of and into the said primiss with all and singuler thappreness therevuto belonging To have and to hold the said nine acrees of vpland be it

more or lesse wth thappressed vnto the said Willm ffoard his heires and Assinges for euer to the onely pp use and behoofe of him the said Willm ffoard his heires and Assignes for euer.

The vijth July 1645.

Released.

MEMORAND That Edmond Tilson doth acknowledg That for and in consideracon that John Dunham jun shall pay him thirteene bushells of Indian Corne and fiue bushells of Wheate at Major Sedgweeks in Charles Towne in the Massachusets Bay before thend of March next and three pounds more in Countrey pay by that tyme twelue months hath freely and absolutely bargained and sold vnto the said John Dunhame all that his house and garden place lying at Wellingsley lately purchased of Henry Wad wth all and singuler thapp tence therevnto belonging and all his Right title and interrest of and into the same and energy pt of peell thereof. To have and to hold the said house and garden place wth all of singuler thapp tences therevnto belonging vnto the said John Duhame his heires of Assignes foreuer and to the onely pper vse and behoofe of him the said John Dunhame his heires and Assignes foreuer.

This bargaine and sale was released before the Goûnor wth consent of both pties the ixth October following the date about about about a bout a bo

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*The 27th of Octobr 1647./.

EMORAND that Samuell Cutbert doth acknowledge that for and in consideracon of ye sum of Eight shillings xd in hand paid hath freely and absolutely bargained and sold vnto Giles Ricard sem one acre of vpland lying nexte Wellingsly brooke on the north side thereof being pte and pcell of an allottmt of land of iiij acres there lying abutting on ye Sea three acres whereof I formerly sold ye said Giles as vpon the Record thereof apprs. with all and singular the apprtence therevnto belonging and all his right title the interest of and in the same the cuty pte thereof to have to hold the said one acre of vpland wth all the singular the apprtences therevnto belonging vnto ye said Giles Rickard his heires therevnto to ye only pp vse the behoofe of him ye said Giles Rickard his heires assignes for euer.

xvijth of July 1645.

EMORAND that John Shawe junior doth acknowledg That for and in consideracon of the sum of foure pounds and tenn shillings to be payd him by Samuell Stertevaunt in good merchantable Beaver at or before the last day of October next ensueing the date hereof Hath freely and absolutely bargained and sold vnto the said Samuell Stertevaunt all that his lott of land lately purchased of Edward Dotey containing twenty acrees lying at the heigh cliff betwixt the lands of Samuell Cutbert on the Southside and the lands of John Shawe senior on the Northside and all his right title and interrest of and into the said prmisss wth their appurtences and every part and peell thereof To have and to hold the said lott of land containing twenty acrees wth all and singuler thappretence therever belonging vnto the said Samuell Stertevaunt his heires and Assignes for every

The xvth of August 1645.

MEMORAND That Samuell Cutbert doth acknowledg that for and in consideracon of the sum of thirty shillings to be payd vnto the said Samuell by Giles Rickett señ some pt thereof in linnen cloth and the rest otherwise hath freely and absolutely bargained and sold vnto the said Giles Rickett señ all those his three acrees of vpland lying next Wellingsly brook on the North side thereof and butting vpon the Sea wth all and singer thapprences therevnto belonging and all his Right title and interrest of and into the same and every pt and pcell thereof. To have and to hold the said three acrees of vpland wth all and singuler thapprences therevnto belonging vnto the said Gyles Rickett his heires and Assignes for every use and behoofe of him the said Gyles Rickett his heires and Assignes for every

The xviijth of August 1645.

MEMORAND That Richard Higgens doth acknowledg That for and in consideracon of the sum of twelve pounds to be payd in manner and forme following by John Churchwell That is to say five pounds the first of March next fourty shillings that tyme twelve months and fourty shillings the first of March 1647 and the remayneing three pound the first of March in the yeare of our Lord 1648 all went payment are to bee made in Corne or cattell or other current payment of the Countrey as they will then passe from

man to man at the said tymes of payment Hath freely and absolutely bargained and sold vnto the said John Churchwell all that his dwelling house outhouses and buildings wth the garden and orchard scituate neere Brownes Rock together wth the vplands therevnto adjoyneing And all his lands at Wooberry together wth his meddow at South ponds and at Colebrook meddowes towards Aggawam and all the fenceing now in and about any part of the prmisss and all his Right title and Interrest of and into the said prmisss wth their apprtence and euery pt and pcell thereof To haue and to hold the said house outehouses orchard and garden wth all and singuler the vplands f meddowes therevnto belonging or in any wise appertaining wth all and singuler thapprenees to the said prmisss or any part of them belonging or in any wise appertaining vnto the said John Churchwell his heires and Assignes for eû to the onely pp use and behoofe of him the said John Churchwell his heires and Assignes foreuer puided that it shalbe lawfull for the said Richard Higgens to take away the boards that lyne an innward roome and the bed stead and board? ouer head and some fruit trees in the Orchard so that he leave the said John thirty good fruit trees in the sd orchard And the foresaid payments to be made at Plym.

October the 29 1649.

Received by mee Richard Higgins full Satisfaction from John Churchill vpon all accoumpts from the beginning of the world to this p^rsent.

RICHARD HIGGINS

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*Bradford Gou^r 1645.

The xxvth August 1645.

EMORANĎ That Anthony Snow doth acknowledg that for and in consideración of the sum of six pounds eighteene shillings to be payd by Thomas Dunhame in manner & forme following That is to say thirty bushells of Indian Corne assoone as Corne is merchantable and sixteene bushells more of Indian Corne in Nouember 1647 to be payd at Plymouth at whose house the said Anthony shall appoynt yt Hath freely and absolutely bargained and sold vnto the said Thomas Dunhame All that his house and eight acrees of enclosed vpland be it more or lesse adjoyneing to the said house wth the lands lying at the head thereof vntaken in and all & singuler thappritence therevnto belonging And all his right title and interrest of and into the said primiss and every part and peell thereof To have and to hold the said house and lands wth all and singuler thappritences therevnto belong-

ing vnto the said Thomas Dunhame his heires & Assignes for euer and to the onely pp use and behoofe of him the said Thomas Dunhame his heires and Assignes for euer./

The xvjth Septemb^r 1645.

EMORAND That Morris Truant and Solomon Lenner of Duxborrow came before the Goûnor and acknowledged That they have mutually exchaunged their now Dwelling houses and vplands and meddowes wen now they have in possession or any graunt of The one wth the other So that the said Morris Truant shall have and enjoy the house vplands and meddow of the said Solomon Lenners weh he lately bought of Edward Bumpas and all the peell of Comon land wen the Towne of Duxborrow graunted the said Solomon lying betwixt the said house & land& purchased of Edward Bumpas as aforesaid and mr Aldens. To have and to hold the said house vplande meddow land and Comon land graunted as aforesaid wth all and singuler thapprened vnto the said Morris Truant his heires and Assignes for eft and to his f their onely p use and behoofe for eû And likewise That the said Solomon Lenner shall have and enjoy the house garden (buildings and vplands and meddow weh apptained to the said Morris Truant at Blew ffish Riuer wth all and singuler the appreence to the said prmisss belonging To have and to hold the said house houseing garden vpland and meddow at Blew ffish River wth all and euery thappreence to the said prmisss beloinging vnto the said Solomon Lenner his heires and Assignes for eû and to their onely pper use and behoofe foreû.

The xxiiijth Septemb^r 1645.

That whereas Edward Holman and Amy his wyfe by their deede beareing date the xvijth of Aprill 1644 in consideracon of the sum of xix^s vj^d to them in hand payd by Wiltm Browne haue freely absolutely bargained and sold vnto the said Wiltm Browne all those their six acrees of vpland lying in the New feild on the west side the land of Andrew Ring. And the said Wiltm Browne by his deede beareing date the xxiiijth of Aprill 1644 in consideracon of the sum of fifty shillings payd vnto the said W^m by John Harmon hath freely and absolutely bargained and sold the foresaid six acrees of vpland vnto the said John Harmon And now the said John Harmon doth acknowledg that for and in consideracon of the sum of thirty shillings whereof Twenty shillings is in hand payd by Webb Adey and thother tenn shillings to be shortly payd Hath freely and absolutely bargained and

sold vnto the said Webb Adey all the foresaid six acrees of vpland wth all and singuler thapprence therevnto belonging wth the fenceing in and aboute the same and all his Right title and Interrest of and into the said prmisss e every pt and peell thereof To have to hold the said six acrees of vpland and fenceing about it wth all and every thapprence therevnto belonging vnto the said Webb Adey his heires to Assignes for eû and to the onely pp vse and behoofe of him the said Webb Adey his heires and Asss for ever.

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*BRADFORD Gour.

The xxvjth Septemb^r 1645.

EMORAND That Josias Cooke doth acknowledg That for and in consideracon of one heiffer to him in hand payd and delived by Gyles Rickett Señ of Plym weaver whereof he doth acknowledg him self fully satisfyed and payd hath freely and absolutely bargained and sold vnto the said Gyles Rickett All those his nine acrees of vpland lying at Taughtacanteist hill on the south side Plymouth brooke six acrees whereof was lately purchased of mr Steeven Hopkins and thother three acrees of Samuell ffuller wth all and euery thapprtence therevnto belonging and all his Right title e interrest of and into the same and euery pt e pcell thereof To have and to hold the said Nine acrees of vpland wth all and singuler thapprtence therevnto belonging vnto the said Giles Rickett his heires and Assignes for euer behoofe of him the said Gyles Rickett his heires and Assignes for euer/

The xxvth Septemb^r 1645.

Improvementation of the sum of five pound stert (and one Goat Kid in hand) to be payd by John Dunham jun in Corne or Cattell but not aboue a third pt in Indian Corne as the prises are at the tyme of payment that is to say fifty shillings the first of October come twelves months and thother fifty shillings that tyme twelve months after at the said Nathaniells house in Plymouth or where he shall appoynt yt Hath freely and absolutely bargained sold vnto the said John Dühame all those his tenn acrees of vpland be it more or lesse and the fence about the same and the garden place lying a Wellingsly wth all and singuler thapp tences therevnto belonging wth all his right title and interrest of and into the same and every pt thereof To have and to hold the said tenn acrees of vpland be it more or lesse and the garden place wth all and every their app tence vnto the said John Dunhame his heires and Assignes for eû and to their onely pper vse & behoofe for ever.

The ixth October 1645.

EMORANĎ That mr Robte Hicks doth acknowledg That for and in consideración of the sum of foure pound to be presently payd by Georg Partrich in two hoggs and the rest in Corne Hath freely and absolutely bargained and sold vnto the said George Partrich all that peell of Marsh meddow lying from a little brook behynd a peell of land sold to mr Raph Partrich to the Marsh meddow of mr John Howland containing two acrees be it more or lesse and all his right title and interrest of and into the said prmisss wth their apprtence To have and to hold the said two acrees of Marsh Meddow be it more or lesse bounded as aforesd wth thapprtences therevnto belonging vnto the said Georg Partrich his heires and Assignes forest and to the onely pper use and behoofe of him the said George Partrich his heires and Assignes for est. Provided That the said George Partrich his heires and Assignes shall make and continue a fence on the Creek side next to mr Hicks sufficient to keep out Cattell.

The said mr Robte Hicks hath also graunted a swampe running from the Marsh to a well towards John Handmores house vnto the said Georg Partrich for tenn yeares from the first day of Octobr last to be used for graseing and mowing (if vpon improvement it will make meddow: And at thend of the said terms of tenn yeares to leave it to the said Robte Hicks his heires & Asss.

*BRADFORD Gour.

WHEREAS William Brewster late of Plym gent deceased left onely two sonnes surviveing vizt Jonathan the eldest and Loue the yeonger And whereas the said William died intestate for ought can to this day appeare The said Jonathan and Loue his sonnes when they returned from the buriall of their father to the house of Mr Willm Bradford of Plymouth in the presence of Mr Raph Partrich Pastor of Duxborrow Mr John Reynor Teacher of the Church at Plymouth and Mr Edward Buckley Pastor of the Church at Marshfeild and many others being exhorted to honor their Revend father win a peaceable peeding about the division of his estate between them. The said Jonathan first answered for his part that although hee were the elder yet was willing to devide lands and goods equally betweene himself and brother. And if in case any difference should arrise betweene them that it might be soone suppressed said he heere are four of my fathers deere and auncient frends viz Mr Willm Bradford then Goûnor of Plymouth Mr Edward Winslow of Marshfeild Mr Thomas Prence of Plymouth aforesaid and Captaine

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Miles Standish of Duxborrow. And if my brother please to accept my motion whereinsoeû we shall differ we will stand to their award weh shalbe as firme as if it had beene done by our father to To all went the said Loue Brewster condiscended to the greate satisfaccon of the whole Assembly the said freinds of his father being there also present who willingly engaged themselues therein to the vtmost of their power. And whereas afterward difference arose betweene the said brethren Jonathan and Loue in diuers pticulers about the late dwelling house of their said father at Duxborrow wherein the said Loue dwelt and had donn from his marriage to that instant also about certaine accompt wherein Jonathan was made debtor to the estate in a large sume (& Herevpon according to pmise they referring themselues to the said speciall and most intimate frends of their said father the said Edward Winslow afterterwards Goûnor of Plymouth Mr Willm Bradford Mr Thomas Prence and Captaine Miles Standish aforesaid haueing heard divers thinges alleadged on Loues behalf to proue that the said House and half the Lands of the said Willim belonging therevnto aswell as any other the lands of the said Willim devided or to be devided wth an entire half part of the estate of the said Willm was given to the said Loue and Sarah his wyfe vpon a Couenant of Contract of marryage to be due at the death of the said Willim Brewster now deceased. All weh was offerred to be prooued legally if neede require by solemne pmise though not in writing The said Jonathan also offerring to take off vpon oath the greatest pt of the said debte also to The said Edward Winslow Willm Bradford Thomas Prence & Captaine Miles Standish being well acquainted wth their said case aswell by divers thinges heard from their reflend father in his life as by the evedence now offerred to be pduced on both sides determyned as followeth And first of all for the said debts wen were alleadged against the said Jonathan the elder brother by the said Loue the yonger as aforesaid we conceive that if their father had not acquitted them before his death yet hee would neft haue charged his eldest sonn wth them in regard of his greate charge of children and so beleeueing it was donn actually or intentiuely or both we discharged Jonathan of all the said debt his brother made him debtor to the estate aforesaid except foure pounds sterling weh wee award him to pay his brother Loue in consideracon of the wintering of some cattell wen the said Jonathan had the sommering vpon the division and for the dyett of Isaack Allerton a grandchild of the said Willm weh he had placed wth his sonn Loue to table And because hee was the first borne of his father we gaue him his fathers Armes and also a two yeare old heiffer ouer and aboue his part of the devideables of the said estate. And for the Dwelling house aforesaid of the said Willm wherein the said Loue Brewster resided we were so

well acquainted wth the purpose of the sd Wiltm now deceased and the evidence offerred for proofe seemed to us so strong as wee beleeueing the said Willm had actually or intentiuely or both given the said house to his sonn Loue and Sarah his wyfe and their heires to Wee the Edward William Thomas and Myles awarded the said dwelling house to the said Loue and Sarah his wyfe and their heires & together wth half the said Estate of Lands goods and cattells except before excepted and aswell such other lands as are not yet divided blonging to the said Willm as a Purchaser of the Patent (Plantacon of New Plymouth aforesaid as that at Duxborrow whereon hee liued And whereas some differrence might have arrisen about the division of the said Lands at Duxborrow Mr Willm Vassell being requested to survey the said Lands he made a division of yt in two parts being an hundred (eleauen acrees of vpland or thereabout viz to Jonathan Brewster an sixtie eight acrees or thereabouts weh lay entire together next a dwelling house weh the said Jonathan had built on the said land by the leaue of his said father and all the meddow on that side a creeke (weh divideth the greatest part of the said land) below a Bridg on the way betweene the houses of Jonathan and Loue his brother And to Loue Brewster fourty three acrees of vpland or there abouts adjoyneing to his dwelling house whereof thirty acrees was cleered land and almost all in tillage the other thirteene being woodland as it was deuided in the said Plott drawne by the said Surveighor and marked out and allowed by us except a pcell of land about three quarters of an acree pte in the garden of the said Jonathan and pt in a Swamp adjoyneing wherein onely the *said Jonathan had Water to his house as it was marked and staked by us Also we gaue vnto Loue Brewster all the meddow on that side the Creek adjoyneing to his land where he liueth and also that smale pcell weh lyeth aboue the Bridg betweene their two houses before expressed And the reason wherefore we gaue Loue the lesse quantitie was and is because the quallity of Loues land in goodnes is equall to the quantitie of Jonathans as we judg And that this is the full determinación of vs the said Edward Willm Thomas and Myles vpon the reference aforesaid of the said Jonathan and Loue as wee are pswaded in our consciences to be equall and just haueing to our best abillities faythfully discharged our duties towards God their deceased father our former worthy frend and towards Jonathan and Loue his onely children remayneing In Witnes thereof we have put to our hands and ordered it to be put vpon the Records of the Gouerment. ffinished at Plymouth the xxth August 1645.

> WILLIAM BRADFORD THO: PRENCE

EDW: WINSLOW MYLES STANDISH.

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* A deed acknowledged and recorded the vjth of January 1645 in these word(following

O all people to whom these prats shall come Richard Chadwell of Sandwich in the Goûment of New Plymouth in New England in America Ship Carpenter sendeth greeting Know yee That the said Richard Chadwell for and in consideracon of the sum of thirty and fiue pounds and fiue shillings stert to him in hand payd by Edmond ffreeman thelder of the same Gentlem whereof and wherewith he doth acknowledg himself fully satisfyed and payd and thereof and of every part of peell thereof doth exofiate acquit and discharge the said Edmond ffreeman his heires Execut^r and Administrat^rs and every of them for euer by these prnts Hath freely fully and absolutely bargained sold enfeoffed and confirmed and by these prnts doth bargaine sell enfeoff and confirme vnto the said Edmond ffreeman his heires and Assignes for euer All that his dwelling house scituate (being in Sandwich aforesaid wth one Barne and stalls for cattell adjoyneing therevnto and all the stauncheons for cattell and all other edifices and buildings whatsoeuer to the same belonging wth all the doores locks dressors benches glasse and glasse windowes wth the wooden shutte to them belonging and the bedstead matt and bedcord in the said house together wth all lands to the said house belonging or any other lands to him appertaining in Sandwich aforesaid whether vpland or meddowing tilled or vntilled fenced or vnfenced wth all and euery thapprtences to the said prmisss or any pt of them belonging lying & being in Sandwich aforesaid and also all the dong or manure already made or to be made before thend of May next whilst the said Richard Chadwell occupyeth the said prmisss or any part of them and also all the apple trees standing or groweing in & vpon the prmisss together wth all woods vnderwoods trees and tymber whatsoeuer lying growing and being vpon the said prmisss together wth all his Right title and interrest of and into the said prmisss and their appurtences and every part and prcell of them And also all the Right title and Interrest clayme and demaund That the said Richard Chadwell hath or may or ought to haue in any lands in Sandwich aforesaid or otherwise by reason of his Committeeship or any sum or sums of money therefore due vnto him either in regard of charges disbursed by him or any paynes taken for the setling of the said plantacon of Sandwich in the begining thereof and all such lands whether vplands or meddowing or both as shalbe at any tyme hereafter further added and graunted to the said dwelling house by the Committees or Townesmen of Sandwich aforesaid To have and to hold the said Dwelling house barne stalls adjoyneing wth the stauncheons for cattell edifices buildings wth all doores locks windowes glasse and glasse windowes wth their shutts and all benches dressors bedstead matt and bedcord in the house together wth all lands vplands and meddowing whether fenced or vnfenced tilled or vntilled together wth all appletrees woods vnderwoods trees and tymber lying being and groweing in and vpon the bargained prmisses and the pprietie in them wth all and euery thapprenees to the said prmisss or any of them belonging or any wayes appertaineing vnto the said Edmond ffreeman thelder his heires and Assignes for euer and to the onely proper use and behoofe of him the said Edmond ffreeman his heires and Assignes for euer to be holden of our Souaigne Lord the King as of his Mannor of East Greenewich in the County of Kent wthin the Realme of England in free and common Soccage and not in capite nor by knights service by the Rent(and service thereof and thereout due and of right accustomed And wth warranties against all people whatsoeû from by or vnder the said Richard Chadwell or by his title claymeing any right title or interrest of and into the said bargained prmisss or any pt or pcell of them wth their apprtences whatsoeuer And the said Richard Chadwell doth further couenant and graunt by these prnts that hee the said Richard Chadwell at the tyme of the bargaine & sale makeing of thabouesaid prmisss is and was the Right and lawfull owner of thaboue bargained prmisss And doth lastly couenant and graunt by these prnts That it shall and may be lawfull to and for the said Edmond ffreeman either by himself or his Attorney to record and enroll or cause to be recorded and enrolled the title and tenor of these prnts in his said Mate Court at Plymouth aforesaid before the Gouernor for the tyme being according to the usuall manner and custome of recording (enrolling Deeds and eucdences in such case made and puided. In witnes whereof the said Richard Chadwell hath to these prntf set his hand and seale the sixt day of January in the one and twentyeth yeare of the Raigne of our said Sofiaigne Lord Charles by the grace of God King of England Scotland ffrance (Ireland Defendor of the fayth (& Annoq3 Dñi 1645.

Sealed and delified in the p^rsence of

Nathaniel Sowther Thomas Willet Wilłm Paddy RICHARD CHADWELL his seale

Endorsed as followeth

Memorand that quiet and full possession and seasin of the house and prmisss whin named wh their appurtenance was given and received by the whin named Richard Chadwell and Edmond ffreeman in their owne pper persons according to the true intent and tenor of the whin written deed the , day of January 1645 in the prence of

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*The vjth of January 1645 this ensuing acquittance vnder hand and seale was shewed and ordered to be recorded in these words following viz_s.

EE it knowne vnto all men by these prnts That I Thomas Taylor of London merchant haue remised released exonerated acquitted discharged and for euer quite claymed And by these prnts do for me my heires executors and administratrs and assignes remise release exonerate acquit discharge and for euer quite clayme vnto Richard Chadwell (Thomas Chadwell of Sandwich in New England Shiprights All and all manner of actions cause and causes of actions suits debts accounts reckenings bonds bills specialties judgment execucions condemnacions trespasses controuersies differrences claymes and demaunds whatsoeuer which I the said Thomas Taylor heretofore haue had now haue or hereafter may or might haue against the said Richard Chadwell and Thomas Chadwell their executrs administrator or Assignes for any matter cause or thing whatsoed from the begining of the world vntill the day of the date hereof In witnes whereof I have herevnto put my hand and seale the second day of June Anno Dñi 1645 Añoqs Regn Dni nri Caroli Dei grac Angł Scot ffranc (Hibnie Regl fidei defensor fe vicesimo primo.

Sealed and deliuered in the presence of William Moore Scr Daniell Crofford THOMAS TAYLOR



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*BRADFORD Gour

The vjth day of January 1645.

HEREAS there was a Debt of 54^{li} or ther about oweing vnto M^r Arthur Mansfeild of London Haberdasher by M^r Edmond ffreeman sen^r of Sandwich about fiue yeares since for w^{ch} Debt the said M^r ffreeman gaue his bill to the said M^r Mansfeild the w^{ch} vpon payment was not deliuered but pmised to be cancelled onely a coppy thereof sent vnder publike notaries hands and a tre of Attorney to M^r John Evance of Quillpeock for receipt thereof and diuers other tres written about the same and least the said principall should be sued against the said Edmond ffreeman his Execut^r or administrat^r all the tres and writings were ordered to be recorded that they might euedence the payment thereof if any suite or trouble should hereafter arise about the same.

The coppy of the originall bill.

MEMORANĎ I Edmond ffreeman of New England do acknowledg to owe and to be endebted to Arthur Mansfeild cittizen and Haberdasher of London the sume of two and fifty pounds foure shillings and eight pence and is for a peell of hatts weh hee hath put for me abord into the Planter weh I Edmond ffreeman do acknowledg to be endebted to him And for weh payment I Edmond ffreeman do bynd mee my execut and administrat or assignes to be payd to the said Arthur Mansfeild his execut administrat or assignes six months after the said hatts shall safely be landed in New England. In witnesse whereof I Edmond ffreeman haue set my hand the seale this present twentieth day of July flifteene yeare of the Raigne of our Sofiaigne Lord King Charles.

Sealed and delified in the presence of

Edmond ffreeman.

John Ward John Morley Henry Rashlegghe

This is a true coppy of the originall examined by me

HENRY RASHLEGGHE FRAN: NELMES.

And this coppy was thus endorsed on the backside

Juñ the 12th 1644.

Re \tilde{c} of M^r William Paddy the sum of twelve pounds in full of his bill for the vse of M^r Arthur Mansfeild of London by order of his tre of Attorney made to M^r John Evance of Quillpiock I say Re \tilde{c} p^r me ffra. Norton.

41^{li}. 0^s. 0^d was payd before and now received more 2^{li}. 11^s. 3^d for charges.

And I pmise for my self my heires ℓ execut^r ℓ ℓ administrat^r ℓ to make good any damnage that shall come to M^r ffreeman in England about this bill.

These receipt (pmise was written and subscribed the day and yeare aboue written in the prence of me Willm Collyer and Willm Paddy.

And further endorsed thus. viz§ the true coppy of Mr ffreemans bill witnessed by Mr Colleborne and his man that was witnes here his mans name is Henry Rashley the other two witnesss are in New England.

The Ere of Attorney.

NOW all men by these present That I Arthur Mansfeild cittyzen and Haberdasher of London haue assigned ordayned made deputed authorized and in my place and stead by these present do put and constitute John Evans of Quinipiake in New England merchant my true and lawfull Attorney for mee and in my name and to my use to ask levy sue for recouer and receive all such debte duties and sumes of money as now are and weh hereafter shalbe due oweing or belonging vnto me by or from any person or persons whatsoeuer in New England aforesaid by bill bond booke contract account reckoning specialty pmise or otherwise howsoeuer Giueing and by these prntf graunting vnto my said Attorney my full power and lawfull authorytie touching the prmisss and for me and in my name to doe say answere follow peede defend and execute in all and singuler the prmisss And the debtors and detayners of the prmisss or any of them or any pt thereof for none payment of the said debts duties and sums of money or any of them or any part thereof to psecute by all such lawfull wayes and meanes as fully as law will pmitt And vpon receipt thereof or any pt thereof acquittance or any other discharges therefore for mee and in my name to make seale and deliuer And one Attorney or more vnder him to make and substitute and at his pleasure to revoake the same againe And further to do execute affect and follow all and every other act and acts thing and things needfull in and about the prmisss or any pt thereof as fully and effectually to all intent? and purposes as I my self might doe if I were psonally present And I doe (will at all tymes hereafter ratyfy allow and confirme all and whatsoet my said Attorney shall do or cause to be donn needfull in or about the prmisss or any part thereof by these pratf In witnes whereof herevato I the said Arthur Mansfeild haue set my hand and seale yeouen the nine and twentieth day of october Anno Dñi 1639 and in the fifteenth yeare of the Raigne of our Souaigne Lord Charles of England &.

Sealed & delifted in the prence of

ARTHUR MANSFEILD

Henry Colbron

Fran: Nelmes

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*The sefiall tres: as followeth.

Mr ffreeman I have assigned yor bill ℓ debt over vnto my brother Evance weh was for the beuers and hat ℓ you bought of me a little before yor going hence now my request vnto you is that yu wilbe pleased to pay the

sum due to me by bill vnto my brother Evance the bill is 52^t j^s. 2^d the charges w^{ch} I disbursed afterwards was 2: 11: 3^d which is in all 54^t. 12^s. 2^d. I suppose my brother wilbe contented to receive the money here, if you will take care it shalbe currently payd, my man when he tooke the bill of you, did not know what the charges was, but you shall fynd that the charges is not included in the bill of psells you had when you signed the bill, I have sent you the pticulers in a note what the charges were, my brother Evance discharg shall acquitt you if you pay him there, or if you appoynt payment here, then I shall deliû up the bond to him that makes payment heere, I pray good S^r fayle not of makeing satisfaccon And if you can do any good wth our comodities I pray you give order for another pcell, And so wth my love remembred to you I rest

London this 26th of ffebr: 1639.

Yor loueing frend ARTHUR MANSFEILD

and supscribed thus

To his very loueing frend

Mr ffreeman att

in New England this dd

I pray

Another Ere

Loueing frend

I wrote to you by the first ship and so also by a ship from Bristol to pay the money you owe me vnto my brother in law Mr John Evance who hath power from me to give you a discharge and hath a true coppy of your bond I haue assigned the same ouer vnto him for money that I owe vnto him, the money is to be payd heare by yor pmise, and I know brother Evance had rather haue it payd to one Mr Mayer a hosier his brother in law, at whose house hee lodged when he was last heare, and Mr Strang I conceiue will pay it, if you order him to do it, but then I hope you wilbe vpon certaineties, that he shall haue wherewth to do it and so wth my loue remembred to you expecting yor carefull pformance thereof I rest

London this 2^d of Aprill 1640.

© supscribed thus

To his very loueing frend

Mr ffreeman in New

England this be dd

I pray.

yor loueing frend ARTHUR MANSFEILD. Another tre

Mr ffreeman

I have assigned yor bill and debt oft vnto my brother Evance weh was for the beauers ℓ hatts you bought of me a little before your going hence now my request to you is that you wilbe pleased to pay the sum due to me by bill vnto my brother Evance the bill is 52^{t} . 01. 02^{d} . the charges weh I disbursed after was 2^{t} . 11^{s} . 3^{d} . weh is in all 54^{t} . 12. 2^{d} , I suppose my brother wilbe contented to receive the money heere if you take care it shalbe currently payd, my man when he tooke the bill of you knew not what the charges were, but you shall fynd that the charges is not included in the bill of peells you had when you signed the bill I have sent you the pticulers in a note wth what the charges came to, my brother Evance discharge shall acquitt you fully, if you pay him there, or if you appoint payment here, then I shall deliû up the bill to him that makes payment here, I pray (good Sr) fayle not of makeing satisfaccon, and if you can do any good wth our comodities I pray you give order for another peell ℓ so wth my love remembered I rest

London this 17th Aprill 1640.

Yor loueing frend

I sent a coppy hereof by M^r Cutting ARTHUR MANSFEILD y^e bill payable to Barnabas Meayre Hosiere Lõ.

And supscribed thus

To his very loueing frend M^r

ffreeman in New England passenger
the last yeare in the Champion.

A tre of Mr Evance.

Quillipiacke this 23° of Junij 1640.

Mr ffreeman Salutacons primised as vinknowne (c Sr these serue onely to request yr payment of 54. 12. 5 due to my brother Mansfeild to Mr Marye Nortonn of Charlestowne according to my brother his tre, wch is to request the payment of it to mee or my assignes, I have therefore my occasions being vigent here assigned my sister Norton to receive it for me whose discharge I shall entreate you wch is my order to serue as amply in full of the bill wch remaynes in my assigne his hand as if were preent my self to give you it, thus relying on yr complying wth my brother his order for the payment of it either in money or by bill of exch for England to my sister Norton I take leave and rest

and supscribed thus

Yors JOHN EVANCE

To Mr ffreeman at Sandwich đđd In

Mattachusett Bay

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* Bradford Goun'.

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Another tre.

Charlestowne the 5th Augo 1640.

Mr ffreeman This day fynd me wth yors of 28° last or rather yor frend? Mr Wiltm Paddy intimating Yor care to complye wth the payment of the mones, and therefore your care hath beene to puide a good bill of 33t onn my brother Mansfeild due from him to Mr Kemp of Duxbridg wth shall not accept of not knoweing how it can proue good being charged on one whoe is fayled already, and therefore shall expect the payment of the whole 54":12:4d from you whereas you advize of but 52t due the rest as by him you will preciue to bee for charges. Sr I should be loath to trouble you or my self wth further lynes if may bee avoyded, but if bee not to bee prured wthout it must be enforced to it, and shall expect satisfaction for the tyme if am kept wthout it, if here bee to bee prured but desire may not bee forced to it so expecting yor suddaine payment of the whole to my brother Norton who can shew a further order of my brother Mansfeild I rest

And was supscribed
To his Lo: ffrend Mr
William Paddy at
Plymouth this
bee dd

Yors JNO EVANCE

*BRADFORD Goûn'.

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Manasseth Kempton of Plym at the speciall instance and request of Ephraim Kempton of Scittuate by his bond or obligacon beareing date the thirtieth of Octob^r Anno Dni 1645 standeth joyntly and seually bound together wth the said Ephraim in the sum of fourty pounds to the Goun of New Plym for the tyme being to make a true and just account and to pay all such debts as Ephraim Kempton sen late of Scittuate aforesaid deceased was endebted at the tyme of his decease so farr as the estate he left would amount vnto wth vpon tres of Administracon graunted by the Court appeared to be the sum of twenty six pound or thereabout And whereas also the said Ephraim Kempton hath had and received the said estate into his owne hands Now Know yee That the said Ephraim Kempton for the secureing saueing harmelesse and vndampnifyed the said Manasseth Kempton his heires Execut and Administrat and every of them for ever hereafter of from concerneing

the said obligacon and the condicon thereof and everything therein contayned hath by these prnt made assigned and set ouer vnto Mr Willm Paddy of Plym aforesd Merchant All his landf goods and cattells whatsoed in New England to be and remayne from tyme to tyme (at all tymes hereafter for the secureing saueing harmelesse and vndampnifyed the said Manasseth Kempton his heires Execut^r and Administrat^r and every of them from any losse hindrance detryment or damnage weh may or shall arise or happen vnto them or any of them by reason or concerning the said obligacon and the condicon thereof or any thinge therein contayned and hath deliuered vnto the said Willm Paddy in name of full possession and seizin of the said land good cattells f prmisss aforesaid puided that when the said Ephraim shall poure a quietus te from the Court or other sufficient discharg or acquittance that then the said landf goodf f cattells to returne vnto him the said Ephraim as in his form estate notwithstanding these prnt In witnesse whereof the said Ephraim Kempton hath acknowledged these prnt before the Goûnor to remayne vpon Record the day and yeare abouesaid.

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*BRADFORD Gour

This deed was acknowledged in the genall Court the third March 1645 by both pties.

An agreement made the xxth January 1645 betweene Robert Barker and Raph Chapman both of Marshfeild viz^t.

