

## Provincial Archives of New Brunswick, Canada (PANB)

Well, I have finally been able to go through all the land records for Stillmans that I had copied on my visit to the New Brunswick Archives in early September 2004. I had managed to copy 13 records (around 30 pages) while there are still another 26 records. I am hoping to get the remainder this winter.

There were no records of land transactions for Stillmans or Dillmans in Westmorland County, which is where David Stillman settled.

All the land records I found were for Carleton County. I have transcribed them and placed them in the attached Word Document entitled Land Records.

The Document is 28 pages. The first section contains land records held at the County records office. Hence, they are handwritten copies of the actual documents (the owners of the land naturally held onto the originals). As such, the documents are all written by the same person, ie, real signatures are not shown. Persons not being able to write signed with an X (and this is indicated in the attachment). The records here are primarily sorted by Date except that I kept the ones for John Handover Stillman and his children separate from the ones for Samuel Stillman and his children. Their families moved at separate times to New Brunswick from Nova Scotia (John in the 1830's and Samuel in about 1854). They didn't seem to execute any transactions from one branch to the other. I kept the families together so it would be easier to see the movement of property from parents to children.

The second section is Land Petitions wherein the petitioner was asking for a Land Grant. The third section is on Land Grants. To give away the ending, there were NO land Grants in New Brunswick to Stillmans.

I have kept the wording and spelling exactly as was written. I have used square brackets [ ] to surround any comments I made, which were usually at the beginning of the record, or to insert words that seemed to be missing from transcription to the record book copy. These documents were standard forms that both Justices of the Peace and Registrars were familiar with. I was very careful in keeping the spelling of the Stillman surname as it appeared in these records. They were sometimes spelled with one 'l', sometimes two, which was the only variation.

As in the 1861 Census, there are 3 different John Stillman's in the Land records for Richmond Parish. There is John Handover Stillman, his son John E. Stillman. Also, there is a John W. Stillman whose wife is listed as being Lydia A. John W. Stillman and Lydia moved to the United States in 1865 and sold their land (and claim) to Elizabeth Potter.

Also, we have a John Brown Stillman whom Maryellen found mentioned in a land record in Nova Scotia along with Samuel and Daniel Stillman. Hopefully, we can someday sort out all these Johns!

Oh yes, the parishes mentioned in the documents changed. Carleton County was formed in 1831 from York County (which is why the Carleton County records don't go back before 1832). Richmond Parish was formed in 1853 from Woodstock Parish. Hence, early records show Woodstock Parish, later ones show Richmond and one around the time of the formation had the incorrect Parish name. However, they are all referring to the same physical place.

## RS85 Land Registry Records 1832-1974

[Type → Mortgage

Property → eastern part of Lot A, Richmond Parish - then still part of Woodstock Parish

Seller/Mortgagor → John Stillman (that is, John Handover Stillman)

Buyer/Mortgage Provider → George U. Cleary

Value/Mortgage Amount → £60 for 148 acres

Date → 24 December 1844

This one is clearly indicated to be a mortgage. That means there is another deed just before this in the record book. I will have to look another time to see if I can find it.

Notable is that this mortgage had no note attached indicating that it was discharged, although the scribe left room in the margins for such a note.

Also, John's wife is referred to in this one as Mary.

PANB MFM# F5027 Vol 8, pages 167-69]

