(600) acres, and are not to be estimated at more or less than that area.

And further, if any tenants or occupiers of any of the Lands, conveyed by the said William Henry Pope and George Elkana Morton, to the said William Swabey, the Commissioner of Public Lands, and his successors in office, by Deed of even date herewith, shall, within the said period of two years, refuse to attorn to or recognize the title of the Commissioner of Public Lands, under such Deed, it shall in such case be optional with the said the Commissioner of Public Lands, under the directions of the Lieutenant Governor in Council, at or before the expiration of the said period, to reconvey all, or any of the land or lands, held by any such refractory tenant or occupier, or more of them, to the said Willliam Henry Pope, Theophilus Desbrisay, Joseph Pope and George Elkana Morton, their and each and every of their heirs and assigns, as tenants in common, and not as joint tenants, or to retain the same, and to proceed against the refractory tenant or occupier, tenants or occupiers, or otherwise deal with him or them, as shall seem best. And for each and every acre reconveyed under the last preceding clause of this agreement, the sum of six shillings shall be deducted from the said balance of six thousand one hundred pounds, and the residue only of the said balance, after making such deductions, with interest thereon, at five per cent. per annum, from this date, shall be paid to the said William Henry Pope, Theophilus Desbrisay, Joseph Pope, Samuel P. Fairbanks, attorney of George Elkana Morton, as aforesaid.

In witness whereof the said parties to these presents have hereunto their hands and seals subscribed and set, the said George Elkana Morton, by Samuel P. Fairbanks, of Halifax, in the Province of Nova Scotia, Esquire, his Attorney for that purpose, duly authorized by Letter of Attorney duly registered, and dated the twenty-eighth day of November last, the day and year first above written.

Wm. H. Pope, (L. S.)

George Elkana Morton, (L. S.),
By his Attorney, S. P. Fairbanks.

William Swabey, (L. S.),
Commissioner of Public Lands.

Signed, sealed and delivered in the presence of
Joseph Hensley, Attorney General.

Certified Copy, Wm. Swabey, Comr.

Conveyance of Judgments, Debts, &c., in trust for certain purposes declared in Act 16th Vic. chapter 8.

