'gage made and bearing Date the Eighteenth Henry Smith, Day of June in the Year of our Lord One thou-'sand eight hundred and twenty eight, between 'Henry Smith of Fredericton aforesaid, Esquire, and Hannah Winslow Smith his Wife, of the One Part, and the said Rector, Church War-'dens and Vestry of the other Part, after reciting that the said Henry Smith, by his Bond or Obligation bearing even Date therewith, stood bound to the said Rector, Church Wardens and Vestry in the penal Sum of Two hundred Pounds, conditioned for the Payment of One hundred Pounds 'with lawful Interest on or before the Eighteenth Day of June next ensuing the Date of the same 'Indenture, and also reciting that Richard Dibblee of Fredericton aforesaid, Merchant, stood 'bound to the said Rector, Church Wardens and 'Vestry in the penal Sum of Four hundred Pounds, conditioned for the Payment of Two hundred Pounds with lawful Interest on or be-'fore the said Eighteenth Day of June then next 'ensuing, it was witnessed that the said Henry 'Smith for the Considerations therein mentioned 'did grant, bargain and sell, alien, release and confirm unto the said Rector, Church Wardens and Vestry, and their Successors and Assigns, 'certain Lots, Pieces and Tracts of Land in the 'same Indenture particularly described, but sub-'ject to a Proviso or Condition of Redemption in the same Indenture contained, that if the said 'Henry Smith should well and truly pay, or cause to be paid, to the said Rector, Church Wardens and Vestry, their Successors or Assigns, on or before the Eighteenth Day of June next ensuing the Date thereof, the Sum of Three hundred 'Pounds with lawful Interest, that the same Indenture and every Thing therein contained, and 'the Bonds therein mentioned, should cease, determine, and become utterly void: And Where-'as Nathaniel Allen Coster hath agreed with the 'said Y