THEREAS Robert Barker is bound to attend and mayntaine the fferry at New Harbor in Marshfeild the aforesaid Raph Chapman doth take vpon him and bynd himself his heires executrs or Assignes to attend this fferry and wholly to discharg Robte Barker and all men els of it, And in consideracon hereof the aforesaid Robte Barker doth freely give him a horsboate and and a skiff and the fferry house and barne and two acrees of planting ground adjoyneing to the house onely Robte Barker is to haue liberty to take off his donge and the inward fenceing about the garden and the house till the last of March next ensuing come twelve months and for this ground weh the said Robte Barker doth giue him it is to be fenced in pticuler, one of them to make the one half and thother of them to make thother half, to make and mayntaine this a sufficient fence wth palyzadoes or post e rayles sufficient for to keepe out all kynd of Cattell; and the said Robte Barker is to have the use of the horseboat for the carrying of his fence for his marsh and his thatch for his house and barne and hee is to leave the horse boate and skiff sufficiently fitt and serviceable for the present use of carrying ouer men and

cattell, and the said Raph Chapman is to set ouer Thomas Howell John Barker and Robte Barker both them and theires freely wthout paying ferryage for euer or so long as the ferry is kept in that place and the said Robte Barker is to have the use of the ferry house till the last of October next ensuing, but Raph Chapman is to have the use of the barne the next harvest, and the said Raph Chapman is to take vpon him and attend the ferry two or three dayes after the next March Court, and also to enter the land at the next March: and for witnes hereof they both set downe their hand?

The marke of ROBTE BARKER.

The marke of RAPH CHAPMAN.

Witnesses hands
Thomas Howell
John Barker
Nathaniell Byam.

*BRADFORD Gour

1645. *210

EE it knowne vnto all men by these prnt That I John Beauchamp of London Merchant for divers good causes and consideracons me mooueing haue made ordayned and in my stead f place put and constituted and by these prnts do make ordaine and in my place and steede put & constitute Edmond ffreeman of New England Gent my true and lawfull Attorney and Assignee for me and in my name and to my use To ask demaund levey recouer and receive by all lawfull wayes and meanes whatsoeur of and from all and euery pson f psons in New England whom it doth or shall concerne all such some and somes of money debte duties and demaunde as are or shalbe to me due or payable by or from them or any of them by any wayes or meanes whatsoeil Giueing and by these prnt graunting vnto my said Attorney all my full power and lawfull authoritie concerneing the prmisss All and euery pson and psons whatsoeuer whom it doth shall or may concerne their Executrs Administrat's and goods if neede shalbe to sue arrest attach seize sequester ympleade imprison and condemne and out of prison againe to deliuer and to appeare before all and all manner of Judges Justices & ministers of the law And vpon recouery or receipt of the prmisss acquittances or any other discharges in my name for and concerneing the same to make seale and as my deed to deliuer And one Attorney or more under him to make substitute and revoake and genally to doe execute prosecute and pforme all and euery other act (act(thing and things whatsoeuer weh in and about the prmisss shalbe needfull necessary or convenyent as fully and effectually as I myself might or

could doe psonally Holding and allowing for firme ℓ effectuall all and whatsoeuer my said Attorney his substitutes or Assignes shall lawfull doe or cause to be donn in or about the prmisss by vertue hereof In witnes whereof I the said John Beauchamp haue herevnto put my hand and seale yeouen the eleauenth day of July 1639 and in the fifteenth yeare of the Raigne of or Soûaigne Lord King Charles ℓ e.

JOHN BEAUCHAMP

Sealed and delived in the pance of

John Rolfe Scr

Rich: Harris his serv^t.



And the said Edmond ffreeman doth acknowledg by these prate That by vertue of the said are of Attorney hee hath had and received in lands according to their seuall valuations of them two hundred ninetie and one pounds and tenn shillings to security by specialty for the payment of the remaynder of the said sum of foure hundred pounds: Twenty pounds being allowed and abated by the said Edmond ffreeman wen in all doth amount vnto the said sum of foure hundred pounds In consideration whereof the said Edmond ffreeman hath delifted them the said Wm Bradford Edward Winslow Thomas Prence Miles Standish John Alden and John Howland the generall Release or acquittance of the said Mr John Beauchamp being date the twenty eight day of Aprill Anno Dñi one thousand six hundred fourty three and in the Nineteenth yeare of his said Matt now Raigne of England te.

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*BRADFORD Gor

The seaventh day of March Anno Dñi 1645. xxjº Caroli Rf.

PON the ending of all the differrences vpon a demaund of foure hundred pounds betwixt Mr John Beauchamp of London merchant on the one pt And Mr Willm Bradford Mr Edward Winslowe Mr Thomas Prence Mr Miles Standish Mr John Alden Mr John Howland (Mr Isaack Alerton and the heires of Mr Willm Brewster deceased of thother pte these lands ensuing were setially acknowledged the xvijth day of March Anno Dñi 1645 aforesd to Mr Edmond ffreeman as Attorney for the said Mr Beauchamp by vertue of a tre of Attorney beareing date the eleauenth day of July Anno Dñi 1639 in the xvth yeare of his said Maties now Raigne made by the said John Beauchamp vnto the said Edmond ffreeman as also another tredated the fourth of June Anno Dñi 1645 to take receiue satisfaccon in lands or any thing els.

EMORANĎ the same day M^r Wilłm Bradford doth acknowledg That for and in consideracon of the sum of twenty and seaven pounds to him allowed vpon the said account in payment to M^r John Beauchamp Hath freely and absolutely bargained and sould vnto M^r Edmond Freeman All that his house scituate in Rehoboth (als) Seacunck wth six acrees and seauen acrees of meddow wth about fourty acrees of vpland wth all such pporcons as shalbe added therevnto wth all \(\empty \) euery thapp tences therevnto belonging and all his Right title and interrest of and into the said p^rmisss and euery pt and pcell thereof To have and to hold the said six acrees more or lesse and seauen acrees of meddow wth about fourty acrees of vpland and such pporcons as shalbe therevnto added wth all \(\empty \) euery their appurtence vnto the said Edmond ffreeman his heires and Assignes for euer to the onely pper use and behoofe of him the said Edmond ffreeman his heires and Assignes for euer.

FMORAND the same day Mr Edward Winslow doth acknowledg That for and in consideración of the sum of thirty ℓ eight pounds allowed vpon the said account in payment to Mr John Beauchamp Hath freely and absolutely bargained and sold vnto Mr Edmond ffreeman All that his house scittuate in Plymouth wth the garden Backhouse doores locks bolts Wainscote glasse and Wainscote bedstead in the parlor wth the truckle bed a chaire in the studdy and all the shelues as now the are in eich roome wth the yeard roomth and fences about the same and all ℓ euery their apprence with all his right title and interrest of and into the said prmisss and euery pt and pcell thereof To haue and to hold the said house ℓ garden place backhouse doores lock ℓ bolts wainscoate and wainscoate bedstead wth truckle bed chaire glasse and shelues and yeard roomth wth all and singuler their apprences vnto the said Edmond ffreeman his heires and Assignes for euer to the onely pper use and behoofe of him the said Edmond ffreeman his heires and Assignes foreuer.

That for ℓ in consideracon of the sum of one hundred fourty ℓ fine pound allowed him in payment to Mr John Beachamp vpon the said account Hath freely and absolutely bargained and sold vnto mr Edmond ffreeman All that his house and garden place and barne in Plymouth wth the doores locks glasse and all the shelues in eich roome as now they are ℓ tenn acrees of vpland in the woods and about fine acrees at the second brooke eleanen acrees or there about by John Barnes land One farme at Joanes River wth

the house doores locks glasse shelues as now they are wainscot table board two bedsteads wth all the outhouseing and fence wth the additions of vpland adjoyneing and six acrees of meddow at the great meddow wth all and every their apprtences and all his Right title and interrest of and into the said prmisss and every pt and peell thereof wth their appurtence. To have and to hold the said house garden place barne tenn acres of land in the wood eleaven acrees or there about by John Barnes land flue acrees or thereabouts at the second brook one farme at Joanes River wth the houses outhouses fences and additions of land together wth the six acrees of meddow at the great meddow and all the aforesaid prmisses wth all and every their appurtenances vnto the said Edmond ffreeman his heires and Assignes forever to the onely pper use and behoofe of him the said Edmond ffreeman his heires and assignes forever.

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*Bradford Gou" xxjo Caroli Rt.

The seauenteenth day of March 1645.

Alden do acknowledged joyntly and seûally That for and in consideracon of the sum of three score and eleauen pound and tenn shillings to them allowed in payment of the said account to Mr John Beauchamp Haue freely and absolutely bargained and sold vnto Mr Edmond ffreeman All those their three hundred acrees of vpland wth the meddowing therevnto belonging lying on the North side of the South Riuer wthin the Towneship of Marshfeild to them formly joyntly graunted by the Court the second day of July in the fourteenth yeare of his said Maties now Raigne of England & and all their Right title and interrest joyntly or seûally of and into the said prmisss wth their apprtence & euery part and peell thereof To haue & to hold the said three hundred acrees of vpland wth the meddowes therevnto beloinging wth all & euery their apprtences vnto the said Edmond ffreeman his heires and Assignes for euer to the onely pper use and behoofe of him the said Edmond ffreeman his heires & Asss foreuer.

TEMORANĎ the same day That whereas Mr Isaack Allerton formly sold vnto Mr Willm Bradford Mr Edward Winslow Mr Thomas Prence & one house and garden place scituate on the South side of the heigh streete in Plymouth in pt of payment of certaine account betwixt them now valued at tenn pound and is allowed the said Wm Bradford Edward Winslow Thomas Prence and the rest of their ptners in pt of payment

of the said account vnto the said M^r John Beauchamp Now they the said W^m Bradford Edward Winslow Thomas Prence Miles Standish John Alden and John Howland & do acknowledg they have joyntly & sexally freely and absolutely bargained and sold the said house and garden place wth their app^rteñce vnto M^r Edmond ffreeman and all their Right title and interrest of & into the said p^rmisss & every pt thereof To have and to hold the said house and garden place wth all and every their app^rteñces vnto the said Edmond ffreeman his heires & Assignes for ever to the onely use and behoofe of him the said Edmond ffreeman his heires and Assignes for ever.

EMORAND also the said Willm Bradford Edward Winslow Thomas Prence Miles Standish John Alden and John Howland do also seuerally and respectively for themselves their heires Execut^r and Administrat^r pmise & graunt by these prots vnto the said Edmond ffreeman his heires and Assignes to poure a sufficient euedence or deede vnder the hand and seale of the said Mr Isaack Allerton for the further confirmeing and establishing the Estate of the fores^d Mr Prences ffarme at Joanes River and the foresd house in the Towne of Plimouth prized at Tenn pound (And in the meane season to defend the title of the said prmisss wth their apprtences vnto the said Edmond ffreeman his heires and Assignes foreuer Or els in default of pcuring such said Evedence or deede from the said Isaack Allerton Then to giue the said Edmond ffreeman such further or other assurance as shalbe thought fitt by Mr John Winthrope or any others according to law And the said Willm Bradford Edward Winslow Thomas Prence Miles Standish John Alden & John Howland do enter into an assumpsit of one hundred and seauenteene pound vnto the said Edmond ffreeman his heires and Assignes for the pformance thereof wthin the space of twelue months next ensuing the date hereof And do also setially further pmise to seale and delit pticuler deeds of the pticuler peells of land before acknowledged to be bargained t sold when they shalbe therevnto required but at the pper coste and charges of the said Edmond ffreeman his heires or Assignes. And shall also cause their wives respectively to acknowledg the sd sales setally.

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*Bradford Gou".

1645.

The seauenteenth day of March Anno Dhi 1645.

HEREAS divers differences have arisen vpon a partnership betweene James Sherley John Beauchamp and Richard Andrewes merchant and cittyzens of London on thone pte And Willm Bradford Edward Winslow Thomas Prence Miles Standish John Alden & John Howland & on thother pte vpon a ptnership in the Beauer Trade in New England in America as also for and concerning the account of two shipps viz the White Angell late of Bristoll and a voyage in the ffrendship of Barnestable as appeares vpon pticuler Accounts And whereas by the Agitation of John Atwood late of Plymouth in New England deceased Articles of agreement were made the Anno Dñi The said John Beauchamp being then to receive vpon the said agreement of the said Wiltm Bradford Thomas Prence Miles Standish and the rest of the ptners the sum of foure hundred pound stert for weh end the said John Beauchamp haueing made his brother in law Mr Edmond ffreeman of Sandwich in New England gent his Attorney to demaund receive and acquitt the said ptners wth speciall order to take it in land or any thing he cann gett of them to the end that the said Edmond ffreeman his attorney may by sale thereof returne the same to his use And for that end hath sent vnto his said Attorney a generall Release for them sealed and to be deliuered vpon such receipt and agreement Now know all men that whereas I the said Edmond ffreeman haue taken and received divers pcells of lands for and in consideracon of seuerall sums by the mutuall consent of me the said Edmond and the said Willm Bradford Edward Winslow Thomas Prence & the rest of the ptners as appeares vpon publicke record bearing date wth these prnt wch estate and estates of lands are absolutely made ouer to me the said Edmond ffreeman my heires and Assignes foreil doe hereby acknowledg my self to be accountable to the said John Beauchamp his heires execut^r (Administrts for so much as I shall receive for the said lands goods houses (ê or any part thereof vpon the sale thereof and am and shalbe ready to give him his heires executrs Administratrs or Assignes a faire account thereof.

*ffebrewary the third 1648.

NOW all men by these presents that wee William Paddy and Thomas Willit doe acknowlidg our selues Endebted vnto Mr Edmond ffreeman senī the Sum of threescore and fifteene pound sterling to bee payed the one halfe

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therof by the third of ffebrewary i649 and the Remayning halfe to bee payed by the same day tweluemonth foloing to him the s^d M^r Edmond ffreeman or his assynes in Corn or Cattell.

i648.

* Mr Bradford Gouerner

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EMORANDUM the third of ffebrewary i648 that Mr Edmond ffreeman senī of the towne of Sandwidg in the Coliny of Newplymouth in New England in america gent doth acknowlidg that for and in Concideration of the full Sum of threescore and fifteene pound sterling to him alredy payed by Mr Thomas Willit and Mr William Paddy of the towne of plymouth in the Coliny aforsaid marchants hath ffreely and absolutly barganed and sould an house and land at Joaneses Riuer somtimes apertaineing vnto Mr Isaack Allerton being bounded with the lands of mis ffuller on the one side and with the lands of Clement briggs and Christopher winter on the other side the nether end buting vpon Joaneses Riuer aforsaid and so extending it selfe in length vp into the woods with all the out houses or housing ffence or ffencing and meadow land whether marsh or vpland with all the aditions and Enlargments of land formerly or laterly aded or graunted therunto of any kind further of or nearer hand and all the aforsid prmisss with all and euery thair apurtenances in as full maner in euery Respect as the house and land aforsaid was made ouer and confermed vnto the said Mr Edmond freeman to have and to hold vnto the sd Mr Thomas willit and Mr William paddy to them and thayr heaires & assignes for euer vnto the onely prper vse and behoofe of them the sd Mr Thomas Willite and Mr William paddy to them and theire heaires assignes for euer.

*The xixth of ffebruary 1645.

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EMORAND That Mr John Done doth acknowledg that for and in consideration of the sum of tenn pounds stert to be payd by Mr Wilth Hanbury of Plymouth wthin the space of one whole yeare now next ensuing hath freely and absolutely bargained and sold vnto the said Wilth Hanbury all that his dwelling house and garden places barne (buildings in and vpon the same wth all the fruit trees now growing thereon scituate in Plymouth aforesaid wth all and singuler thapprint thereven belonging and all his Right title and Interrest of and into the said prmisss and every part and peell thereof wth the fences about the same To have and to hold the said House and garden places barne (buildings wth all the fruite trees and all and singuler thappretence therever belonging vnto the said Wilth Hanbury

his heires and Assignes for euer to the onely pper vse and behoofe of him the said Wiltam Hanbury his heires and Assignes for euer.

The corne now groweing in the garden is excepted wth some half a dossen of smale fruite trees w^{ch} the said Willm Hanbury shall give the said John Done at the fall or spring.

The third of March 1645.

EMORANĎ That Samuell Eddy doth acknowledg That for and in consideración of the sum of foure pound three pounds whereof is to be payd by John Tompson in November next and thother twenty shillings that tyme tweluemonths in goods as they will passe from man to man Hath freely and absolutely bargained and sold vnto the said John Tompson all that his house scituate at the spring Hill in Plymouth wth the garden place adjoyneing and three acres of vpland be it more or lesse lying in the Newfeild wth all and singuler thapprtence therevnto belonging and all his Right title and Interrest of and into the said prmisss wth their apprtence and every part expell thereof To have and to hold the said house and garden place wth the three acres of vpland bee it more or lesse wth all and singuler their apprtence vnto the said John Tompson his heires experience and to the onely pper use and behoofe of him the said John Tompson his heires experience.

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*BRADFORD Gour.

EMORAND That Nicholas Snow doth acknowledg That for and in consideracon of the sum of twelve pounds stert six pounds whereof is in hand payd by Thomas Morton & thother six pounds is to be payd the next Harvest in good merchantable Corne or cattell wherewth the said Nicholas Snow is fully contented Hath freely and absolutely bargained and sold vntothe said Thomas Morton All that his house and buildings and the vpland therevnto belonging and adjoyneing wth two acrees of meddow of meddow lying at the heigh pines and tenn acres of vpland meddow lying at Colebrook meddowes containing in all fifty and two acres be it more or lesse wth all and singuler thappressed therevuto belonging and all his Right title and interrest of and into the said prmisss and every pt thereof with the fenceing in and about the same To have and to hold the said House and houseing wth the vpland adjoyneing two acres of Marsh meddow and tenn acres of vpland meddow aforesaid wth all and singuler their apprtence and every pt and pcell thereof vnto the said Thomas Morton his heires and Assignes for euer to the onely pp use & behoofe of him the said Thomas Morton his heires and Assignes for euer.

The xth March 1645.

MEMORAND that Nicholas Snow doth acknowledg That for and in consideracon of the sum of tenn shillings to be payd in merchantable corne the next Haruest by Nathaniell Morton Hath freely and absolutely bargained and sold vnto the said Nathaniell Morton one acree of vpland lying at or neere Wellingsley brook wth all \(\epsilon\) singuler thappreneces therevnto belonging and all his Right Title \(\epsilon\) Interrest of and into the same and every pt \(\epsilon\) peell thereof To have and to hold the said acre of vpland wth thapprenece vnto the said Nathaniell Morton his heires and Assignes forever and to the onely pper use and behoofe of him the said Nathaniell Morton his heires and Assignes for ever.

The second day of June 1646.

EMORAND That Georg Partrich doth acknowledg that for and in consideracon of the sum of five pounds to him to be paid by John Lewes of Scittuate Hath freely and absolutely bargained and sold vnto the said John Lewes All that his farm being thirty acrees of vpland or there about wth about three acres of marsh meddow lying before the said vpland lying on the South side of the North Riuer and betweene the lands of Joseph Biddle on the south side and Steeuen Tracy or Wm Wetherell on the westerly side wth all and euery the appreence to the said lande belonging And all his Right title and interrest of and into the prmisss and every pt e pcell thereof To haue and to hold the said thirty acres of vpland and six acres of marsh be it more lesse lying vpon the North Riuer betwixt the Creeke comonly called mr Vassells Creek on the South East side and the lande of John Bryan on the South West side, wth all and every thapprtence to the said prmisss belonging and every pt of peell thereof vnto the said John Lewes his heires and Assignes foreil and to the onely pp use and behoofe of him the said John Lewes his heires and Assignes for euer.

*The last day of July 1646.

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EMORANĎ That whereas Leiftennant Willm Holmes the twenty sixt day of Decemb^r 1638 by his deed acknowledged as appeares vpon Record sould vnto m^r John Howland one lott of Land lying on Duxborrow side containing thirty acrees be it more or lesse lying betweene the land of Joseph Biddle and Constant Southworth wth three acrees of marsh meddow And whereas the said John Howland hath since exchanged the said lott of

Land wth Joseph Rogers of Duxborrow aforesd for a lott of land of twenty acres bee it more or lesse and three acres of marsh meddow lying at Joanes River Bridge and on the north side of the said River the comon heigh way lying on the West side thereof And whereas the said Joseph Rogers hath the day of the date hereof exchaunged the said lott of land (first sold by the said Willm Holmes) wth Abraham Pearse for his lotts of Land wth the additions layd therevnto lying at Stony Brook next on the Southerly side of the lands of mr Wiltm Bradford and to Joanes Riuer Easterly and to the lands of mr Thomas Willett Northerly. Now the said Joseph Rogers Doth acknowledg that for and in consideracon of the sum of Tenn pounds stert to be payd him by mr Willm Bradford in Countrey pay the last day of March next ensuing the date hereof Hath freely and absolutely bargained and sold enfeoffed and confirmed the said last recited lotts of lands with the additions exchaunged with Abraham Pearse aforesaid wth two acres of Marsh meddow lying betweene the said lands Jones River and Stony brook vnto the said Willm Bradford his heires and Assignes for euer wth all & singuler thappresices therevnto belonging And all his Right title and interrest of and into the said prmisss wth their appreences and every part and peell thereof and all the fence in and about the said prmisss To have and to hold the said Lotts of land wth the additions and the two acrees of meddow wth all and singuler thapprened to the same belonging and euery pt and pcell thereof vnto the said Willm Bradford his heires and Assignes for euer to the onely pp use and behoofe of him the said Willm Bradford his heires and Assignes for euer./

That whereas the said Abraham Pearse hath letten the said two acrees of meddow vnto W^m Merick for two yeares one whereof is now expired thother wilbe when he hath gotten the hey therevpon growing the next yeare, the said Abraham is to haue the rent thereof for this present yeare and that to come to more And whereas the said Abraham hath also letten the said vpland vnto Steeven Bryan and Samuell Stertevaunt for the terme of three yeares for fifty shillings p ann (this being the first yeare w^{ch} said first yeares Rent the said Abraham is to receive And the said Willim Bradford is to receive the two last yeares Rent of them, they being to pay them half in wheate and the rest in other grayne.

And it is likewise agreed betwixt the said Abraham Pearse and the said Joseph Rogers that the said Joseph Rogers shall sow or plant the vpper feild on the westerly of the heigh way this next yeare and no more.

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*.1646. The .15. of October William Spooner came before the Gour and vndertooke to saue the towne harmeles from any charge that might befalle by reason of a child that Mrs Coombs left with him when she wente for England, and which he vndertooke to keepe ℓ prouid for.

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*THE .17. of y° .7. month .1646. Phineas Prate came before y° Gouer and acknowledged the sale of his house \(\) land, with all y° appurtenances thertoo belonging; to John Cooke, according to a deed then exhibited which they desired might be recorded Also his wife came before y° Gour and gaue her consente to y° same sale.

^As also from those for which they were exchanged with m^r prence. Allso Samuell Cudberte did ye same day ℓ year aboue writen, freely relinquish all ye claime, title, or Intrest, that he euer had, or might pretend to haue, to any parte, or parcell of ye lands afforsaid. And did freely giue, grante, and make ouer all ye right, and Intreste that he euer had, or hereafter should haue, or at any time might pretend to haue, to any parte or parcell of ye lands aforesaid, and those mentioned in ye deede Insuing; to Phineas Prate, ℓ his heires, ℓ assignes for euer; for his, ℓ their onely proper vse ℓ behoofe.

WILLIAM BRADFORD Gour:

The .26. of August .1646.

These presents doe witnes that Phineas Prate of Plimoth Joyner, for ℓ in consideration of y^e sume of twenty pounds sterl: to be payed by John Cooke Juñ of plimoth afforesaid planter, in maner ℓ forme following, that is to say fiue pounds to be payed in cloathing within one month nexte after y^e date hearof, fiue pounds in March next, either in wheat, or comodities, fiue pounds in a milch Cowe as shee shall be prised by .2. Indifferent men chosen by either party one, and y^e last .5ⁱⁱ. this time twelfe months. Hath freely and absolutly barganined and sould, ℓ by these presents doth bargaine ℓ sell vnto the said John Cooke, all y^t his house, ℓ howsing, and gardine place and orchard (excepting y^e fruite trees now growing therin, or so many of them to be deliuered to the said Phineas, or his assignes when he shall demande them, so it be in due time) and fiftie acres of vpland tow acres of meadow at Joanes riuer, and all and singuler the appurtenances thervnto belonging, and all his right, title, ℓ Interest of ℓ into y^e same, ℓ euery parte, ℓ parcell thereof; to haue ℓ to hold the said house housing, garden, and orchard (excepting before

excepted) the fiftie Acers of vpland, and y° .2. Acres of meadow at Joans riuer, with the sixe Acres of vpland meadow, at the great meadow, with all, ℓ euery their appurtenances, vnto the said John Cooke, his heirs, ℓ assignes, for euer, and to the only proper vse, ℓ behofe of him the said John Cooke, his heires and assignes for euer, and with warranties against all people, from, by or vnder him, claiming any righte, title, or Interest of, ℓ into the said premises or any parte or parcell therof, and espetially against Samuell Cudberte his heirs, ℓ assignes for euer by these presents; And the said Phineas Prate doth further Couenante and grant by these presents, that it shall ℓ may be lawfull too, ℓ for the said John Cooke either by him selfe, or his Atturney to enrole or recorde the title or tenure of these before the Gouernour for y° time being, according to y° vsuall order ℓ manor of enrolling ℓ recording deeds, ℓ euidences in his Ma^{ties} Court at plimoth in shuch case made, ℓ prouided. In witnes wherof the said Phineas Prate hath herevnto sett his hand ℓ seale the day ℓ year first aboue writen.

In ye presence of

Ralfe Whoory
William Pady
Thomas Willett
Nathanell Sowther

PHINEAS PRATE

And in consideration of yo sume of .2s. 6d. to yo said Phineas Prate in hand paid hath freely, & absolutely bargained & sould vnto yo said John Cooke all his right title & Interest, of & into any lands lying at the head or ende of yo afforesaid bargained premises before the sealing and delivery of these presents.

PHINEAS PRATE

*225

Sprague to Laurence. *Aprile the first Año 1644.

NOW all men that I ffrancis Sprague of Duxborough in the Pattent of Plimouth doe by these presents sell infeoffe and confirme vnto Willm Laurence my sonne in law of the same towne him his heires Executors or Asss ffifty acres of land be it more or lesse lying the South Riuer betwixt John Minors land and John Barkers land, the wen land I the aforesaid ffrancis Spragge do binde my selfe my heires or Asss to make good vnto him his heires or Asss with all the appretences conveniences and accomodations appraining therevnto: and further doe binde my selfe myne heires (è to give to the aforesaid William six bushells of Indian Corne at ye end of two yeres, in the yere 1646, and is for three yeres service ythe hath and is to serve me, In witnesse whereof I set to my hand seale.

Witnesse John Willis

the marke of ffrancis Sprage. 5

*227

*Anno 1646.

HE .10. of Nouember William Hillier of Duxburie Carpeter came before the Gour and acknowledged ye sale of his house & lands and all ye purtenances belonging to all, or any parte of ye same. And his halfe of ye mille at Duxburie with all yo appurtenances thervnto belonging, or any way appertaining to ye same, and his parte of all those lands and meadows, that any way belongs to ye same being in partnership betweene Georg Pollerd, and him; To Constant Southworth of Duxburie aforesaid to him this heires for euer, as appears more at large in the writing following.

These presents doe witnes that William Hillier of Duxburie Carpenter, for f in consideration of ye sume of threeskore pounds sterling to be payed by Constante Southworth of Duxburie planter in maner & forme following, that is to say thirtie pounds in hand twenty pounds of ye said thirtie in money this 3011 is paid. or beauer, and the other tenn pound in Cattle. And the other thirtie pounds in wheat by ten pounds a year, in three seuerall payments, viz. tenn pounds the twenty of october .1647. And ten pounds ye .20. of ye afforsaid month Anno .1648. and the other .101. at ye same day Ano: 1649. All which three payments are to be made at Boston in ye Massachusett Bay, as the price goes commonly betweene man & man. Hath freely and absolutly barganed & sould, and by these presents doth bargaine and sell vnto the said Constante Southworth all that right and title which he hath vnto the mille at Duxburie standing vpon Stonie riuer being in partnership betweene him and Georg Pollerd late of Duxbury affore said, that is to say the on halfe therof, and all f all maner of things thervnto belonging, with all the rights, f Interests which he hath, or euer had, or may have vnto the same and all that parcell of land wher the mille stands being thre or foure acres or ther abouts, with tow acres of meadow be it more or less, lying betweene Rowland leighorns and Edmond Chanlers march, with fortie acres of land be it more or less, abutting vpon Stonie broke in Duxburie, & lying on ye north side thereof, thus bounded, viz. lying on the south side of a swampe, aboue ye home steads on x y brooke, or the mill brook, from a marked tree on ye north side of x said swampe to an other marked tree west sowthwest, runing to x parcell of land granted to John Washburne ye elder on ye one side of, x land and on ye other side to rune all along by the said swampe as xked trees are marked on ye north side therof, runing to the head * of ye said swampe, and then from other marked trees to an arme of greens harbor brooke, and also all ye meadowe lands that lyeth before ye said land vpon ye said Stony brooke, on yt side the brooke.

Allso ten acres of vpland lying on ye north side of Stony brooke, and on ye east side of ye lands of ye said William Hillier & georg Pollarde, with tow acers of march meadow adjoyning to ye said vpland, with all & singuler the appurtenances ther vnto belonging. And also ten acres of vpland, f one acre of meadow (which the said William & Georg bought of Rowland Leighorne) as it stands bounded vpon recorde, To have and to hold the said halfe of the mill, and the halfe of all ye afforesaid vpland (meadows, and all housing, fences, and all f all maner of appurtenances belonging to any part f parcell therof. vnto the said Constant Southworth his heires and asignes for euer, and to the only proper vse & behoofe of him the said Constante Southworth his heirs and asignes for euer, and with warranties against all people from, by, or vnder him claiming any right, title or Interest of and into the said premisses, or any part therof. Also the said Constante is to be freed from all acconts, reckonings, or charges, aboute ye mille or any of the premises, in partnership betweene ye said William Hilleir and Georg Pollard, by the said William, any way acrewing before the day of date herof; prouided notwithstanding it shall be free and lawfull for ye said William to demande satisfaction of the said Georg Pollerd or his Assignes for any charg he hath been at before the making of this bargane about ye mille, so as ye said Constante be no way charged, or molested aboute ye same. Also one dwelling house with a barne (all other out housing and three acres of land, with garden fences (all, and all maner of appurtenances ther vnto belonging, and also a parcell of vpland lying on ye east side of ye comone hige way and .2. acers of meadow thervnto belonging be it more or less, which ye said William bougte, belonging some time to Robart Mendam. All which dwelling house, barne, out-housing lands fences and ye apurtenances being his owne proper, and no way belonging to ye afforsaid partnership, he for ye afforsaid consideration before expresed, hath freely, and absolutly bargained & sould, and by these presents doth bargaine and sell vnto ye said Constante Southworth, all that his dwelling house barne garden & lands afforsaid with all & singuler ye premises, & apurtenances, to have and to hold, to the only behofe f proper vse of him, his heires and assignes for euer, with warrenty as aboue said. witnes wherof the said William Hilliard hath put too his hand to these presents, before ye Gour this .10. of Nouember Ano: Dom. 1646.

In ye presence of .

Wittnet hereof

Myles Standish

Thomas Southworth

And Captaine Standish gaue in a certificate at ye same time, yt the wife of ye said William Hillier, before him gaue her free consent to ye sale of all ye premises aboue said.

WILLIAM HILLAR.

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*The second of Feb: Anno .1646.

*230

ONSTANT SOUTHWORTH acknowledgeth to have sould vnto William Bradford of Plimoth all his lands ℓ meadows lying at the Iland creeke with all ℓ all maner of apurtenances thervnto belonging for ye sume of .12. pounds, ten pounds wherof is to be payd to William Hillier for his vse the twentih of October Anno .1628. To have and to hold ye said lands, ℓ meadows with all ye appurtenances to his owne proper vse, to him ℓ heires for ever. As may more at larg apear in a writing made therof.

*BRADFORD Gour.

*232

The 2^{cond} of aprell i647.

HESE preents doe wittnes That Thomas Besbeech of Sudbery of New England for and in concideration of the Sum of thirty pound; to bee payed by Mr John Reiner of Plymouth in New England in maner and form foloing; that is to say fifteen pound in Cattell or Corn goats execpted to bee payed the first of May i648 and the other fifteen pound in Corn and Cattell goats execptd to bee payd the first of May i649 hath freely and absolutly barganed and sould and by these presents doe bargan and sell vnto the sd Mr John Reyner all yt his house and housing and sixty acares of vpland bee it more or les excepting one acar sould vnto Edmound Chandeler of Duxbery three acars of meadow more or les adjacent and all and singular the apurtenances therunto belonging and all his Right title and Enterest of and into the same and euery part and parcell therof with all the ffencing To haue and to hould the sd house sixty acars of vpland yt one acar excepted with the three acars of meadow and all the ffenceing with all and euery the apurtenances vnto the sd mr John Reyner his heaires and asynes for euer and to the onely pper vse and behoof of him the sd mr John Reyner heairs and asynes for euer and with warrantise from him his heaires and assynes in wittnes wherof the sd Thomas Besbeech hath heerunto set his hand the day and yeare aboue written.

Wittnes

THOMAS BESBEECH

Edmond ffreeman William Paddy *234

* Mr Bradford Goû.

The fifte of ye last moneth 1645.

HESE are to ctifie the Honorable Courte holden at Plim the first tewsday in March 1645 that we Nicolas Simpkins and Isabell the wife of ye said Nicolas now inhabiting in Bastable doe acknowledge the sale of the vpland and marsh to yo quantity of fiftie f fiue acres more or lesse lying wthin the plantacon of Yarmouth vnto Thomas Bordman of Yarmouth and do by these preents passe of and confirme vnto the said Thomas Bordman his heires (Assignes all ye right (interest into ye same that eû we had or might haue & we do humbly intreat mr ffreeman of Sandwich being one of ye Assistants to ctifie ye Courte or whom it may concine that this is or free act f acknowledgmt. in witnesse herevnto we have set to or hands f seales ye day (yere aboue written. NICOLAS SYMPKINS sealed f delified to ye vse aboue ISABELL SYMPKINS menconed in ye prsence of

John Mayo. Samuell Mayo.

