

set, or of his sons, or of any of his  
 men that had formerly interest therein, their  
 heirs, Executors, Administrators, or Assignes, of them  
 or of either or any of them, or of any  
 other person or persons whatsoever Lawfully having  
 & claiming any right, title, or interest therein or  
 thereunto, by, from, or under them, or by any  
 Lawfull wayes or means whatsoever In witness  
 whereof said Wamalanet hath affixed his hand  
 & seal, hereunto Always provided and it is  
 hereby intended & concluded that in case said  
 Wamalanet shall at any time in his lifetime  
 have occasion for, or shall need for his owne  
 supply to improve any part of said land  
 by planting, he shall have free Liberty so to  
 doe, the premises notwithstanding. Dated November the  
 eighteenth in the yeare of our Lord God one  
 thousand six hundred eighty & five.

Signed sealed & delivred Wamalanet sachem his mark & seal  
 in y<sup>e</sup> presence of  
 Jonathan Danforth senior his mark  
 Jonathan Tyng Wamalanet his daughter  
 Thomas Richardson her mark  
 John Wamalanets son in Law  
 his mark  
 Capt Thom his mark  
 Sarah Wamalanets daughter  
 her mark

Andrew Peters  
 John Allen Witness to John & Capt Thom & Sarahs  
 mark to this Deed

Wamalanet acknowledged this Instrument to be his  
 act & Deed June ye 8<sup>th</sup> 1686 before me

Jonathan Tyng one of His  
 Majties Council of the Territo-  
 ry & Dominion in Newengland

Recorded October 21<sup>st</sup> 1686 and attested to be a true Copy  
 of y<sup>e</sup> original By

Law Hammond Record<sup>r</sup>  
 Attest *[Signature]*

To all people to whom these presents Jonathan Tyng  
 shall come greeting. Know ye that the W<sup>or</sup>sh<sup>ed</sup> to  
 Jonathan Tyng Esq<sup>r</sup> of the Towne of Dunstable in  
 the County of Middlesex in his Majties Territo-  
 ry and Dominion of Newengland in America For  
 & in consideration of the full and just summe  
 of one hundred and fifty pound sterling New  
 england Coyne to him w<sup>or</sup>sh<sup>ed</sup> and lawfully paid by  
 Major Thomas Hinckman Esq<sup>r</sup> John Fisk and Serg<sup>t</sup>  
 Josiah Richardson all of the Towne of Chelmsford  
 in the forenamed County in Newengland a fores<sup>d</sup>,  
 w<sup>ch</sup> mony so paid by them was for their owne  
 use and behoofe, as also for the use and be-  
 behoofe of severall other Gentlemen and Neighbours  
 hereafter mentioned in this Instrument The receipt  
 of said hundred & fifty pound the said Jonathan  
 Tyng doth by these presents acknowledge and those  
 with do be fully satisfied, contented & paid, there-  
 of & of every part & parcel thereof, doe fully  
 freely, clearly & absolutely acquit, release & discharge  
 the said Thomas Hinckman, J<sup>o</sup> Fisk & Josiah Richardson  
 they & every of them, their heirs, associates & assignes  
 & every of them forever. Now granted, bargained &  
 sold, aliened, enfeoffed & confirmed, & by these presents  
 doe fully, freely, clearly and absolutely grant, barg-  
 ained & sell, alien, enfeoffe & confirme unto the said  
 Thomas Hinckman, John Fisk, Josiah Richardson sen<sup>r</sup>,  
 and to their associates W<sup>m</sup> Moses Fisk of Branbury,  
 W<sup>m</sup> Thomas Clarke, Josiah Richardson Jun<sup>r</sup> Jeremiah  
 Rowers, James Richardson, Thomas Parker, Solomon Keyes Jun<sup>r</sup>,  
 Joseph Parker sen<sup>r</sup>, Joseph Kido, Edward Spaldin sen<sup>r</sup>,  
 Samuel Fletcher sen<sup>r</sup>, Stephen Peirse, Benj<sup>a</sup> Parker, Ma-  
 ser Parker, Andrew Spaldin, Eleazer Bromme, William  
 Underwood, Nathaniel Howard, J<sup>o</sup> Wright Jun<sup>r</sup>, J<sup>o</sup>  
 Pennson, J<sup>o</sup> Spaldin Jun<sup>r</sup>, Joshua Fletcher, Benj<sup>a</sup> Spaldin  
~~Jun<sup>r</sup>~~ Joseph Spaldin, Joseph Farwell, Solomon  
 Keyes sen<sup>r</sup>, Peter Talbot, J<sup>o</sup> Hiddan, W<sup>m</sup> Fletcher, Sam-  
 uel Foster Jun<sup>r</sup>, Edw<sup>d</sup> Foster, Sam<sup>l</sup> Foster sen<sup>r</sup>, J<sup>o</sup>  
 Liverus, Nathaniel Butterfield, Samuel Butterfield, Joseph  
 Butterfield, J<sup>o</sup> Spaldin sen<sup>r</sup>, J<sup>o</sup> Shiplest, W<sup>m</sup> Cornelius  
 Waldo sen<sup>r</sup>, Geo<sup>r</sup> Robbins, J<sup>o</sup> Parker, J<sup>o</sup> Bates, Gershom