Unto all to whom these presents shall come, We, William Henry Pope, of Charlottetown, in Prince Edward Island, Esquire, and George Elkana Morton, of Halifax, in the Province of Nova Scotia, Druggist, send greeting: Whereas by a certain indenture of assignment, bearing date the seventeenth day of June, in the year of our Lord one thousand eight hundred and fifty, and made, or expressed to be made between Charles Worrel, therein described, as of Morell House, in King's County, in Prince Edward Island, of the one part, and James Peake, the Honourable Charles Hensley, the Honourable John Myrie Holl, and Theophilus Desbrisay, all of the said Island, Esquires, of the other part, divers debts or sums of money due on, or secured by certain Judgments, at the suit of the said Charles Worrel, recovered against various parties, and which are and then were entered of record in Her Majesty's Supreme Court of Judicature of the said Island, and more particularly enumerated and specified in the Schedule marked (A) to the Indenture now in recital annexed, and also all debts or sums of money then due and owing to him, the said Charles Worrel, in Prince Edward Island, whether upon mortgage, bond,lease,deed,speciality or other security whatsoever, or by simple contract, were assigned and transferred to the said James Peake,Charles Hensley,John Myrie Holl, and Thephilus Desbrisay, their executors,administrators,and assigns, upon andfor certain trusts,interests and purposes,therein expressed, declared and contained, and by the said Indenture now in recital the said Charles Worrel did constitute the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, and the survivor, his executors and adminstrators, to be his Attorneys, irrevocable to receive and recover amounts due or to become due on the said Judgments, or other debts or sums of money so by him assigned as aforesaid; and did also thereby for that purpose authorize them to nominate and appoint one or more Attorney or Attorneys under them, and did covenant with them, their executors, administrators and assigns, not at any time to revoke or make void such authority and power so by him given. And whereas by a certain other Indenture of Assignment, dated the first day of February, one thousand eight hundred and fifty-three, and made between the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, of the one part, and John Hamilton Gray,of Spring Park, in the said Island, Esquire, late Captain in Her Majesty's seventh Regiment of Dragoon Guards, of the other part, the said James Peake,Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, for the considerations therein mentioned, did assign and transfer unto the said John Hamilton Gray, his executors, administrators, and assigns—all and singular the Judgments entered up of record in Her Majesty's Supreme Court of Judicature of Prince Edward Island, at the suit of the said Charles Worrel, or of them, the said James Peake, Charles Hensley, John Myrie Holl, Theophilus Desbrisay, as such Trustees as aforesaid, against various persons, as specified in the Schedule thereunto annexed, with all sums of money due or to become due thereon, with a proviso for re demption and reconveyance of the said Judg ments thereby assigned, and of the sums of mo ney thereby secured on the payment to the said John Hamilton Gray, his executors, administra tors and assigns,the sum of nine thousand pounds and interest, in manner as therein mentioned, as, will more fully appear on reference thereto. And whereas on the 21st day of February last the said Charles Worrel did enter into an agreement in Writing with William Henry Pope for the sale to him of all his Real and Personal Estates in Prince Edward Island, part of which were the Judgment and other Debts and sums of money formerly owing to him as aforesaid, and so by him assigned and conveyed to the said James Peake, Charles Hensley, John Myrie Holl and Theophilus Desbrisay; and the said James Peake, Charles Hensley, John Myrie Holl and Theophilus Desbrisay, in pursuance of the said Agreement, so made by the said Charler Worrel with the said William Henry Pope, and in order so far as in them lay to give effect to the same, did, by Indenture of Assignment, dated the sixteenth day of August last, and made between them, the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, of the first part, the said William Henry Pope, of the second part, and the said John Hamilton Gray, of the third part, in exercise of the trusts reposed in them, in, or, and by the said hereinbefore recited Indenture or Asssignment, of the seventeenth day of June, one thousand eight hundred and fifty, and of a certain Indenture of Release of Lands and Real Estate made to them by the said Charles Worrel, of even date with the last mentioned Indenture of Assignment, respectively, and of every or any other trust or authority, enabling them in that behalf with the license and consent of the said John Hamilton Gray, as testified by his execution of the Indenture now in recital, bargain, sell, assign, transfer and set over unto the said William Henry Pope, his executors, administrators and assigns, all and singular the Interest, Estate, Right or Title, which they or either of them had, as Trustees, as aforesaid, in and to all the said Judgments entered up of Record in Her Majesty's Supreme Court of Judicature of Prince Edward Island, at the suit of the said Charles Worrel, or of them the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, jointly as such Trustees as aforesaid, against various parties, as specified and enumerated in the Schedule to the Indenture now in recital annexed. And also their right to, or interest in all sum or sums of money thereby secured and due,or to become due and unpaid, and all benefit and advantage to be had and gotten,made and obtained upon or by virtue thereof. And also all their right, estate, title, and interest on all and singular the balances remaining due and unpaid of all such sums of money as were due and owing to the said Charles Worrel, in Prince Edward Island, on the seventeenth day of June, one thousand eight hundred and fifty,and assigned by the said Indenture of that date, and secured by bond, mortgage, lease, deed, speciality, or by simple contract, and which had not since been discharged or received by them, the said Trustees, or the said Charles Worrel, to hold the same to the said William Henry Pope, his executors, administrators and assigns, his and their own property for ever,subject,nevertheless, to the said Indenture of Assignment, by way of mortgage, of the first day of February one thousand eight hundred and fifty-three, of the said Judgment, securities and other premises to the said John Hamilton Gray, and the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, did, by the Indenture of Assignment now in recital give and grant unto the said William Henry Pope, his executors, administrators and assigns,all such powers as they had, or might, or could have under the assignment to them, from the said Charles Worrel, as subjected to and controlled by the said mortgage to the said John Hamilton Gray, and which they could bestow for receiving all and every the sum and sums of money thereby secured, or by the Indenture now in recital assigned or intended so to be, after payment to the said John Hamilton Gray of the amount of principal and interest, secured by his said mortgage, and to release and discharge the same, or either of them, and either in the name of them the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay, or of the survivor of them or of the said Charles Worrel, or otherwise as need be, in as full, large and beneficial a manner to all intents and purposes whatsoever, as they, the said James Peake, Charles Hensley, John Myrie Holl, and Theophilus Desbrisay might have had if the said Indenture of Assignment, now in recital, had not been made. And whereas the said William Henry Pope, by a certain Deed of Assignment, dated the sixteenth day of August last, did, for the consideration therein mentioned, bargain, sell, assign, transfer, and set over to George Elkana Morton, of Halifax, in the Province of Nova Scotia, Druggist,his executors,administrators and assigns, one fourth part of all the Personal Estate of the said Charles Worrel, of whatever nature or kind in the said Island, whether of rent or of arrears of rent, or of money received or to be received, under and by virtue of judgments, mortgages, securities, agreements, leases with power to purchase, bonds, warrants of attorney, or of promisury notes, or of simple contracts, deeds, or how otherwise, that had come into his hands or possession since the twenty-first day of February last up to that time, or that should thereafter come into his hands or into the hands of any person or persons whomsoever, on his behalf during the continuance.