FS

0

her marke

THE bounds of Richard Tayler senrs land lying Neare Nobscusett in Yarmouth; viued and settled this 2i day of January i679, and first begining att the North westerly Corner att a pyne tree marked on four sids and a stone sett in the Ground by the Roote, of the said tree, on the south side which said tree stands about three Pole southerly from the Marsh, thence Ranging on a straight line south a little westerly eighty Poles, where the Corner bound Marke is two Pine trees about three foot asunder, betwixt them, is two stones sett into the Ground; both the trees are Marked on foure sides, thence turning on a square East a little southerly six score, & fourteen Pole, to the Corner bounds which is to two pyne trees standing about four foot a part; both marked on four sides; and to stones in the ground betwixt them as att the other corner; thence Tyrning on a square North, a little Eastly the line or range extends about eighty Pole to the Marsh, and in this range about six poles from the Marsh is a stone sett part of it into the Ground, by the ffence which is a bound marke bounded all alonge on the Northside with the Meddowes to the first Mencioned Pine tree, this Tract of vpland containing threescore and six acrees more or lesse) alsoe the said Richard Tayler his heires and assignes is alwayes for euer to allow the present or as Convenient a Cart way

for proms to passe through his Land to their meddows to worke to ffech home theire hay; Theire is also belonging To the said Tayler three Ilands of Creeke thach or sedge that were formerly Giuen vnto him his heires and assignes foreuer lying in Nobscusett Riuer or Creeke the Westermost of the four Mensioned Ilands is of Late yeers a little Joyned to John Hall Juniers Marsh ther is also two acrees of Meddow; Giuen and Graunted to the said Tayler his heires and assignes for euer lying and being att the south syde, or sea in the Meddow att the Doctors warre (so called) this said two acrees of Marsh Meddow lyeth adjoyning, to six acrees of Meddow in the possession of Thomas ffollon

This 2i day of January i679.

Bounded as abouesaid by vs MR JOHN THACHER. EDMOND HAWES;

* PECD of m^r Edmund ffreeman for the Cuntry acompt fourteene pound w^ch I layd out for the prisson and tenn pound w^ch I payd to John Minar vppon the prisson acompt and six pound w^ch I payd to m^r Thomas vppon the bridg acompt

I say Recd and soe disposed

In the year

by me WILE PADDY

w^ch is In payment for the Necke of land at Sandwich.

witnes Ant: Thacher.

*236
[This is the original receipt, pasted on the leaf and recorded below on the same page.

D. P.]

June 3. 1647. A record of ye lands of Mr Edmond ffreeman graunted unto him by his dwelling house at Sandwitch vizs fourescore acres of vpland and twenty acres of meadow also six acres lying on the Beach to the North and by west side of his said house t adioyning to a peece of land cald Cussett.

An Acquittance acknoleged and recorded June 4th 1647.

REC of Mr Edmond ffreeman for the Country accoumpt fourteene pound weh I laid out for the prison, and tenne pound weh I paid to John Minor vpon the prison account and six pound weh I paid to Mr Thomas vpon the bridge accoumpt.

I say received and so disposed in the yere

by me WILE PADDY.

wch is in payment for the necke of land at Sandwich. witnesse Ant: Thacher.

*237

* 1647.

Mr Bradford Gounor.

Kempton to Church.

UNE 3d 1647. It is agreed vpon betweene Richard Church and Manasseth Kempton both of the towne of Plimouth in New England the said Manasseth Kempton hath exchanged a parcell of land wth the said Richard Church in Consideracon of fforty acres of land lying att the head and on the South side of ye Eale river Swampe of now in the hands of the said Richard given and granted by the Court in the yere of or Lord 1637. as by the Court booke will appre to the said Richard Church his heires and Assignes for ever. And in consideracon hereof the said Manasseth Kempton hath assigned and set over for him his heires & assignes vnto the said Richard Church his heires and assignes for eû a parcell of land nexte adioyning vnto the said Richard Church his lott from ye out bounds of the said Richard vntill it stop at a bounde marke tree wthin the fenced meadow there adjoyning of the said Manasseth Kemptons: weh said marke tree was now bounded to the true intent of the bounds betwene the said Manasseth and Richard theire heires Executors administrators of assignes for time to come. pyided that the said Manasseth Kempton reserveth to himselfe his heires and Asss for euer a free way and passage for egresse (regresse for carriage or othwise wthout the fence vpon the vpland that adioynes next vnto ye aforesaid fenced meadow. And further the said Manasseth having a smale pcell of meadow adioyning vnto anoth peell of ye said Richard at or neere the place of ye bound marke afore menconed from the meadow of Richard Church to a little Creeke where Manasseth Kemptons fence stands butting on ye Rivers side: he doth also vpon the former consideracon of Exchange of ye forty acres afore menconed giue (graunt the said smale peell of Meadow vnto ye said Richard his heires (Assignes for eû. The said land of ye afore menconed Manasseth now exchanged wth the said Richard is to runne vp fro the bound markt tree vp into the woods as farre as the other lotts adioyning do runne and according to ye poynt of Compasse as now they runne vpon.

*238

* Mr. Bradford Goûnor.

1647.

June 3. 1647.

Eaton to Lo: Brewster. NOW all men by these presents that whereas Samuell Eaton of Duxborough wthin the goûmt of New Plimouth in America in New England hath bargained sould remised ℓ enfeofed vnto loue Brewster of Duxborough aforesaid for a valewable consideracon all that third pte of land sometime belonging vnto Christian Billington wife of ffrancis Billington formerly wife of ffrancis Eaton and father of the said Samuell Eaton: to have ℓ to hold to him the foresaid Loue Bruster his heires and Assignes for ever wth all the appreciaces Imunities and hereditamt whatsoever belonging and

accrewing to the said third pte of land. now know ye that the said Samuell Eaton by these presents doth remise quit claime and discharge him selfe his heires Executors administrators or Assignes of any right title or interest for ever to any pte pcell or Imunity to the fore said third pte of land, also the said Samuell Eaton bindeth him selfe by these presents his heires ℓ assignes ℓ to give vnto the said Loue Brewster at his request such further Assurance as shalbe required from time to time as shalbe according to ye lawes customes or orders of this Goümnt of New Plimouth to all the said prisses according to the true intent of the same. The said Samuell Eaton bindeth himselfe as aforesaid vnder his hand ℓ seale this 10^{th} of march 1646.

the marke of SAMUELL EATON of ye seale this bargaine and sale as aboue is acknowledged by Elizabeth Eaton before ye ensealing of ye same ye day (yere aboue written before me.

MYLES STANDISH.

* 1647.

Mr Wm. Bradford Goûnor.

*239

Hanbury to

Winter.

The xxvijth octobr .1647.

HESE preents witnesse in consideracon of Tenne pounds paide to me William Handbury in hand p Christopher winter in one yoake of Steeres, and setiall bills to the valew of 11011 to be paid yerely as p setiall bills may appre I the said William Handbury haue sold to the abouesaid Christopher winter his heires and Assignes for ever all that said farme now being in my hand at present lately bought of mr Browne both vpland and meadow housing and all other accomodacons therevnto belonging wth that meadow of my fathers weh is about 6 acres be it more or lesse lying about 3 miles fro my farme. Also I give vnto him my right vnto that 6 acres of meadow granted me f 4 acres of vpland neere ye towne weh sedall parcells I doe freely resigne vp to Christopher Winter his heires and Assignes for ever from me Willia Handbury my heires and Assignes for ever. And doe pmise to send the Deede thereof weh I had fro mr Browne wth an Assignmt thereof to the said Winter (also the consent of my wife for the sale thereof and Deede fro my father for his 6 acres of meadow. vnto all these prmises I have set to my hand this 26th of Octobr 1647.

Signd (Deliud

in the prence of

WILLIAM HANDBURY

Andry Thacher A. n. Se. n. E Thomas Tupper.

19

Octobr xxvijth .1647 ..

Hanbury to Browne. EMORAND that mr William Hanbury doth acknowledge that for and in consideracon of the sum of Tenne pounds: vizt; vti in hand, the vti in marchantable fish at Currant price the first of Septembr next 1648 hath freely and absolutely bargained and sold vnto wilt Browne all that his dwelling house and gardeine places barne the buildings in and vpon the same wth ctaine fruite trees growing thereon. Scituate in Plimouth wth all and singular the apprtences therevnto belonging and all his Right title of and into the said prmisses and edy pte and parcell thereof, wth the fences about the same. To have to hold the said house gardeine places barne and buildings wth the fruite trees and all and singular thapprtences therevnto belonging vnto the said william Browne his heires and Assignes for ever to ye only pp vse and behoofe of him the said William Browne his heires and Assignes for ever witnes his hand the day type first aboue said.

Witnesse Antony Thacher.

WILLIAM HANBURY.

*240

* Mr Bradford Goûnor.

1647.

October 27th 1647.

Tinkham to Sampson.

EMORAND that Ephraim Tinkeham and mary his wife doth acknowledge that for and in consideracon of the sum of seven pound? in hand paid by Henry Sampson of Duxborough hath freely and absolutely bargained and solde vnto Henry Sampson afore said all that Third pte of that Lott weh was formly the land of Peter Browne deceased. dwelling house and buildings in and vpon the same wth all and singular the apprenced therevnto belonging (Except the third pte of the whole meadow) the said third of ye vpland lying and being next adioyning vnto the land of the said Henry Sampson in Duxborough aforemenconed, and all his Right title f interest of and into the said Third pte of vpland (prmisses and euly pte and pcell thereof. To have and to holde all that third pte of allottmt of vpland housings and all and singular the apprtences there vnto belonging (except before excepted) vnto the said Henry Sampson his heires and Assignes for ever to the only pp vse and behoofe of him the said Henry Sampson his heires (Asss for ever pvided the said Ephraim Tinkha is doth reserve to his owne vse all the fruite trees and librty to remoue them in convenient time, as also the vse of all the housing for this winter./.

Octobr 27th 1647.

John Maynard one peell of meadow ℓ vpland conteining by estimation 22 acres lying ℓ being in Duxborough betweene the land of George Partrich ℓ ye lande of ye heire of mr Kempe, the said Comfort doth hereby acquit and disclaime any right title or interest ythe or any other by him, shall or may, by any prence lay claime vnto the same otherwise then aboue mentioned. In witnes of weh release ℓ discharge fro or by the said Comfort the said Comfort hath subscribed his hand this 26^{th} day of October 1647.

Star to Maynard.

Maynard

Partrich.

p me COMFORT STARRE.

THESE witnes that I John Maynard of Boston in New England haue alienated ℓ sould vnto George Partrich of Duxborough in the Pattent of New Plim in new England all my vpland and meadow lying ℓ being in Duxborough aforesaid, adioyning vnto the abouesaid George conteining by estimacon .20 acres for him ℓ his heires for ever to inioy. and I doe hereby acquit release and disclaime all right title or interest that either I or my heires may any way lay claime vnto the same in witnesse whereof I haue set to my hand this 20th day of August 1647.

witnesse Comfort Starre.

JOHN MAYNARD.

These witnesse that Mary Maynard of Boston doe hereby manifest my free and full consent ℓ willingnes to ye sale of all the land and meadow made by my husband vnto George Partrich in New England. In witnes of this my free and full consent I have subscribed my hand this 20th of August 1647.

MARY \mathcal{M} MAYNARD. JOB \mathcal{H} HAKENS.

*1647. Mr Bradford Gouernor.

*241

The fifte of Dessember 1647.

Plimouth gent doeth acknowlidg yt for and in consideration of twelue pound sterling to be payed in manner and forme folioing by Ephraim hickes of plimouth aforsaid planter that is to say six pound therof to bee payed on the last of october next folioing the date heerof and the other six pound to

bee payed on the last of october next foloing the first payment in the ordinary pay of the Country viz corn and cattell hee hath fully freely and absoleutly barganed and sould vnto the said Ephraim Hickes a parsell of land contayneing eleuen acares or therabouts bee it more or lesse lying on the south side of the towne of plimouth aforsaid next adjoyneing vnto gorg watsson and John barnes on the one side and vnto mis fuller on the other side with all and singuler the apurtenances therunto belonging with all his Right title and Interest of and into the said premeses to have and to hold the said eleuen acares of vpland with all and singuler the apurtenances thereunto belonging vnto the said Ephraim hickes his heaires and asynnes for euer to the only pper vse and behoofe of him the said Ephraim hickes his heairs and asynnes for euer.

*242 1647.

* Mr Bradford Gouen

A Record of sertaine articls of agreement between Richard Chadweell and Thomas Dexter senior as follows.

MEMORANDOW yt I Thomas Dexter of Linn in the Massachusits Bay doe aquit and discharge Richard Chadweell of Sandwidge of actions debts dews and demands from the begining of the world vnto this present day being the fifte of Jenuary 1638.

p me THOMAS DEXTER.

November 29 Anno 1647.

These presents may satisfy such as it may Conssern yt whereas wee whose names are vnderwriten were made Choise of by ffarmer Dexter and Richard Chadweell to Arbetrate sertaine differences depending between them and thay binding them selues in the som of twenty t a peece to stand to yt end wh wee vpon the hearing and dew Conssideration of ther defferences and evidences should make or in Casse wee should not agree between ourselves to make Choisse of a third man; haue seen Cawsse to order things repsented to vs as folows.

Imprimis for a debt Required by a bill Assyned to ffarmer Dexter by Richard Chadweell wee have found it payable by Mr Willis in Casse hee Canot otherwise Cleare the payment of it a debt I say of 24^s Richard Chadwell Cleered of it.

Item for a debt required by an other bill wee order Richard Chadweell to pay 4^s to the farmer 5^s more remayning to bee payd by Hugh Burt of Linn.

Item for an other debt of 20s required of Richard Chadweell wee have

found it Cutt off by a generall aquitanc dated after the time of the promise wherupon this debt should ARisse was made vnto the farmer.

WILLIAM LEVERIDG RICHARD BOURNE.

ffinally ther being a differenc Refered to us Consserning the exchang of an horsse and a mare and not Agreeing aboute it made Choisse of Mr Dillingam as the third man have ordered Richard Chadweell to pay farmer Dexter 3[‡] and tenn shillings wh som together with the former 4^s is to bee payed in a Cow valued at 4[‡] out of which 4[‡] the farmer is to pay six shill. backe again to Richard Chadweell vpon the Rescipt of the said Cow.

WILLIAM LEVERIDG EDWARD DILLINGHAM RICHARD BOURNE.

*January the 19th i647.

*243

NOW all men by these preents yt i John Dunham of New plimouth weauer doe acknowlidg that I have frely and absolutly given vnto my soon Samuell Dunham six acars of vpland ground being bounded by my naighbor William pontus on the North side and with the comon hyway on the south side and nex adJoyning vnto the Rest of my land and the land of my naighbor William pontus on the easte side pvided yt the said Samuell Dunham doe allow vnto mee a sufitient cartway into the woods through the said six acares of land going out at the pertition between my naighbor pontus and my selfe and so the convenientest way into the comon and further yt the said Samuell Dunham is to permit mee to have free vse of the timber both for fierwood and other vse and allso yt the said Samuell Dunham is to maintayn and continew a constant and sufitient fence about the said six acares of land and yt whosoeuer heerafter shall purchase the said six acars of land be InJoyned to maintayn and continew the said fence these things puided I the said John Dunham as aforsaid have and doe freely and absoleutly giue vnto my soon Samuell Dunham the aforsaid six acars of vpland bee it more or lesse vnto the only pper vse of him the said Samuell Dunham his heairs and asynnes for euer in witnes whereof I haue heervnto set my hand

in the pressenc of

JOHN DUNHAM.

Nathaneell Morton James Glasse. *244 * 1647.

Mr. Bradford Gouernor.

anuary 19th. Samuell Dunham of new plymouth planter for and in consideration of fiue pound sterling to be payed in maner and form foloing yt is to say thirty fiue shill to bee payed the last of Nouember next foloing the date heerof and other thirty fiue shillings to bee payed the last of Nouember next foloing the first payment and the remayning thirtys to be payed the laste of Nouember next foloing the 2^{cond} payment in the ordinary pay of the country viz corn or catell by James Glasse of plimouth aforsaid planter hath freely barganed and sould vnto the said James Glasse six acars of vpland ground next adJoyneing vnto the land of John Dunham senior and of William pontus being bounded by a part of the land of the said william pontus on the north side and on the South side with a comon hyeway.

and wheras the said six acars of vpland or therabouts be it more or lese was by way of giufte formerly bestowed on Samuell Dunham aforsaid by his father John Dunham aforsaid the said John Dunham reserving vnto himselfe the vse and ppriety of the timber of the said six acares of land both for fierwood and other vses.

These presents are to signify vnto all whom it shall for the futuer conssern yt the said John Dunham of plimouth aforsaid weauer hath and doeth freely surender vp all his Right titell and Interest of and into the said timber whether for fierwood or other vse vnto the aforsaid James Glasse in leue of a smalle moyety of land belonging vnto William pontus aforsaid being estemated at about halfe an acare be it more or lese the norwest side therof being bounded with Thomas Dunhams land and on the southeast side with a little pond which smale moiety of land the said william pontus by way of exchange in the behalfe of his soon in law James glasse aforsaid for the aforsaid timber on the aforsaid six acars of vpland doeth by these pressents freely surender vp all his right title and Intereest of and into the said moiety of land with all and singuler the apurtenances therunto belonging vnto the aforsaid John Dunham his heairs and asynnes for euer.

furthermore James glase aforsaid doeth by these presents couenant and condition to allow vnto the aforsayed John Dunham a sufitient cartway throw the aforsaid six acares of land going out at the pertition between william pontus and the said John Dunham and so the conuenientest way into the comon as allso the said James glasse is to maintain a constant and sufitient fence about the said six acars of vpland and yt whosoeuer shall for the futuer purchasse the aforsaid six acars of vpland bee in Joyned to contineu the said fence

These things beeing premised the aforsaid John Dunham and Samuell Dunham his soon doe by these presents freely and fully make ouer all theair Right title and Interest of and Into the said six acares of land vnto James Glasse aforsaid with all and singuler the apurtenances thervnto belonging vnto the onely pper vse of the said James Glasse his heairs and asynes for euer with all and singuler the premises therunto belonging vnto the onely pper vse and behoofe of the said James Glase his heairs and asynnes for euer.

March the 20th 1647.

AMUELL EEDY for and in consideration of thirty shillings or therabouts allredy payed by Experienc Michell of Duksbery hath barganed and sould vnto the said experienc Michell one acar of marsh medow liing next vnto the medow of experienc Michell aforsaid on the one side and vnto a smale parsell belonging vnto James Cole on the other syed with all his Right title and Interest of and into the same vnto the said experienc Michell his heairs and asynes for euer.

*i647. Bradford Gouerner

EMORANDUM the twentyeth of January yt mr William Paddy of New Ply, marchant in the behalfe of mr Edmond ffreeman seni, of Sandwidg gent doth acknowlidg yt for and in concideration of twentyone pound sterling to bee payed in maner and forme foloing by mr Arther howland of the towne of Marshfeild in the Coliny of New Plymouth aforsaid planter videlecet fiue pound to bee payed on the fifteenth day of ffebrewary i648 and eight pound mor to bee payed on the fifteenth day of ffebrewary next after the first payment and the other eight pound to bee payed the fifteenth day of ffebrewary next after the 2cond payment in the ordenary pay of the Cuntry viz Corn and Cattell hath freely and absolutly barganed and sould vnto the said Mr Arther howland the one halfe of a Certaine tract of vpland and mersh meadow being estemated at about three hundred acars or thereabouts bee it more or les the wh was formerly graunted vnto Captaine Miles Standish and Mr John Alden lying on the north side of the south Riuer the breadth of the said whole tracte begining at the easterly side of the beauer pond the said pond being Encluded vnto the westerly side of the little brooke next settuaat path over the south Riuer and so to Rang in length vpon a North linne on both sids vp into the Land; yt halfe being vnderstood yt lyeth next vnto the bridge; with all the said mr Edmond ffreeman his Right title and Enterest of and into the said halfe of the aforsaid tract of vpland and and marsh meadow belonging therunto with all and singular the apurtenances thereunto belonging vnto the said *245

M^r Arthur howland to haue and to hold all and singular the premises with all and singulare the apurtenances therunto belonging vnto the said M^r Arther howland his heaires and assignes for euer vnto the onely proper vse and behoofe of him the said M^r Arther howland his heairs and assignes for euer.

EMORANĎ the 7th of March 1647 that John Rogers of Duxbery doth acknowlidg yt for and in Concideration of thirty six shillings to bee payed vnto him by Gyels Rickard seni of Plymouth hee hath barganed and sould vnto the said Gyels Rickard a smale peell of marsh meadow being Estemated at an acare or therabouts be it more or les lying at Joanses Riuer between Mt howlands ffence and the Causway with twenty foot Square of vpland lying between the hieway and mt howlands ffence aforsaid against the said meadow with timber to ffence it for the present as according to these conditions the said John Rogers bought it of Mt William hanbery in the year 1646 the wh Bargan was acknowlidged by the said Mt William hanbery before William Colyar gent Assistant now sould both the vpland and meadow as aforsaid vnto Gyels Rickard by John Rogers with all his Right title and Enterest of and into the said premises to haue and to hould vnto the said Gyels Rickard his heaires and assignes for euer vnto the only proper vse and behoofe of him the said Gyels Rickard his heairs and assignes for euer.

*246 1647

*Mr Bradford Gouer.

March the 7th 1647.

M^R CHANSY pastor of the church of Christ at Seteaat dezired to have his house and lands recorded in the court booke.

Impri. the house yt Mr Hatherly bought of Mr Varsall with the Inlargments therof.

- It all the ground lying about the house being about six acars.
- It a Stony feild inclosed buting to therby vpon the marsh aforsaid.
- It an orchyard behind the house.
- It the barne close compasing the ground on all sydes but on the Sowth syde.
- It twenty acars of vpland tenn acars wherof are inclosed and comonly called the new feild.
- It twelve acares of conahaset marsh.
- It twenty acars of land at the place called the hoop pole necke with the other lands not yet deuided belonging to him for his part among the purchasers of Conahaset. P. 260.

March 21: 1647:

R WILLIAM PADY James Hust and John cooke deacons of the church of Christ at plimouth in the behalfe of the said church doe acknowlidg yt for and in consideration of the Som of fiue pound Sterling to be payed in the ordinary pay of the cuntry viz corn or catell fifty shill. therof to bee payed on the last of Nouember next foloing the date herof and the other fifty shilli to be payed on the last of Nouember next foloing the first payment by Nathaneel Morton of plimouth haue barganed and sould These seuerall vnto the said Nathaneel Morton a house and 4 acars of land bee it more or bin since fully lesse lyeing at Weelingsla beeing bounded by a persell of land belonging payed to the church by Navnto Mr William bradford gouener on the north side and with a sertayne thaniel Morpersell of land belonging vnto Samuell Jeny on the south side and buting vpon Weelingsla creeke with all thayer or the aforsaid churches Right title or Interest of and in to the same with all and Singuler the apurtinances therunto belonging vnto the said Nathaneel Morton to have and to hould with all and singuler the premises therunto belonging vnto the onely proper vse and behoofe of him the said Nathaneel Morton his heairs and asynes for euer.

* 1647. Bradford Goûn'.

A Deed appointed to bee Recorded.

March the 4th 1647.

EE it Knowne vnto all men by these presents That I Moris Truante Inhabitant of the Towne of Duxborrow and Jaane my wife haue for diuers Reasons and vpon good Conciderations sould to John Washburne Inhabitant of the same Towne to him and To his heaires for euer all the Right title (Enterest wee the aforsaid pties haue in our lands housses out housses as in manor & form following.

Imprimes all the planting land lying between John Irishes (John Aldens Inhabitants of the same Towne which quantity of land is twenty acars bee it more or les; Together with another pcell of planting land as is suppossed to bee about the sum of eight acars bee it more or les; The same land likwise adioyning to the lands of the aforsaid John Alden a hieway parting them at the Corners of theire land next a swampe;

Wee doe likwise sell all our Right (Enterest to the aforsaid John Washburne To him and to his heaires for euer, in our meadow lands which lyeth in two peells the one peell adioyning to the lands of Phillipe Delanoy Constant *249

Southworth John Irish The other peell lying at a place vssually Called Ducke hill ℓ adioyning to the same The said Moris Truent doth promise his wife Jaane shall acknowlidg according to order the sale of the said lands $\ell \in \ell$ the said Moris ℓ Jaane shall at any time give vnto the said John Washburne or his heaires $\ell \in \ell$ further ℓ more ample assurance of the said land being Required; in Wittnes wherof wee have set to our hands the day ℓ yeare aboue written.

The mark of O MORIS TRUANT.

before mee Miles Standish the
day & yeare aboue written.

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*i648.

Mr Bradford Gouernor.

October the 4th i648.

EDMOND FREEMAN seni of the towne of Sandwidg in the colynie of New plymouth gent acknowlidgeth yt for and in concideration of six and twenty pounds sterlinge to bee payed vnto him in maner and form following: viz at three payments: the first in September next following the date heerof: the 2cond in September i650 and the third and laste payment in September i65i in the ordynary pay of the Cuntry viz corn or cattell by Thomas Chillingsworth of Marshfeild in the coliny aforsaid Shoomaker hath freely and absolutly barganed and Sould vnto the said Thomas Chillingsworth the one halfe of a certaine tracte of vpland and marsh meadow being estemated at aboute three hundred acars or theerabouts bee it more or les which was formerly graunted vnto Captaine Myles Standish and Mr John Alldin lying on the north side of the south Riuer the bredth of the sid whole tracte begining at the easterly side of the beauer pond the said pond being included vnto the westerle side of the litle brooke next Seteaat path ouer the south Riuer and so to Rang in length vpon a norwest lynne on both sides vp into the Cuntry; Mr Arthur howland haueing formerly purchased that halfe of the aforsaid tracte lying next vnto the bridge the Remayning halfe is to bee vnderstood: with all the sd mr Edmond ffreeman his Right title and intereste of and into the sd halfe of the aforsaid tracte of vpland and marsh meadow belonging therunto with all and singuler the apurtenances therunto belonging vnto the sd Thomas Chillingsworth to haue and to hould with all and singuler the premises therunto belonging vnto the onely proper vse and behoofe of him the said Thomas Chillingsworth his heaires and asynes for euer.

Mr Edmond Freeman senir acknowlidged before Mr John ffreeman Assistant that hee hath Received full satisfaction in

Reference to the seuerall payments expressed to be due to him for the abouesaid land sold by him the said Edmond ffreeman to Thomas Chillingsworth deceased.

* 1648.

Mr Bradford Gouerner.

*252

October the 23. i648.

TOHN DUNHAM Junier acknowledeth yt for and in Concideration of twelue pound sterling to be payed vnto him in maner and forme folowing vizt three pound therof to bee payed out of hand in cloth and comodities and fiue pound therof to bee payed by the fifteenth day of aprill next following the date heerof in corn and cattell and the Remayning four pound to bee payed on the last of october i649 in Rye and Indian corn by Nathaneel Masterson hath sould vnto the sd Nathaneel Masterson tenn acars of vpland ground or therabouts bee it more or les being and lying at Weelingsla with all the housing vpon the sd land with the orchyard and the Rye now growing vppon the sd land and all the ffence or ffences therunto belonging vnto the sd Nathaneel Masterson to have and to hold to him the said Nathaneel Masterson his heaires and asynes for euer with all and singuler the apurtenances apertaining vnto the aforsaid land vnto the only proper vse and behoofe of him the said Nathaneell Masterson his heaires and asynes for euer: prouided yt the sd John Dunham is to dwell in and make vse of the aforsaid houses or howsing vntell the fifteenth day of aprell next following the date heerof in wittnes of the aforsaid premeses they have set to thayer hands.

JOHN DUNHAM NATHANEELL MASTERSON.

*i648.

Mr Bradford Gouerner.

*253

January the 23d i648.

EMORANDUM That John Rogers of Duxbery hath bought of Ephraim hicks of plymouth all the Rent of the lands now Improued the which mr Robert hickes now deseased did lett to Georg Partridg Christofer Wadsworth Mr Stare John Washburn and Thomas heward for which John Rogers bindeth himselfe to pay to Ephraim hicks aforsd the Just Sum of flue pound sterling in marchantable corn Sutch as hee doth Receaue of the prsons to whom those lands are let; at his house the next Nouember Com twelvemonth and the sd John Rogers is to fulfill and make good the bargan of Robert hicks deseased concerning the land so let as aforsaid and to discharg

the sd Ephraim of all Damages whatssoeuer wh may fale by the sd bargan in witnes heerof the parties aboue mensioned have heerunto Set theire hands in the presence of

John Morton.

JOHN ROGERS
EPHRAIM HICKS

*254 *i648.

Mr Bradford Gouerner.

TEMORANDUM the 23d of January i648 That Ephraim hicks of New plymouth yeaman acknowlidgeth yt for and in concideration of the Som of eightenne pounds sterli to bee payed in maner and form foloing viz the first payment being nine pound therof to bee payed in Marchantable corn and catell by the 15th of Nouember i650 and the Remander to bee payed by the 15th of Nouember i65i in marchantable corn and cattell as aforsaid each payment to bee payed in corn the one halfe therof and the other halfe in catell; the cattell to bee valleued at the deliuery of them according as two Indifferent men Shall Judg of them the corn to bee wheat Rye and Indian corn of each a licke quantity by John Rogers of Duxbery yeaman hath ffreely and absolutly barganed and Sould vnto the said John Rogers a presell of vpland ground being about threescore acars or therabouts bee it more lese lyeing at the Illand creek at Duxbery aforsaid next vnto the land on wh the sd John Rogers now liueth the length to begin at the water side wher the ffence on the sd land now Standeth and so to extend it selfe vp into the woods with all the ffence now vpon the sd threescore acars of vpland aforsaid with all his Right title and Enterest of and into the sd prmises with all and singuler the apurtnances vnto the sd prmises belonging vnto the sd John Rogers his heaires and asynes for euer vnto the onely pper vse and behoofe of him the sd John Rogers his heaires and asynes for euer prvided yt the sd John Rogers is by this preent bargan and couenant to maintaine the one halfe of the fence vpon the vpland aforsaid against the meadow of the sd Ephraim hicks and the sd Ephraim hicks the other halfe for euer and the said Ephraim hicks is to have so many trees as long as thay are on the ground aforsaid as wilbee needfull to mayntaine his half of the said fence; and further yt the sd John Rogers is to deliuer the corn aboue mensioned and the seuerall psells therof vnto Ephraim hicks at his house at Ileland creek aforsaid.

John Rogers hath fully paied the seuerall paiments due vnto Ephraim hickes for the abouesaid Land vnto Samuell hickes as the heire and Successer of the said Ephraim hickes deceased and accordingly by consent of the said Samuell hickes these presents were entered January the i9th i652.

*i648.

Mr Bradford Gouerner.

*256

January the 24th

N agreement made betwext Gyles Rickard seni of Plymouth on the one part and Edward holman of Plymouth aforsd as foloeth viz yt the sd Gyles Rickard Couenanteth to take Richard Willis the soon in law of Edward aforsd aged about seauen yeares after the maner of an apprentice and to teach and Instruct him in the trade or art of a weauer according to the maner of weauing the sd Gyles Rickard now Imployeth himselfe in and to shew and Instruct him to his best abillity in whatsoeuer himselfe can doe in the trade or arte aforsaid; and that the sd Richard Willis shall continew with Gyles Rickard aforsd after the maner of an apprentice as aforsd vntell hee bee of the age of twenty one yeares duering which time the sd Gyles Rickard Shall provid for Richard Willis aforsd competent and convenient meat drinke aparell washing and lodging and all other nessesaryes beffiting one of his Degree and Ranke and in the terme of time aforsd to give and provide for him two sutes of aparrell one for best and an other for his dayly wearing; and in Case the sd Gyles Rickard should bee taken away by Death beffore the time aforsd bee expired yt the sd Richard Willis shall continew notwithstanding after the maner of an apprentice as aforsaid vnto Judith Rickard the wife of the sd Gyles Rickard or his heaires or excecuters and thay to perform that wh consserneth Gyles Rickard on his part towards the sd Richard willis as acording to the conditions aforsd furthermore yt the sd Richard Willis shall Cary and behaue himselfe in all truth and faithfulnes towards the sd Gyles Rickard as a trew and faithfull aprentice ought to doe nether Imbezeling nor stealing any of his goods nor Revealing his seacrets nor contracting himselfe in mariage to any during the tearm of yeares aforsaid but behaueing himselfe in euery Respect as becometh one in his condition in wittnes of the premises aforsid that thay shallbe trewly and faithfuly performed the sd Gyles Rickard and Edward holman in the behalfe of Richard Willis aforsaid haue heerunto Set thaire hands in the preence of Nathaneell Morton.

> EDWARD HOLMAN GYLES RICKARD

*258 * i648.

Mr Bradford Gouerner.

Recorded ffebrewary the sixt.