John Stillman & Wife to George U. Cleary

Mortgage.  
No 3126

This Indenture made the twenty fourth day of December in the year of our Lord one Thousand Eight Hundred and forty four. Between John Stillman of Woodstock in the County of Carleton of the Province of New Brunswick farmer, and Mary his wife, on the one part and George U. Cleary of the same place of the other part. Witnesseth that in consideration of the sum of Sixty pounds of lawful money of said province by the said George W. Cleary to the said John Stillman and Mary his Wife in hand well and truly paid at or immediately before the ensealing and delivery of these Presents the receipt of which is hereby acknowledged they, the said John Stillman and Mary his wife, have granted bargained sold aliend released and confirmed and by these Presents do grant bargain, release and confirm unto the said George U. Cleary his heirs and assigns all that certain piece or parcel of Land and premises situate lying and being in the Parish of Woodstock and known and distinguished as the eastern part of Lot A granted to Andrew Blair and bounded on the South side by a reserved road and by Lands owned by Blackwell Laurence, on the West by a road leading from the Irish Settlement to the said reserved road, on the North by Lands granted to John Blair and on the East by ungranted Lands and containing in the whole one hundred and forty eight acres more or less with the exception of one half acre ... as a Burying Ground appropriated by one Andrew Blair to public uses for the purpose and for erecting a Presbyterian Church upon the said reserved piece of land to extend east nine rods along the reserved road from the south west corner of a Log building and to extend back from the said reserved road nine rods together with all and singular the buildings improvements, privileges, and appurtenances to the said premises belonging or in any wise appertaining; and the reversion and reversions remainder and remainders, rents, issues and profits thereof; and all the Estate, right, Title, dower and Title to dower whatsoever, both at Law and in Equity of them, the said John Stillman and Mary his wife, in to, out of, or upon the same premises and every or any part thereof. To Have and to hold all and singular the said lands and premises hereby granted and released or intended so to be and every part thereof with their and every of their appurtenances unto the said George U Cleary, his heirs and assigns forever. Provided always that if the said John Stillman and Mary his Wife their heirs, executors, administrators, or assigns shall and do pay unto the said George U. Cleary, his heirs, executors, administrators or assigns the full sum of Sixty pounds of Lawful money of New Brunswick with lawful interest upon the same on the twenty fourth day of December in the year of our Lord One Thousand Eight Hundred and forty-five then this Indenture be void. Provided always and it is hereby expressly agreed and declared between and by the parties hereunto that if default is made in payment of the said sum of Sixty pounds and Interest or any part of the same contrary

to the aforesaid promise for payment of the same and the true intent and meaning of these presents it shall be lawful for the same George U Cleary, his heirs, executors, administrators or assigns at any time or times hereafter on giving one Calendar month previous notice in writing to the said John Stillman and Mary his wife or heirs, executors, administrators or assigns in case he she or they may be resident in this Province or if not so resident then without any such notice absolutely sell and dispose of the said Lands and premises hereby granted and leased or intended so to be and their appurtenances or any of them or any part thereof either by public auction or private contract in one lot or in separate parcels or part thereof one way and part the other, for such price or prices as to the said George U. Cleary, his heirs, executors, Administrators or assigns shall deem reasonable and to convey and assure the said lands and premises which shall be so absolutely sold to the purchaser or respective purchasers thereof or as he or they respectively shall direct And it is hereby agreed and declared between and by the said parties hereto that all contracts which shall be entered into and all conveyances and assurances which shall be executed by the said George U. Cleary his heirs, executors administrators or assigns or any of them for the purpose of effecting any such sales shall be valid. And effectual notwithstanding he said John Stillman and Mary his wife their heirs, Executors, administrators or assigns or any of them shall not join therein or assent thereto and that it shall not be incumbent on the respective purchasers of said Lands and premises or any part thereof to ascertain or enquire whether previously to such sale such notice of sale shall actually have been given and that no such purchaser shall be bound under any responsibility, as to the application of the proceeds of any such sale, And that the said George U. Cleary, his heirs, executors and administrators or assigns shall out of the money to be produced by any such sale of said Lands and premises or any part thereof, in the first place, defray the expenses consequent thereon or incidental to this present indenture or the Execution of the trust or powers thereof, and in the next place, pay or retain to him the said George U. Cleary, his Executors administrators, or assigns, the said principal sum of Sixty pounds or so much thereof as shall remain due and all interest on account of the same or if not sufficient the whole sum due thereon then as far as the same may extend shall pay the surplus if any to the said John Stillman and Mary his wife their executors administrators or assigns as party of his assets personal estate. In Witness thereof the said John Stillman and Mary his wife have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered  
In the presence of  
Charles Connell  
George Connell

John Stillman L.S.  
Mary X Stillman L.S.  
(her mark)

County of Carleton To wit. Be it remembered that on this Twenty fourth day of December in the Year of our Lord One Thousand Eight Hundred and Forty Four. Before me Charles Connell Esquire one of her Majesty's Justices of the Peace in and for the County of Carleton, personally appeared. John Stillman and Mary Stillman his wife the grantors in the foregoing Deed of Mortgage mentioned who acknowledged that they executed the same for the uses and purposes therein mentioned and the said Mary Stillman being examined separate and apart from her said husband acknowledged that she Executed the same freely and voluntarily without any fear, threat, or compulsion from her said husband.

