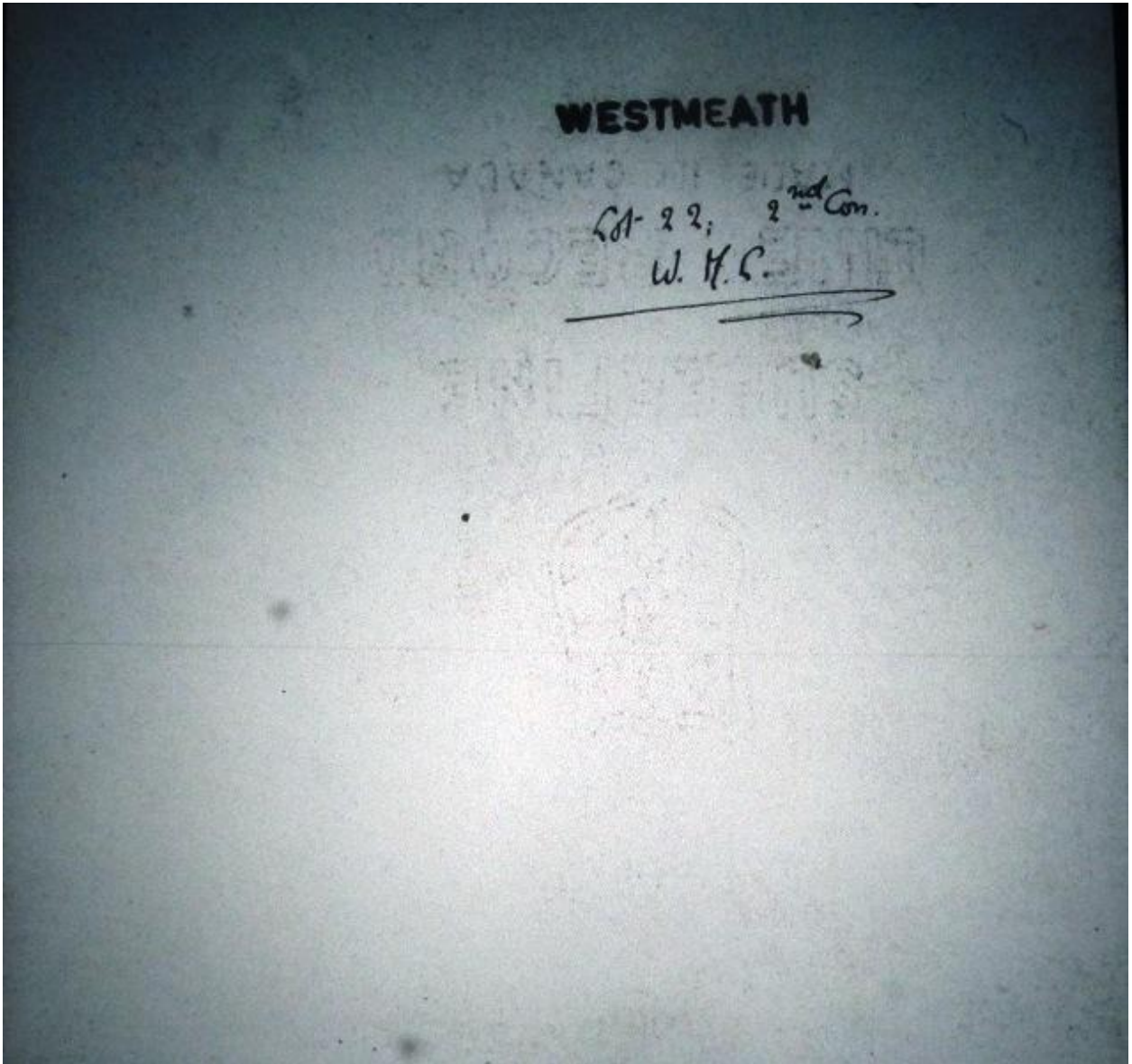


Lot 22 Con 2 WML

James Ormsby



398

$\frac{3432}{53}$

Mass.  
James Conyally  
O. Murry



London 2 May 1853

Mr Hanj's  
Agent  
Sir,

Herewith you will receive the sum of four pounds as a deposit on account of the North 1/2 of Lot No 22 in the 2<sup>nd</sup> Row of Westmeath (Well L.) which I have applied for permission to occupy & cultivate with a view of purchasing in conformity with the notice issued from the Crown Lands Department and published in the official Gazette under date 6th August 1852.

Witness my hand & seal  
*[Signature]*  
James Ormsby  
Jas Ormsby

Application 1400  
Comm. Sale 4669

Duplicate

400



Whereas, *James Crosby, of Westmeath, yeoman*  
is desirous to occupy and cultivate Lot Number *twenty two* in the *second* Concession,  
of the Township of *Westmeath* in the County of *Down* with a view  
to purchase and obtain a Deed in Fee for the said Lot on the terms hereinafter mentioned:—

Know Therefore, that the Commissioner of Crown Lands, by this Instrument grants full  
License and permission to the said *James Crosby*  
to enter upon and clear and cultivate the said lot of Land for the term of *five*  
years, subject to the following conditions, reservations, and restrictions, viz:—

First:—That he shall pay an Instalment of one *fifth* of the purchase money at the  
rate of *four shillings* per acre upon execution hereof, and an Instalment  
of one *fifth* annually, with interest, until the whole shall be paid.

Second:—That he shall enter upon the said Lot immediately and occupy it continuously,  
and shall, during the first five years, clear thereon at the rate of not less than five acres annually  
for every hundred acres, and build a dwelling house, not less than eighteen feet by twenty-six feet.

Third:—That he shall not cut any of the growing wood on the said Lot, except, for the  
clearing of the ground, for fuel, buildings, and fences thereon, nor dispose of it in any manner,  
until the land has been paid for in full and Patented, and any wood cut in violation of this condi-  
tion shall be deemed to have been cut by the said *James Crosby* and  
be dealt with as by law provided in respect to timber cut upon Public Lands without authority.

Fourth:—That should the said *James Crosby*  
violate or neglect to fulfill any of the foregoing conditions this Instrument shall become null and  
void and the Commissioner of Crown Lands may revoke the same, and he or his Agent may  
enter upon and take back the said parcel of land without any formality whatever, and without  
any other proof than such as may be satisfactory to the Governor General in Council.

Fifth:—That the said *James Crosby* shall not  
transfer or assign this Instrument, unless with the written consent of the Commissioner of Crown  
Lands so to do.

Sixth:—That upon compliance with the foregoing conditions the said  
*James Crosby* shall be entitled to receive a Deed in Fee for the  
said Lot, but the timber though owned thereafter by the Patentee shall be held subject to any gen-  
eral duty the Legislature may hereafter impose upon timber. *Act bearing date 20 May 1853*

In Witness whereof *we* have hereunto set *our* hands and seals this  
*first* day of *April* in the year of our Lord one thou-  
sand eight hundred and fifty *four*.

In presence of  
*Wm. Jarvis* } *James Crosby*

I hereby certify that the within  
instrument was read and  
explained by me to the within  
named James Dunsby, and  
that before the delivery to him  
of the copy signed by the Com-  
missioners he assented to the  
conditions therein set forth

C. S. Peabody  
31st Decr 1855  
J. M. Ferris  
C. S. P.