NO All peopell to whom these presents shall come Timothy Hatherly of Seteaat in the gouerment of New plymouth in New England in America gent sendeth Greeting; know yea that wheras a sertaine tract or parsell of land lying on the norwest syde of Seteaat brooke wh was given and granted by Mr William Bradford and his asssiates in the gouerment aforsd vnto Mr Richard Andrews Mr John Beachamp Mr James Sherly Settesens of London vnto mee the aforsid Timothy Hatherlee equally to be devided between vs into fouer equall parts or Shares wh sd land is bounded with a brook of water lyeing souththerlee of the harbor at Seteaat and from hywater marke in yt brook to run threemyles west into the woods and from the mouth of the sd brook to run east to the Sea haueing Seteaat land on the south border and the north border being att a little neck of land formerly Called and knowne by the Indians or natiues by the name of Conahaset allies Cohaset and is neare a great fall of water and from hywater mark at the sd neck to run three myles on a west lynne vp into the woods f from the vtmost extent of the sd threemyle west lynn in the woods to run a directe lynn for the west border vnto the vtmost extent of the threemyle west lynn yt Runes from the foresaid Seteaat brook into the woods vntell it meets; having the common on the west border and the Sea on the East border of the sd land of all wh sd foure parts I the sd Timothy Hatherle am lawfully possesed of three of the wh sd foure parts yt is to say Mr Richard Andrews part Mr John Beacham his part and Mr James Sherle his part being deuided into thirty equal parts or shares I the sdd Timothy Hatherle for and in concideration of one hundred and eight pound currant New England pay to mee in hand payed by Charles Chansy pastor of the church of Seteaat Thomas Chambers planter John Williams seni farmer James Cudworth salter Josepth Tilldin yeaman Henery Merett planter Thomas Raullins seni planter Thomas Tarte planter John Hoare farmer Richard Sillis planter Thomas Insyne planter Thomas Chittenton weauer John Stockbridg wheelwright John Allin planter Thomas Hyland planter John Whetcom planter John Woodfeild planter Edward Jenkins planter John Hollet planter Ann Vinall Spinster William Holmes planter John Wheston planter Gowin White planter John Damman planter Redulfus Elmes planter Richard Man planter all and every one of them of Seteaat aforsid in the gouerment aforsd with which aforsd Sum I the sd Timothy Hatherle doe acknowlidg my selfe Suffitiently satisfyed contented and fully payed and therof

and of euery part and persell therof doe exownerate aquit and discharg the aforsaid Charles Chansy Thomas Chambers John Williams James Cudworth Joseph Tilldin & thay and euery of them theire heaires Excecuters Adminestraters and Asynes for ever by these preents have ffreely and absoleutly barganed and Sould Enffefed and confermed and by these preents doe bargan sell Enfeffe and conferm from mee the sd Timothy Hatherle and my heaires to them the said Charles Chansy Thomas Chambers John Williams James Cudworth Josepth Tilldin Henery Merit &c. *To them and either of them thay thaire heaires and asynes for euer twenty seuen parts or Shares of the aforsid thirty parts or Shares that is to say to Charles Chansy one thirtyeth part or Share to him his heaires and asynes for euer To Thomas Chambers one thirtieth part to him his heaires and asynes for euer to the sd John Williams one thirtyeth part to him his heaires and asynes for euer to James Cudworth one thirtieth part or share to him his heaires and asynes foreuer to the said Josepth Tillden two thirtieth parts or Shares to him his heaires and asynes foreuer to Henery Meret one thirtieth part or Share to him his heairs and asynes for euer To Thomas Raullins one thirtieth part or Share to him his heaires and asynes for euer to Thomas Tart one thirtieth part or Share to him his heaires and asynes foreuer to John Hoare one thirtieth part or Share to him his heaires and asynes foreuer to Richard Sillis one thirtieth part or Share to him his heaires and asynes for euer to Thomas Ensyne one thirtieth part or Share to him his heaires and asynes foreuer to Thomas Chittenton one thirtieth part or Share to him his heaires and asynes for euer To John Stokbridg one thirtieth part or Share to him his heaires and asynes for euer to John Allin one thirtieth part or Share to him his heairs and asynes for euer to Thomas Hyland one thirtieth part or Share to him his heaires and asynes for euer to John Whitcom one thirtieth part or Share to him his heaires and asynes for euer to John Woodfeild one thirtieth part or Share to him his heaires and asynes for euer to Edward Jenkins one thirtieth part or Share to him his heaires and asynes for euer to John Hollet one thirtieth part or Share to him his heaires and asynes for euer to Ann Vinall one thirtieth part or Share to Shee her heaires and asynes for euer to William Holmes one thirtieth part or Share to him his heairs and asynes for euer to John Wheston one thirtieth part or Share to him his heairs and asynes foreuer to Gowin White one thirtieth part or Share to him his heaires and asynes for euer to John Damman one thirtieth part or Share to him his heaires and asynes foreuer to Redulfus Elmes one thirtieth part or Share to him his heaires and asynes for euer to Richard Man one thirtieth part or Share to him his heaires and asynes foreuer with all and singular the priviliges and apurtenances therunto belonging

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or any way apertaining to all or any one of the sd twenty seauen thirty parts or Shares or any part or parsell of them to have and to hould to them the sd Charles Chansy Thomas Chambers (& and either of them and theire and either of theire heaires and asynes to them and thayer pper vse and behoofe for euer to bee holden of our Souerain lord the King as of his maner of East greenwidg in the County of Kent in ffree and comon Soccage and not in capety nor by knight seruis by the Rents and servises therof and therby due and of Right acustomed and warranting the salle against all people whatssoeuer as shall any way claime any Right of or in the sd twenty seauen thirty parts or Shares of the sd land or any part or parsell therof And I the sd Timothy Hatherle doe allso further couenant prmise and graunt by this prsent yt it Shall and may bee lawfull to and for the sd Charles Chansy Thomas Chambers John Williams & *Thay or either of them or thair aturny to Record or Enrole these preents or to Cause them to bee Recorded or Enroled in his Maties Court at Newplymouth or in any other court of Judecatuer or in any other place in yt Case pruided before the gouerner for yt time being or any other magistrait or offecer in yt Case pruided acording to the vssual maner of Recording or Enroleing Eucdences in wittnes wherof I the aforsaid Timothy Hatherle haue heerunto set my hand and Seall the first day of December in the two and twenty years of the Raign of our Souerain lord Charles by the grace of God of England Scotland ffrance Ireland and New England King Deffender of the , & and in the yeare of our Lord God i646.

TIMOTHY HATHERLE

his sealle.

Syned Sealled and Deliuered with possesion and seasing in the p^rsence of

John Bowers
John Safin
Robert Hammon
Richard Garett.

*261

*i648.

Mr Bradford Gouerner.

*263

Recorded the sixt of ffebrewary

NOW all men whom this may concerne &c.

Whereas Nathaneel Tillden of Seteaat in America desseased by his last will and Testament bearing date the twenty fiue day of May i64i did giue vnto mee Thomas Tillden second sonn now liueing of the aforšd Nathaneell Tilden desseased sertain legacies of land and goods and of his šd last will and Testament Did make Josepth Tilden my brother his Excecuter &c.

I the said Thomas Tilden Doe heer by these presents acknowledg my selfe to have Receaved and am fully satisfyed for all and every part and presell that was dew vnto mee by the aforsaid will; and I the said Thomas Tilden doe by these presents Release aquit and discharg the aforsaid Joseph Tilden my brother together with his heaires executers adminestraters for ever and I doe further graunt the said Joseph Tilden or any for him full power to Record this Release and Receast of myne in his Mattes court at plymouth and yt for his further security in wittnes where

I have heerunto set my hand and Seale this twenty seauenth day of July i648.

THOMAS TILDEN,

syned Sealed & Deliuered in the p^rsence of

> Humfry Turner Richard Sillis Richard Garrett.

seal.

* i648.

Mr Bradford Gouerner.

*264

Recorded ffebrewary the sixt.

WHERAS Richard Sillis humfry Turner Thomas Pinchin of Seteaat in New England weer by henery Meret and Josepth Tilden of Seteaat aforsaid vpon the 4th of July in the year i648 Chosen arbetraters Indifferently by the aforsd henery Merit and Josepth Tilden to arbetrate and Determine of a Difference about a persell of ffence lyeing on the North syde of the third Clift which standeth between henery Meret and Josepth Tildens land from the Sea east and being to the marsh west now we the aforsaid Richard Sillis humfry Turner Thomas Pinchin hauing frely heard both theire determinations and differences; doe order and determin that the aforsd Josepth

Tildin make and maintaine halfe of the ffence being from the sea westward and further wee determine yt the aforsd Henery Merit shall make and maintaine the other halfe lyeing from the marsh Eastward and so to Joyne vnto the said Josepth Tildens ffence in the midest in witnes wherof wee haue heervnto Subscribbed our hands this twenty seauenth day of

July i648.

The marke of

RICHARD SILLIS HUMFRY TURNER THOMAS PINCHIN

*265

* i648.

Mr Bradford Gouerner.

Recorded ffebrewary the sixt.

NOW all men whom this may concern yt whereas Nathaneell Tilden late of Seteaat in america desseased by his last will and Testament bearing date the twenty fiue day of May i64i did giue vnto mee lidia Tilden his yongest daughter now wife unto Richard Garrett sertaine legacies of land goods and of his st last will and Testament did make Joseph Tilden my brother his executer wee the st Richard Garrett and Lidia Garrett my wife doe heer by these prents acknowlidg our selues to have Receaved and are fully satisfyed for all and every part and parsell yt was due vnto vs by the aforsaid will and wee the said Richard Garrett and Lidia his wife doe by these prents Release aquite and Discharg the aforsaid Josepth Tilden our brother together with his heaires executers adminestraters for ever and wee doe further graunt the said Josepth Tilden or any for him full power to Record this Release and Receite of ours in his Maties court at plymouth and yt for his further security in wittnes wherof wee have heervnto set our hands and Sealls this twentieth of July i648.

syned Sealled and Deliuered in the

prence of Gorg Suttun

RICHARD GARRETT his

Simon Suttun

Steuen Tilden

LIDIA GARRETT her

seall

seall

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*i648.

BRADFORD Gouer.

*266

June the i9th i648.

THE agreement made between John Phillips and John Barker Robert Barker and Ralph Chapman.

Impri the aboue said pries are agreed you the sowth syde of John Barkers brooke shalbee the bounds of the abouesaid John Phillips for his meadow to hould for euer as his owne programmer Right to him and his heaires for euer and to the Sowth Riuer and so for the voland voon the Same Rang which mr Staars land Runes according to the Court Roule and you this is our Joynt acte and agreement wee Set to our hands in wittnes heerof the day and yeare aboue written

Wittnes John Allden Experience Michell JOHN BARKER

the marke of OF ROBERT BARKER

The mark of JOHN PHILLIPS

The mark of RALPH

CHAPMAN

*i648.

Mr BRADFORD Gouerner.

*267

ffebrewary the twenty sixt.

Sowthworth of Plymouth his brother in the Coliny of New plymouth in New England in America yeamen doe acknowlidg yt for and in concideration of the full Som of sixteene pound sterling to them alredy payed by ffrancis Godfray of the towne of Duxbery in the Coliny aforsd Carpenter haue ffreely and absolutely barganed and sould vnto the said ffrancis Godfray a certaine parsell of vpland ground Containing an hundred acars or thereabouts bee it more or les lyeing at the north Riuer from Mr Vassels Range in breadth east and by north along the sd north Riuer to a marked tree vpon the sd Range with all the Meadow ground belonging therunto to haue and to hould with all their Right title and Enterest of and into the said premises with all and singular the apurtenances belonging vnto the sd premises vnto the said ffrancis Godfray to him and his heires the assignes for euer vnto the onely prer vse and behoofe of him the sd ffrancis Godfray to him and his heaires the assignes for euer.

EMORANDUM the 16th of March y^t Samuell ffuller of Plymouth with the concent of his mother M^{is} Bridget ffuller doth by these p^rsents make ouer vnto Leiuetennat Matthew ffuller of Plymouth aforsd all theire Right title and Enterest of and into a Small pcell of vpland ground liing at Strawbery hill neare Plymouth Somtims belonging vnto Edward Burcher being about two acars or therabouts bee it more or lese being bounded with the Marsh at goose point on the one syde and M^r Jeningses land on the other syde the nether end butting vpon the bay vnto the said Matthew ffuller to haue and to hould to him and his heaires for euer vnto the onely p^rper vse and behoofe of him the sd Matthew ffuller vnto him and his heaires for euer.

*268 * i648.

BRADFORD Gouer.

THESE presents wittnesseth yt John Balden hath Couenanted with mr William Colliar of Duxburow to doe him honest and faithfull servis in Sutch work and Imployment as the said Mr William Colliar shall have Ocation to Imploy him the said John Balden in and about from the twentieth day of December i648 the full tearm of flue yeares; and the sid Mr William Colliar Couenanteth to give the said John Ballden meat Drinke and Cloathing lodging and washing and at the end of fouer yeares servis to give the said John Balden a heaiffer of two years old

beffore mee MILES STANDISH.

*269 * i648.

Bradford gouerner.

New plymouth.

EMORANDUM the 8th of March yt Mr William Bradford Gouerner doth acknowlidg yt for and in concideration of fifty pounds to him allredy payed in Cattell and worke by Mr John howland of plymouth aforsaid and his asignes hath freely and absoleutly barganed and Sould vnto the said Mr John howland a certaine tract of land lying within the limits of Marshfeild Comonly called the great yland with all the marsh meadow lyeing before the sd yland lying on the weast syde from the Ceader tree to the weast point therof containing about thirteene acars bee it more or lese with all the sd Mr William Bradford his Right title and Enterest of and into the sd premises with all the apurtenances apertaning vnto the said premises to have and to hold vnto the said Mr John howland his heaires and asynes for euer vnto the onely premises and behoof of him the said mr John howland his heaires and asynes for euer.

And I the said John howland seni the day and year aboue written doe acknowlidg yt for and in concideration of the sum of twenty five pound sterling to mee all Redy payed haue ffreely and absoleutly barganed and Sould vnto my sooninlaw John Gorum the one halfe of the aforsaid yland and marsh meadow belonging therunto to bee equally deuided betwixt my selfe and him the one halfe of the aforsd yland and marsh meadow to belong vnto the said John Gorum his heaires and asynes for euer vnto the onely prper vse and behoofe of him the sd John Gorum his heaires and asynes for euer.

Mr Bradford Gouer * i649.

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EMORANDUM the 9th of Apreell i649 yt Richard Church senier the day and yeare aforsd before the Gouerner did acknowlidg yt for and in concideration of twenty fiue pounds sterling to bee paid by Robert Bartlet of New plymouth hath ffreely and absoleutly barganed and sould vnto the sd Robert bartlet an house and land lyeng at the Eel Riuer near plymouth aforsaid with all the meadow land of any kind at any time graunted or any way apertaining vnto the said Richard Church vnto this preent day within the limits of plimouth aforsd with all the seuerall apurtenances belonging vnto the sid house and land acording to a wrighting vnderneath entered

In the yeare of our Lord i649 Aprell the 9th

Bee it knowne vnto all men by these prsents yt I Richard Church haue sould vnto Robert Bartlet all the Right and title yt I the sd Richard Church hath in house and houseing and land with all the meadow ground with the addition yt hee had of goodman Kemton at the Eel Riuer and hee is to leaue a Cubbert and a bime1 and all the shelues and benches yt are in the house and all [1i.e.binne. the ladders yt are about the house and the sd Richard Church doth bind himselfe his heaires and asynes to Ensure all yt the sd Richard Church hath sould to Robert Bartlet yt no man shall not truble him for it but the said Richard Church is to take his Corn of from the ground and to threash it in the barn in fourteen days and hee is to leave the plancks yt are in the barne.

And the said Robert Bartlet is to give vnto the sd Richard Church for his house and land the full Sum of twenty fiue pound in maner and form foloing a Rid oxe yt they Call his name Mouse for eight pound and ten shi. and six pound to bee payed at Mr Paddies in Comodities and the Resedew to bee paid the next yeare foloing in the last of September either in Catell or in Corn or in Marchants pay if in Cattell thay must be prised if in Corn it must be at the prise Currant if in Marchants pay hee must take it as

hee Receveth it; and the marchants pay is to bee paid in linnen and woollen and shoos and stockens heere at plymouth if they be there to bee had if not hee is to take it in the other pay.

And Elizabeth the wife of Richard Church aforsid the day and yeare aboue written did acording to order giue her free and full Concent vnto the salle of the house and land and theire seuerall apurtenances aforsaid acording to the tearmes and Conditions aboue mensioned.

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*i649.

Mr BRADFORD Gouer

Aprell the 16th i649.

EMORANDUM that I John Barnes Doe aqquite Release and discharge Gorg Bonham of all debts dews and demaunds from the begining of the world to this present day being the i6th of aprell

in wittnes wherof I have heerunto set my hand.

his

JOHN BARNES T

H mark.

*273

* i649.

Bradford Gouer

MEMORAND the eighteenth of aprell that John Barnes of New Plymouth doth acknowlidg that for and in Concideration of the Som of three pound sterling to bee payed by Gorg Bonum of Plymouth aforsaid husbandman; yt is to say twenty shilling therof to bee payed on the fifteenth of october in the yeare i650 and the Remaynder therof to bee payed by twenty shillings a year the two foloing yeares in Corn as it goes at a Currant prise at the times of payment; that hee hath freely and absolutly barganed and sould a preell of Land lyeing at the ffishing point at the mouth of the Eel Riuer formerly bought of Mark Mendum next adioyning vnto the other Land belonging vnto the said Gorg Bonum to have and to hold the said peell of Land with all and singular the apurtenances and Inlargments any way belonging therunto vnto the said Gorg Bonum his heaires and assignes for euer vnto the only proper vse and behoofe of him the said Gorg Bonum his heaires and assignes for euer.

* i649.

Bradford Gouerner.

*274

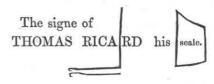
O all to whom these preents shall Com Thomas Ricard of Scittuaat in the gouerment of New Plymouth in New England in america Sendeth Greeting.

hnow yee that I the aforsaid Thomas Ricard for and in Concideration of eight pound of Currant New England pay to mee in hand payed by Josephh Tilden of Scittuaat aforsaid in the gouerment aforsaid yeaman; wherwith I the aforsaid Thomas Ricard doe acknowlidg my selfe Suffisciently satisfied Contented and fully payed and therof and of euery part and pcell therof doe Exownarate aquit and discharge the aforsaid Josepth Tilden hee his heaires Executers adminnestrators and assignes for euer by these presents have ffreely and absolutly barganed and Sould Enfeafed and Confermed and by these presents doe bargan Sell Enfeafe and Conferme from mee the said Thomas Ricard and my heaires to him the said Josepth Tilden and his heaires and assignes for euer my Lot at the Clift Comonly knowne by the name of the third Clift lying and being in Scettuate aforsaid and is bounded towards the East to the Sea towards the West to the marsh land of the aforsaid Josepth Tilden towards the north to the Land of Thomas Chambers and towards the south to the Land of Thomas Pincin; the which said land is by Computation seauen acars more or les, to have and to hold the aforsaid seauen acars of vpland with all and singular the apurtenances therunto belonging or any way apertayning to all or any part or peell of the aforsaid land vnto the aforsaid Joseph Tilden hee his heaires exequetors adminestrators and assignes for euer To the prper vse & behoofe of him the said Joseph Tilden hee his heaires and assignes for euer To bee holden of our Soueraign Lord the King as of his manor of East greenwidg in the County of Kent in ffree and Comon Sockage and not in Capete nor by Knights seruice by the Rents and seruices therof and therby dew and of Right acustumed and with warrantice against all peopell whatsoeuer from by or vnder mee the said Thomas Ricard or by my Right or title Claiming any Right title or Enterest of or in the said prmises or any part or peell therof And I the said Thomas Ricard doe allso Couenant promise and graunt by These preents yt it shall and may bee lawfull to for the said Josepth Tilden either by himselfe or his atorney to Record or Enrowle these presents or to Cause them to bee Recorded or Enrowled in his Maties Court at Plymouth aforsaid or in any other place in yt Case puided before the Gouernor for yt time being or any other Maiestrait in yt Case puided according to the vsuall manor of Recording or inrowling Euidences in Wittnes wherof I the said Thomas Ricard haue heerunto set my hand and Seale the tenth day

of October in the four and twentieth yeare of the Raigne of our Soueraigne Charles of England Scotland ffrance and Ireland and New England King and in the yeare of our Lord God i648 one thousand six hundred fourty and eight.

. Signed Sealled seasing and possession and deliuered in the p^rsence

of Richard Garret Wilłam Hatch.



*276

* i649.

Bradford Gouerner.

all peopell to whom these presents shall Com John hanmore of Scettuaat in the gouerment of New Plymouth in New England in america sendeth Greet.

Know yee that I the aforsaid John hanmore for and in Concideration of fifteene pounds of Currant New England pay to mee in hand payed by Josepth Tilden of Scettuaat aforsaid in the gouerment aforsaid yeaman; wherwith I doe acknowlidg my selfe Suffissiently satisfyed Contented and fully payed and therof and of euery part and pcell doe Exownarate acquite and discharg the aforsaid Josepth Tilden hee his heaires exequetors adminestrators and assignes for euer; by these preents have ffreely and absolutly barganed and sould Enffeafed and Confermed and by these preents doe bargan Sell and Enffeafe and Conferme vnto the said Josepth Tilden hee his heaires Exequeters adminestrators and assignes for euer fiue acares of vpland lying and beeing in Scettuaat aforsaid on the Clift Comonly Called and knowne by the name of the third Clift and is bounded to the Sea towards the East; towards the west to the Mersh land of the said John hanmore; to the Land of Mr foot yt was somtims the land of Daniell Pryor Toward the south and to the Lands of henery Merit toward the North; as allso two acars more or les of mersh meadow lying adioyning to the aforsaid vpland and is bounded towards the east to the Land of the aforsaid henery Merrit vnto the aforsaid vpland towards the west to the hieway Toward the North to the mersh land of the aforsaid Josepth Tilden and Towards the south to the swamp of Thomas Pincin; lickwise fiue acars more or les of vpland lying ouer against the aforsaid marsh land on the other side the hieway and is bounded towards the East to the hieway towars the west to the Comon toward the north to the Land of Gorg Pitcoke towars the South to the lands of Thomas Pincin all

which said too pells of vpland and two acars of mersh weer somtimes the Land of Gorg Kenrick somtimes of Scettuaat to have and to hold the aforsaid vpland and mersh with all and singular the apurtenances therunto belonging or any way apertaining to all or any part or peell of the aforsaid land from mee the said John hanmore and my heaires to him the said Josepth Tilden and hee his heaires and assignes for euer to the pper vse and behoof of him the said Josepth Tilden hee his heaires and assignes for euer.

To be holde of our Souaraine Lord the King as of his maner of east greenwidge in the County of Kent in ffree and Common Sockage and not in capite nor by Knights seruis by the Rents and servises therof and therby dew and of Right acustomed and with warrantice against all peopell whatsoeuer from by and vnder mee the said John hanmore or by my Right or title claiming any Right title or Enterrest of or in the premises or any pt or psell therof.

* i649
BRADFORD
Gouern.

*277

And I the said John hanmore Doe allso Couenant and promise Ann hanmore my wife Shall Resigne vp vnto the aforsaid Joseph Tildine all her Right and Enterest in the aforsaid land and yt in sutch maner as the law hath apointed in sutch Resignations of Rights of the thirds; and this to be done within one month after the date heerof And I the said John hanmore doe further Couenant promise and graunt by these presents yt it Shall and may bee lawfull to and for the said Josepth Tildine either by himself or his aturny to Record or inrowle these presents or to cause them to bee Recorded and Inrowlled in his Maties Court at New Plymouth aforsaid before the Gouern for yt time being or any other offecer in yt Case prouided In witnes Wherof I the said John hanmore have heerunto set my hand and seale twelfth day of Agust in the twentyfourth yeare of the Raygne of our Soueraine Lord Charles of England Scotland ffrance and Ireland and New England King and in the yeare of our lord God i648.

Signed Sealled and Deluered in the p^rsence of vs Together withe the Possesion and Deliuery of the land by Turfe and Twigg

Richard Garrett ffrancis Crooker John Saffin

JOHN HANMORE

seal

*278

1649

*BRADFORD Gouerner

Recorded acording To Order the thirtieth of Aprell.

To all to whom these presents shall come William Hatch the Elder of Settuate in the government New plymouth in new England in america Youman sendeth greeting know per that I the aforsaid William Hatch for and in consideration of twenty pound of Currant New England pay to mee in hand payed by Josepth Tildine of Settuate aforsaid in the gouerment aforsaid yeaman wherwith I the said William hatch doe acknowlidg my selfe fulliv satitisfyed contented and fully paid and therof and of euery part and parsell therof doth exownerate aquite and discharg the afforsaid Josepth Tildine hee his heaires Exequetors adminestrators and assignes for euer by these preents have freely and absolutly barganed and sould Enfeaffed and Confermed and by these presents doe bargan sell Enfeaffe and conferme from mee the said William hatch and my heaires to him the said Josepth Tildine and hee his heaires and assignes for euer one Iland of vpland containing by Computation Twenty acres more or les together with all the mersh meadow therunto adioyning lyeng and being by the Riuer Comonly Called the North Riuer wh said Land is knowne by the name of Old Iland, and is bounded toward the east to the afforsaid North Riuer oposite overagainst the Clift comonly called and knowne by the name of the ffourth or ffowe Clift and toward the East there is a Creeke wh prosedes from the North River between the afforsaid Iland and mersh and the Iland Comonly Called and known by the name of Coopers Iland and so Trencheth about westerle and on the north side it is bouned with a Creeke yt prosedes out of the afforsaid North River and Trencheth about Southerly neare to the afforsaid Creeke there being but a Smale distance between the said Creeks towards there vpper ends, with all and singular the apurtenances therunto belonging or any way apertaining to all the said vpland and mersh or any pt or parsell therof To have and to hold the afforsaid vpland and mersh vnto the said Josepth Tilden hee his heaires and assignes for euer to the prop vse and behoofe of him the said Josepth Tilden hee his heaires and assignes for euer To bee holden of our Soueraine Lord the King as of his mannor of East Greenwidge in the County of Kent in ffree and Common Sockage and not in Capete nor by Knights Seruis by the Rents and Seruices therof and therby dew and of Right acustumed and with warrantice against all peopell whatsoeuer from by or vnder mee the said William hatch or by my Right or title claiming any Right title or Enterest of or in the aforsaid premises or any pt or parcell therof.

*i649

BRADFORD Gouerner

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I the said William hatch doe allso Couenant and promise p these prsents yt Jaane hatch my wife shall within one month next after the date herof yeald vp and Resigne ouer her Right of the thirdes of the aforsaid lands vnto the aforsaid Josepth Tilden acording to the Custome of the Cuntry and as law Requires in sutch a Case And I the said William hatch doe further Couenant and promise and graunt p these preents that it shall and may bee lawfull to and for the said Josepth Tilden either by himselfe or his aturney to Record or Inrowle these presents or to cause them to be Recorded or InRowled in his Maties Court at New Plymouth afforsaid or in any other place in yt Case prouided beefore the Gouerner for yt time being or any other Maiestrait in that case prouided acording to the vsuall mannor of Recording and Inrowling In witnes wherof I the said William hatch have heerunto set my hand and seale the fourth day of October in the four and twentieth yeare of the Raigne of our Soueraine Lord Charles of England Scotland ffrance Ireland and New England King and in the yeare of our Lord God one Thousand Six hundred ffourty and eight.

WILLIAM HATCH

Signed Sealled and Deliuered in the presence of Richard Garrett Steven Tildine



*i649

Mr Bradford Gouernr

*281

EMORANDUM the 24th of Aprell i649 yt Mis Ann Atwood doth acknowlidg yt for and in Concideration of the som of eight pound sterling to bee paid by John Shawe the younger this present yeare in June next at Boston in the Massachusets Bay in Such Comodities as the said Mis Atwood shall send for shee hath freely and absolutly barganed and Sould vnto the said John Shawe all yt parsell of Marsh Medow lyeing in Greens harbor Marsh neare the Cut being estemated at about eight acares bee it more or les which was formerly graunted vnto Mr John Atwood her husband deseased to have and to hould vnto the said John Shawe his heaires and assignes for ever vnto the onely proper vse and behoofe of him the said John Shawe his heairs and assignes for ever

RICHARD CHADWELL in regard of divers ocations of trauelling to and fro Lest hee should loose these aquitances heer vnder written desired thay might be entered and Recorded and accordingly weer the 17th of May i649.

Bee it knowne vnto all men by these p^rsents y^t I Thomas Mayhew of Meadford Marchant doe acclaime acquitt and discharg Richard Chadwell of Sagus shipwright of all debts Reconings debt and accompts betwixt, from the begining of the world vnto this p^rsent witnes my hand this 12th of august in the yeare of our Lord God one Thousand six hundred thirty and fine i635.

- p MATHEW CRADOCCK.
- p THOMAS MAIHEW.

Receaued 14ⁿ — 5^s in full Satisfaction of all accounts between Richard Chadwell and my selfe RICHARD BELLINGHAM.

the 29th of the 2cond month. }

THE bargan of Meddow ground abouemencioned sould by Mis Ann Atwood vnto John Shaw Juni was sence sould by the said John Shaw vnto his Brother in law Steuen Bryant and acknowlidged before Captaine Standish in the words following

I John Shaw doe acknowlidge that I have sould all my Right and title that I have in the meddow ground above mencioned to my brother Steuen Bryant to him his heires and assignes for ever.

JOHN SHAW.

This Bargan and sale acknowlidged the ninth day of June i65i.

before mee

MILES STANDISH.

*283

*i649

BRADFORD Gouerner.

To all people to whom the present writing shall Com Samuell house of Scettuate in the Gouerment of New Plymouth in New England in america Shipcarpenter sendeth greeting

Know pe that I the aforsaid Samuell house for and Concideration of a valluable som to mee in hand payed p Thomas Rawlins seni of Scettuaate aforsaid in the gouerment aforsaid Planter wherwith I doe acknowlidg my selfe suffissiently satisfied Contented and fully Payed and

therof and of euery pt f pcell therof doe Exownerate aquite and discharg the aforsaid Thomas Rawlins hee his heaires Exequetors adminestraters and assignes for euer p these preents have freely and absolutly barganed and sould infeafed and Confermed and p these preents doe bargain sell infeafe and Conferme vnto the said Thomas Rawlins hee his heaires and assignes for euer one small psell of land lyeing and being in Setuaat aforsaid and was somtims pt of yt land yt was Christofer Winters and is p Computation twelue Rodds more or les and is bounded toward the north to the land of the aforsaid Thomas Rawlins toward the South to the land of the aforsaid Samuell house; Towards the east to the hyeway towards the west to the land of the aforsaid Samwell house with all and singular the apurtenances therunto belonging or any way apertaining to any pt or pcell of the aforsaid land and all my Right title and Interest into the said premises or any pt or pcell therof to have and to hold the aforsaid twelve Rodds of vpland vnto the aforsaid Thomas Rawlins hee his heaires and assignes for euer to the pper vse and behoofe of him The said Thomas Rawlins hee his heaires and assignes for euer To be holden of our Soueraigne Lord the King as of his Maner of East greenwidge in the County of Kent in free and Comon Sockage and not in Cappaty nor by Knightes Seruis by the Rents and seruisses therof and therby dew and of Right accustumed, and with warrantix against all peopell whatsoeuer from by or vnder mee the said Samuell house or by my Right or title claiming any Right title or Interest of or in the premises or any part therof And I the said Samuell house doe allso Couenant promise and graunt p these prsents yt it shall and may bee lawfull to and for the said Thomas Rawlins either by himselfe or his attorny to Record these psents or to cause them to bee Record or Inrowled in his Maties Court at New Plymouth aforsaid or any other place in yt case prouided before the Gouerner for yt time being or any other offecer in yt Case prouided according to the vsuall maner of Recording and InRowling Euidences In that Case prouided in wittnes wherof I the said Samuell house have heerynto set my hand and Seale the first day of January in the two and twentieth yeare of the Raigne of our Soueraigne Lord Charles of England Scotland ffrance Ireland and New England King and in the yeare of our Lord God one thousand six hundred fourty and six i646

*i649.
Bradford Gouerner.
*284

Sealed and deliuered in the p^rsence of vs James Cudworth Isaack Chittenden SAMUELL HOUSE

his



*285 * i649.

BRADFORD Gouerner

THIS Date made in the tweluth day of May Anno Domini i645 betwene John Whetherden of Settuaate in the Coliny of New Plymouth in New England in america miller and Thomas Rawlins of Setuaat aforsaid yeaman wittnesseth yt the aforsaid John Whetherden for and In Concideration of eight pounds p mee alredy Receaued haue given barganed and sould and p these presents doe give bargan and sell free from all Intaillments of mee and my heaires vnto the aforsaid Thomas Rawlins and hee his heaires for euer; a Portion of vpland marsh Containing twenty acars more or les lying on the North side of the 2cond Clift it being bouned on the Sowth with the land of ffrancis Rawlins on the east with the Sea, on the west and north Rounded with the Creeks; and Concidering yt the said land was formerly the ffree Simple of Christofer Winter Purchased of Thomas Tart Purchased of Anthony Annable I the said John Whetherden doe by these preents bind mee my heaires Exequetors Adminestrators to suffer and permit the said Thomas Rawlins hee his heaires Exquetors Administrators and assignes peacably to Inioy and hould the aforsaid land for euer; and lickwise doe secuer him the said Land; f against the formencioned pties or any other yt shall opose him in Through or vnder mee; and lickwise doe give him full power to Inrowle the tenor of the aforsaid land at his Maties Court at New Plymouth according as it is in yt Case prouided in wittnes wherof I have heerunto set my hand and Seale the day and yeare aboue written i645

Sealled and deliuered in the presence of vs Thomas Tart John Whiston

JOHN WHETHERDEN

his



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*i649

BRADFORD Gouerner

At the generall Court holden at New Plymouth the 8th of June befor M^r William Bradford Gou^r M^r Prence M^r William Coliar Captaine Miles Standish M^r Timothy Hatherle M^r John Browne and M^r William Thomas gent. affistants:

Mr EDMOUND HAWES of Yarmouth Came into the said Court and acknowlidged ythee hath freely and absoleutly barganed and sould vnto Mr Thomas Burne of Marshfeild a Certaine peell of vpland being in Marshfeild aforsaid lying on the North side of the south Riuer esteemated at about thirty acares bee it more or les bounded allso with the lands of Daniell Cole

on the one side and Mr John Aldins on the other side with all his meadow land belonging therunto with all his Right title and Interest of and into the said Premises and the apurtenances apertaining vnto vnto the said premises to have And to fould the aforsaid peell of vpland and meadow with theire apurtenances vnto the said Mr Thomas Burne his heairs and assignes for ever vnto the onely pper vse and behoofe of him the said Mr Thomas Burne his heairs and assignes for ever; and the said Mr Hawes did allso acknowlidg before the Court abovesaid yt hee was fully satisfied by the said Mr Thomas Burne for the aforsaid Lands.

THE day and yeare abouesaid before the Court abousaid Daniell Cole of Nawset did acknowlidg yt hee hath given vp all his Right title and interest into his land in Marshfeild being about fifty acares bee it more or les with all the meadow land belonging therunto vnto Edmond Weston the adminestrator of the estate of Thomas howell Desseased; as allso all and singular the apurtenances any way apertaining vnto the said premises and yt hee the said Daniell Cole is fully satisfied for the said Lands.

*i649.

Bradford Gouerner.

