This Indenture, made and agreed on this tenth day of August A.D. 1894, by and between Charles Sears and Charles E. Hall, and
Abby D. Hall, wife of the aforesaid, Charles E. Hall, and all of Brewster in the County of Barnstable and Commonwealth of Massa-
chusetts, of the first part, Edmunds F. Hall, Charles Sears and
Williams N. Wixon, all of Brewster and the County of Barnstable
and Commonwealth of Massachusetts, of the second part,
and Charles E. Hall of Brewster, County and State aforesaid
of the third part, witnesses: - Whereas by a certain deed
of Articles of Association, dated, second day of December A.D.
1891, the said Charles Sears, Edmunds F. Hall, Charles E. Hall and
Williams N. Wixon, who executed the same deed, did associate
together, and form themselves into a voluntary society as com-
pany, by the name of The Elbow Pond Cranberry Company, for
the purpose of cultivation and sale of cranberries, and in
any business connected with the purposes aforesaid, and did
and by the same deed, organize the government of the
said society, and exact the regulations and management
of the stock and concerns thereof, from time to time, to a
President, Treasurer, Manager, Clerk, and three Trustees
all of which will appear by reference to the same deed, and
whereas, the said Charles Sears, and the said Charles E. Hall,
for the use and benefit of said Company, purchased certain
land and premises situated on Brewster aforesaid, as follows:
whereas, the said Charles E. Hall, for the use and benefit of said company, purchased certain lands and tenements situate in Brewer, as follows: viz. A certain piece or parcel of swampy land and woodland situate in that part of the town of Brewer, called "Horn Brewer," and bounded and described as follows, to wit: Beginning at the edge of Elbow Pond, (as called) at the corner of a dike, the same being the northwesterly corner of the premises thence by lands of John Eldridge and others S. 76° E. diet. 17.83 chains to a stake and stone, thence by woodland of parties unforeseen S. 5° W. diet. 5.30 chains to a stake and stone, thence by woodlands of the heirs of Frederick Kelley N. 72° W. diet. 2.60 chains to a stake and stone on a road, thence South, westerly, along said road 15.05 chains to a stake and stone on the east side of said road; and in ranges of lands of Cyrus Caborn, thence by woodland of said Caborn S. 62° 36' W. diet. 6.10 chains to a stake and stone, thence by woodland of said Caborn S. 33° W. diet. 11.24 chains, to a stake and stones on the east side of a road leading to North Harwich, thence by said road Northwesterly 9.43 chains, to a stake and stones, on the North side of said road, thence by woodland of Richard Rogers and others N. 40° E. diet. 5.53 chains to a stake and stones, thence by woodland of said Rogers and others (same course diet. 65 links, to Elbow Pond aforesaid, thence N. 35° E. across said pond to the first mentioned bounds, the same being the starting from a
place of beginning. The above described premises containing an area of twenty-five acres, be the same more or less, first
whereas the said Charles Sears, the said Charles E. Hall
and the said Abby D. Hall, wife of the said Charles E. Hall and
the said company, are mutually deems, that the same
lands and tenements, should be conveyed to and for the sole
benefit of the said company forever, to be managed, occupied
held and sold, by said company, to their entire use as far
as the law may direct, or as ample as manners, as the same
might be, by the said company, by acts of incorporation;
and to effect these purposes, it is deemed proper by said com-
pany, that the same lands and tenements, should be
conveyed to the said Edmund F. Hall, Charles Sears and
William W. Wijors in manneres hereafter mentioned.