Southern Registry  
 Book 20  
 Page 9

Proctor, Peter Proctor, Isaac Parker & Abraham Parker, to each of them & to every one of them, their heirs & assigns, & to each & every of their heirs & assigns forever, in their & their own proper use & behoofe, one moiety or halfe part of Wamesit Lands, w<sup>ch</sup> were sold by the Indians of said Weymesit to ye said Jonathan Tyng by a Deed of sale bearing date ye sixth day of September last past, the moiety or halfe of said Weymesit Lands being at ye same time & by ye same instrument conveyed to Major Birchman a fores<sup>d</sup>. This above<sup>d</sup> grant contained in this instrument contains ye one halfe of the whole purchase w<sup>ch</sup> was justly made by the afores<sup>d</sup> Thomas Birchman & Jonathan Tyng, the whole purchase containing all that part of Indian plantation called Weymesit and lying on the west side of Concord river, but not taking any part of the Indian field that is within fence & ditch by Concord river side, but said Land is bounded eastward by said field & Concord river, from the most southerly corner w<sup>ch</sup> is at Helmsford corner stake, where Billerica, Helmsford and Weymesit Land meet all at one stake by ye river side, until you come to the mouth of Concord river by Merimack, bounded northward by Merimack river, and westward by Wambansits old field and Maj<sup>r</sup> Birchmans Land formerly purchased by him of the Indians, and on the southward it is bounded by Helmsford according to a former exchange between said Towne and said Weymesit Indian also five hundred acres more of Wilderness Land, lying on the north side of Merimack bounded by parrot fall southward, and by Beaver-Creek eastward, according as it was granted by the Hon<sup>ble</sup> General Court to said plantation, and said Land out to them, be the same more or less. The Indians by said Deed reserving to themselves their heirs & assigns forever, their ancient privileges of all fishing places in said Land for their own use as formerly they have made use of it, as also free liberty of forwood & timber upon said whole

part of Land, on both sides Merimack (not making any strip and wast of said Wood & Timber, but to leave all they cut downe) to them ye said Weymesit Inhabitants their heirs and assigns forever. Now it is the one halfe only y<sup>t</sup> is sold by said Jonathan Tyng by this instrument to these, and to thos who above granted & bargained moiety or halfe part of said purchase of Weymesit with all the privileges & appurtenances to the same appertaining or in anywise belonging, to them the said Thomas Birchman, John Fisk, Josiah Richardson sen<sup>r</sup>, Moses Fisk, Thomas Clark, Josiah Richardson Jun<sup>r</sup>, Jeremiah Bowers, James Richardson, Thomas Parker, Solomon Keyes Jun<sup>r</sup>, Joseph Parkis sen<sup>r</sup>, Joseph Kider, Edw<sup>d</sup> Spalden sen<sup>r</sup>, Samuel Fletcher sen<sup>r</sup>, Stephen Peirce, Benj<sup>a</sup> Parker, Moses Parker, Andrew Spalden, Elijzer Broune, William Underwood, Nathaniel Howard, Jun<sup>r</sup>, Wright Jun<sup>r</sup>, Jun<sup>r</sup> Perren, John Spalden Jun<sup>r</sup>, Joshua Fletcher, Benj<sup>a</sup> Spalden, Joseph Spalden, Joseph Farwell, Solomon Keyes sen<sup>r</sup>, Peter Talbot, Jun<sup>r</sup> Kidder, William Fletcher, Samuel Foster Jun<sup>r</sup> & Edw<sup>d</sup> Foster, Samuel Foster sen<sup>r</sup>, Jun<sup>r</sup> Stevens, Nathaniel Butlerfield, Samuel and Joseph Butlerfield, Jun<sup>r</sup> Spalden sen<sup>r</sup>, Jun<sup>r</sup> Shiply, Cornelius Waldo sen<sup>r</sup>, Geo. Robbins, Jun<sup>r</sup> Parker, Jun<sup>r</sup> Bass, Gersham Proctor, Peter Proctor, Isaac Parker, Abrah. Parker, to each individual person one fiftieth part of the whole moiety to be enjoyed by every and each person aforesaid, their and every of their heirs and assigns forever, to their and their own proper use & behoofe. And the said Jonathan Tyng for himselfe his heirs & Assignato<sup>rs</sup> doe Covenant, promise and grant to & with the said Thomas Birchman John Fisk & Josiah Richardson sen<sup>r</sup> and with their heirs & assigns by these presents, as Trustees for & in the behalfe of the rest of the abovenamed persons, that he the said Jonathan Tyng now is, and at the executing & delivery hereof shall stand & be lawfully & rightly seized in his demesnes of the abovegranted & miles of a good & indefeasible estate of inheritance in fee simple by good right & Lawfull au-