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EMORAND the 11th of July i649 yt Mr Thomas Prence of the towne of Nawset in the Coliny of New Plymouth in New England in america gent: doth acknowlidg yt for and in concideration of twenty one pound and tenn shillings hee hath freely and absolutly barganed and sould vnto Jakob Cooke of the towne of Plymouth in the Coliny of New Plymouth planter a percell of vpland being estemated at about fourty acars bee it more or les lying in Rocky noocke near Plymouth aforsaid being bounded with the lands of Mr John Combe on the one syde and of ffrancis Cooke on the other side abuting vpon the bay and so extending itselfe vp into the woods with the Inlargment at the vper end therof as is expressed in the Record of the Inlargment aforsaid entered in the Court booke with three acars of Mersh medow or therabouts bee it more les aioyning vnto the vpland aforsaid; all and singular the premises with all and singular the apurtenances apertaining vnto the said premises. to have and to hold videlecett the aforsaid fourty acars of vpland more or les with the Inlargment aded therunto and the three acars of meadow with thaire seuerall apurtenances vnto the said Jakob Cooke his heaires and assignes for euer vnto the only proper vse and behoofe of him the said Jakob Cook his heaires and assignes for euer.

ffurthermore the said Mr Thomas Prence Couenanteth by these prents

to deffend the propriety and title of the lands aforsaid from time to time and at all times from any prson or prsons yt shall or may lay any Claime or title from by or vnder him or any before him vnto the whole or any part or pcell of the lands and thaire seuerall apurtenances aforsaid and shall warrantice the salle therof against any yt shall opose the same vnto the said Jakob Cook his heaires and assignes for euer.

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*i649

Bradford Gouerner.

EMORAND the 13th of July that Mr Thomas Prence of the towne of Nawset in the Coliny of New Plymouth in New England in america gent doth acknowlidg yt for and in concideration of fourty flue pound sterling hee hath freely and absolutly barganed alianated and sould vnto Richard Church of the towne of Nawset in the Coliny aforsaid Carpenter and vnto Anthony Snow of the towne of Marshfeild in the Coliny aforsaid felt maker a Certaine tract of vpland and mersh meadow lying in the limits of greens harbor allies Marshfeild aforsaid; videlicet all his both vpland and meadow lying betwixt Mr Burns and a little Creeke lying on the west side of the said tracte of land towards Mr Buckles and fourty acars of vpland on the other side of the said Creeke or els a pcell of land lying by the south side of the south Riuer and Invironed with Swamps on the sowthwest side and the said south Riuer on the north side as is expressed in the Record of the graunt of the said lands vnto the aforsaid Mr Thomas Prenc bearing date the fift of ffebrewary i647 with all the said Mr Thomas Prence his Right title and Enterest of and vnto the said premises with all the apurtenances belonging or any way apertaining to the said premises to have and to hold the said tract of vpland and mersh meadow in euery Respect as is aboue mensioned vnto the said Richard Church and Anthony Snow to them and theire heaires and assignes for euer vnto the only proper vse and behoof of them the said Richard Church and Anthony Snow to them theire heaires and assignes foreuer.

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* i649.

BRADFORD Gouerner.

A deed apointed to bee Recorded.

BEE it known vnto all Men that I Mary Smith somtimes the wife of Richard Masterson desseased doe by these presents acknowlidg yt I haue ffreely and absolutly given and made over and doe by this my deed ffreely give and Resigne vnto my soon Nathaneel Masterson and vnto my daughter Sara the wife of John Wood all my Right title and Interest of and into an

house in Leyden in Holland somtimes apertaining vnto my dessessed husband Richard Masterson aforsaid the said house to have and to hold vnto the said Nathaneel Masterson and Sara Wood to them thaire heaires and assignes for euer vnto the onely prer vse and behoofe of them the said Nathaneel Masterson and Sara Wood vnto them and theire heairs and assignes for euer.

The 20th of the 10th month i645 a Record of Land pchased from The towne of Rehoboth with an agreement of what other lands are to be aded for John Browne.

THEREAS there was a 2cond agreement made with the Indians for theire full Concent in their Remoueing from Wanomoycet and the vallew of fifteene pounds sterling to bee payed them or theireabouts in seuerall Comodities; it was in seuerall Town meetings appounded yt if any one man woold pay yt pticuller Purchase thay should have yt Land with twelve acres lying at Watchemoquit Coue & so mutch more land at Wanomoycet as should be thought worth the payment of the same; afterward Richard Bowin Robert Martin and Steven Paine by the apointment of the Rest of the Townsmen viewed & layed out yt necke of Land called & knowne by the name of Wanomoycet necke from the salt water wher the Indians had formerly made a hedge Rainging vnto the Northerly end of the Indian ffeild & so Round about the said Indian ffeild vnto the salt water wher vpon the 29th of the tenth month i645 Mr John Browne in a towne meeting did promise & vndertake to pay the said Purchase in Concideration yt the said lands to belong to him (his heaires or assignes for euer; and ffurther it was agreed in the said Towne meeting yt in all deuissions of Lands yt was or yt heerafter should bee made yt what prortion should fall to his Share after the rate of 308 estate should bee layed forth for him adioyning to the aforsaid lands on the ffurther side from the Towne or towards the salt marsh or so as may bee both lest piuditiall to the Towne or to himselfe saueing yt fourty fouer acres vpon Watchemoquet necke allredy alloted him to bee part of the same; and hee doth ffurther agree to accept of tenn acres of salt marsh wher hee mowed this yeare; formerly alloted to him in full of all meadow land belonging to the Towne (doth further promise yt when the Rest of the Townsmen shall ffence theire Land allredy alloted vpon Wachemoquit Necke hee to ffence his part with them (to bear his part in Town Charges after the aforsaid som of three hundred pounds Estate; If hee doth further primise not to make any sutch ffence so fare into the salt water vpon the westerly side of Wanomoycet Neck as shall bare out hoggs

from Claming nor from the south point of the said neck; a quarter of a mile on the East part of the said neck.

p me EDWARD SMITH

Towne Clarke.

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* i649.

Bradford gouerner.

TEMORANDUM the twentyeight of July i649 yt Gorg Partridg of the towne of Duxbery in the Coliny of New Plymouth in New England in america Tayler doth acknowlidg yt for and in Concideration of the Som of fouer pound sterling to him alredy payed by Sergeant William Mericke and John Vobes of the towne aforsaid in the Coliny aforsaid Tayler hee hath freely and absolutly barganed alianated and Sould vnto the said William Mericke and John Vobes a smale pcell of vpland ground being esteemated at about fiue acars or therabouts bee it more or les being in Duxbery aforsaid at poulder point betwixt the lands of Gorg Soule on the one side and Solomon Lenerson on the other side with all the said Gorg Partridg his Right title and Enterest of and into the said premises with all and singular the apurtenances belonging therunto to hatte and to hold vnto the said William Mericke and John Vobes to them theire heaires and assignes for euer vnto the onely proper vse and behoofe of them the said William Merick and John Vobes to them theire heaires for euer.

EMORAND the day and yeare abouewritten that wheras Sergiant William Mericke abouesaid hath formerly been in partenership with John Vobes abouesaid in an house and parcell of vpland Containing about fifteene acars bee it more or les being in the towne of Duxbery aforsaid at poulder point aforsaid being bounded with the lands of Gorg soule and Solomon Lenerson with a pcell of meadow apertaining thervnto These are therfore to Signify vnto all whom for the futuer it shall Concern yt the said William Mericke doth by these presents acknowlidg yt for and in Concideration of the full som of twelue pound sterling to him allredy payed by John Vobes aforsaid yt hee hath ffreely and absolutly barganed allianated and sould vnto the said John Vobes the one halfe of the aforsaid house and fifteene acars of vpland and the meadow land apertaining therunto wh said house and lands thay had formery in Joynt partenership betwixt them together with his part of a Smale peell of vpland purchased Joyntly by the said pties of Mr John Alden of Duxbery aforsaid which said Smale pcell being about two acars bee it more or les the said Mr John Alden the day and yeare aboue written did acknowlidg ythee hath formerly sould vnto the said William Mericke and John Vobes when thay weer in partnership together and ythee is fully satisfyed for it; The said William Mericke his said halfe part of the aforsaid house fifteen acares of vpland and his halfe of the meadow apertaining therunto with his halfe part of the sid two acars of vpland purchased of Mr John Alden the said premises with all and singular the apurtenances belonging vnto the said premises to haut and to hold vnto the said John Vobes his heaires and assignes for euer vnto the onely prer vse and behoofe of him the sid John Vobes his heaires and assignes for euer.

*i649

BRADFORD Gouerner

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EMORANDUM the sixteenth of September yt Thurston Clarke the elder doth acknowlidg yt for and in Concideration of the som of ten pound sterling wherof fiue pound is already payed by John Dunham Juni of Plymouth; and the Remayning five pound to bee payed by the fifteenth day of September i650 by John Dunham aforsaid hee hath freely fully and absolutly barganed and sould vnto the said John Dunham an house and tenn acars of vpland bee it more or les beeing in the townshipe of New Plymouth aforsaid lyeing aboue the hieway goeing to Joanses Riuer abuting vpon the vper ends of the lots of Samuell Cutbert & Edward Doty with all the houses and housing ffences and ffencing now in and vpon the said Land with all the boards and shelues dores and locks now in vse in the aforsaid house or housing with the orchyard and all the frute trees of any kind in the same; the said house and tenn acars of land bee it more or les with the orchyard and all and singuler the apurtenances to haut and to hold vnto the said John Dunham his heaires and assignes for euer vnto the onely prper vse and behoofe of him the said John Dunham his heaires and assignes for euer.

And Faith Clarke the wife of the aforsaid Thurston Clarke the day and year aboue written did according to order giue her free and full Concent vnto the Saile of of the aforsaid house Land and Orchyard and there seuerall apurtenances.

December the 13th i649.

MEMORAND that Mr Edmond ffreeman seni doth acknowlidg yt on the eight of June last past for and In Concideration of the som of twelue pound sterling to him alredy payed telly satisfyed by Steuen Payne of Rehoboth hee hath ffreely fully tabsolutly barganed to sould vnto the said Steuen Payne all yt his house situate in Rehoboth aforsaid with six acars and seauen acars of meadow with about fourty acars of vpland with all such apportions as either haue been aded therunto sence the time that the said Mr Edmond ffreeman Purchased the said house and lands of Mr Wiltam Bradford or shallbee; with all ℓ every the apurtenances thereunto belonging ℓ all his Right title ℓ Interest of ℓ Into the said premises ℓ every ℓ peell therof To have and to hold; the said six acars more or less ℓ seaven acars of meaddow with about fourty acars of vpland ℓ such apportions as have or shalbee added thervnto accordingly in every Respect as it was sould vnto the said Mr Edmond ffreeman by mr Wiltam Bradford aforsaid vnto the said Steven Payne his heaires ℓ assignes for ever.

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* i649.

BRADFORD Gouer.

Primo die Juni i649.

NOW all men by these presents yt I Edward ffittsrandulph of Barnestable in the Coliny of New Plymouth haue the day & yeare aboue named in and for the Concideration of ten pounds in hand payed before the Ensealling and Deliuery heerof to mee the said Edward by John Chipman of Barnstable aforsaid wherof f of euery pt and pcell therof I acknowlidg my selfe fully Satisfyed (payed (therof (of euery pt (pcell therof I doe freely & fully acquite & discharge the said John Chipman his Executors & adminestrators fermly by these preents; for euer barganed sould assigned & set ouer and by these preents doe bargan sell assigne and set ouer vnto John Chipman of Barnstable aforsaid one dwelling house with eight acars of vpland aioyneing therunto and standing lying and being next the house and Land of Gorg Lewis of Barnstable aforsaid on the one side and the hieway on the other side therof as allso two acars of marsh lying neare the end of the said vpland together with a barne of whatsoeuer other out houses are vpon the said land t whatsoeuer Orchyard or garden plot is vpon the said vpland and thervnto apertaineth; and also fiue acars of vpland lying in the feild Comonly Called the Comon feild three acars wherof is next aloyning to the land of Isaack Wells of the other two acars next aloyning to the Land of John Scudder as also halfe an acare of twelve Rode of vpland lying in the feild called the Calues pasture and being next the land of , to have and to hold the said dwelling house vpland marsh barne outhouses orchyard gardenplot Comonfeild lot Calues pasture and all euery the premises aforsaid to him the said John Chipman his heaires and assignes for euer I say to the onely proper vse

C behoofe of him the said John Chipman his heires and assignes for euer; in wittnes wherof I the said Edward flittsrandulph haue heerunto Set my hand and Seale Euen the 2^{cond} day of June Anno Domini one Thousand six hundred fourty nine.

Edward ffitzrandolph his

Signed Sealled and Deliuered in p^rsence of Wilłam Caseley Henery Cob

The signe R of Richard Church

* 1649.

BRADFORD Gouer.

apointed to bee Recorded.

New Plym

EMORAND yt Mis Ann Atwood doth acknowlidg the eleuenth of July in the yeare aforsaid yt shee hath freely and absolutly barganed alianated & sould vnto Mr Beniamin ffermayes an house and garden Place settuate in Plymouth aforsaid being in the lower end of the North street with all the dores locks glase & shelues in eich Rome as thay now are in the house aforsaid (a peell of shingles now in the seller of the said house with all the fence or fencing in or about the garden place aforsaid and all the frute trees of any kind now growing in the said garden place; for and in Concideration of the som of thirty flue pound sterling to bee to bee payed at three seuerall payments videlicet ten pound therof in Cattell or English Comodities in October next following the date heerof & ten pound therof in october i650 and the Remayning fifteene pound in October i65i to haue f to hold the said house garden place fence f fencing with all f singulare their apurtenances aformensioned or any way apertaining vnto the said premises vnto the said Mr Beniamin Fermayes his heaires & assignes for euer vnto the onely pper vse & behoof of him the said mr Beniamin Fermayes his heaires & assignes for euer.

January the thirtyeth i649.

A N agreement made betwixt Tho: Whitney of New Plym & Winnefrute his wife on the one part; & John Smith of Plymouth aforsaid & Bennit his wife on the other pt as followeth

Videleset yt Tho: Whitney aforsaid doth by these presents Couenant to take from this present day Jeremiah Smith the sonne of the said John Smith aged foure yeares or therabouts to liue ℓ bee with him as his

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owne Child f to have the full f sole dispositing of him the said Jeremiah without anoyance or disturbance from the said John Smith or Bennit his wife or any by from or vnder them; { the said Tho: Whitney doth by these preents further Couenant & promise to prouid for the said Jeremiah Smith Competent f Convenient meat drinke apparrell Washing f lodging fit for one of his Degree f Rank And the sd John Smith f Bennit his wife doth by these preents Confer & make ouer all theire Right title & Enterest wh they have in the said Jeremiah Smith vnto the aforsaid Tho: Whitney to have the full & sole disposing of him as aforsaid all due Respects from sonne to parents being excepted the said Tho: Whitney doeing & dealing with the said Jeremiah Smith as his owne Child as aforsaid; And incase the said Tho: Whitney depart this life before Winnefrut his wife shee the said Winnefrute doth by these presents Couenant & promise to make good on her part whatsoeuer the said Tho: Whitney hath by these presents Couenanted to doe vnto the said Jeremiah Smith & is allso to have the said Jeremiah during the tearme of her life to bee at her owne pticular disposeing without molestation from the said John Smith or Bennit his wife or any other shee dealing with the said Jeremiah as if hee were her owne Child in Witnes of the Pmises yt they shalbee faithfully pformed wee haue heerunto set our hands.

I Nathaneell Morton am witnes to this agreement abouemensioned THO: WHITNEYS T mark.

WINEFRUT Mb

JOHN SMITHS mark

BENNIT SMITHS mark.

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*i649

BRADFORD Gour.

March the sixt i649.

NOW all men by these presents yt I Wiltam Colliar haue made ouer vnto my kinsman Wiltam Clark all my Right title & Enterest of & into a peell of vpland ground lying att North hill in the Townshipe of Duxburrow being Esteemated at about ten acars bee it more or less lying on the south east side of the said North hill; being bounded on the south with the hieway & otherwise bounded as it is now Inclosed The said ten acers of vpland bee it more or less with all & singular the appurtenances. To haue & to hold vnto the said Wiltam Clark to him & his heaires for euer vnto the onely proper vse & behoofe of him the said Wiltam Clark his heaires & assignes for euer.

by mee WILEAM COLLIAR.

Interest of the seauenth of March i649 That wheras Ephraim hicks late desseased in the yeare i647 Purchased a peell of land of Mr Edmond ffreeman seni lying on the south side of the Towne of Plymouth; and yt it doth appears yt there is seauen pound to sixteen shillings Remayning due vnto the said Mr Edmond ffreeman in yt behalfe These preents wittnesseth yt Mis Margeret hicks Couenanteth to make payment of the said seauen pound to sixteen shillings and to Cleare the Estate of Ephraim hicks aforsaid of the said debt; in Concideration wherof Mr John howland in the behalfe of Elizabeth hicks wife of the said Ephraim hicks doth by the preents allso Relinkquish to Renounce all her Right title to Enterest of the the said peell of land vnto the said Mis Margeret hicks her heaires to assignes for ever vnto the only proper vse to behoofe of her the said Mis Margeret hicks her heaires to assignes for ever provided the said Elizabeth hicks is to have the thirds of the Corn now vppon the land aforsaid.

MEMORANĎ The 14th of March i649 Mr John howland doth acknowlidge yt hee hath barganed and sould vnto Georg Partridg of Duxburrow Tayler three acars of meadow ground or therabouts lying at Muskeeto hole in Duxborrow aforsaid And That the said Gorg Partridg hath fully satisfyed him for the same according to a wrighting vnderneath entered; Wherin Mis Elizabeth howland his wife hath according to Order given her free Concent vnto the sale therof; the said three acars of meadow bee it more or les to have and to hold vnto the said Gorg Partridg his heaires and assignes for ever.

Mr howland and his wife haue both acknowlidged the sale of three acars of meadow land or therabouts bee it more or lese att Muskeeto hole before mee Miles Standish September the third i649.

*i649.

Bradford Gouer.

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A Deed appointed to be Recorded.

NOW all men by these presents That I Edward ffoster of Scittuaat in the Corporation of New Plymouth in New England; haue fully absolutly sould vnto George Russell of hingham within the Gouerment of the Massachusits Bay; my lott of Land both marsh land & vpland lying in Scittuaat at the first hearring brooke bounded on the westerly part with the land of Isaake Stedman vntill it cometh to the marsh Souththerley on the souththerly part with a Creeke which Runeth Easterly and turneth about Northerly into the said hearring brooke; bounded on the Northerly part with

the said herring brooke vntell it meeteth with the marsh land of Goodman Kemton & then bounded with the said marsh land of Goodman Kemton; But at the Easterley end of Goodman Kemtons Marsh it is deuided from yt with a stoke or stumpe of a tree standing on the vpland (a straight linne drawne from the same to the neerest place of the said herringe brooke; as also from the westerly part of Goodman Kemtons marsh it strecheth along to the aforsaid Isaak Stedmans ground; Excepting the hieway or land yt is designed & appointed to goe throw it; The Marsh at the southwest part therof is deuided with a straight linne from the other marsh som three or foure pole westward on the passage way This I say thus bounded and described both vpland bee it sixteene eighteene or twenty acars more or les And marsh land bee it ten acars more or les This & this onely & thus onely; I the said Edward ffoster haue sould to the said Gorg Russell with all the wood & Timber both standing (fallen downe with all other appurtenances therunto belonging free from all Intailment to mee or my heaires or Successers for euer To him I say (his heaires and Successers for euer; These and all of these I the said Edward ffoster have sould for f in Concideration of twenty pounds sterling to bee payed to mee for the same; excepting ten shillings which I haue vppon som conditions sence been perswaded to abate of the said sum; The whole sum to bee payed at three seuerall payments the one third downe; the other third at midsummer following the date heerof And the last-third part of payment by the latter end of august next Insuing the date heerof; To bee payed in such things as the said Edward ffoster liketh (hath need of at home at his house at Scittuaat and at such prisses as they shall agree vpon; And I doe by these preents give full power to the said Gorg Russell by himselfe or his assignes to Inrowle or Cause to be Inrowled the title and tenor of the said lands; To himselfe his heaires & Successers for euer in his Maties Court att Plymouth before the Right worsh Gouer and assistance according to the Order of Court in that Case made and prouided; In Wittnes to the premisses I Edward ffoster doe Set to my hand & Seale this present June day the 2cond in the yeare Anno Dom: i643.

humphry Turner
Isaak I Stedmans marke

Edward ffosters



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* i650

Bradford Gouer"

EMORAND That on the 9th of aprell i650 ffrancis Cooke did com before the Gouer and acknowlidge yt hee hath freely given the made ouer vnto his sonne Jacob Cook all his Right title and Enterest of the into a Certaine Tract of vpland meadow being estemated att an hundred acars bee it more or lesse; lying att the North River accordingly as it was graunted vnto him the said ffrancis Cooke as appears by the Record of the said graunt bearing date the fift of October i640 The said Tract of vpland the meadow with all the singular the apurtenances privilidges therunto belonging to have to hold to him the said Jacob Cooke his heaires assignes for every said assignes for every.

TEMORAND the 9th of Aprell i650 That Jacob Cooke of Plymouth doth acknowlidg yt for and in Concideration of the som of sixteene pound sterling to him allredy payed by Moris Truant of Marshfeild in the Colonie of New Plym. aforsaid hee hath freely & absolutly barganed & sould vnto the said Moris Truant a Certaine Tract or percell of vpland f meadow lying att North Riuer the said vpland being esteemated att about an hundred acars or therabouts bee it more or lesse beeing the one half of a Certaine Tract of Land formerly graunted vnto ffrancis Cooke & John Cooke his sonne; being bounded with the lands of Leiuetenant Holmes on the one side and the lands of Constant Southworth & Tho: Southworth Joseph Rogers & John Rogers on the other side; & abutting vppon the said North River; The said half of the aforsaid Tract being vnderstood which appertained formerly vnto ffrancis Cooke which hee hath freely given f made over with all f singulare the apurtenances vnto his sonn Jacob Cooke aforsaid with all the meadow land apertaining therunto wh meadow land is the one halfe of all the meadow lying against the end of the whole Tract Concidered together as it was graunted to ffrancis Cooke & John Cooke as aforsaid; With the one halfe of whatsoeuer meadow belongeth vnto the aforsaid Tract lying before or somway bounding vppon the land of John Rogers aforsaid; And wheras the said meadow is not yet equally deuided betwixt the said Jacob Cooke (John Cooke nor theire assignes it is to be equally deuided according to the goodnes therof betwixt the said Moris Truant and Tho: Tilden who hath allso Purchased the other halfe of the aforsaid Tract both of vpland (meadow of John Cooke to whom it formerly belonged as aforsaid; The said halfe part of the aforsaid Tract both of vpland ℓ meadow formerly belonging vnto ffrancis Cooke and sence given and made over by him vnto his sonne Jacob Cooke To have and to hold vnto the said Moris Truant his heaires ℓ assignes for ever; The said premises with all the said Jacob Cooke his Right title ℓ Enterest of ℓ into the said premises with all ℓ singular the apurtenances belonging therunto; To belonge vnto the said Moris Truant his heaires ℓ and assignes for ever vnto the onely proper vse ℓ behoofe of him the said Moris Truant his heaires ℓ assignes for ever.

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*i650

Bradford Gouer

MEMORAND the 8th of June That Wilłam Nelson of Plym: doth acknowlidg ythe hath freely and absolutly barganed and sould vnto Tho: Burd of Scittuate a sertaine pcell of Land lying att the North Riuer next about the land of Edmond Chandeler with the meadow against the said land Ranging to the lott of John Daman; for and In Concideration of four pound sterling to bee paid in a young heifer forthwith as they the said pties shall agree ffurthermore The said Wilłam Nelson doth by these presents Couenant and promise both for himselfe his heaires executors and adminestraters to defend the proprietie and title of the land aforsaid with all and singulare the apurtenances thervnto belonging or any way apertaining therunto; from time to time and at all times from any preson or presons ythe shall or may lay any Claime or title therunto from by or under him or any before him and shall warrantice the sale therof against any that shall opose the same; unto the said Tho: Burd his heaires and assignes for euer unto the onely proper use and behoofe of him the said Tho: Burd his heaires and assignes for euer.

This is paid by Thomas Burd to Willam Nelson and soe acknowlidged by him and acquited.

apointed to bee Recorded the 8th of June i650.

MEMORAND That Willam Allin of the Towne of Sandwidg in the Colonie of New Plym: doth acknowlidge yt for and in Concideration of the sum of fiue pound to him allredy paied by John Browne of Duxburrow in the Colonie aforsaid weauer; hee hath freely and absolutly barganed and sould vnto the said John Browne a peell of vpland beeing about thirty acars bee it more or lesse Lyinge and being in Duxburrow aforsaid next aioyning on the one side vnto the land of Mr John Reainer being the one part of three of the land which appertained vnto the Children of Peeter Browne brother vnto John Browne aforsaid; the said thirty acars of vpland with all and singular the apurtenances thervnto belonging To haue and to hold vnto

This sale was made about the last of January i649. the said John Browne his heaires and assignes for euer vnto the onely proper vse and behoof of him the said John Browne his heaires and assignes for euer.

And Presilla the wife of the said Wiltam Allin did giue her free Concent with all the vnto the sale of the aforsaid peell of land before Mr Wiltam Collyar asistant. thervnto be-

longing.

EMORAND The 8th of June i650 That Edmond Chandeler of Duxburrow doth acknowlidg That hee hath freely and absolutly barganed and sould vnto John Browne of Duxburrow aforsaid Weauer an house Scittuate in Duxburrow aforsaid and an acare of land on wh the said house standeth next aioyning vnto the house and land of Mr John Rener aboue the path; and the said Edmond Chandeler doth acknowlidge himselfe fully satisfyed for the same; The said house and acar of land on which the house now standeth, with all the boards shelues dores locks and windows beelonging vnto the said house with all the fenceing stufe and all other apurtenances now standing vppon the aforsaid acar of land on which the house now standeth; to have and to hold vnto the said John Browne his heaires and assignes for euer vnto the onely proper vse and behoofe of him the said John Browne his heares and assignes for euer.

* i650.

Bradford Gouer

*311

June the 9th i650.

EMORANDUM That Wheras Daniell Cole of the Towne of Nawsett in the Colonie of New Plym: in New England Tayler; hath ffreely and absolutely made ouer all his Right title and Enterest of and into a Certaine Tract of Land in the bounds of Marshfeild in the Colonie aforsaid beyand the South River being about fifty acars bee it more or lesse; vnto Edmond Weston of the Towne of Duxburrow in the Colonie aforsaid Planter; With all his Right title and Enterest of and into whatsoeuer meaddow ground apertaineth vnto the said land with all and singulare the apurtenances and privilidges apertaining vnto the said land vnto the said Edmond Weston as adminestrator vppon the estate of Tho: howell Bricklayer deseased as apeereth by a deed enrowled bearing date the 8th of June i649 These presents therfore Witnesseth That Whatsoeuer Right title and Enterest the said Edmond Weston hath in and vnto the said Lands and Meaddowes with all and singular the apurtenances and privilidges belonging therunto as adminestrator vpon the estate of Tho: howell aforsaid deseased according to the deed aforsaid hee hath and doth ffreely and absolutely with the Courts Concent make over and Relinquish vnto

fiue acres in

John Barker of the Towne of Marshfeild in the Colonie aforsaid Bricklayer to him and his heaires and assignes for euer being bounded as apeereth by the Originall graunt of the said Land bearing date the sixt of aprell i640 as followeth Videlecet from the marked tree of Wiltam Bassetts the Iland or necke of Land lying in the mersh on the south side of the said tree; and the Meaddow Land lying before the said Iland begining att the homack Wher Wiltam Bassett leaues; to the head of a Coue on the west side of the said Iland To haue and to hold vnto the said John Barker his heaires and assignes for euer the fifty acars of vpland bee it more or lesse with whatsoeuer Meaddow ground apertaineth therunto allso with Whatsoeuer other apurtenances and priuilidges therunto belongeth; vnto the onely proper vse and behoof of him the said John Barker his heaires and assignes for euer; And allso the said Edmond Weston doth further by these preents acknowlidg that the said John Barker hath fully satisfyed and payed him for the said Lands and all and singular the apurtenances and priuilidges aforsaid belonging therunto.

Towne of Sandwidge in the Colonie of New Plym: in New England shoomaker, with the Concent of his wife doth acknowlidge That for and In Concideracion of the som of seauen pound sterling to him allredy satisfyed and fully payed by Mr Edmond ffreeman seni of the Towne of Sandwidg aforsaid in the Colonie aforsaid gent:) hee hath freely and absolutly barganed and sould vnto the said Mr Edmond ffreeman a pcell of meaddow ground being about two acars and an halfe bee it more or lesse lying and being on the other side of Skussett River vpon Skussett necke by John Ellises house; the said two acars and an halfe of meaddow bee it more or lesse; To have and hold vnto the said Edmond ffreeman his heaires and assignes for ever vnto the onely proper vse and behoof of him the said Edmond ffreeman his heaires and assignes for ever.

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*i650

Bradford Gouer

June the 10th i650.

EMORAND: That Mr Edmond ffreeman of the Towne of Sandwidge in the Coloni of New Plym: in New England gent: doth acknowlidg with the Townes Concent that for and in Concideration of the som of fine pound to him allredy fully paied by Tho: Tupper of the Towne of Sandwidge shoomaker; hee hath barganed and sould vnto the said Tho: Tupper a pcell

of land being betweene Jonathan fishes Land vppon one side and Skussett Riuer on the other side; a Riuer parting Mr ffreemans and that; and the mersh Creeke on the south side of it; all this Land excepte a pcell of Creek weed belonging to Beniamin Nye yt lyeth against Skussett Riuer; To have and to hold the said pcell of land so bounded as aforsaid vnto the said Tho: Tupper his heaires and assignes for euer; vnto the onely proper vse and behoof of him the said Tho: Tupper his heaires and assignes for euer.

June the i0th i650.

MEMORANDUM That Mr Edmond ffreeman Seni of Sandwidge with the Concent of the said Towne doth acknowlidge that for and in Concideration of the som of six pound sterli to him allredy payed by Tho: Tupper and Edmond ffreeman the younger both of Sandwidge aforsaid; hee hath barganed and sould vnto the said Tho: Tupper and Edmond ffreeman six acars of vpland ground where they shall make Choise of it; and a pcell of meaddow lying at Lawrances hole vppon the north side of a fresh Creeke henery Sanders land now in vse by him lying vppon the other side of the said Creeke To haue and to hold the said vpland and meaddow as allredy specifyed vnto the said Tho: Tupper and Edmond ffreeman the younger to them theire heaires and assignes for euer vnto the onely proper vse and behoofe of them the said Tho: Tupper and Edmond ffreeman the younger theire heaires and assignes for euer:

MEMORANĎ The first of July i650 That Andrew Ringe of Plym: doth acknowlidge That for and in Concideration of the sum of three pound to him allredy fully Satisfyed and payed by Experience Michell of Duxburrow; hee hath freely and absolutly barganed and sould vnto the said Experience Michell two acars of Marsh Meddow lying in Duxburrow aforsaid att Blewfish Riuer next aioyning on the one side vnto other meddow land belonging vnto the said Experience Michell the one end therof abutting vppon the mouth of Blewfish Riuer aforsaid and the other end bounded with the vpland; the said two acars of meddow to haue and to hold vnto vnto the said Experience Michell his heaires and assignes for euer vnto the onely proper vse and behoofe of him the said Experience Michell his heaires and assignes for euer.

And Debora the wife of the said Andrew Ringe hath given her full Concent vnto the sale of the said two acars of meddow vnto the said Experience Michell as aforsaid. *315

* i649.

BRADFORD Gouer"

This deed was enrowled the 22cond of July i650.

These presents witnesseth That Wheras there is a Certaine tract or peell of Land given and graunted p Mr Willam Bradford and his asosiates in the gouerment of New Plym: in New England in America vnto Mr Richard Andrewes Mr John Beachamp Mr James Sherly and Mr Timothy Hatherley Which said land was equally to bee deuided between the aforsaid ffour men; which said land is bounded with a brooke of Water Comonly Called Scittuate brooke and is p Sittuate harbor, and from high water marke in yt brooke to Runn Three mile on a West linne into the Woods; and from the mouth of yt brooke to Runn East to the Sea; haueing Sittuate on the South border; the North border begineth at a Little necke of Land Comonly called and knowen by the Indians or Natives Conihassett alis Cohasset; and is neare a great fall of water, from heighwatermarke att yt necke to Runn three mile on a West linne into the Woods; and from the outermost extent of yt three mile linne in the Woods to runn a direct Line for the West border to the outermost extent of yt three mile line att Scittuate brooke in the Woods vntell it meete; haueing the Woods on the West border and the Sea for the east border the aforsaid Timothy Hatherley bought Mr Richard Andrewes pt or share Mr John Beachams pt or share and Mr James Sherlys pt or share; And sould vnto Certaine men of the Inhabitants of Scittuate aforsaid of which Companie Thomas Rawlins Sen: was one; Twenty and seauen Thirty parts or shares of the aforsaid three pts or shares onely excepted out of the aforsaid three pts or shares and the said Timothy Hatherleys pt or share of land Certaine Land yt was som given som sould before the sale of the aforsaid Twenty and seaven thirty pts or shares which said land is fully specified in the Records of this Land; These are to Certifye all men whom this may concerne That I the aforsaid Thomas Rawlins sen. of Scittuate aforsaid in the Gouerment of New Plym: in New England Planter for and in Concideration of twenty pounds Corrant New England pay to mee in hand payed p John Williams Junier of Scittuate aforsaid in the Gouerment aforsaid Planter; Wherwith I the said Thomas Rawlins doe acknowlidge my selfe fully satisfyed Contented and paied and therof and of euery pt and pcell therof doe exonarate aquite and discharge the aforsaid John Williams hee his heaires exequitors adminestrators and assignes for euer p these presents tique freely and absolutely barganed and sould and by these preents doe bargaine sell infeafe and Conferme from mee the aforsaid Thomas Rawlins and my heaires to him the said John Williams and his

heaires and assignes for euer All that mp Iland of vpland lying and being in Scittuate by the harbor comonly called and knowne by the name of Conihassett harbor being bounded toward the west and north to the aforsaid Conihassett harbor toward the south and east to the Mersh yt lyeth yet undeuided which said Iland is p Computation seauen acars more or lesse; Likwise eighteene acars of vpland to bee layed out on the Westerly end of the great necke neare to the glade to bee layed out as the said John Williams shall see fitt; Likwise six acars and halfe more or lesse of mersh meddow lying in the great mersh by the great necke and is bounded towards the East to the Mersh land of John Whetcome towards the west to the mersh land of Thomas Chambers towards the north to the aforsaid great necke and toward the south to the hoop pole necke; *As also six 1/2 acars more or lesse of mersh meddow lying and being by the said great necke and is bounded towards the East to the mersh land of Goyne White towards the West to the mersh land of John Whestone towards the North to the aforsaid great necke; and towards the South to a great Creek Together With all the Remaynder of my thirtieth pt or share of Conihassett land as aforsaid Likwise one thirtieth pt or share of Mr Timothyes Hatherlyes quarter; pt of vpland wh is not yet layed out; That is to say a thirtieth pt of yt Land on the Southeast side of accord pond line yt Runeth to bound brooke and Crosseth the Weste border line with all and singular the apurtenances therunto belonging or any way appertaining to all or any pt or peell of the aforsaid Iland of vpland eighteen acars of vpland six acars 1 of mersh six acars and halfe of mersh; Together with the Residew of the thirtieth pt or share of land And the thirtieth pt or share of yt Land which was Mr Timothy Hatherlyes Remaynder pt of his quarter pt of yt vpland on the southeast side of accord pond line which is not yet layed out and all my said Right title and Enterest to all and every pt or pcell therof To haue and to hold the aforsaid Iland of vpland eighteene acars of vpland six acars and halfe of Mersh six acars and halfe of mersh; Residew of thirtieth pt of Land and thirtieth pt of Remaynder of Mr Hatherlyes quarter pt of vpland on the southeast side of accord Pond line as yet vnlayed out; vnto the said John Williams hee his heaires and assignes for euer To the pper vse and behoofe of him the said John Williams hee his heaires and assignes for euer To be holden according to the mannor of East Greenwidge in the County of Kent in ffree and common Soccage and not in Cappite nor by Knights seruice by the Rents and Seruices therof and therby due and of Right accustomed and with Warrant against all People Whatsoeuer from by or vnder mee the said Thomas Rawlins or by my Right or title Claiming any Right or title or Enterest of or in the premisies or any pt or pcell therof

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And I the said Thomas Rawlins doe allso Couenant Promise and graunt yt it shall and may bee lawfull to and for the said John Williams either by himselfe or his atorney to Record or Inrowle these presents or to Cause them to bee Reccorded or Inrowled in the Court of New Plym: aforsaid or in any other place of Recordes before the Gouer for yt time being or any offecer in yt case prouided according to the vsuall mannor of Recording or Enrowling euidences In witnes Wherof I the aforsaid Thomas Rawlins haue heerunto set my hand and Seale this twentieth day of ffebruary in the yeare of our Lord God one Thousand six hundred forty and Nine.