And whereas by deed poll of assignment, dated the twenty-eighth day of December, in the year of our Lord one thousand eight hundred aud fifty-four, and made from the said John Hamilton Gray to the said William Henry Pope and George Elkana Morton, the said John Hamilton Gray, in consideration of the payment to him, as therein mentioned, of the full amount of principal money and interest due on or secured by the said Indentures of Release and Assignment, by way of mortgage, of the first day of February, one thousand eight hundred and fifty-three, did grant, bargain, sell, assign, reconvey, and reassure and set over unto the said William Henry Pope and George Elkana Morton,their executors, administrators and assigns, all the said several Judgments so assigned to him in and by the last hereinbefore mentioned Assignment, by way of mortgage, and specified in the Schedule thereunto annexed, marked (A.), and also all sum or sums of money due and to become due thereon, or secured thereby, and all benefit thereof to be gotten or obtained as therein mentioned, to hold to them the said William Henry Pope and George Elkana Morton, their executors, administrators and assigns, as his and their own property for ever, as fully, freely, and absolutely as he, the said John Hamilton Gray, might or could have held or enjoyed the same under the said Assignment so to him thereof made by way of mortgage as aforesaid, together with all the powers and authorities which he, the said John Hamilton Gray, his executors, administrators and assigns, had or might, or could have had, possessed, or enjoyed by virtue of such Assignment to him, for the purpose of suing out and prosecuting or causing to be sued out or prosecuted any writ or writs of execution upon the said Judgments, or to do any other act for putting them in force, for recovering and receiving all sums of money secured thereby, and to release and discharge the same, on payment as by the said several Indentures of Assignment and Release, hereinbefore recited or mentioned, will more fully appear on reference thereto.