As this indentured witnesses, that the said Charles Sears
the said Charles E. Hall, and the said Abby D. Hall, wife of
the said Charles E. Hall, for and in consideration of the sum
of One hundred dollars, to them in hand paid, by the
said company, among the further sum of One hundred
dollars, to them in hand paid, by the said Edmund F. Hall
Charles Sears, and, William W. Wijors, and the said Charles E. Hall
the receipt of which sum is hereby acknowledged, have
granted, held and conveyed, lands as hereby grants, ell
and convey unto the said Edmund F. Hall, Charles Sears
and William W. Wijors, in manneres hereafter mentioned,
the receipt of which sums is hereby acknowledged, have granted, hold and conveyed, and do hereby grant, sell and convey unto the said Edmund F. Hall, Charles Sears and William W. Wipson, their heirs and assigns, and to their heirs and assigns the lands and tenements after described, and all the privileges and appurtenances thereof to have and to hold the same to the said Edmund F. Hall, Charles Sears and William W. Wipson, their heirs and assigns and the heirs and assigns of the survivor of them, for the lives and trusts hereinafter mentioned. And the said Charles Sears and the said Charles F. Hall and Abby D. Hall, his wife, do hereby covenant with the said Edmund F. Hall, Charles Sears and William W. Wipson, that they shall have, hold, and enjoy the premises, free from all hold, let, hindrance, claim or demand of them the said Charles Sears, the said Charles F. Hall and Abby D. Hall his wife, and any persons claiming by, from or under them, but against no other persons whatsoever; and it is hereby declared and it is agreed that the said Edmund F. Hall, Charles Sears and William W. Wipson, their heirs and assigns, and the heirs and assigns of the survivor of them shall have and hold the lands and tenements aforesaid to the uses and trusts and for the purposes hereinafter expressed, limited and declared (viz): to the use of each person or persons, for such estate or estates, for such interest or interests and in such part, share and proportion, and upon such trusts and for
such ends, intents and purposes and charged and chargeable in such manner, and either absolutely or conditionally, and subject to such powers of revocation and new appointments, and other powers, provisos, conditions, restrictions, limitations, declarations and agreements, as the president of said company for the time being, by order of the said company, or of the directors thereof at any time or times, and from time to time, by any deed or deeds, instruments, writing sealed, executed and delivered, and acknowledged, by them shall direct, limit or appoint. And so default of such directions, limitations and appointments, and so the meantime, and from time to time, subject to such uses, estates, trusts, charges and interests as shall have been created, limited or appointed by the president of said company, or order as aforesaid, or to the use of the said Edmund J. Hall, Charles Sears and William W. Wipps, for and during the time of their natural lives, and the life of the survivor of them, except trusts however, and to the extent, to allow the said Company, to use, occupy and enjoy and take the rents and profits of the lands and tenements aforesaid, and to erect any building or building thereon, to be used, occupied and enjoyed and rented by the said company. And from and after the determination of that estate, by any means in the lifetime of the said Edmund J. Hall, Charles Sears and William W. Wipps, or the survivor of them; to the use of the said Charles E. Hall, his heirs and assigns, the natural lives of the said Edmund J.
thence, to be held, occupied and enjoyed with the
said company, and from and after the determination of
that estate, by any means or in the lifetime of the said Ed-
mund F. Hall, Charles Sears and William W. Wipons, or the
survivors of them, to the use of the said Charles E. Hall, his
heirs and assigns, during the natural lives of the said Ed-
mund F. Hall, Charles Sears and William W. Wipons, and
the survivors of them, upon trust for the sole benefit of the
said Company in manner last before mentioned, and
to the intent that the grantees of the said Edmund F. Hall,
Charles Sears and William W. Wipons may not be entitled
to dower therein, and from and after the determination
of the estate hereby limited to, to the use of the said Charles
Hall, his to the use of the said Edmund F. Hall, Charles
Sears and William W. Wipons, their heirs and assigns
and the heirs and assigns of the survivors of them land
to no other use whatsoever; but notwithstanding, upon trust
for the sole benefit of the said Company, to permit the said
Company to use, occupy, possess, enjoy, rent and build
upon the same lands and tenements, and any manner,
the said Company may deem meet. And to this further
trust, to make, execute, deliver and acknowledge, at the expense
of the said company, any deeds or deeds, instrument or in-
struments, whereby to grant, transfer and convey, unto such
persons or persons, as the said Company or the directors thereof
shall at any time, and from time to time, direct, appoint, and
by written notes order, the saids, or any part of the lands and
Tenements aforesaid, for such estates and interests, and in
such chains and proportions, and upon such trusts and
enents and purposes, and charged and chargeable in such
manner, either conditionally or absolutely, and subject to such
powers of zeration whatsoever and how appointment, and to other
powers, provisos, conditions, restrictions, limitations, declara-
tions and agreements, as the said Company, or the Directors
themselves may and shall, by written note direct, appoint and
order, And the said Edmund T. Hall, Charles Sears and
William W. Higgin, for themselves, their heirs, executors, adminis-
trators and assigns, do hereby covenant with the said Charles
Sears, the said Charles E. Hall and Abby D. Hall, his wife, party
of the first part, and their executors, administra tors and assigns
and do likewise covenant with the said Charles E. Hall, party
of the second part, and his executors, administra tors and assigns
to quit, with each of the said parties generally, as follows, viz.
that they and the survivors of them, his heirs and assigns, shall
and will, and will, and faithfully perform and execute, all and
singly, the duties, confidence and authorities in this Indenture
by others respectively to be performed and executed, and shall
and will, obey and execute, from time to time, all the written
notes, orders and directions of the same Company, or of the direc-
tors thereof, touching the lands and tenements aforesaid and
the sale, disposal, occupancy, and management thereof, which
the real, disposable, occupancy, and management thereof, which
they may be respectively required to perform and execute
so that the same may lawfully be done and be done at the
sole expense of the company.