Signed sealed and deliuered in the prence of ffrancis Crooker Richard Garrett

THOMAS RAWLINS his



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*i650

Bradford Gouer

To all people To whom these Presents shall Com Mr Nicolas Simpkins of Scittuate in the Gouerment of New Plym: in New England gentleman Sendeth Greeting; Know yea That I the aforsaid Nicolas Simpkins for and in Concideration of thirty pounds of currant New England pay to This Deed was mee in hand payed by John Williams Junier of Scituate in the Gouerment aforsaid husbandman; Wherwith I the aforsaid Nicolas Simpkins doe acknowlidg my selfe sufficiently satisfied Contented and fully payed and therof and of euery part and peell therof doe exownarate aquite and discharg the aforsaid John Williams hee his heaires exequitors adminestrators and assignes for euer by these preents haue ffreely and absolutly barganed and sould Infefed and Confermed and by these presents doe bargaine sell Infefe and Conferme from mee the said Nicolas Simpkins and my heaires to him the said John Williams and his heaires and assignes for euer All my dwelling house wherin I now liue with my barne and all other housing whatsoeuer att this time being; together with thirty acars of vpland more or lesse Lying and being in Scituate aforsaid and was somtimes the Land of Mr John Laytrope and Samuell house; and is bounded toward the East to the Lands of John Williams Jni; and the hieway towars the West to the Lands of Leiuetenant Hewes; towards the north to the Lands of John Williams Junier and the Common towards the South to the aforsaid hieway; as allso thirty acars of mersh meaddow Lying before the aforsaid dwelling house and is bounded as towards the North to the hieway towards the south to the herring Riuer; towards the East to the Marsh Meddow of Widdow Lapham; and towards the Weste to the Mersh

Enrowled the 22cond of July i650.

meddow of Leiuetenant hewes with all and singulare the apurtenances therunto belonging or any way apertaining to all or any pt or peell of the said house & barne and any of the other houses with all the Land abouesaid bounded And all my said Right title and Enterest to all the said premises and any pt or pcell therof; To have and to hold the aforsaid houses Barne and thirty acars of vpland as allso thirty acars of mersh vnto the aforsaid John Williams hee his heaires and assignes for euer To the proper vse and behoofe of him the said John Williams hee his heaires and assignes for euer; To bee holden of our Soueraine Lord the King as of his Mannor of East Greenwidg in the County of Kent in ffree and Common Soccage and not in Capitie nor by Knights service by the Rents and services therof and therby due and of Right acostomed and with Warrants against all people whatsoeuer from by or vnder mee the said Nicolas Simpkins or by my Right or title Claiming any Right or title or Enterest of or in the premises or any pt or pcell therof, *And I the said Nicolas Simpkins doe promise Couenant and graunt That Esbell Simpkins my wife shall within one full month next after and Enseuing the date heerof yeild vpp all her Right in the thirds of the said Land before a Maiestraite according to the vsuall Custom in such Case puided And I the said Nicolas Simpkins doe allso further Couenant promise and graunt by these preents That it shall and may bee Lawfull to and for the said John Williams either by himselfe or his atorney to Record or Enrowle these presents or to Cause them to be Recorded or Enrowled in his Maties Court att New Plym: or in any other place in yt case prouided before the Gouer for the time beinge or any other Maiestraite according to the vsuall mannor of Recording or Enrowling euidences In Wittnes Wherof I the said Nicolas Simpkins haue heerunto Sett my hand and Seale this first of March in the four and twentieth yeare of the Raigne of our Soueraine Lord Charles by the Grace of God of England Scotland ffrance Ireland and New England King; and in the yeare of our Lord God one Thousand six hundred fourty and eight i648.

Signed Sealled and deliuered in the prence of vs Viz.

Viz. SIMPKINS
John Barker
Wilłam Pabes

NICOLAS

his seale.

To all People to whomsoeuer these presents shall Com Know yea That I Esbell Simpkins the Wife of Mr Nicolas Simpkins doe ffreely give vpp all my said Right in the thirds of the house and Lands with all the apurtenances therto belonging which this deed mensions; with all Rights

*i649.
BRADFORD Gouerner.
*321

Tho: Hiland

whatsoeuer belonging or any way apertaining to any pt or pcell of the said premises doe ffreely Resine vpp all my Right in the presence of Mr Timothy Hatherley maiestrait for the vse of the afornamed John Williams and his assignes for euer.

Aprell the fourth and in the yeare i649.

TIMOTHY HATHERLEY.

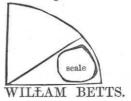
*323 * i650.

Bradford Gouer".

The eight of ffebreuary i638.

EMORANĎ That Wilłam Betts of Scittuate within the Pattent of Plym: in america; doth acknowlidge That for and in Concideration of the sum of flue pound to him in hand fully payed by Tho: Ensigne of Scittuate planter; hath freely and absolutly barganed and sold vnto the said Thomas Ensigne fouer acars of vpland more or lesse lying in Scittuate as aforsaid vnto the Land of Wilłam Perie to the North; to the Lands of Mr Timothy hatherley east; and to the land of Robert Shelly and Wilłam holmes to the South; to the Kings hieway to the west; with all and singular the apurtenances therunto belonging with all his Right title and Enterest of and into the same ℓ every part and pcell therof; To have and to hold the said Land with the apurtenances to the said premises belonging vnto the said Thomas Ensigne his heaires and assignes for ever to the onely proper vse and behoof of him the said Thomas Ensigne his heaires and assignes for ever.

Signed Sealled and deliuered in the p^rsence of Richard Seallis Wilłam Holmes



THIS 22cond of June 1650 Mary Lapham Widdow did freely acknowlidge the sale of a little house and about halfe an acar of land in Tenterden in old England near to Sir Edward Hales his land near a place called Bures Ile; which house and about halfe an acar of land her husband Thomas Lapham in his life time did sell to Thomas Hiland for the sum of twelue pound; for which I the abouesaid Mary Lapham doe acknowlidg my selfe fully satisfyed.

This the said Mary did acknowlidge before mee Timothy Hatherley one of the assistants for the Gouerment of New Plym: the day and year aboue written.

TIMOTHY HATHERLEY.

Recorded the first of September i650.

* i650

Bradford Gouer

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EMORAND the 2cond of October i650 That Jobe Cole of the Towne of Nawsett in the Colonie of Plym: in New England Doth acknowlidg That for and in Concideration of a Cow and a Calfe and twenty shillings in Mony to him allreddy satisfyed and fully payed by Tho: Chillingsworth of the Towne of Marshfeild in the Colonie aforsaid shoomaker hee hath freely and absolutely barganed allianated and sould vnto the said Thomas Chillingsworth a pcell of vpland ground being fourty acars or therabouts bee it more or lesse lying and being in the Townshipe of Marshfeild aforsaid neare vnto a pcell of meddow belonging vnto Mr Ralph Partridg being bounded from a great White Oake on the North West side of it over the breadth of it to a dead tree neare the said Mr Partridges Rayles; as allso a pcell of meddow being esteemated at about six acars or therabouts bee it more or lesse belonging vnto the aforsaid vpland abuting from the end therof vnto the Riuer The said fourty acars of vpland e six acars of meddow bee it more or lesse so bounded as aforsaid with all and singular the appurtenances belonging therunto To haue and to hold vnto the said Thomas Chillingsworth his heires and assignes for euer; The said premeses with all and singular the Puilidges belonging therunto; To belong and appertaine vnto the onely pper vse and behoofe of him the said Thomas Chillingsworth his heires and assignes for euer.

EMORANDUM the third day of December i650 That Mary Padduk of New Plym: widdow doth acknowlidg yt for more the 9th and in Concideration of the sum of nine pound and ten shillings to be paied of this book. in manor and form following by Steuen Wood of Plym: aforsaid Smith; shee hath ffreely and solutly barganed allianated and sould vnto the said Steuen Wood; all that her house shop and garden plot on which the said house and shop doe now stand Scituate in Plym: affraid in the south street; Together with all the shelues and boards in and about the said house and shope hailed and loose with all the dores locks and windows and glase in and about the said house and shop with all other appurtenances any way/belonging vato the hou

page forward

*327

*i650

Bradford Gouer.

/ EMORAND the third of October i650

That John Cook Juni of the Towne of Plym: in the Colonie of New Plym: in New England in america yeaman doth acknowlidg yt for and in Concideration of the full sum of twenty three pound sterling to him allreddy satisfyed Contented and fully payed by Thomas Tilden of the Towne of Marshfeild in the Colonie aforsaid yeaman; hee hath freely and absolutly barganed allianated and sould vnto the said Thomas Tilden the one halfe of a Certaine Tract or pcell of vpland lying and being at the North river; Videlecet the one halfe of all the land lying betwixt the Land which was Leiuetenant Willam holmes his land and the land which belonged to John Rogers the whole said Tract Containing two hundred and twelue acars bee it more or lesse with the one halfe of the meddow belonging to the said whole Tract which lyeth before it; as allso the one halfe of the halfe of the meddow lying before or any way bounding vppon the vpland of John Rogers aforsaid with the one halfe of the meddow belonging to the said Tract lying betwixt the said Leiuetenant Wilłam Holmes his meddow or mersh ground and the said North Riuer; according to the tenor of the graunt of the said vpland and meddow vnto ffrancis Cook and John Cook aforsaid bearing date the fift of October i640 The one halfe of the aforsaid Tract of vpland and meddow and euery pt and pcell therof with all and singular the appurtenances belonging therunto; to haue and to hold vnto the said Thomas Tilden his heires and assignes for euer; The said prmises with all the said John Cook his Right title and Enterest of and into the said prmises and every pt and pcell therof with all and singular the puilidges and emunities any way appertaining therunto; To belonge vnto the onely pper vse and behoofe of him the said Thomas Tilden his heires and assignes for euer.

furthermore Sara the Wife of the said John Cook hath according to order given her free and full Concent vnto the sale of the aforsaid halfe p^t of the aforsaid Tract of vpland and meddow and the appurtenances belonging therunto.

* i650.

Bradford Gouer

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EMORAND the 22cond of October i650 That Richard Church somtimes of the towne of Nawsett in the Colonie of Plym: in New England in america Carpenter doth acknowlidge That for and in Concideration of the sum of twenty two pound and fifteene Shillings Wherof sixteene pound and fifteen shillings is allredy fully payed and the Remayning six pound to bee payed vpon demaund by John Dingley of the towne of Marshfeild in the Colonie aforsaid Smith; hee hath fully and absolutly barganed allianated and sould vnto the said John Dingley the one halfe of a Certaine pcell of vpland and mersh meddow lying and beeing in the Townshipe of Mershfeild allies John Dingley Greensharbor aforsaid; which said Tract or peell of vpland and meddow the hath paied fully whatsoeuer said Richard Church hath formerly bought in Joynt ptenershipe with Anthony was due from him to the Snow of the Towne of Marshfeild aforsaid felt maker; of Mr Tho: Prence said Richard of the Towne of Nawsett aforsaid gent: as apeereth by a deed bearing date the Church vnto Mr Prence as 13th of July anno i649 The said tract or peell of vpland and meddow being the assigne of bounded as followeth Videlecet lying betwixt Mr Burnes and and a little Church. Creek Runing on the west side of the said tract of land Towards Mr Buckleys and fourty acars of vpland on the other side of the said Creek or els a pcell of land lying by the south side of the south Riuer and Invironed with swamps on the south west side and the said south Riuer on the North side; as is expressed in the Record of the graunt of the said lands vnto the said Mr Tho: Prence bearing date the fift of febrewary i639 The one halfe of the aforsaid Tract of vpland and meddow so bounded as aforsaid with all and singular the apurtenances thereunto belonging to have and to hold vnto the said John Dingley his heaires and assignes for euer the said prmeses with all and singular the puilidges therunto belonging vnto the onely pper vse and behoofe of him the said John Dingley his heaires and assignes for euer.

EMORANDUM the 24th of October 1650

That Mr Thomas Prenc of the Towne of Nawsett in the Colonie of New Plym: doth acknowlidg yt for and in Concideration of the sum of to him allreddy payed by John Cook Juni of Plym: aforsaid; hee hath freely and absolutly barganed allianated and sould vnto the said John Cook two acars of Mersh meddow bee it more or lesse lying before the house and land of the Elder Cushman at Joaneses River next vnto a pcell of meddow which was samtimes Phenias Prats; The said two acars of mersh meddow with all the said Mr Tho: Prence his Right title and Enterest of and into the same and every pt and pcell therof To have and to hold vnto the said John Cook his heires and assignes for ever vnto the onely pper vse and behoof of him the said John Cook his heires and assignes for ever.

*331 * 1650.

Bradford Gouer'.

Nouember the 19th

HERAS Robert Padduk of Plym: lately deseased did on his death bed giue and dispose his sonn John Padduk aged about fiue yeares vnto Captaine Tho: Willet to bee att his desposing and vnder his guidance as his owne Child; These preents doe therfore Wittnes That Mary Padduk the wife of the said Robert Padduk doth Condecend vnto and allow of the said acte of f her said husband in the desposing of her said sonn John to Captain Willet as aforsaid; In Wittnes of the preeses shee the said Mary hath heerunto sett her hand and given way to have this preent writting entered vpon publick Record.

MARY PADDUKS Mark

Wittnes heerunto

NATHANIELL MORTON Clarke

EMORAND the twentieth of Nouember i650 That Willam Paybody of the towne of Duxburrow in the Colonie of Plym: in New England planter doth acknowlidg That for and in Concideration of the sum of fourteen pound sterling to him allreddy satisfyed Contented and fully payed by Experience Michell of the towne of Duxburrow in the Colonie aforsaid Planter; hee hath freely and absolutely barganed allianated and sould vnto the said Experience Michell an house and land in Duxburrow aforsaid att blewfish river next aloyning on the one side vnto the land the said Experienc Michell now Inhabyteth and on the other side vnto the land of Wilłam Tubbs; with a pcell of meddow land belonging vnto the aforsaid house and land and lyeing att the one end therof being esteemated att about fiue acars bee it more or lesse; with whatsoeuer Right title or enterest the said Wilłam Paybody hath in or vnto any land or meddows att blewfish riuer aforsaid To haue and to hold the said house and vpland being esteemated att about ten acars bee it more or lesse with the said fiue acars of meddow bee it more or lesse with whatsoeuer Right title or Enterest the said Wilłam Paybody hath in and vnto any land or meddows att blewfishriuer aforsaid; vnto the said Experience Michell his heaires and assignes for euer the said prmeses with all and singular the appurtenances and privilidges apertaining therunto; To belonge vnto the onely pper vse and behoofe of him the said Experience Michell his heaires and assignes for euer.

* 1650.

BRADFORD Gouer.

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EMORAND the third day of December i650 That Mary Padduk of Plym: in the Colonie of New Plym: Widdow doth acknowlidg yt for and in Concideration of the sum of nine pound and ten shillings to bee paied in mannor and form following Videlecet foure pound and ten shillings therof to bee paied by the first of March next following the date heerof; and the Remaining five pound to bee paied by yt time twelvemonth in Cattle by Steuen Wood of the towne of Plym: aforsaid in the Colonie aforsaid Smith shee hath freely & absolutly baganed allianated and sold vnto the said Steuen Wood all yt her house garden plot and shop Scittuate in Plym: aforsaid in the south street; Together with all the shelues and boards both loose and nailed in or about the house shop or garden place aforsaid with all the dores locks winddows and glase in and about the house and shop aforsaid as allso three acars or therabouts bee it more or lesse of vpland ground lying in the Newfeild being bounded with the land of Richard Sparrow on the one side & the land of John Tompson on the other side With all and singular the appurtenances belonging vnto the said house shop garden place and three acars of vpland aforsaid; To have and to hold vnto the said Steuen Wood his heires and assignes for euer; The said prmises with all and singular the Puilidges appertaining therunto; To belong vnto the onely pper vse and behoof of him the said Steuen Wood his heires and assignes foreuer.

It is further agreed vppon by the said pties That the said Mary Padduk shall dwell and Remaine in the aforsaid house vntell the first of March next following the date heerof and then shee is to leave the said house vnto Steuen Wood aforsaid.

* i650.

Bradford Gouer

*336

The sixt of December i650.

EMORAND That Mr Wilłam Paddy of the Towne of Plym: in the Colonie of New Plym: in New England in america marchant doth acknowlidg yt for and in Concideration of the sum of three score pound sterling to him allreddy satisfyed and paid by Robert ffinney of the towne of

Plym: in the Colonie aforsaid Planter; hee hath freely and absolutly barganed allianated and sold Enfeaffed and Confermed and by these preents doth bargan sell Enfeafe and Conferme vnto the said Robert ffinney all That his house and land at the mouth of the Eelriuer formerly Called and knowne by the name of broken Wharfe; the said land Containing six score acars being bounded on the North side with the land of Tho: Morton; and on the south side with the land of Gorg Bonum and abuting vppon the bay or mouth of the Eelriuer aforsaid and so extending it selfe in length vppon a southwest linne vpp into the Woods; Together with the out houses barnes and ffences and all other appurtenances standing vppon and belonging vnto the said Tract or peell of Land Together with a smale peell of fresh meddow lying att the head of the Eelriuer aforsaid Containing by Esteemation two acars bee it more or lesse as Allso all Enlargments and aditions of land att any time graunted and added vnto the house and Land aforsaid; The said house and six score acars of vpland Together with the outhouses barnes and fences on the said land with all other appurtenances belonging therunto with the two acars of fresh meddow att the head of the Eelriuer aforsaid with all other aditions and Enlargments att any time added vnto the said house e land ed To haue and to hold vnto the said Robert ffinney his heires and assignes for euer The said prmises with all and singular the appurtenances privilidges and Emunities appertaining therunto; with all the said mr Wilfam Paddy his Right title and Enterest of and into the said prmises and their appurtenances and euery pt and pcell therof; To beelonge and appertaine vnto the onely pper vse and behoofe of him the said Robert ffinney his heires and assignes for euer.

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* i650.

Bradford Gouer.

A deed apointed To bee Recorded.

To all people to whom these presents shall Com humphery Johnson of Scittuate in the Gouerment of New Plym: in New England in america Planter sendeth greeting

Ittow ye that I the aforsaid Humphery Johnson for and in Concideration of sixteen poundes of Corrant New England pay to mee in hand paied p John Hewes seni of Scittuate aforsaid in the gouerment aforsaid Planter; wherwith I the said humphery Johnson doe acknowlidg my selfe suffisiently satisfied Contented and fully paied and therof and of euery p^t and pcell therof doe exonarate aquit and discharge the aforsaid John hewes hee his

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heires exequitors adminestrators and assignes for euer p these preents Which said haue freely and absolutly barganed and solde infeafed and Con- land John Hewes defermed and p these preents doe bargan sell infeafe and Conferme from mee sireth it may the said Humphrey Johnson and my heires to him the said John Hewes hee the future by his heires and assignes for euer all That my dwelling house and barne to-the name and tearm of hiegether with twenty acars more or lesse of vpland on which the said house and land. Barne standeth; which said house and Land was somtimes the land and house of John Williames Juni of Scittuate; and is bounded toward the east and south to the high way yt lyeth by the first herring brook mershes; Toward the West to the land of Mr floot and toward the North to the land of the said Humphery Johnson which was somtime the land of John Winter and pt to the Common with all and singular the appurtenances therunto belonging or any way appertaining to all or any pt or pcell of the said twenty acars of vpland house and Barne except the privilidg of Commoning which the said Humphery Johnson doth Reserve for himselfe and his heires and assignes for euer To haue and to hold the aforsaid dwelling house and Barne and twenty acars more or lesse of vpland with all the Right title and Enterest therunto belonging or any way appertaining to all or any pt or peell therof vnto the aforsaid John Hewes hee his heires and assignes for euer to the pp vse and behoof of him the said John Hewes hee his heirs and assignes for euer except as before excepted the Puilidge of the Common To bee holden according to the mannor of East greenwidge in the County of Kent in free and Common Soccage and not in Capite nor by Knightes Seruice by the Rents and seruices therof and therby due and of Right acustomed and warrant against all people Whatsoeuer from by or vnder mee the said Humphery Johnson or by my Right or title Claiming any Right or title of or into the Omeses or any pt or peell therof And the said Humphery Johnson doth allso Couenant and promise yt Elnor Johnson wife of the aforsaid Humphery Johnson shall within one month next Ensewing the date heerof Resigne and yeald vp vnto the said John hewes all her Right and Enterest yt shee hath in the thirdes of the said dwelling house and barne and twenty acars of vpland and yt before a Magestraite according to the vsuall Manner and Custom in such Case prided * And I the said Humphery Johnson doe allso further Couenant promise and graunt yt it shall and may bee Lawfull to and for the said John Hewes either p himselfe or his attorney to Record or inRowle these preents or to Cause them to bee Recorded or inrowled in the Court of att New Plym: or in any other place of Records before the Gouer for that time being or any other Magestrait in yt Case puided according to the vsuall mannor of Recording or inrowling euidences In witnes Wherof

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I the said Humphery Johnson have heerunto sett my hand and seale this flourth day of august in the yeare of our Lord God one Thousand six hundred and fliftye i650

Signed Sealed and Deliuered in the p^rsence of vs Humphry Turner Richard Garrett

HUMPHERY JOHNSON



This ffourth of September i650

Elnor Johnson the wife of Humphery Johnson did freely Resigne vp her Right of the within mencioned house and Land before mee Timothy Hatherley one of the asistants of this Gouerment

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*i650

BRADFORD Gour

RECEIUED of Humphery Johnson of Scittuate in the gouerment of New Plym: planter the full and whole sum of fiffteen pounds and five shillings and is in full for a bill due to mee to bee payed the 24th day of June last past; I say Received of humphery Johnson in full pay for the aforsaid bill the sum of fiffteene pounds and five shillings and I John Williams doe allso promise and ingage my selfe to Inrowle or Cause to bee Inrowled this receite in the Court of New Plym: and in the Records of the Towne of Scittuate at or before the tenth day of March next Insuing; In wittnes Wherof I have heervnto sett my hand and seale this first day of December i650.

Signed Sealed and delivered in the prence of Richard Garrett John Saffin

*343

*The 18th of february i650.

TEMORAND that John Donham Juni of New Plym: doth acknowlidg that for and in Consideration of the sume of six pounds and ten shillings to him allreddy satisfyed Contented and fully payed by Samuell Donham of the Towne of Plym: aforsaid; hee hath freely and absolutly barganed and sold vnto the said Samuell Donham a pcell of vpland ground being esteemated att about twelue acars bee it more or lesse lying at Wellingsla neare Plym: aforsaid; being bounded on the east with an highway betwixt

the vper end of Mr Bradfords and Nathaniell Mortons land att Wellingsla aforsaid and the said land and headed with the land of Henery Wood; as allso a smale pcell of vpland meddow lying in the woods being esteemated at about halfe an acar more or lesse; to have and to hold the said pcells of vpland and meddow with all and singular the appertenances therunto belonging vnto the said Samuell Donham his heires and assignes for ever the said pmises with all the said John Donham his Right title and enterest of and into the said pmises and every pt and pcell therof to belong and appertaine vnto the onely pper vse and behoof of him the said Samuell Donham his heires and assignes for ever.

* i650.

BRADFORD Gour

*344

The 18th of february i650.

TEMORAND That Samuell Donham of the Towne of New Plym: in the Colonie of New Plym: Planter doth acknowlidg that for and in Consideration of the sume of thirteene pounds sterling to him allreddy satisfyed Contented and fully payed by John Donham senior of the Towne aforsaid in the Colonie aforsaid Weauer; hee hath freely and absolutly barganed allianated and sold vnto the said John Donham an house and land; next aioyning vnto the land the said John Donham now Inhabyteth being esteemated att about twelue acars bee it more or lesse being bounded on the norwest with the land of Gabryell ffallowell and John Wood and with the Comon on the southwest and on the southeast with the land of Wilłam Pontus and other land of the said John Donham as allso a smale pcell of meddow lying att the Watering place being esteemated at about half an acar bee it more or lesse; as allso a pcell of vpland ground at Wellingsla being about ten or twelue acars bee it more or lesse; being bounded on the east with an highway which lyeth betwixt the vper ends of Mr Bradfords and Nathaniell Mortons lands and the pcell of vpland aforsaid and at the head with the land of henery Wood on the south; To have and to hold the said house and land and orchyard and all other appurtenances belonging therunto with the smale pcell of meddow at the Watering place with the pcell of vpland at Wellingsla and all and singular the appurtenanances belonging therunto vnto the said John Donham his heires and assignes for euer the said pmises with all the said Samuell Donham his Right title and enterest of and into the said Pmises and euery part and pcell therof to belong and appertaine vnto the onely pper vse and behoofe of him the said John Donham his heires and assignes for euer.

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*i650.

Bradfor Gour

February the 22cond i650.

NOW all men by these preents that I Mannasses Kemton of Plym: in New England Planter doe acknowlidg that I have freely and absolutly giuen vnto my sonn in law Ephraim Morton of the Towne aforsaid in the Colonie aforsaid Planter all that peell of Land on which the said Ephraim now liveth being bounded on the norwest side therof with the smale brook Runing by the said side therof and on the southeast side with the land of Thomas Morton; abutting with the neather end vpon the bay and so extending it selfe in the length vp into the woods together with all the houses out houses fences Timber and all other appurtenances therunto belonging; And allso a pcell of meddow at Sagaquas viz all that is there; as allso my part and Right in the land belonging to the Purchasers att Satuket or therabout; prouided that in Case there shallbee a Plantation there or therabouts and my other sonns viz Nathaniell Morton or John Morton shall think meet to goe thether and to make vse of any of the said lands that then my said lands shalbee equally deuided into three parts vnto euery of my said sonns an equall part therof together with all and singular the appurtenances therunto belonging. To have and to hold the said peell of vpland at Plym: aforsaid bounded as aforsaid with all the houses fences and all other appurtenances therunto belonging with all the Meddow at Sagaquas with my part of the purchasers land at Satukett with all and singular the appurtenances therunto belonging the puiso aboutmencioned observed, vnto the onely pper vse of the said Ephraim Morton his heires and assignes for euer; the said Pmises with all my said Right title and Enterest of and into the said Pmises and euery pt and pcell therof (the puiso aforsaid observed) to belong vnto the onely pper vse and behoofe of him the said Ephraim Morton his heires and assignes for euer in Wittnes wherof I have heerunto sett my hand.

KEMTONS

MANNASSES Marke.

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* i650.

Bradford Govnr*

That Mr Timothy Hatherley of the Towne of Scittuate in the Colonie of New Plym: in New England in america gent doth acknowlidg that in the yeare i645 for and in Consideration of the sum of one and thirty

pounds sterling to him allreddy satisfyed Contented and fully payed by Mr John Floyde of the Towne of Scittuate aforsaid in the Colonie aforsaid marchant; hee hath freely and absolutely barganed allianated sold Infeafed and Confeirmed and doth by these Psents bargan sell Infeafe and Confeirm vnto the said Mr John Floyd; all that his house barne orchyard and home lott in Scittuate aforsaid with the marsh meddow belonging therunto together with the great lott vp the North Riuer both vpland and meddow videlecet all the housing and lands both vpland and meddow which formerly belonged and was the pper Right of Samuell hinckley in Scittuat somtimes Inhabitant of the said Towne of Scittuate; excepting twenty four acars which the said Mr Timothy Hatherley in the yeare i645 aforsaid sold vnto Thomas Clapp of Scittuate aforsaid; The said house barne orchyard home lott together with the great lott vp the North Riuer Videlecet all the Right title and enterest that Samuell hinckly hath formerly had in any houses out houses barns orchyards lands or meddows in Scittuate aforsaid; excepting 24 acars of land sold by Mr hatherley aforsaid vnto Thomas Clapp as aforsaid; to have and to hold vnto the said Mr John Floyd his heires and assignes for euer; the said Pmises with all and singular the Puilidges Imunities and appurtenances belonging vnto the said Pmises with all the said Mr Timothy hatherley his Right title and enterest of and into the said Pmises and the seuerall appurtenances belonging therunto; To belonge and appertaine vnto the onely pper vse and behoofe of him the said Mr John Floyd hee his heires and assignes for euer.

HERAS Loue Brewster late deseassed in his life time did make sale of three acars of Marsh meddow bee it more or lesse vnto Samuell Eaton of Duxburrow in the Collonie of New Plym: laborer; for and in Consideration of the sum of seauen pounds to him allreddy fully satisfyed and paid; which said Meddow lyeth against the neather end of the land of Henery Howland in Duxburrow aforsaid; These psents doth therfore Wittnes that Sara the late Wife of Loue Brewster executrix of his last will and Testament doth heerby acknowlidg and Consent vnto her said husbands acte in the aforsaid pmises Videlicet That hee the said Samuell Eaton shall have and enioy × × × three acars of Meddow with all the appurtenances belonging therunto as his × × × pper Right to him his heires and assignes for ever To have and to × × × the onely pper vse and behoofe of him the said Samuell E × × heires and assignes for ever.

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*i650

Bradford Gouer^r

A RECORD of the bounds of a Certaine adition of land graunted vnto John Cook Juni at Rockey nooke in the yeare i64i and sence viewed and layed forth according to order by Mr John Howland Joshua Prat and Samuell Sturtivant as followeth

From a Cleft Rock by the waterside about nine pole lying on the north side of the way by a linne southwest and northeast to the Common highway to the smelt river is agreed to bee the southerly bounds of the lands graunted to John Cook Junier from the south side to the vper way that leads to the smelt river and from a Remarkable Rocke a little aboue the said smelt river way two pole on the one side of the Rock and two pole on the other side a perpetuall highway vp into the woods on the south side of the land graunted to John Cook Junier lying on the north side of the said hieghway which land and highway are to Rang on the same point of the Compase with the Rest of the lots adioyning which the said John Cook hath bought of Phenias Prat; Agreed by the psons deputed and heerunder named.

The abouesaid addition of land soe bounded as aforsaid to belong and appertaine vnto the said John Cooke as his pper Right to him and his heires and assignes for euer vnto the onely pper vse and behoof of him the said John Cook his heires and assignes foreuer.

JOHN HOWLAND JOSHUA PRAT SAMUELL STURTIUANT

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* i65i.

Bradford Gour.

NOW all men by these psents that I ffrancis Godfry of Marshfeild in the Collonie of New Plym: in america Carpenter for and in Consideracion of foure score pound secured to mee by bill; haue barganed vnto Anthony Eames and Mark Eames the son of the said Anthony both of them of Hingham in the County of Suffolke in the Massachusetts in america a Certaine psell of land Containing one hundred acars bee it more or less together with one dwelling house vpon it with all the appurtenances belonging therunto lying vppon the North Riuer in the Collony of New Plym: from Mr Varssells Rang east and by North along by the said North Riuer to a marked tree vpon the said Rang with all the meddow ground belonging

therunto; To haue and to hold with all the Right title and enterest of and Into the said Pmises to the onely pper vse and behoofe of the aforsaid Anthony Eames and Marke Eames them and their heires for euer; And the aforsaid ffrancis Godfry doe warrantice the true sale therof and bind my selfe my heires executors and assignes to maintaine the Right and title therof against any pson or psons that shall lay Claime therunto In Wittnes Wherof I have set to my hand and Seale this tenth day of December in the year of our Lord i650.

> Wheras It is expressed that ffrancis Godfry is to maintaine the Right and title against any pson or psons that shall lay Claim therunto it is explained and agreed vpon before the sealling that it is against all psons except the Indians. ffrancis Godfry.

In the Psence of vs Moses Payne Thomas Hammond

his mark (seale Acknowledged before mee MILES STANDISH. June the 3rd i65i.

* i65i.

Bradford Gour

*354

The 7th of June i65i

EMORAND That Edmond Chandeler of Duxburrow in the Collonie of New Plym: in New England doth acknowlidg that for and in Consideracion of the full som of ten pounds to him allreddy secured by bill The money is by Thomas Byrd of Scittuate in the Jurisdiction of New Plym: aforsaid yea-sence paied by Thomas Byrd man hee hath fully freely and absolutly barganed allianated and sold vnto the and the bill Returned. said Thomas Byrd a Certaine pcell or Tract of vpland ground being about fifty acars bee it more or lesse lying at the North Riuer in the Collonie of Plym: aforsaid being bounded on the west with the North Riuer aforsaid and soe extending it selfe vp into the woods and on the north with the lands of Richard Silvester and on the south with the land the said Thomas Byrd bought of Wilłam Nelson and is now Posessed of; with all the meddow land or mersh abuting vpon the aforsaid fifty acars of vpland bounded as aforsaid To have and to hold the said fifty acars of vpland with all the mersh meddow abuting against the same with all and singular the appurtenances belonging vnto the said vpland and mersh vnto the said Thomas Byrd to him his heires and assignes for euer to bee holden according to the mannor of East Greenwidge in the County of Kent in free and Comon Scokage and not in Capite nor by Knights seruis by the Rents and seruices therof and therby due and of Right accustomed; With warrantice against any or all peopell that shall any

way oppose the sale therof The said prmises with all and singular the appurtenances apperteining vnto the said prmises so bounded as aforsaid to bee holden in mannor as aforsaid; and to belong vnto the onely pper vse and behoof of him the said Thomas Byrd his heires and assignes for euer.