thority absolutely without any manner of condition of mortgage or limitation of use or uses; to alter change or determine the same. And that he the said Jonathan Tyng hath in himselfe good right, free power & Lawfull authority the premises to grant, bargain & confirme to them: & to each & every of them the abovesaid persons, & to their heirs & assigns forever. And that they the said Thomas Hinckman, Jun<sup>r</sup>, Fisk, Josiah Richardson, Moses Fisk, Thomas Burke, Josiah Richardson Jun<sup>r</sup>, Jeremiah Bowers, James Richardson, Tho. Parker, Solomon Hayes Jun<sup>r</sup>, Joseph Parkers sen<sup>r</sup>, Joseph Abdes, Edw<sup>d</sup> Spalden sen<sup>r</sup>, Samuel Fletcher sen<sup>r</sup>, Stephen Pierce, Benja<sup>n</sup> Parker, Moses Parker, and the rest of the persons abovesaid, their heirs & assigns forever hereafter shall & may at all times & from time to time forever hereafter quietly & peaceably have, hold, occupy, possess & enjoy, each person afores<sup>d</sup> & every one of them one fiftieth part of the said moiety & abovesaid premises without the Lawfull Let, hindrance, eviction & expulstion, exco<sup>m</sup>unication, contradiction or deniall of him the said Jonathan Tyng, his heirs, or Execu<sup>rs</sup>, Administrato<sup>rs</sup> or Assignes of him or of them, or of any other person or persons whatsoever Lawfully claiming and having any civil and legal right, title & Interest therein or therunto, by, from, or under him, or by any other Lawfull wayes & means whatsoever In witness whereof the said Jonathan Tyng hath affixed his hand & Seal hereunto, December the fourteenth day Anno Domini one thousand six hundred & Eighty six Anno Regni Regis Jacobi secundi secundo. Memorandu. That is Covenanted and agreed that the said Jonath Tyng doth yet reserve to himselfe & at his dispose one fiftieth part of said moiety expressed in the premises, & is at equal charge for it with any one of the forty nine afores<sup>d</sup>.

Signed, sealed & deliv<sup>d</sup> in y<sup>e</sup> presence of  
 Samuel Manning sen<sup>r</sup>  
 Josiah Parker  
 Nathaniel Hill

Be fore signing it is to be understood that the Worshipfull Jonathan Tyng Esqr doth not in the Instrument make s<sup>o</sup> of y<sup>e</sup> meadow in

Weymouth belonging to the Hon<sup>ble</sup> House of the Wiltshires, w<sup>ch</sup> meadow is excepted & reserved in the Hon<sup>ble</sup> Councils answer to the said Worshipfull Tyngs petition)

Jonathan Tyng & Leas<sup>r</sup>  
 Boston in newengland Decemb. 21<sup>st</sup> 1686.  
 Jonathan Tyng Esqr, appeared before me the Subscriber, being one of His Maj<sup>ties</sup> Council for this Maj<sup>ties</sup> Territory & Dominion, & acknowledged the Instrument of conveyance within to be his act & Deed.

Richard Wharton.  
 Recorded Decemb. 22<sup>d</sup> 1686, & attested to be a true Copy of y<sup>e</sup> original By  
 Law. Hammond Record<sup>r</sup>

A true copy, Attest,  
 J. K. Thompsons  
 Clerke

To all people to whom these presents may shall come greeting. Know ye that May<sup>r</sup> Thomas Hinckman of the Towne of Chelmsford in the County of Middlesex in his Maj<sup>ties</sup> Territory & Dominion of Newengland in America for & in consideration of the full & just summe of forty & nine pounds sterling to him well & truly paid by severall of his Neighbours hereafter mentioned by their names (every person having paid for himselfe twenty shillings in silver, and so are thereby all equal in purchase) the receipt of said money the said Thomas Hinckman doth by these presents acknowledge, & therewith is to be fully satisfied, contented & paid & thereof & of every part & parcel thereof doe fully, freely, clearly & absolutely exonerate, acquit, release & discharge all and every of the persons hereafter mentioned as purchasers & their heirs & Administrato<sup>rs</sup> forever. Have granted, bargained and sold, aliened, enfeoffed & confirmed, and by these presents doe fully, freely, clearly & absolutely grant, bargain & sell, alien, enfeoffe & confirme to the Worshipfull Jonathan Tyng Esqr, M<sup>r</sup> Thomas Clark M<sup>r</sup> Moses Fisk, Esquire Jun<sup>r</sup> Fisk, Serg<sup>t</sup> Josiah Richardson, Josiah Richardson Jun<sup>r</sup> Jeremiah

Jonathan Tyng Esqr, &c  
 Southern Registry  
 Book 10  
 Page 215