In witness whereof, the paid Charles Sears, the paid
Charles E. Hall, the paid Abbe D. Hall, the paid Edmund F. Hall
and the paid Williams W. Winou have hereunto set their
hands and seals this day and year just above written.

Signed, sealed and delivered in the presence of:

J. Tully Brophy

Commonwealth of Massachusetts,

Barnstable ss. August 29th, A.D. 1892. There personally appeared
Charles E. Hall and acknowledged the foregoing instrument to be his free act and deed.

Before me, J. Tully Brophy, Justice of the Peace,

Barnstable ss. Register's Office, Oct. 19, 1892, it is recorded.

Record

A True Copy

See Apple

Register
This Indenture, made and a greed on... [10 Aug 1892] by and between Charles Sears and Charles E. Hall and Abby D. Hall wife... all of Brewster... of the first part, Edmund F. Hall, Charles Sears and William W. Wixon all of Brewster... in the second part and Charles E. Hall of Brewster... of the third part... Whereas by a certain deed or Articles of Association dated [2 Dec 1891]... the said Charles Sears, Edmund F. Hall, Charles E. Hall and William W. Wixon... did associate together, and form themselves into... The Elbow Pond Cranberry Company... and did... organize the government of the said society... to a President, treasurer, manager, clerk, and three trustees... And whereas... Charles Sears and... Charles E. Hall... purchased certain lands and tenements situate in Brewster... a certain piece... of swamp land and woodland situate in... Brewster, called West Brewster, and bounded... Beginning at the edge of Elbow Pond, (so called) at the corner of a dike, the same being the Northwest corner of the premises thence by land of Jesse Eldridge and others S. 76° E. dist. 19.33 chains, to a stake and stone, thence by woodland of parties unknown S. 5° W. dist. 6.30 chains to a stake and stones thence by woodland of the heirs of Frederick Kelley N. 72° W. dist 2.61 chains to a stake and stone on a road, thence South westerly, along said road 15.05 chains to a stake and stone on the East side of said road and in range of land of Cyrus Cahoon, thence by woodland of said Cahoon, S. 33° W. dist. 11.26 chains, to a stake and stones on the East side of a road leading to North Harwich, thence by said road Northwesterly 9.43 chains, to a stake and stones, on the North side of said road, thence by woodland of Richard Rogers and others N. 40° E dist. 5.53 chains, to a stake and stones, thence by woodland of said Rogers and others (same course) dist 65 links to Elbow Pond... thence N. 35° E across said pond to the first... containing an area of twenty-six acres... [first part parties] mutually desirous that the same... should be conveyed... to the said company... [for $100] paid by the Company and... [$100] paid by... Edmund F. Hall, Charles Sears, William W. Wixon and... Charles E. Hall... for the benefit of said Company...

[Witness:]

Tully Crosby, J.P.  
Charles Sears   (LS)  
Chas. E. Hall   (LS)  
Abbie D. Hall   (LS)  
Edmund F. Hall   (LS)  
William W. Wixon   (LS)

[Recorded Barnstable, 19 Oct 1892.]