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*i65i.

Bradford Gouer

TEMORAND the 7th of June i651.

That Thomas Chillingsworth of the Towne of Marshfeild in the Collonie of New Plym: in New England in america shoomaker; doth acknowlidg that for and in Consideracion of the sum of fifteene pounds and fifteen shilling to bee payed in Corn and Cattell; by Robert Carver and John Russell of the towne of Marfeild aforsaid in the Collonie aforsaid Planters; hee hath fully freely and absolutly barganed allianated and sold vnto the said Robert Carver and John Russell a Certaine peell or tract of land which the said Thomas Chillingsworth bought of Jobe Cole of the Towne of Nawsett in the Collonie aforesaid the said land lying and being in the bounds and lymets of Marshfeild aforsaid being about fourty acars bee it more or lesse; lying neare vnto a pcell of meddow belonging vnto Mr Ralph Partridg being bounded from a great white oake on the Norwest sid of it; to a dead tree neare the said Mr Partridges Rayles as allso a pcell of meddow being esteemated at about six acars bee it more or lesse belonging vnto the aforsaid vpland abuting from the end therof vnto the Riuer; To have and to hold the said fourty acars of vpland more or lesse with the six acars of meddow more or lesse vnto the said Robert Caruer and John Russell to them and theire heires and assignes for euer the said Pmises with all and singular the appurtenances and privilidges any belonging therunto or vnto any pt or pcell therof to beelonge and appertaine vnto the onely pper vse and behoofe of them the said Robert Carver and John Russell vnto them and theire heires and assignes for euer.

The 22cond of June i65i

MEMORANDUM That Edward Banges of Eastham in the Collonie of New Plym: in New England doth acknowlidge that for and in Consideracon of the sum of three pounds and ten shillings to him allreddy paied by Samuell hickes of the towne of Plym: in the Collonie of New Plym: aforsaid; hee hath freely and absolutely barganed and sould vnto the said Samuell hickes a pcell of Marsh meddow lying at the high pynes on the salthouse beach; viz all the meddow the said Edward Banges hath there lying in one Intire peece or psell on that side the point or mersh which is toward the Gurnets nose The said peell of Mersh Meddow lying on the salthouse beach as aforsaid To haue and to hold vnto the said Samuell hicks his heires and assignes for euer the said pmises with all and singulare the appurtenances belonging vnto the said pmises to beelonge vnto the onely ppor vse and behoofe of him the said Samuell hickes his heires and assignes for euer.

*i65i.

Bradford Gouer.

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TEMORAND The 22cond of June i65i. That Edward Banges of the Towne of Nawset allies Eastham in the Collonie of New Plym: in New England in america yeamen doth acknowlidg that for and in Consideracon of the sum of thirteene pounds to him allreddy satisfyed Contented and fully payed by Mannasses Kemton of the towne of Plym: in the Jurisdiction of New Plym: aforsaid yeamen: hee hath freely fully and absolutly barganed allianated and sold forty acars of vpland ground lying and being in the Townshipe of Plym: aforsaid neare Brownes Rock lying ten acars in breadth by the water side and extending it selfe in the length therof vp into the woods being bounded on the oneside with the other lands of the said Mannasses Kemton which hee hath given and made over vnto his sonn in law Ephraim Morton on which the said Ephraim is now seated and doth dwell; and on theother side with the lands of Thomas Morton as allso a peell of mersh meddow videlecet all the meddow or mersh that is on the Iland or spott of land Comonly Called and knowne by the name of Sagaquas To haue and to hold the forty acars of vpland bounded as aforsaid with all the mersh meddow lying and being at Sagaquas aforsaid with all and singulare the Pvilidges and appurtenances belonging vnto the said vpland and mersh land vnto the said Mannasses Kemton to him his heires and assignes for euer to bee holden according to the Mannor of East Greenwidge in the County of Kent in free and Common Sockage and not in Capety nor by Knights service by the Rents and seruices therof and therby due and of Right acostomed; The said Pmises with all and singular the appurtenances belonging vnto the said Pmises being bounded as aforsaid to bee holden in mannor as aforsaid to belonge vnto the onely pper vse and behoofe of him the said Mannasses Kemton to him his heires and assignes for euer.

furthermore Rebeckah the Wife of the said Edward Banges doth by these psents according to order give her free Consent vnto the sale of the said lands vnto the said Mannasses Kemton in forme and mannor aboue mencioned.

*ffor the preventing of further trouble that may Come; Att the generall Court holden att Plymouth the sixt of March i655 the following writing was ordered to bee heer vnder entered.

WEE whose names are heer vnder written doe giue our full and free consent that Thomas Dexter the younger shall have those two Ilands of vpland that lye in his Mersh neer John ffreemans house witnes our hands this twentieth of September i647.

EDMOND FREEMAN
EDWARD DILLINGHAM
WILŁAM WOOD
GORG KNOT
THOMAS DEXTER
THOMAS TUPPER

I doe acknowlidg my selfe freely willing heerunto; THOMAS PRENCE.

This aboue written was entered verbatim according to the originall.

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*i65i

BRADFORD Gour

A Resignacon or sale made by the said Gouer as followeth.

WHERAS about tenn yeares past the within named Wilłam Bradford Gouernor and the Rest of his parteners within written being of the old Companie have Purchased the Towne of Sandwidge of the Indians and paied to them for the said purchase the vallew of sixteene pound nineteen shillings in Comodities; Now know yee that I the said Wilłam Bradford for my selfe and in the behoofe of my parteners for ℓ in consideracon of the sum of sixteene pound nineteen shillings to mee in hand payed by Edmond ffreeman of Sandwidge; I the said William Bradford haue assigned sould and sett ouer all my Right and title that either my selfe or my parteners haue to the said Towne of Sandwidge by Reason of the said Purchase to haue and to hold to him the said Edmond ffreeman his heires and assignes for euer in wittnes wherof I haue sett to my hand this 24^{th} of January 1647.

Wittes

WILLAM BRADFORD

Tho: Willett Wilłam Paddy A RTICLES made Concluded and agreed vpon betweene the six men deputed by the towne to agitate things betwixt the Comitties and the Towne Videlecet Gorge Allen John Vincent Wilłam Newland Robert Botfish Anthony Wright and Richard Bourne this 26^t of ffebrewary 1647.

Imprime The said Gorge Allen John Vincent Wilłam Newland Robert Botfish Anthony Wright and Richard Bourne; doe Couenant and agree to and with the said Edmond ffreeman to satisfy ye Just demaunds of the Comitties and theire assignes of the said Towne by Reason of theire Charges for the vse of the Towne and likwise to satisfy the said Edmond ffreeman seauenteen pounds laid out for the Purchase; and allso to saue and keepe harmles the said Edmond ffreeman in any damages that shall Com vpon him by Reason of his buying of the Purchase.

I The said Edmond ffreeman doe Couenant and agree to and with the said Gorg Allen John Vincent Wilłam Newland Robert Botfish Anthony Wright and Richard Bourne that I the said Edmond ffreeman vpon the Condicion of the pformance of the Condicions of the first article abouesaid to make and assigne ouer the said purchase to the said Gorge Allen John Vincent Wilłam Newland Robert Botfish Anthony Wright and Richard Bourne in as good mannor as I had it from the said Gouer Witness our hands

GORG ALLEN
JOHN VINCENT
WILŁAM NEWLAND

ANTHONY WRIGHT ROBERT BOTFISH RICHARD BOURNE.

i65i august the 20th

Anthony Wright Robert Bothish and Richard Bourne being deputed by the towne of Sandwidge in the behalfe of the said Towne; to sell and despose of lands vnto the vndertakers of the said towne; and to satisfy theire Just demaunds for theire paines and Charges in the townes behalfe; They the said pties have desposed vnto Mr Edmond Freeman seni as one of the aforsaid vndertakers a Certaine pcell of land adioyning vnto the ffence of the aforsaid Mr Edmond ffreeman and × × × it selfe vnto the boggs and alsoe to the lands of Miles Black *leaving a drift way of foure pole wide to have passage vnto the said boggs and twenty acars of land adioyning vnto the lands of John Ellis by the beach if it bee there to bee had; and six acars more now possesed by Thomas Butler at the head of the spring or Cove; These severall pcells of land soe bounded as aforsaid to bee and Remayne vnto the

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said Mr Edmond ffreeman in the aforsaid Consideracon, to him his heires and assignes for euer. To have and to hold the said peells of land with all and singular the appurtenances and privilidges belonging therunto vnto the onely pper vse and behoof of him the said Mr Edmond ffreeman senior his heires and assignes for euer.

And Wheras the Towne of Sandwidge were engaged to pay vnto the said Mr Edmond ffreeman senior the sum of seauenteen pounds in the Consideracon of the purchase of the lands from the Indians; Wee the aforsaid pties videlecet John Vincent Wiltam Newland Anthony Wright Robert Botfish and Richard Bourne; doe despose vnto the said Mr Edmond ffreeman (in lue of 9 pound of the said seauenteen pounds) a Certaine pcell of Meddow ground now in the possesion of Mr John ffreeman adioyning vnto a pcell of land Called the plowed Neck being esteemated at about ten acars bee it more or lesse; To have and to hold the said pcell of Meddow ground with all and singular the appurtenances vnto the said Mr Edmond ffreeman his heires and assignes for euer; and 4 pounds more of the said seauenteen pounds was payed by Mr Edmond ffreeman Junier for land sould to him; and the Remayning 4 pounds of the said seauenteene pound was payed by Mis Joane Swift.

The 20th of august 1651.

THAT Wheras by a Writting made ouer to mee by Willam Bradford Gouernor of Plym: bearing date the 14th of January 1647 as is aboue specified Conserning the purchase of the lands of the Indians for the towne of Sandwidge which Came to seauenteene pound sterling and the towne of Sandwidg by theire assignes, haue now fully satisfyed the said sum of seauenteen pound and performed such other Condicons as they were engaged in by a mutuall writing vnder our hands which being now performed I doe heerby (according to my prmise therin) Resigne and make ouer vnto the towne of Sandwidg and theire heires and Sucsessors all that Right and title that I have or might any way otend to have by vertue of the aforsaid writting; onely Reserving what Right I have to all such lands as I have in pticular and am Justly possessed of with theire appurtenances as that pcell Comonly called Plym Neck and the Rest to mee and my heires and assignes foreuer; It is allso to bee vnderstood that all such as now haue lands in the said Townshipe and are Rightfully possessed of the same are Comprehended heerin though at Psent they liue elswhere Wittnes my hand

Plym: august the 20th i65i. EDMONI

EDMOND FREEMAN SEN.

Wittnes WILŁAM BRADFORD NATHANIEL MORTON.

BRADFORD Gouer.

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EMORANDUM the 7th of October i65i. That Gorge Russell of Scittuate doth acknowlidg that for and in Consideracion of the sum of fiue pounds and ten shillings to bee paied vnto him by Gyles Rickard senior of the towne of Plym: in the Jurisdiction of New Plym: Weauer; hee hath freely and absolutely barganed allianated and sould vnto the said Gyles Rickard his house and land att Wellingslay neare Plym: aforsaid; videlecet the said house with all the Romes therof with all the boards shelues dores and lockes in about or belonging to the same; with two acars of land bee it more or lesse on which the said house now standeth with seauen acars of vpland more or lesse lying at Wobery playne; bounded with the land of henery Wood on the one side and with the land of Edward Tilson on the other side together with all the ffence or ffences vpon or any way belonging to the said house and lands; as allsoe all other appurtenances; and Wheras there are Certaine fruit trees on the aforsaid two acares of land neare the house; which said trees were planted by ffrancis Goulder the late Inhabitant of the said house and lands; The said Gyles Rickard is to give and make payment of fifteene shillings vnto the said ffrancis Goulder for the said trees; as allsoe the said Gyles Rickard is to pay vnto the said ffrancis Goulder forty shillings of the aboue said five pound and ten shillings by order from Gorge Russell aforsaid; and the said Gyles Rickard is to haue and enioy a smale addicion of swampe lying by the said two acares which the said ffrancis Goulder Purchased of Samuell Dunham; To have and hold the said house and all the boards shelues dores and locks belonging therunto; with the two acares of (land bee it more or lesse) on the which the said house now standeth; with the seauen acares of vpland bee it more or lesse) at Wobery plaine with all and singular the ffence or ffences and all other appurtenances belonging thervnto; vnto the said Gyles Rickard to him his heires and assignes for euer The said Pmises with all and singulare the appurtenances belonging vnto the said Pmises with all the said Gorg Russell his Right title or enterest of and into the said Pmises or any part or pcell therof; with whatsoeuer Right or enterest the said ffrancis Goulder hath in the said fruit trees or smale peell of Swampe to belong and appertaine vnto the said Gyles Rickard his heires and assignes for euer vnto the onely proper vse and behoofe of him the said Gyles Rickard to him his heires and assignes for euer.

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BRADFORD Gouer

of this see more ouerleafe

NOW all men by these psents that I John Barnes of Plym: in the Jurisdiction of New Plym: vpon speciall Consideracon moueing mee thervnto doe think meet to bestow som part of my Cattell vpon my Children in manor and forme following I give and make over by these Psents vnto my deare Children videlecet Jonathan Mary Hanna and Lidia two mares with theire two Coults of this yeare one of the said mares being at Eastham and the other at Plym:; as also fouer ewe sheepe which said sheepe are put forth to the halfe theire encrease vnto Wilłam Nelson; the said mares and sheepe with all theire encrease that shall through Gods blessing arise of them from this day forward to bee and Remayne as a stocke for my said Children and incase my said Children shall decease before they bee of age or bee married my mind is the said Cattell shall equally belong vnto those of them that shall survive; and if any of them at the time of theire marriage shall Require theire part of the said Cattell and theire encrease that then they shalbee deuided equally and the Remainder to goe on as before; And in case I shall see Reason to make sale of any of the horse Coults; I doe Retaine liberty vnto my selfe soe to doe prouided allwaies that I Convert them into other Cattell which may probably Conduce to the vphoulding and encreaseing of the stock aforsaid; and I doe heerby bind my selfe to bee acountable vnto the pties heerunder written whom I entrust to bee ouerseers for the desposing of the said stocke vpon theire demaund how I have desposed of such part of the Cattell by sale or exchange as aforsaid; and to see that I make good vnto the stock what I take from the same; and I doe heerby promise and Couenant to vse my best dilligence and Care I Can for the preservacion of the said stock of Cattell and theire encrease that soe they may Conduce to the ends aforsaid; promising allsoe not to require any thing for my dilligence and Care in that behalfe nor to deminish the said stock in way of Recompence for any such dilligence or Care; furthermore I do by these psents envest my trusty and welbeloued frinds Constant Southworth of Duxburrow leiuetenant Tho: Southworth of Plym: and Josiah Cook of Eastham with full power f authoritie to ouersee and despose of the aforsaid Cattell & theire encrease soe as in theire best wisdoms may Conduce to the good of my said Children according to the tennor of my mind in this writting allreddy expressed; and incase any of the three men shall decease that an other bee apointed in his stead by the aduise of the gouernor; and to have full power to acte in the aforsaid behalfe as any of the other and for such Charges as they or any of them shalbee at in the said busines that they bee satisfied out of the said stock; These psents not frusterating or any way hindering whatsoeuer I shalbee enabled for the future to bestow vpon my said Children; In Wittnes of the pmises that they shalbee faithfully pformed I have heerunto sett my hand and seale this 24th of august i65i.

Signed Sealed and

deliuered in the psence of Nathaniell Morton

Gyles Rickard.

JOHN BARNES IB marke and

seale.

* i65i

Bradford Gouer

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NOW all men by these psents That Wheras I John Barnes Inhabitant of the Towne of Plym: in the Jurisdiccon of New Plym: on the 24th of august in this psent yeare anno i65i did make a deed of guift of sundry Cattell viz Mares and sheepe with their encrease vnto my deare Children videlecet Jonathan Mary Hanna and Lidia according to the tearmes in the said deed expressed, I have sence thought good to make an addicion vnto the aforsaid deed of guift as followeth; Videlecet I giue vnto my aforsaid Children fouer Cowes one wherof is in the keeping of Mr Tho: howes of yarmouth which is a pyed Cow with two heifers and a steer Calfe yt Came of her that is to say my part of the said heifers and Calfe; the said Cow being put forth to the said Mr howes to halfe the encreas and a black Cow in the keeping of John Crocker of Barnstable (my part of a Steer Calfe that Came of her shee being allsoe put forth to halfe ye encrease with two Cowes in the keeping of John Willis of Duxburrow with whatsoeuer belongeth to mee of theire encrease they being allsoe put forth to halfe the encrease; the said foure Cowes with my part of theire said encrease as allsoe my part of whatsoeuer encrease shall by Gods blessing arise of them for the future I doe freely and absolutly giue and bestow them on my said Children to bee as a stock aded vnto the former for them; and I doe by these Psents Resigne all my Right and title that I either haue in the said Cattell & encrease or might Otend to haue; vnto my trusty and beloued frinds Constant Southworth leiutenant Tho: Southworth and Josiah Cook; by them to bee faithfully desposed of to the vse and for the good of my said Children; according to the tenor and in the same way and mannor in euery pticular; as is expressed in the aforsaid deed; in Wittnes wherof I have heerunto sett my hand this i4th of October i65i.

In the psence of vs Nathaniell Morton Gyles Rickard JOHN

his mark

BARNES

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Bradford Gouer

EMORANDUM the 26t of october i65i.

That Steuen Bryant of Duxborrow in the Jurisdiction of New Plym: doth acknowlidge that for and in Consideracion of the sum of fiue pound to bee paied vnto him by Willam Ford of the Towne of Duxburrow in the Jurisdiction aforsaid Miller; hee hath freely and absolutely barganed allianated and sould vnto the said Wilłam Ford the one halfe of a Certaine pcell of mersh meddow being estemated at about eight acars bee it more or lesse lying in the mersh Comonly Called and Knowne by the name of the great mersh or Greens harbor mersh; at the Cutt in the said mersh; being bounded with the said Cutt on the one side and with the salthouse beach on the other side; the length therof extending from the said Cutt to a Certaine lone and Remarkable Ceder tree growing vpon a homack in the said mersh; To haue and to hold the said halfe part of the said eight acares of mersh meddow bee it more or lesse soe bounded as aforsaid with all the said Steuen Bryant his Right title or enterest of and into the same vnto him the said William Ford his heires and assignes for euer the said Pmises with all and singulare the appurtenances belonging vnto the said pmeses; to appertaine vnto him the said Willam Ford his heires and assignes for euer vnto the onely proper vse and behoofe of him the said Willam Ford his heires and assignes for euer.

NOW all men by these Presents that I Job Cole of Eastham have sold unto Christopher Wadsworth of Duxborough a house and land lying against a place called Mortons-hole with meadow ℓ fencing and all thereunto belonging unto ℓ said Christopher Wadsworth his heires Executors or Assignes for ever in Consideration of ℓ sum of Seventeen pounds Sterling.

Witness my hand JOB COLE August this 13th i65i Reb: Cole his wife ye day and year aboue Written did freely acknowledge her consent to the said sale of house and land.

Before me THO: PRENCE

*372 * WILLIAM H× × × × × × × × × × x full terme of six × × × × × × × × consideration of faith × × service by him to be pformed × × Basset is to allow him three pounds sterling to be pai × × × × × × × paymt(viz) one in march (the other at thexpiration of × × × (at the full end of the said terme to give him twenty five acres of land.

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* NO all people to whome these presents shall come Thomas Simons of Scituate in ye Gouerment of New Plymouth in New England in America Planter sendeth Greeting & Know ye that I the said Thomas Simons for and in Consideration of fifteene pounds of ten shillings of Current New England pay to me in hand paid by Gilbert Brookes of Scituate aforsd in ye Government aforesaid Planter wherewith I the aforesaid Thomas Simons do acknowledge my self sufficiently satisfied Contented & fully paid And thereof & of every part & parcel thereof do exonerate acquit & discharge The aforesaid Gilbert Brookes he his heirs Executors Administrators (Assignes for Ever pr these presents Haue freely & Absolutely Bargained & sold Enfeoffed & Confirmed And pr these presents Do Bargaine sell Enfeoffe & confirme from me the said Thomas Simons & my heirs to him the sd Gilbert Brookes his heirs & Assigns for euer All that my Dwelling House Barne outhouses Garden orchard f yards Together with nine Acres more or less of upland on which the sd Dwelling house & Barne standeth And is lying & Being in Scituate aforesaid And is Bounded towards yo north to yo land of William Hatch junr towards yo south to ye lands of Thomas Hick towards the East it Buts to ye high way that Leads to ye first Herring Brooke And towards the west to the swamp Likewise ten Acres more or less of vpland lying & being in Scituate aforesaid on that Hill commonly called Brushey hill And is Bounded towards ye east to the land of Thomas Chittenden Towards the west part to the herring Brooke aforesaid and part to the marsh of John Dammon Towards the north to the Common and towards ye south to ye land of Thomas Ingum being one hundred & sixty Rods in length with all & singular the Appurtenances priviledges (Immunities thereunto belonging or any way appertaining to all or any part or parcell of the aforesaid dwelling house Barne out houses orchard yards nine acres more or less of upland (ten acres more or less of upland To Have and to hold the aforesaid Dwelling House Barne outhouses Garden Orchard yards nine Acres more or less of upland f Ten acres more or less of upland unto the aforesaid Gilbert Brooks he his heirs & Assigns for ever to ye proper use & behoofe of him the said Gilbert Brookes he his heirs & Assigns for ever To be holden according to ye manour of East Greenwich in ye County of Kent in free & common soccage & not in Capite nor pr Knights Service by the Rents & Services thereof & thereby due & of Right accustomed & warranting ye sale hereof Against all people whatsoever from by or under me yo aforesaid Thomas Simons or pr my Right or title Clayming any Right or Title of or in the premisses or any part or parcel thereof And I the said Tho Simons do also Covenant promise ℓ Grant That it shall ℓ may be lawfull to ℓ for the aforesaid Gilbert Brookes or his Attorney to Record or Enroll these presents or to Cause them to be Recorded or Enrolled in the Court at New Plimouth aforesaid or in any other place of Record before y^o Governour for that time being or any other magistrate or officer in that Case provided according to y^o usuall manner of Recording or Enrolling Evidences in such case provided In witness whereof I the \tilde{s} d Thomas Simons Have heerunto set my hand ℓ seal this Twenty sixth day of January In the year of our Lord God one thousand six hundred forty ℓ nine.

THOMAS SIMONS

Signed Sealed & Delivered in yo presence of us Vizt Joseph Tilden Richard Standlake Richard Garrett

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* TO all people to whome these presents shall come Robert Crossman of Taunton in ye County of Bristoll in New England Sendeth Greeting & Know ye that Whereas Gilbert Brookes late of Scituate Did formerly purchase of Thomas Simons also late of Scituate A certaine tract of vpland containing nine acres more or less lying in Scituate aforesaid and bounded towards ye north to ye land of William Hatch jun Towards ye South to ye land of Thomas Hick Towards ye East Butting on the high way of towards the west to a Swamp as by the within written deed under ye hand & seal of the said Thomas Simons more fully doth & may appear Wherefore now further Know yee That I the above said Robart Crossman in consideration of Thirty shillings in money to me in hand already paid by Joseph Otis of Scituate in ye County of plimouth in New England and by vertue of Letter of Attourney under the hand & seal of the said Gilbert Brookes Dated the twentyeth day of March 1694 to me Given by vertue of ye power to me therefrom derived Have Granted and do hereby Grant Sell Assign & sett over to the said Joseph Otis his heirs & Assignes the within written And above recited Deed Together with all the said Brookes his Right and Interest in and unto the said Nine acres of Land within specified and contained And as the same is within and above Butted and Bounded as fully to all Intents Constructions and Purposes as in the same, ye said Land is confirmed to the said Gilbert Brookes To Have and to hold The said and within written Deed and the said nine acres more or less of Land with the Appurtenances excepting onely what said Brookes formerly sold to John Hanmore deceased unto him the said Joseph Otis his heirs ℓ Assignes To his ℓ their proper use ℓ behoofe for euer In Witness whereof I the $\tilde{s}d$ Robert Crossman Attourney as abovesaid have hereunto set my hand and seal. This nineteenth day of Aprill Anno Domini one thousand six hundred ninety and fiue: i695:

Signed Sealed & Delivered in presence of Sam¹ Sprague
Samuel Sprague Jun²

ROBERT CROSSMAN.



Entered (Recorded March yº 27th i699. pr SAML SPRAGUE Record. Memorand that on ye 22th day of March Annogs Domini i698 The above named Robert Crossman came before me the subscriber one of his Maties Justices cacknowledged the aboue written Instrument to be his act call.

NATHANAEL THOMAS.

NOW all men by these presents that I Gilbert Brookes of the Town of Rehoboth in ye County of Bristoll in their Maties Province of the Massachusets Bay in New England Have Assigned ordaining made and in my stead and Place by these presents put & constituted my well beloved friend And Son in Law Robert Crossman of the Town of Taunton in ye County of Bristoll & Province aforesaid to be my true & Lawfull Attorney in my name to seek after enter upon and Possess any land or lands of what kind or nature soever that is mine or belonging to me the said Gilbert Brookes or that ought to be mine & belong unto me within ye Township of Situate in ye County of Plimouth in the province aforesaid or any part thereof Also I do further give full power & lawfull Authority to my said Attorney to make sale of any part or parcel or all of said lands as he my said Attorney doth or may se cause And to give Deeds of ye same in his own name or otherways to Act as he my sd Attorney doth se cause And in my name to do execute (performe as fully amplely effectually to all intents constructions & purposes whatsoever as I my self might or could do if I were personally present Giving & by these presents Granting unto my sd Attorney my full & whole power & Authority in and about ye premises Ratifying & holding firm & stable whatsoever my said Attorney shall do in and about ye Premises. In witness whereof I the said Gilbert Brookes have

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hereunto set my hand { Affixed my seal This twentieth day of March 169\$ In the seventh year of his Maties Reign.

Signed Sealed & delivered
In presence of
Stephen Paine
Samuell Paine

Entered & recorded

March 27th i699.

pr SAML SPRAGUE Records.

GILBERT BROOKES
his 7 mark



Memorandum that on the 29th of March i695 Gilbert Brookes Acknowledged this Instrument to be his voluntary act and Deed Before
NICHOLAS PECK one of theire Matter Justices.

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YOU shall sweare by the name of the Great God × × × × ¢ earth, ¢ in his holy fear, ¢ presence that you shall not speake, or doe, deuise, or aduise, any thing or things, acte or acts, directly, or indirectly, By land, or water, that doth, shall, or may, tend to the destruction or ouerthrowe of this present plantation, Colonie, or Corporation of this towne Plimoth in New England.

Neither shall you suffer the same to be spoken, or done, but shall hinder, oposse the same, by all due means you can.

You shall not enter into any league, treaty, Confederac or combination, with any, within the said Colonie or without the same that shall plote, or contriue any thing to the hurte, ℓ ruine of the growth, and good of the said plantation.

You shall not consente to any shuch confederation, nor conceale the same any known vnto you certainly, or by conjex but shall forthwith manifest (make knowne the same, to the Gouernours of this said towne for the time being.

And this you promise, ℓ swear, simply, ℓ truly, ℓ faithfx to performe as a true Christian as you hope for help $\times \times$ God, the God of truth ℓ punisher of falshoode.

221

*THE forme of the Oath which × × × × × of the Gouernour, Counsell at every Election of any of them.

YOU shall swear, according to that wisdom, and measure of discerning given vnto you; faithfully, equally, ℓ indifferently without respect of persons; to adminster Justice, in all causes coming before you. And shall labor, to advance, ℓ furder the good of this Colony, ℓ plantation, to the vtmost of your power; and oppose any thing that may hinder the same.

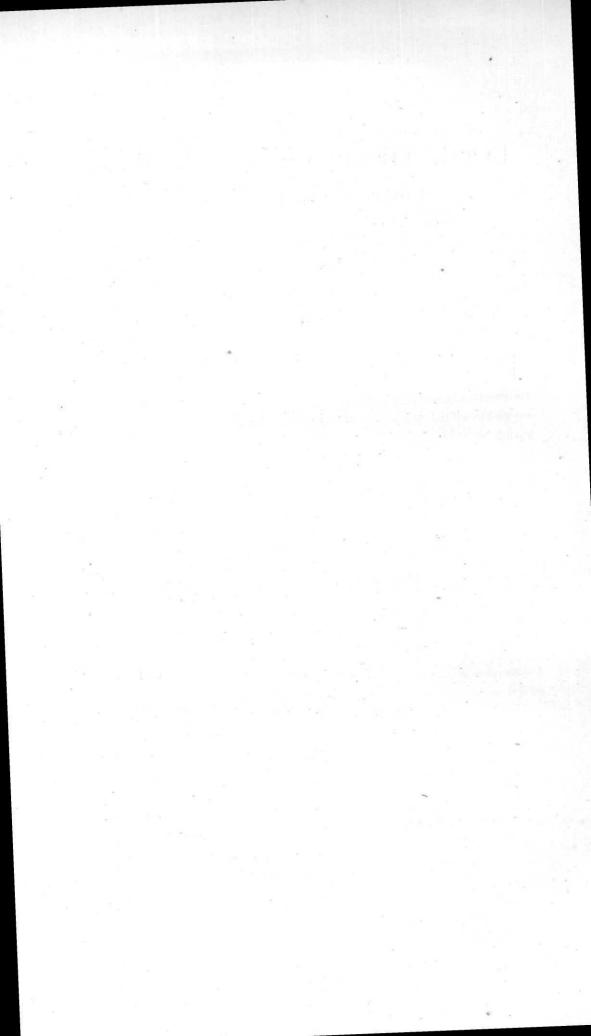
So help you God.

10 2(10)3

BOOK OF

INDIAN RECORDS

FOR THEIR LANDS.



BOOK OF INDIAN RECORDS

FOR THEIR LANDS.

[The manuscript of the Book of Indian Records is, with the exception of two pages, in the handwriting of Nathaniel Morton and Samuel Sprague. Pages 1, 2, 3, 5, 10, 11, 20, 21, 23, 24, 26, 28, and 30 are in the handwriting of Nathaniel Morton. Pages 13, 15, 16, 17, 19, 33, and 34 are in the handwriting of Samuel Sprague. Pages 7 and 9 are in an unknown hand. The title-page is bound in the volume of Laws, as also the order in relation to David Hunter, on page 242 of the printed copy. — D. P.]

* i674.

WINSLOW

PAPAMO MACHACAM and Achawanamett being the Right owners of the land heer mensioned doe desire to have them Recorded in the court of Plymouth collonie that soe wee may preserve our lands for our children; the bounds of our lands are as followeth; from the Easteren bounds of Dartmouth, att the watersyde to a place called Wassapacoasett; and soe into the woods to the southeast end of a pond called Masquanspust, which is about six or seaven Myle; and along the southsyde of the pond, To a great spruce tree marked, on four sydes, which is the head bound, on the east syde of our land, and from thence to a swamp which lyeth south from the Marked tree. The swamp is called quanumpacke; and from thence downe to the two Rockes lying by the Pathsyde; which goeth from Dartmouth to Sandwich; Eastern syde of Dartmouth bounds is the westersde of our bounds; and Sandwich path is our head bounds, on the westsyde of our land from Dartmouth bounds to them two Rockes before Named, our Tract of land is called by the Name of Mattapoisett.

Arther Hathewey and Jonathan Dellano doe Witnesse that wee haue seen these bounds;

ARTHER HATHAWEY JONATHAN DELLANO

The Names of the Indians that doe witnesses that the aboue written tract of land doth belonge to the aboue named three Indians.

October the 3. i673.

HESQUEPEST

his marke_

WASNECKSUCKE his marke.

PEWAT

his marke.

PESWONTKOM

his marke

(225)

29

1

The bounds of the tract of land which doth belonge to Papaumo Machacome and Achawanomett, which they doe desire to have Recorded, are as followeth from the easteren bounds of Dartmouth alonge the watersyde to a place called Wassapacoasett; and from thence to the woods, to the Land which Joseph Laythorp and Barnabase Laythorp and John Tompson bought of Wilłam Tuspaquin and from thence to a swamp called Quanapacke; and from thence to two Rockes, by the path which goeth from Dartmouth to Sandwich; the line of Dartmouth is theire bounds, on the Westsyde of theire land, the reason why all the bounds, are not Mensioned heer, which are in the other writing is because they are in the aforemensioned tract, which Wilłam Tuspaquin sold: which sale they have condesended vnto, theire land is comonly called by the Name of Mattapoisett;

Dated att Dartmouth July the 2cond 1674.

Written by Jonathan Delano being acquainted with theire land and desired by them to write theire bounds.

Witnes heervnto the (marke of PECHAWONCHEM.

* 1674.

#2

Winslow Gour

NOW all men by these presents that I Quachattasett Sachem of Mannomett doe acknowlidg that I haue receiued of Will Hedge or Webaquequan of Koomasabunkawitt the full sume of Nine pounds in Indian goods; with the which some of nine pounds I doe acknowlidge my selfe fully satisfyed and payed therwith, for and in consideration of a certaine tract or prsell of land sold by mee the aforsaid Quachattasett vnto the aforsaid Will: Hedge; the which tract of land lyeth att a place called by the English the blacke banke neare vnto break hart hill but called by the Indians Monechchan; the bounds of the afore mensioned land begining neare vnto the blacke banke; and soe extending easterly vpon the topp of the hill or clift for one hundred pole, and from this bound of the end of one hundred pole vpon the hill then extending southerly to a little pond called by the Indians Weakpocoinke and a little hill; and from this little hill vnto a place called Patoompawksicke; the which southermost end is to be one hundred pole likewise and from Patoompacksicke, runing to the seaward vnto the blacke banke aforesaid; all which the aformensioned prmises according to the aforsaid bounds I the aforsaid Quachattasett for my selfe my heires and assignes; To haue and to

hold foreuer with all the Right title, Interest that I haue; might or ought to

haue; with all the Appurtenances comodities conveniencyes privilidges and proffitts; with all woods timber or whatsoeuer is in the land or vpon the land in any Respect appertaining thervnto, I the aforsaid Quachattasett doe by these presents allianate from my selfe my heires executors and assignes and fully and absolutely deliuer vnto the aforsaid Will: Hedge his heires and assignes; to warrant and saue harmles the aforsaid Will: Hedge his heires and assignes for his owne true and proper Inheritance for euer; and furthermore I the aforsaid Quachattasett doe Couenant and graunt to and with the aforsaid Will: Hedge his heires and assignes to warrant and saue harmles the aforsaid Will: Hedge his heiers and assignes; from any manor of psons, that shall or may, any lawfull claime to the aforsaid bargained presses from by or vnder mee the aforsaid Quachattasett or my heires or assignes, In witnes wherof I the aforsaid Quachattasett haue heervnto sett my hand and seale this sixt day of Aprill in the yeare one thousand six hundred seauenty and four.