Charles Connell JP  
Co. Carleton

New Brunswick  
County Carleton

Registered the sixteenth day of October one thousand Eight hundred and forty five.

[Type → Sale

Property → northern part of Lot 1, Richmond Parish - then still part of Woodstock Parish

Seller/Mortgagor → John T. Allan

Buyer/Mortgage Provider → John Stillman (that is, John Handover Stillman)

Value/Mortgage Amount → £75 for 125 acres

Date → 6 June 1853

PANB MFM# F5030 Vol 14, pages 618-620]

John T. Allan to John Stilman

No 5577

This Indenture made the sixth day of June in the year of our Lord one Thousand Eight Hundred and fifty three. Between John T. Allan of the parish of Woodstock in the County of Carleton of the Province of New Brunswick Merchant of the one part and John Stillman of the same place Yeoman of the other part. Witnesseth that the said John T. Allan for and in consideration of the sum of Seventy five Pounds of lawful money of New Brunswick to him in hand well and truly paid, at or before the ensealing and delivery of these Presents by the said John Stilman the receipt which is hereby acknowledged, Hath Granted Bargained Sold aliend Released Conveyed and Confirmed and by these Presents doth Grant Bargain Sell alien Release Convey and Confirm unto the said John Stillman his heirs and assigns all that certain Tract piece and Parcel of Land situate lying and being in the Parish County and Province aforesaid in the Richmond Settlement known and distinguished as the Northern half of Lot Number one in the Third Line of Lots from the River Saint John in a grant to one Gilead Secord Bounded as follows to wit; on the North by Lands granted to E. Dibblee East by the second Line, South by the remaining southerly half of said Lot owned and occupied by one Peter Gillcrist and on the West By Lands Granted to one William McKenzie and to contain one hundred and Twenty Five acres more or less Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, improvements, Profits, Privileges and appurtenances to the same belonging or in any manner appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and profits thereof; and also all the Estate, Right, Title, Interest, use Possession Property dower and dowers wither at Law, or in Equity of him, the said John T. Allan of, in, to, out of the same, and every part and parcel thereof with the appurtenance. To Have and To Hold the same Lot, Piece or Parcel of Land and premises hereby Granted Bargained and sold or Meant Mentioned or Intended so to be and every part and parcel thereof with the appurtenances unto the said John Stilman, his heirs and assigns to the only proper use benefits and behoof of the said John Stillman his heirs and assigns Forever. In Witness Whereof the said John T. Allan hath hereunto set his hand and seal the day and Year first above written.

Signed Sealed and delivered  
In the presence of  
Charles Perley  
John Stillman

John T. Allan L.S.

Carleton To wit. Be it remembered that on this sixth day of June in the Year of our Lord One Thousand Eight Hundred and Fifty Three Personally appeared Before me Charles Perley Esquire one of her Majesty's Justices of the Peace in and for the County of Carleton John T. Allan the Grantor within named and acknowledged that he executed the foregoing deed for the uses and purposes therein expressed.

Charles Perley J.Peace for the  
County of Carleton

Registered the Sixth day of June one thousand Eight hundred and fifty three.

[Type → Mortgage

Property → northern part of Lot 1, Richmond Parish - then still part of Woodstock Parish

Seller/Mortgagor → John Stillman (that is, John Handover Stillman) it is not possible that  
John E. could have acted both as the witness and the mortgagor

Buyer/Mortgage Provider → John T. Allan

Value/Mortgage Amount → £50 for 125 acres

Date → 6 June 1853

Witnessed by John E. Stillman, who was John H.'s son

PANB MFM# F5030 Vol 14, pages 620-622]