And whereas, by virtue of the said several indentures of assignment hereinbefore referred to and recited, all the said judgments entered up of record in Her Majesty's Supreme Court of Judicature of Prince Edward Island, at the suit of the said Charles Worrel, or of them the said James Peake, Charles Hensley, John Myrie Holl and Theophilus Desbrisay, as such trustees aforesaid, against various parties, as also all sums of money secured thereby, and also all and singular the balances remaining due and unpaid of all such sums of money as were due and owing to the said Charles Worrel, in Prince Edward Island, on the seventeenth day of June, one thousand eight hundred and fifty, and assigned by the said indenture of assignment, of that date, and secured by mortgage, bond, speciality, or by simple contract, and which had not previous to the said assignment to the said William Henry Pope, been received by the said Charles Hensley, James Peake, John Myrie Holl and Theophilus Desbrisay, as such trustees as aforesaid, or either of them, or by the said Charles Worrel, have become vested in, transferred and assigned to the said William Henry Pope and George Elkana Morton, who have contracted and agreed to assign, and convey the same to the Honourable William Swabey, 'the Commissioner of Public Lands,' for the said Island, and his successors in office, as amply and fully as the said William Henry Pope received the same from the said trustees and as they now hold and possess the same, by virtue of the several assignments aforesaid. Therefore know all men by these presents, that we, the said William Henry Pope and George Elkana Morton, in pursuance of the said contract and agreement so made by us with the Honourable William Swabey, 'the Commissioner of Public Lands,' in Prince Edward Island, acting under the authority of an Act passed in the sixteenth year of the reign of Her present Majesty, intituled "An Act for the purchase of Lands on behalf of the Government of Prince Edward Island, and to regulate the sale and management thereof, and for other purposes therein mentioned,' and in consideration of the sum of Eighteen thousand pounds, of the lawful money of the said Island, paid to us by the Honorable James Warburton, Treasurer of the said Island, on behalf of the Government thereof, the receipt whereof we do hereby acknowledge, and of the execution of a certain agreement respecting the payment of a further sum of six thousand and one hundred pounds, made and entered into between us and the said William Swabey as such 'the Commissioner of Public Lands,' bearing even date herewith, do and each of us doth, by these presents, grant, bargain, sell, assign, transfer, and set over unto the said William Swabey, 'the Commissioner of Public Lands,' and his successors in office, all and singular the said judgments so entered up of record in Her Majesty's Supreme Court of Judicature of Prince Edward Island, at the suit of the said Charles Worrel, or of them the said Charles Hensley, James Peake, John Myrie Holl and Theophilus Desbrisay, as such Trustees as aforesaid, against various parties which are specified, set forth, and enumerated in the schedule marked (A.), hereunto annexed, the same in most instances having been entered to secure the purchase money of Lands heretofore sold by the said Charles Worrel, or his said trustees, and arrears of rent due thereon and other debts arising in respect thereof, together with interest thereon, and also all sum or sums of maney thereby secured and due and to become due thereon, and unpaid, or which were unpaid thereon at the date of the assignment thereof to the said William Heury Pope, of the sixteenth day of Augnst last, and all benefit and adventage to be had, made, gotten, and obtained upon or by virtue theroof, and also all such sum or sums of money which, as aforesaid, were due and owing to the said Charles Worrel in Prince Edward Island, on the seventeenth day of June, one thousand eight hundred and fifty, and were assigned by the said indenture of assignment of that date, to the said Charles Hensley, James Peake, John Myrie Holl and Theophilus Desbrisay, trustees as aforesaid, and secured by mortgage, bond lease, deed, speciality or by simple contract, and which had not been received or discharged by them the said trustees, or either of them, or by the said Charles Worrel, on the sixteenth day of August last; and also all such sum or sums of money as were due and owingto the said James Peake, Charles Hensley, John Myrie Holl and Theophilus Desbrisay, as such trustees as aforesaid, in Prince Edward Island, on account of the real and personal estates so conveyed to them by the said Charles Worrel, on the said sixteenth day of August last,and which were by the said indenture of assignment of that date assigned by them to the said William Henry Pope, and whether due on or secured by speciality, bond, warrant of attorney, or simple contract, together with all bonds, warrants of attorney, books, leases, notes, deeds, specialities, and writings, evidencing the same, or securing or relating to the payment thereof, or of any them, and all benefit and advantage to be had, made, gotten, and obtained upon or by virtue thereof, or of any process, execution, or executions to be thereupon taken, had, sued out, or prosecuted,to have, hold, receive, take and enjoy the said hereby assigned judgments, and all and singular other the premises hereinbefore mentioned, and hereby assigned or mentioned and intended so to be, unto the said William Swabey,as such "the Commissioner of Public Lands," and his successors in office, in trust for such purposes, and subject to such powers, provisions, regulations, and authorities in every respect, and to be managed and disposed of in such modes as are set forth, declared and contained in the said recited Act, intituled 'An Act for the purchase of Lands on behalf of the Government of Prince Edward Island, and to regulate the sale and management thereof, and for other purposes therein mentioned," of and concerning judgments, debts and securities for debt purchased thereunder, by and conveyed to "the Commissioners of Public Lands" therein mentioned, together with full and absolute power for him the said William Swabey, "the Commissioner of Public Lands," and his successors in office, in the name or names, and as the attorney or attorneys of the said Charles Worrel, or of the said James Peake, Charles Hensly, John Myrie Holl and Theophilus Desbrisay, or of the said William Henry Pope, George Elkana Morton, or otherwise as need be,to sue out and prosecute,or cause to be sued out and prosecuted,any writ or writs of execution upon the said judgments,or either of them, or to sue for, ask, demand, recover, and receive or enter judgment for any of the other sums, debts, or securities therefor, hereby assigned, or to do or carry on any Act for putting them in force, and also to discharge and release the same, on payment, in as full, large and beneficial a manner to all in tents and purposes, as the said William Henry Pope and George Elkana Morton might have had if these presents had not been made, or can bestow under and by virtue of the said several assignments thereof as aforesaid. And the said William Henry Pope and George Elkana Morton do hereby jointly for themselves, and their heirs, executors and administrators, and each of them doth hereby severally, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said William Swabey, 'the Commissioner of Public Lands,' and his successors in office, in manner following, that is to say, that the said William Henry Pope and George Elkana Morton now have in themselves, or one of them hath in himself, good right, full power and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over the said judgments and debts and other premises and sums of money and securities therefor, hereby assigned and transferred, or otherwise assured or intended so to be, in manner aforesaid, and according to the true intent and meaning of these presents; and that they, the said William Henry Pope and George Elkana Morton, have not, nor has either of them, or any one with their consent, knowledge or permission, made or executed any assignment, release or discharge of the said judgments, and other debts and securities for debts hereby assigned,or any of them,or of or for any sum of money thereby secured, or any part thereof, or received any part thereof, or of the moneys thereby secured, since the date of the said assignment to the said William Henry Pope, of the sixteenth day of August last; and that they, the said William Henry Pope and George Elkana Morton shall not, nor will either of them, at any time or times hereafter, make, commit, or do any act or thing whatsoever, to discharge or release the said judgments, or any of them, or any moneys thereby secured, or any part thereof, or any execution or other process to be taken thereon, or any of the debts, or sums of money or securities therefor, hereby assigned, or otherwise assured or intended so to be, without the consent of the said William Swabey as such 'the Commissioner of Public lands,' or of his successors in office, being first had and obtained in writing for that purpose. And that they, the said William Henry Pope and George Elkana Morton and their executors