The marke of QUACHATTASETT

and a



Signed sealed and delivered in the p^rsence off Richard Bourne Sherjashubb Bourne

This deed was acknowlidg by Quachattasett this 4th of the 4th month i674 before mee

JOHN ALDIN, Assistant.

* 1672.

PRENCE Gour.

NOW all men by these presents that I Pumpanahoo of Cautuhticutt in the Collonie of New Plymouth in New England doe ffreely giue vnto my welbeloued frind and brother Charles or Pumpmunitt off Ashimuitt neare Sandwich in the Collonie of New Plymouth, a certaine tract of land lying and being in a place, called Ahquaunauwansuh River, runing into Cautuchticutt Riuer; and soe vnto another brooke called Peeskhamnett lying to the Northward of Cautuhticutt Riuer, being the bounds wherin the foremensioned hundred acrees lyeth; and likewise I the aforsaid Pumppanuho doe freely giue vnto the aforsaid Pumpmunitt or Charles liberty for the feeding or grassing of any kind of cattle and for the giting of any sort of Timber or wood, and likewise free libertie for ffishing fouling or hunting, what hee or his assignes hath occation for, all the which the afore mensioned hundred acrees with the aformensioned liberties and privilidges I the aforsaid Pam-

*3

panaho doe freely giue for my selfe, my heires and assignes for euer vnto Pompmunitt or Charles, for himselfe his heires and assignes To haue and to hold foreuer; for his owne true and feirme and proper posession and for the confeirmation heerof I the aforesaid Pampanuhoo haue sett my hand and seale; this one and thirty day of October, in the yeare one Thousand six hundred seauenty and two,

of POMPANUHOO



Signed sealed and deliuered in the preence of vs the witnesses

Richard Bourne

Noauweeas 1

his marke

The marke o Cottnuttaquan

Samuell Ponaupam

This deed was acknowlidged this 1 of the 9th i672 before mee JOHN ALDEN, Assistant.

*New Plymouth.

In reference vnto the request made to the Court held att Plymouth the 10th day of June i67i by Gorge Wampey, concerning a preell or Tract of Land lying att Sampsons pond challenged by the wife of the said Gorge Wampey; hee haueing produced three euidences: viz: three Indians namly Jawannoh Captaine John of Assowamsett and Joseph of Assawamsett; whoe testifyed before the Court; that shee the wife of the said Wampey is the trew and right propriator theroff; The Court haue therfore ordered; that in case noe other doe appear betwixt this date and the 10th of July i672 to have a better title thervnto that then shee shalbe rendered and reputed the true propriator therof; and the said Court ordered that the prmises should be recorded as aboue expressed.

* 1669:1670.

Wofako alias Harry his Booke of Records.

ITNESS that I Wasoko alius Hary do freely and willingly [giue] (bequeath all the lands that I am posessed of, vnto my son Ma alivs Sam Hary. after my desease. and that my son shall not [sell] any part or parcell thereof but shall remaine to him & his heirs successively. but if Sam Hary should not liue to enjoy it then to the next brother to vphold my name. vnto the which I do subscribe my name.

Witnes

The marke of WASOKO

William Hoskins John Harman

*The last Will and Testament of Pamantaquash allies the Pond Sachem.

ITNESETH these presents that Pamontaquask the pond Sachem [being weak] in body but of perfect disposeing memory declared it to be his last [will and] Testament concerning all his lands at Assawamsett or elswhere [that he is] now posessed of, that he would after his desease leaue them vnto his [] Tuspaquin alius the black Sachem, for his life and after the sd Tuspaquin [his desease vnto Soquontamouk alius William his sone and to his heires [for] euer, and desired seuerall of his men that were then about him to take [notice] of it, and be wittnesses of it if he should not liue himselfe to doe [the] writing vnder his owne hande.

The Indians that were present doe here vnto subscribe.

PAEMPOHUT

alius Joseph

marke

The marke of SAM: HARRY

alius Matwatacka

WOSAKO his marke

alius Harry

PELEX his marke alius Nanauatauate

The land that the said Pomon[taquask] challenges, the names of the places said witnesses have made description x followeth: Pachamaquast Wekam Nekatatacouek. Setnessnett Anec x that goes from Cushenett to through it: Wacagasaneps: Wacom Quamakeckett Tokopissett: Maspenn Wampaketatekam: Caskakachesqua[sh] Wachpusk. ester side of ye pond: p x soe or Namassakett rifuer] Pasamasatuate. JOHN MORTON.

Harry and his sone Sam: Harry: desiers that neither Tuspaquin nor his sone be prest to sell the said lands , by any English or others whatsoeuer:

The lands mentioned which Tuspaquin posesseth: Ha , Wosako weh [Where the ais as long as he liues.

29 October: 1668:

Witnes

Wapetom his mark:

Wasnukesett his mark: 4/

bove blanks are in pp. 228 and 229, the original is worn away. The words in brackets are supplied in conjecture.]

*10 *WHERAS the Indians of Assowamsett haue agreed amongst themselues concerning theire land for to leaue out homlotts; ffelix his
Lott is 58 acrees and an halfe these was graunted by old Tuspaquin and
Wilłam Watuspaquin did willingly and ffreely, to consent what men willing
to doe, and heer I sett my hand the 11th day of March i673.

The Marke of old © WATUSPAQUIN
The marke of WILŁ WATUSPAQUIN
The Marke of MEMEHEVTT

NOW all men by these presents that I old Watuspaquin doe graunt vnto John Sassamon; allies Wussasoman twenty seauen acrees of land for a home lott; att Assowamsett Necke. this is my gift Giuen to him the said John Sassamon By mee the said Watuspaquin in Anno i673.

Witnes my hand

Witnes alsoe

OLD WATUSPAQUIN; his marke WILŁAM TUSPAQUIN his Marke NANEHEVNT his Marke

This abouesaid land John Sassamon aboue Named Gaue vnto his son in law ffelix, in Marriage with his daughter Bettey, as appears by a line or two rudely written; by the said John Sassamons owne hand but onely witnessed by the said old Watuspaquen; as followeth

Saith old Watuspaquin; it was his Will to his daughter, to have that land which was John Wasasomans; by old Watuspaquin; witnessed

OLD WATUSPAQUEN his marke

Onely ther is a home lott graunted by the said Watuspaquin vnto one Capt: John an Indian deceased which is expressed in a writing which is the same writing in which the words abouesaid of Tuspaquin is expressed.

*11 *March the fift i678, Winslow Gour.

It was ordered and agreed by the Court before Named that all such lands as were formerly John Sassamons in our Colloni shalbe settled on ffelex his son in law; and to be and remaine vnto him the said ffelix as his owne proper Right, with all and singulare the appurtenances belonging thervnto, to him the said ffelix To him and heires and assignes for euer.

I

ffebruary 25: 1678.

The bounds of land given by Nanumett to his son Ralph or Aspuch-chamuck.

The lands lying neare Wauquanchett adjoyning to the bounds of Mr Edmond Freeman senir called Poekquamscutt or a great rocke neare vnto the brooke and from this great Rocke vpon a straight line vnto the red brooke; and runing Northerly on this side Partriches marsh and soe goeing to a place Kowpiscowonkouett and soe runing Northwest called Makewaumaquest and runing Northwest to a place called Wonammanitt; and soe runing to the Northeast to a place called Meshmuskuchtekutt; and soe runing Northeaster to a place called Paukohkoesseke; and soe runing easterly to a place called Sauqutagnappiepanquash and soe runing Southerly vnto a place called Quanpaukoessett and soe runing Northeasterly vnto a place called Mashashinett, and soe goeing to a place called Pethto Pogsett; and soe runing southerly to a place called Muskapasesett and soe runing southerly to a place called Quohtauanuet and soe runing to a place called Vntsatuitt and soe goeing to a place called Mussauwomineukonett; and soe goeing Westerly to a place called Wauphaneeskitt and soe Westerly to Mr ffreemans bounds aforsaid but for the swamp called Muchquachema This belongeth to the widdow Bourne and Elisha Bourne; all the aforemensioned bound belonging to the aforsaid Ralph or Aspuhchaumake with all appurtenances and privilidges thervnto belonging; as trees woods knotts or what euer benifitt belonges thervnto except one swamp aforsaid called Mauthquohkoma.

Nanumett gaue his son Ralph more about 30 acrees of land lying by the herring pond adjoying to the old feild runing Easterly towards Sandwich and Namunett in his will ordered that this 30 acrees last mensioned should not be sold or given away from his son Ralph; and his Generation successively.

One Necke of land more that shools into the herring river pond called Taupoowavmsett and soe to Sandwich bounds; all this belonging to the aforsaid Ralph;

Witnes Mannomett Peter
Tom Peenis
Amawekett
Wilłam Pease

This was recorded by order of the Court held att Plymouth the 5th of March Ann^o i678.

2

-3

*The Testimony of Massentumpain this 7th of 8:73.

That he being at Naumosaukusset about seven years since that he heard Josiah or Wompatuk say that if he the said Josiah were absent or taken away by Death: He did give power and order to Pompanuhoo to give to Charles Pompmunit A certaine parcel of land lying Betwixt two Brookes and the Great River Cotuhtikut River and so to extend unto Bridgwater Bounds the names of the Rivers one is Ahquonsooawmsooh Runing toward the Northward: And the name of the other river is Namunuxet runing toward the Northwest. All this Tract of Land being thus Bounded as above Massentumpaine saith he heard Josiah giue to Charles and desired Pompnuhoo to confirm it unto Charles

The mark of MASSENTUMPAINE.

The testimony of Paupsuckqunuad this 7: of 8:73:

That he being at Assocaumsoo about six years since that he heard Josiah Wompatuck say that he had already given unto Charles Pompmunit a certaine parcel of land lying betwixt two Brookes and the great River the name of one Riuer is Ahquonsoonumsoo and the other River is called Namunnunkqsit:

The mark of C PAUPSUKQUNUAD.

The Testimony of George Wampei this 31 of October 1673:

Who saith that Josiah Wompatuk with ye consent of George Wampei, gave vnto Charles Pompmunit first of all one hundred acres of Upland. And afterward the foresaid Josiah gave unto the aforesaid Charles another tract of land lying upon the Norther side of Cotuhtikut river and lying betwixt two Brookes one of ye Brookes is called Namuneunkquassit And the other Brooke is called Auhquannissonwaumissoo about one mile from Titikut River towards Bridgwater And Josiah gave this land to Charles with all Appurtenances for himself his heirs and Assigns for ever.

The mark of GEORGE WAMPEL.

Witness Richard Bourne

Sachamus Indian of Satucket saith that he well remembers that he was at Josiah Wampatucks Wigwam at Mattacheesset before that ye sd Josiah went to the Moquaas Countrey from whence he returned no more And the said Josiah bid him the said Sachamus remember that he did now give to Pompmunit alias Charles this heirs for ever All that peece of Land lying betweene two Brookes or Rivers one called by ye Indians Aquausowouso the

other is called Namuwouxit and from y^e great river called Titticut river one mile towards Bridgwater. Sachamus further saith that the said Josiah did then before him bid his two chief men George Wompy and Peter Pompanohoo to see that this said tract of land should be accordingly settled to y^e said Charles.

This above written evidence ye said Sachamus affirms is certaine true before,

JOHN THACHER

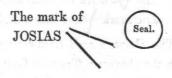
Jus. of peace this 12 June 1695.

* TO all Christian People to whome these presents shall come Josias an Indian Sachem living at a place called Mattakeesset in the Colony of New Plimouth and Son of Josias alias Chickatabut Sedeth Greeting. Know yee that whereas it doth appear by a writing under the hand of the said Josias alias Chickatabut Dated ye nineth of June in the ye year one thousand six hundred sixty and four that ye said Josias alias Chickatabut did then and thereby promise and engage to give and confirm certain lands at Tittecut unto two Indians one now called Peter by ye English and the other (when living) Thomas Hunter and to ye rest of ye Indians living upon Tittecutt river Therefore the said Josias ye son of Josias alias Chickatabut abovesd (the said Josias alias Chickatabut being deceased) his son ye aboves Josias doth by these presents and in pursuance of his sd ffathers promise give grant confirm and deliver unto the said Peter an Indian of said Tittecut and living there between Taunton and Bridgwater in sd Colony All the Lands of all sorts that are and lye on the Northeasterly side of a direct line from ye ffort that is now standing on ye Hill above said Tittecutt wear and on the southeasterly side of ye river unto the place where the line betweene Middleborough land and Tittecut land doth cross the path that leadeth from the said Tittecut to Middleborough mill that is to say All ye lands called Tittecut lands on the Southeastwardly side of Tittecut river and on the Northeaswardly side of sa line that are not already disposed of unto the English Furthermore the said Josias the son of Josias alias Chickatabut deceased doth by these presents covenant and promise to and with the said Peter that it shall be free and lawfull for ever hereafter to and for the sd Peter and such Indians that shall hereafter be his heirs of asigns from time to time To have and to hold the said lands with all & singular the rights priveledges Imunities and Appurtenances within or upon the same or any maner of ways thereunto belonging or appertaining without any Trouble molestation charge suits at law or any Incumbrances that shall or may arise from by or under him the sd Josias the son of Josias alias Chickatabut or his heirs executors or administrators or any *15

maner of way by any of their procurement for ever And whereas it is desired and the designe of ye sd Josias the son of ye said Josias alias Chickatabut That the said Peter may be able and capable to accomodate and supply with land such Indians as shall desire to live in Tittecut and want land to plant Therefore the said Josias the son of ye said Josias alias Chickatabut doth by these presents fully and absolutely forbid and prohibit the said Peter his heirs or assigns or either or any of them from *giving selling or any maner of way making over or conveighing the said lands or any part or parcell thereof unto the English for ever. Therefore if ye said Peter or any heir or assign of his shall at any time hereafter attempt to give sell or any way make over any part or parcell of ye said lands unto the English he or they that shall so doe shall by vertue of this prohibition forfeit and loose all his and their Interest in ye said lands and by vertue of this deed the said lands lost of forfeited shall fall to and belong to the rest of ye then Tittecut Indians and their Indian heirs and Assigns for ever.

In Testimony whereof the said Josias the son of Josias alias Chickatabut have hereunto set his hand and Affixed his seal ye eighth day of September in ye year of our Lord one thousand six hundred eighty and six. 1686:

Signed sealed and delivered in y° presence of Benjamin Leonard The mar j of John Cobb jun^r Thomas Leonard.



In Taunton in Bristoll County May the 8th 1694. The said Benjamin Leonard and sd John Cobb tooke oath that they saw the above said Josias signe seal and deliver the above written deed as his act and deed unto the said Peter ye day of ye date thereof. Sworne before

THOMAS LEONARD Justice

Entered and recorded July ye 9th 1695:

pr SAML SPRAGUE Recordr/

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* NOW all men by these presents that I ye said old Wattuspaquin and William Wattuspaquin both of us have give a free grant or gift unto a Woman called Assowetough A tract of land called Nahteawanet the bounds of that Neck is by the little swamp place called Mashquomoh from the west side of that little swamp and run a straight line to A pond called Sasonkususet ranging over that pond to an old fence and so going along with that ffence till we come to a great pond called Chupipoggut This we have given unto Assowetough with the consent of all the chief men of Assowamset that she might enjoy it peaceably without any mollestation Neither by us nor by ours or under us after us. But she shall have it for ever especially her eldest daughter that they shall not be troubled upon no account Neither by morgage or gift or sale or upon no account therefore we set our hands.

The mark O of WATTUSPAQUIN

The mark VV W WILLIAM WATTUSPAQUIN

December 23: 1673.

The mark of Tobias alias Poggapanossoo.

The mark of old Thomas

The mark of Pohonohoo

The mark of Kankunuki.

I The above named Assowetough alias Bettey do freely will give and bequeath the abovesaid Tract of land unto my Daughter Mercy ℓ to her heirs for ever. Witness my hand this 14th day of May 1696.

The X mark of BETTY alias ASSOWETOUGH.

Witness Sam¹ Sprague icharles Isack Wonno.

*THIS is ye Gift or sale of Quateashit living at Monamat of that land called Kawamasuhkakamid. I Quateatahshit do give that land to Pompmunet or Charles Ahaz living at Ashamuit which land lies at Kawamasohkakannit the first bounds of it is called Pochuppunnukaak in English Break heart Hill. There there Acquanootas bounds meets with it Then goe's down to ye sea side And from waters side goe's into woods which is ye Southwesterly bounds and there it goe's into ye salt water there standing a great rock in ye water called Qussuknashunk which is Charles his bounds which is ye westerly bounds And upon ye upland stands a markt pine tree then runs into ye woods westerly and runs up Quite on ye north side of a fresh pond called Patopacassett which

*19

pond stands in Charls his land And Charls his land goes not beyond that pond but ye pond is the head bounds of his land And from that pond turning a corner vpon a square it runs for ye Southerly bounds which land I give according to ye breadth at salt water to have the same breadth on ye other side of it in ye woods there being mark trees on ye north bounds I Queatatashit give this land to Pompmunit or Charles for ever with Commonage fire wood ways priviledges of hunting and fences and for grass and fishing and all manner of priviledges to him ye said Pompmunit or Charles and his heirs and Assigns for ever.

March 16th 1664 alias 1665.

Witness Saseakouit his mark.

I Job Antkoo living at Soconesset I heard and saw Queteatahshit at that time above mentioned declare and sign this Instrument or writing.

I Amy so called by name together with yo wife of Queteatahshit heard him speak all these words and have hereunto set my hand

my hand.

and mark

*20

*Som Testimonyes concerning the lands of Watuchpoo of Sepecan The Testimoy of Amawekitt being an old man saith hee heard from his fa-

ther that these lands in difference did belong vnto the predecessors of Watachpoo;

Wassauwon hee had these lands for his owne possession.

Vspauhquan the sonne of Wassauwon held these lands for his owne.

Naunaumasso the sonne of Vspauhquan, hee likewise held these lands.

Maumoowampees the sonne of Naunaumosso hee had these lands which Maumoowampees Amawekkett knew himselfe to enjoy these lands.

Pohquantaushon the sonne of Maumoowampees Injoyed this land;

Wattachpoo the sonne of Pohquantaushon desires still to Injoy the land of his forefathers.

These witnesses Testify Concerning these lands.

The blacke Sachem with his wife testify the same that the rest of the witnesses doth.

Wausoopausuke the same

Josias witnesseth the same

Sampoiateen Navnmvott the same witnesseth.

ffrancis vnderstands the same.

Sampson hee heares and vnderstands by his father that this is truth.

Phillip hath heard and knowne prte.

Ompatakesuke witnesseth the same.

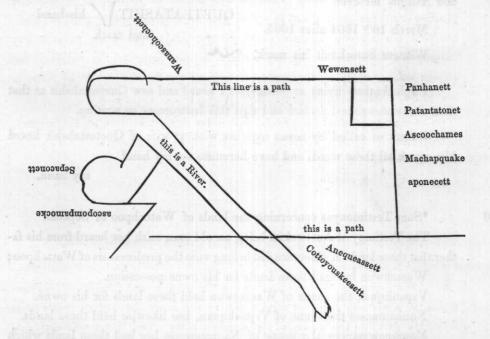
2 3 4

56

THIS may informe the honor^d Court that I Phillip ame willing to sell the Land within this draught; but the Indians that are vpon it may live vpon it still but the land that is [waste] may be sold and Wattachpoo is of the same mind; I have set downe all the principall names of the land wee are not willing should be sold.

ffrom Pacanaukett the 24th of the 12th month 1668.

PHILLIP: P. his mark.



NOW all Men by these presents that Phillip haue given power vnto Watuchpoo and Sampson and theire bretheren To hold and make sale of to whom they will by my consent; and they shall not haue it; without they be Willing to lett it goe; it shalbe soe by my consent; But without my Knowlidge they cannot safely to: but with my consent there is none that can lay claime to that land which they haue marked out; it is theires for euer soe therefore none can safely purchase any otherwise but by Watachpoo and Sampson and theire bretheren.

Witnesse my hand that I giue it to them The marke **p** of Phillip i666.

John Sassamon is a Witnesse;

*i665

PRENCE Gour

A deed appointed to bee Recorded.

THES presents witnesseth that I Josias allies Chickatabutt doe promise by these presents to give vnto the Indians liveing vpon Catuhtkut River (viz) Pompanohoo Waweevs and the other Indians liveing there; that is three miles vpon each side of the River (excepting the lands that are alreddy sold to the English either Taunton Bridgwater or to the Major and doe promise by these presents not to sell or give to any any pte or peell of land; but that the aforsaid Indians shall peacably enjoy the same without any Interuption from mee or by my meanes in any respect; the which I doe engage and promise by these presents: witnes my hand this 9th of June in the yeare 1664.

CHICKATABUTT allies JOSIAS f his marke. WUTTANAUMATUKE his marke.

Witnes Richard Bourne

John Low his marke

A deed apointed likewise to bee recorded.

THESE presents witnesseth that wee Josias allies Chickataubutt Pompanahoo Waweevs and Wottanamatuke doe freely giue vnto Charles allies Pumpanunett a sertaine peell of land lying by the riuer Cotuhtikutt bounded as followeth (viz) to the westward by a smale riuer called Namuwarnuksit; to the eastward bounded by a riuer called Ahquannissowamsoo and towards the North the riuer called Cotuhtikutt; and soe one hundred acrees within this bounds; extending in the woods; to accomplish the aforsaid hundred acrees and soe to bee bounded; as it appears when layed out; all the which one hundred acrees wee the Afforsaid Chickataubutt Pompanahoo Waweevs and Wattanamatuke; doe freely giue from vs and ours to the aforsaid Pompanuett hee and his with all priuilidges emunities or whatsoeuer may bee for his benifitt within the aforsaid bounds. Witness our hands this sixt day of october in the yeare one thousand six hundred sixty and four i664.

Witnes Richard Bourne
Apwanoonke his marke
Humpees his marke

The marke JOSIAS.
The marke of POMPANAHOO
The marke of WAWEEUS
The marke of WUTTANAMATUCKE

PRENCE Gour

*A deed appointed to bee Recorded.

*24

NOW all Men by these presents that I Quechattasett Sachem of Manmomett doe sell vnto Hope a certaine peell of Land lying att Pokeesett; bounded as followeth (viz.) of land lying betwixt the Riuers or brookes called Annussanatonsett and another called Wakonacob; and soe downe to the sea and to the old way as they goe to Saconeesett; all which the primises I the aforsaid Quechattasett doe freely sell from mee and myne vnto him and his for euer all priuilidges swamp libertie libertie of the sea and what euer is nessesary for theire welbeing respecting this peell of land; all which the primises; I doe confeirme this present day being the 9th of June in the yeare 1664. Witnes my hand

QUECHATTASETT his < marke

Witnes Richard Bourne
Paumpunitt
James Attukoo.

A Deed appointed to bee Recorded.

NOW all men by these preents that wee Quachattasett and Jepaupow both of Mannomett haue sold vnto Pompmunitt alkis Charles one tract or pcell of land and meddow being bounded as followeth; vpon the Northerly side being bounded by the lands of James Skiffe of Sandwich; vpon the southerly side extending to a river called Coppoanissett allis Pinguin hole riuer vpon the Easterly end extending two miles into the woods from the salt water; and the westerly end being bounded by the salt water; all the aforsaid Tract or peells of land and meddow wee doe resigne from vs and ours for euer; acknowlidging ourselues fully satisfyed and payed; and deliuering vp the aforsaid lands and meddowes with all the timber wood grasse ffishing fowling and what priuilidges belonges thervnto either by sea or land; wee say wee fully and absolutely convey vnto the aforsaid Pompmunitt allis Charles vnto him and his with three Ilands lying before this land adjoyning by smale beaches of sand vnto the aforsaid prmises all which the aforsaid prmises with euery pte and pcell within the aforsaid bounds either lands meddowes or Ilands or any other priuilidge therto belonging; wee say wee doe fully convey vnto the aforsaid Pompmunnitt vnto him and his heires assignes for euer; To Haue and to hold without any just molestation from vs or any of ours. witnes our hands this sixteenth day of march in the yeare i664 Allis i665.

Witnes p^rsent Richard Bourne Sherjashubb Bourne. JEPAWPOW his his marke
QUACHATTASETT his marke
SEPITT his marke
NANQUATNUMACH his marke

*26 * i666

Prence Gour:

THIS writing witnesseth that I Quachatasett of Manomett haue sold a presell or necke of land vnto Pompmunett alfies Charles; called Messatuag being bounded by a Riuer called Wansaquatomsa vpon the Northeast side haueing two heads; and this bounds to be betwixt these two heads runing vp to the barren hills about one mile and an halfe to a little pond amongst the hills called Sakesett and for the southerly bounds vnto a riuer called Tausakaust and soe into the woods to a marked tree being the bounds of Edmond ffreemans land; and soe to the barren hills vpon the southeast about one mile and an halfe; I Quachattasett doe acknowlidg that I haue sold and received full satisfaction for all the foremencioned necke of land with all timber and wood vpon the said necke with all the meddow land about the said necke and all priviliges thervnto belonging in any respect either by land or sea I say I doe allianate from mee and mine fore ever vnto the aforsaid Charles to him and his heires forever. To have and to hold for his posession; Witnes my hand this 28th day of December in the yeare i665.

Witnesse Richard Bourne
Kunnooynise.

QUACHATTASETT his warke

NUMOTT whis marke

SEPITT his marke

THESE presents Witnesseth that wee Adtoquanpoke and Saseeakowett both of Onkowam doe sell vnto Nokunowitt of Ashumueitt a sertaine Iland with a longe beach adjoyning to it being neare vnto a place called Quanaconwampith the Iland being called Ontsett; the which Iland wee convey from vs and our childern for euer vnto the aforsaid Nokanowitt and his assignes for euer acknowlidging ourselues fully satisfyed and payed. Witnes our hands this twenty fourth of July i666.

Witnesse Richard Bourne SASEEAKOWUTT his marke ADTOQUANPOKE his mark.

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*THESE presents testify That wee Quechattasett and Nanquidnumacke doe giue vnto Jacob alties Pampequin a certaine presell of land lying att a place called Pawkeesett about forty acrees be it more or lesse bounded at a springe called by the Indians Mooskuhkaquant and soe to the eastward to a great rocke without the ffence now in being and soe by the marked trees vpon a Northwest line to a place called by the Indians Tautauchanekanesseke and then by marked trees vpon the southwest to a place called Haquesukkuppamuke; all which the foremencioned presses wee the aforsaid Quechattasett and Nanquidnumacke doe freely giue and convey from vs and ours vnto the aforsaid Jacob alties Pompequine vnto him and his heires for euer; To haue and to hold for his proper Inheritance with all timber wood grasse ffishing fowling or what privilidge thervnto belonging; all which the aformensioned presses wee doe confeirme vnto the aforsaid Jacob and his children for euer; Witnesse our hands this seauenth day of June in the yeare i666.

QUACHATTASETT his / mark
NANQUIDNUMACKE / his marke

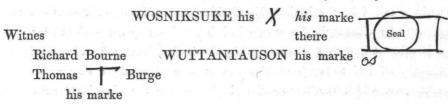
Witnes
Keencomsett his PG marke
Charles;
hope 19 his marke

This deed was acknowlidged this 8th of the 4th (66) before mee JOHN ALDIN Assistant.

*THESE presents witnesseth that wee Wosniksuke and Wuttantauson both of Sepaconit doe sell vnto Paumpmunitt alfies Charles of Ashimuitt one Necke of land with the meddow adjoyning; called Mehtukquaaumsett lying betwixt two Riuers the one being to the Southwards of this Necke called Acoont the other Riuer lying to the eastward called Pawkihchatt; the end of this necke extending to the salt water vpon the southeasterly line; the head of this necke being bounded by a place called Pitchuoohutt adjoyning to an old feild vpon the easterly syde and soe vpon a straight line runing westerly vnto a place called Waquompohchukoit; with all liberties priuilidges and emunities thervnto belonging with libertie of Comonage for Cattle and likewise to make vse of any Comonage for Cattle and likewise to make vse of any timber for ffenceing or building that is without this necke with libertie of ffishing or ffowling or whateuer privilidge is belonging thervnto as nessesarie; all which the foremensioned presses wee doe sell and convey from our selues and heires and assignes vnto the aforsaid Charles

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his heires and assignes for euer for and in consideration of eight pounds; to be payed in any sort of pay but peage; all which wee the aforsaid Wosniksuke and Wuttauntauson doe confeirme vnto the aforsaid Charles, to have and to hold for euer. Witnes our hands and seales this 11th of July in the yeare i667.



THESE may certify all whom it may concern That wee whose names are vnderwritten doe heerby Testify and affeirme that the Tract of land bounded as followeth that is to say easterly bounded by a smale Riuer or brooke called by the Indians Mastucksett; which compaseth the said tract of land to Assonett Riuer and soe to Taunton Riuer; and Northerly bounded by land belonging to English men, the which land bounded as aforsaid hath for many yeares bin the Posession of Piowant; without disturbance The line betwixt the English men and him; to run vpon a straight line from the Marked tree; att or neare Mastucksett to the Northsyde of a place in Taunton Riuer called and knowne by the Name of Chippascutt; as witnes our hands this twenty and seauenth day of the fourth month 1673.

This writing being a cleare Testimony that Piawant aboue named is the true and sole Propriator of the lands aboue named and bounded was by Captaine Bradford ordered to be Recorded for the said Piawants Cecuritie of the said land to him and his heires foreuer.

BENJAMINE the husband to Wetamo
his mark

WETAMO Squa Sachem her marke

PANTAUSETT his marke

QUANOWIN his marke

NESCANCOO () his marke

PANOWWIN his marke

[From the volume of Laws, Part II. page 89.]

By William Bradford Efqr Judge &c. July 9th 1695.

JOHN NEEHOHAST an Indian is appointed and approved of to be Gaurdian & Overseer of David Hunter son of David Hunter an Indian deceased and is hereby impowered to take care of said Orphan and to preserve his land and estate.

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*/ O all Christian people to whome these presents shall come George Hunter & Joseph Hunter ye sons of Thomas Hunter an Indian formerly living at Tittecutt an Indian Plantation in Plimouth County Send Greeting & Know ye that whereas Josias alias Charles an Indian Sachem late of Mattakeesset in ye County of Plimouth deceased did in his life time give unto David Hunter deceased brother unto the said George (Joseph a Tract of Lands at Tittecutt abovesaid as may appear by a deed vnder ye hand e seal of sd Josiah dated September the eighth in ye year 1686 reference thereunto being had And whereas the sd David Hunter hath now no child surviving and said George & Joseph Hunter being convinced that their brother David on his death bed expressed himself so that his sister Betty ye wife of John Eechee of sd Titecutt should have some of ye sd lands The , George Hunter & Joseph Hunter do hereby for themselves and their heirs Executors (Administrators agree with each other and with their sister Bettey ye wife of sd John Eechee & their heirs Executors & Administrators that ye lands given by Josias alias Charles unto sd David Hunter as in sd deed is specified shall be t is by these presents divided as followeth that is to say that ye said Betty f her Indian heirs Executors Administrators f Assigns shall for ever hereafter haue and hold & enjoy that part of sd land next unto Taunton bounds f as far up by the great river as to ye place where sd David Hunters upermost ffence came to sa River to fence in ye neck then called Davids neck f from thence on a direct line to ye bounds betweene Middleborow's land f the sd Indians land bearing ye same bredth there as it doth at ye river and that Isaac Wanno an Indian of st Tittecutt this Indian heirs tassigns shall for ever hereafter Have & hold & enjoy twenty acres of land above Tittecutt greate weair & next unto ye land given by said Josias unto old Peter late of sd Tittecutt deceased said twenty acres of land to be layd as square as conveniently may be by ye great river side f also half ye grass in ye next neck below sd ware And all ye rest of st Tittecutt lands given by st Josias unto st David Hunter by st deed to be equally divided between George Hunter f his sd Brother Joseph Hunter sd Georg Hunter & his Indian heirs & assigns To have & to hold & for ever to enjoy that part next to what said Betty hath f the sd Joseph Hunter f his Indian heirs f assigns To have f to Hold for ever that part next to ye land given by sd Josias unto sd Peter deceased except ye twenty acres for Isaac Wanno And in Testimony that ye sd George Hunter & Joseph Hunter have divided sa lands as is above specified that it is to ye good liking tacceptance of sd Betty & sd Isaac Wanno, these persons vizt ye said George Hunter,

Joseph Hunter, Betty ye wife of John Eechee & sd Isaac Wanno for themselves

their heirs executors ℓ administrators have hereunto set their hands ℓ affixed their seals this eleventh day of March In y° year of Christ 169% in y° tenth year of y° reign of William y° third over England Scotland ffrance ℓ Ireland King defender of y° ffaith.

* In ye presence of us Samuel Phillips Samuel Leonard Elkanah Leonard Signum of
GEORGE HUNTER
JOSEPH HUNTER
his mark
The mark of
BETTY

ISAAC WANNO

seal.

seal.

March ye 11th 1697. The above decree Hunter & Joseph Hunter & the above said Betty & Isaac Wanno acknowledged ye above written Instrument to be their own free act & deed

Before me, THOMAS LEONARD Justice

Memorandum That on ye 17th day of September 1701 before me ye subscriber Judge of Probate for ye County of Plimouth personally appeared the above named George Hunter and ye aboves Betty his sister and Issac Wanno & acknowleged the above written Instrument to be their voluntary act & deed. And I do approve thereof & order ye same to be recorded.

WILLIAM BRADFORD

Entered & recorded October 28th 1701

pr SAML SPRAGUE Register.

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