John Stillman to John T. Allan

No 5578

This Indenture made the sixth day of June in the year of our Lord one Thousand Eight Hundred and fifty three. Between John Stillman of the parish of Woodstock in the County of Carleton of the Province of New Brunswick Yeoman of the one part and John T. Allan of the same place Merchant of the other Part. Witnesseth that in consideration of the sum of Fifty Pounds of lawful money of said Province by the said John T. Allan to the said John Stilman in hand well and truly paid, at or before the ensealing and delivery of these Presents, the receipt which is hereby acknowledged by the said John Stilman, Hath Granted Bargained Sold Released and Confirmed and by these Presents Doth Grant Bargain Release and Confirm unto the said John T. Allan his heirs and assigns all that certain Tract piece and Parcel of Land situate lying and being in the Parish County and Province aforesaid in the Richmond Settlement known and distinguished as the Northern half of Lot Number one in the Third Line of Lots from the River Saint John in a grant to one Gilead Secord Bounded as follows to wit; on the North by Lands granted to E. Dibblee East by the second Line, South by the remaining southerly half of said Lot owned and occupied by one Peter Gillcrist and on the west By Lands Granted to one William McKenzie and to contain one hundred and Twenty Five acres more or less Together with all and singular the Buildings improvements, Profits, Privileges and appurtenances to the said premises belonging or in any manner appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and profits thereof; and all the Estate, Right, and Title Whatsoever both at Law, and in Equity of him, the said John Stillman in, to, out of or upon the same premises, and every or any part thereof. To Have and To Hold all and singular the said Lands and premises hereby Granted and Released or intended so to be and every part and parcel thereof with their and every of their appurtenances unto the said John T. Allan, his heirs and assigns forever Provided Always that the said John Stillman his Heirs Executors Administrators or assigns shall and do payments the said John T. Allan his heirs Executors Administrators or assigns the full sum of Fifty Pounds with Lawful Interest upon the same, say Twenty-five Pounds with Interest on all due on he Sixth day of June 1854. Twenty five Pounds and Interest on the Sixth June 1855 then this Indenture to be void.

Provided always and it is hereby expressly agreed and declared between and by the said Parties hereto that if default shall be made in payment of the said Sum of Fifty Pounds and Interest, or any part of the same, contrary to the aforesaid Proviso for payment of the same and the True intents and meaning of them. Pursuant, it shall be lawful for the said John T. Allan his Executor, Administrator, or assigns at any time or times thereafter on giving one calendar month previous notice in writing to said John Stillman or his Executor, Administrators or assigns in case he or they may be resident in this Province of if not so resident then without any such notice absolutely to sell and dispose of the said Lands and premises hereby granted and released or intended so to be and their appurtenances or any of them or any part thereof either by public auction or private contract in one Lot or in separate parcels or parts thereof one way and part the others for such price or prices as to the said John T. Allan, his executors administrators or assigns shall deem reasonable and to conveyance the said land and Premises which shall be so absolutely sold to the purchaser or respective purchasers thereof or as he or they respectively shall direct. And it is hereby agreed and declared between and by the said Parties hereto that all contracts which shall be entered into and all conveyances and assurances which shall be executed by the said John T. Allan his Heirs Executors Administrators or assigns or any of them for the purpose of effecting any such sales, shall be valid and effectual notwithstanding the said John Stillman his heirs Executors, Administrators or

assigns or any of them shall not join therein or assent thereto and that it shall not be incumbent on the respective purchasers of the said Lands and Premises or any part thereof to ascertain or inquire whether previously to such sales such notice of sale shall actually have been given and that no single purchaser shall be bound or under any responsibility as to the application of the proceeds of any such sale of said Lands and premises or any part thereof in the first place defray the expenses of making out the Title and Completing such sales and all other expenses consequent thereon, or incidental to this Present Indenture or the execution of the Lease and Powers thereof, and in the next place pay or retain to him, the said John T. Allan, his heirs Executors Administrators or assigns the said principal sum of Fifty Pounds in so much thereof as shall remain due and all interest on account of the same or if not sufficient for the whole sum due thereon, then as far as the same may extend and shall pay this surplus, if any to the said John Stillman his heirs Executors Administrators or assigns as part of his Personal Estate. In Witness Whereof the said John Stillman hath hereunto set his hand and seal the day and Year above written.

Signed Sealed and delivered  
In presence of  
Charles Perley  
John E. Stillman

John Stillman L.S.

Carleton To wit. Be it remembered that on this sixth day of June in the Year of our Lord One Thousand Eight Hundred and Fifty Three Personally appeared Before me Charles Perley Esquire one of her Majesty's Justices of the Peace in and for the County of Carleton John Stillman the Signer within named and acknowledged that he executed the foregoing Mortgage deed for the uses and purposes therein contained.

Charles Perley J. Peace for the County of Carleton

Registered the Sixth day of June one thousand Eight hundred and fifty three.

**Note attached to 5578:** I hereby acknowledge to have received the full amount due on the within ... mortgage both for principal and Interest and ... discharge the same from the record this 23rd June 1855. J.T. Allan. G.A. Bedell Reg of Deeds

[Type → Sale

Property → eastern part of Lot A, Richmond Parish

Seller/Mortgagor → Isaac B. Gidney

Buyer/Mortgage Provider → John Stillman (wives not usually mentioned for the buyer, so it is unclear if this is John H. Stillman or John E. Stillman since John E. witnessed the signing)

Value/Mortgage Amount → £60 for 100 acres

Date → 26 April 1854

This is the same property mortgaged by John and Mary Stillman in December 1844 - no 3126. Not sure what happened. Perhaps John and Mary were unable to pay the mortgage and the property was sold by the Mortgage provider, George Cleary to Isaac Gibney. The acreage has been reduced by 25 acres. It looks like John and Mary were able to retain part of the original property. The retained property (30 rods) was mortgaged under #8561 by John and Mary in May 1860. Most of this was (25 rods) was later sold/transferred to their son, Silas, on the same date. The property seems to have shrunk. Not sure what happened to the final 5 rods.

Later sales/transfers will show that John and Mary Ann's son George was provided with the Northern part of Lot 1, their son Silas was provided with 25 rods, possibly containing their homestead. It is likely, unless more transfers surface, that this property was purchased by John E. Stillman.

**PANB MFM# F5031 Vol 15, pages 649-650]**

Isaac B. Gidney & wife to John Stillman

No 5955

This Indenture made the Twenty Sixth day of April in the Year of our Lord one Thousand Eight Hundred and Fifty Four Between Isaac B. Gidney of the Parish of Richmond of the County of Carleton Farmer and Catherine his wife of the one Part and John Stillman of the same place Farmer of the other Part: Witnesseth that the said Isaac B. Gidney and Catherine his wife for and in consideration of the sum of Sixty Pounds of Lawful money of New Brunswick to them in hand well and truly paid at or before the ensealing and delivery of these presents by the said John Stillman the receipt thereof is hereby acknowledged hath Granted, Bargained and aliened released Conveyed and Confirmed unto the said John Stillman his Heirs and assigns all that certain tract piece or parcel of Land situate lying and being in the Parish of Richmond County of Carleton Province of New Brunswick known and distinguished as the Eastern Part of the Lot A Granted to Andrew Blair. Bounded on the South by a reserved Road and by Lands owned by William McKenzie heading from this Irish Settlement to the reserved Road. North by the land Granted to John Blair. East by ungranted Lands. Lot Containing one hundred acres more or less save and except one half acre now used as a burying Grounds, appropriated by one Andrew Blair for Public Purposes and for erecting a Presbyterian Church ... Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the same belonging or in any measures appurtenant; and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and also all the Estate Rights, Titles, Dower rights and Title to Dower, Interests, Possession, Property Claims and Demand Either at Law or in Equity, of them the said Isaac B. Gidney and Catherine his wife, of in to or out of the same and every part and parcel thereof. With the appurtenances. To Have and To Hold the same Lot, piece or parcel of Land and premises hereby Granted, Bargained, and sold or meant, mentioned or intended so to be and every part and parcel thereof with the appurtenances, unto the said John Stillman his Heirs and assigns to the only possession benefit and Behoof of the said John Stillman his heirs and assigns Forever.

In Witness Whereof the said Isaac B. Gidney and his wife have herewith set their hands and seals this day and Year first above written. Signed sealed and delivered in the Presence  
Of. G.A. Bedell Isaac Gidney LS  
John E. Stillman Catherine X Gidney LS  
(her mark)

County of Carleton. Be it remembered that on this Twenty sixth day of April in the Year of our Lord One Thousand Eight Hundred and Fifty Four Personally appeared Before me G. A. Bedell Register of Deeds ... in and for the County aforesaid the witness named Grantors Isaac B. Gidney and Catherine his wife Who severally acknowledged that they did sign seal execute and deliver the foregoing Deed of Bargain and Sales for the uses and purpose in the same contained. The said Catherine wife of the said Isaac B. Gidney being examined by her separate and apart from her said Husband declared that she signed and executed the said Deeds of her own free will and accord without any fear threat or compulsion from her said husband or any other person.

G. A. Bedell Reg. Of Deeds Co Carleton

Registered the Twenty sixth day of April one thousand Eight hundred and fifty four.



[Type → Sale

Property → northern part of Lot 1, Richmond Parish

Seller/Mortgagor → John and Mary Ann Stillman (that is, John Handover Stillman)

Buyer/Mortgage Provider → George William Stillman

Value/Mortgage Amount → £75 for 125 acres

Date → 2 July 1858

It is interesting to see that John's wife is now called Mary Ann. Back in the December 1844 mortgage no 3126, she was only referred to as Mary. Now that there was another Mary Stillman living in the area since at least March 1855 when Samuel and Mary Stillman mortgaged their purchased land (Indenture no 1359), John's wife possibly used Mary Ann to distinguish herself from the other Mary Stillman.

George William was the son of John Handover and Mary Ann Stillman. The witness, Silas S. Stillman was also a son of John and Mary Ann.

**PANB MFM# F5033 Vol 20, pages 604-605]**

John Stillman & wife to George W. Stillman

No 7861

This indenture made this second day of July in the Year of our Lord one Thousand Eight Hundred and Fifty-Eight. Between John Stillman of the Parish of Richmond in the County of Carleton and Province of New Brunswick Farmer and Mary Ann his wife one Part and George William Stillman of the Parish County and Province aforesaid Yeoman, of the other Part. Witnesseth that the said John Stillman for and in Consideration of the sum of Seventy five pounds of Lawful money of New Brunswick to him in hand well and truly paid at or before the ensealing and delivery of these presents by the said George William Stillman, the receipt thereof is hereby acknowledged Hath Granted, Bargained Sold aliened released Conveyed and Confirmed and by these presents Presents doth Grant Bargain, Sell Alien, Release, Convey and Confirm unto the said George William Stillman his Heirs and assigns all that certain tract piece or parcel of Land situate lying and being in the Parish County and Province aforesaid in South Richmond known and distinguished as the Northern Part of the Lot No 1 in the Third Line of Lots from the River Saint John in a Grant to one Gilead Secord Bounded as follows to wit on the North by Land Granted to E. Dibblee East by the second line South by the remaining southerly half of said Lot owned and occupied by one Peter Gillcrist, and on the West by Lands Granted to one William McKenzie and Containing one hundred and twenty five acres more or less Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the same belonging or in any measure appurtenant: and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and also all the Estate Rights, Titles, Dower rights and Title to Dower, Interests, Uses, Possession, Property Claims and Demand Either at Law or in Equity, of them the said John Stillman and Mary Ann his wife, of in to or out of the same and every part and parcel thereof. With the appurtenances. And To Have and To Hold the same Lot, piece or parcel of Land and premises hereby Granted, Bargained, and sold or meant, mentioned or intended so to be and every part and parcel thereof with the appurtenances, unto the said George William Stillman his Heirs and assigns to the only possession benefit and Behoof of the said George William Stillman his heirs and assigns Forever.

In Witness Whereof the said John Stillman and Mary Ann his wife have herewith set their hands and seals this day and Year first above written. Signed sealed and delivered in the Presence  
Of us Hamilton Yerxa John Stillman LS  
Silus S. Stillman Mary Ann X Stillman LS  
(her mark)

Carleton to wit. Be it remembered that on this Second day of July in the Year of our Lord One Thousand Eight Hundred and Fifty Eight Before me Hamilton Yerxa Esqr one of her Majesty's Justices of the Peace for the County of Carleton personally appeared John Stillman and Mary Ann his Wife who severally acknowledged that they signed sealed and executed the same for the uses and purposes therein expressed and the aforesaid Mary Ann Stillman being by me examined separate and apart from her Husband declared that she signed and executed the same of her own free will and accord without any fear threat or compulsion for ... her said husband.

Hamilton Yerxa Jpeace for the County of Carleton

Registered the Third of July one thousand Eight hundred and fifty eight. G. Bedell Reg. Of Deeds

[Type → Sale

Property → northern part of Lot 1, Richmond Parish

Seller/Mortgagor → George W. Stillman (son of John and Mary Ann Stillman)

Buyer/Mortgage Provider → Silus T. Plummer

Value/Mortgage Amount → £200 for 125 acres

Date → 18 April 1860

This is clearly a sale of property rather than a mortgage since it does not contain the standard wording regarding what happens in the event of default. However, it is also unclear where the increase in price for this lot came from. This property was deemed to be worth only £75 when it was sold by George's parents to him in 1858. It is possible that the price at that time was not a true market rate. Also in 1858, Samuel Stillman had to pay £140 for 100 acres, however, it is not known if this property had more inherent value (i.e., closer to town, better timber stands, already cleared, etc). Perhaps Silus Plummer was not a very astute purchaser.

**PANB MFM# F5035 Vol 22, pages 517-518]**

George W. Stillman to Silus T. Plummer

No 8526

This Indenture made this Eighteenth day of April in the Year of our Lord one Thousand Eight Hundred and Sixty Between George William Stillman of the Parish of Richmond of the County of Carleton and Province of New Brunswick of the one Part and Silus T. Plummer of the same place Trader of the other Part: Witnesseth that the said George William for, and in consideration of the sum of Two Hundred Pounds of Lawful money of New Brunswick to him in hand by the said Silus T. Plummer at or before ensembling and delivery of the presents, well and truly paid, the receipt thereof is hereby acknowledged Hath Granted, Bargained sold aliened released Conveyed and Confirmed and by the presents Doth Grant, Bargain, Sell, Alien, release, Convey and Confirm unto the said Silus T. Plummer his Heirs and assigns all that certain tract piece or parcel of Land situate lying and being in the Parish and County aforesaid in South Richmond and known and distinguished as the Northern Part of the Lot number one in the Third Line of Lots from the River Saint John in a Grant to Gilead Secord Bounded as follows to wit on the South by Land Granted to E. Dibblee East by the second line of Lots South by the remaining southerly half of said Lot owned by one Peter Gillcrist, and on the West by Lands Granted to William McKenzie and Containing one hundred and twenty five acres more or less being the same Land and Premises Conveyed by John Stillman and wife to the said George William Stillman by Deed dated 2<sup>nd</sup> day of July 1858, Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the same belonging or appurtenant: and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and also all the Estate Rights, Titles, Interests, Uses, Possession, Property Claims and Demand Either at Law or in Equity, of him the said George William Stillman, of in to or out of the same, and every part and parcel thereof with the appurtenances. To Have and To Hold the said Lot, piece or parcel of Land and premises hereby Granted, Bargained, and sold or meant, mentioned or intended so to be and every part and parcel thereof with the appurtenances, unto the said Silus T. Plummer his Heirs and assigns Forever.

In Witness Whereof the said George William Stillman hath herewith set his hand and seal the day and Year first above written. Signed sealed and delivered in the Presence

Of the word "George" written before the word William in the second Places in this Deed before signing G.A. Bedell [It would appear that the original of this document listed George William as William only.

Prior to signing, it seems that he had his name corrected to be George William Stillman. Perhaps he was more familiarly known as William]

John Hannah

George William Stillman LS

County of Carleton. Be it remembered that on this Eighteenth day of April in the Year of our Lord One Thousand Eight Hundred and Sixty Personally appeared Before me G. A. Bedell Register of Deeds in and for the County of Carleton the within named George William Stilman and acknowledged that he signed sealed executed and delivered the foregoing Deed of Bargain and Sales for the uses and purpose in the same contained. G. A. Bedell Reg. Of Deeds of Co Carleton

Registered the 18<sup>th</sup> April one thousand Eight hundred and sixty.

[Type → Mortgage  
Property → part of Lot A, Richmond Parish  
Seller/Mortgagor → John and Mary Ann Stillman  
Buyer/Mortgage Provider → John Young Hoyt  
Value/Mortgage Amount → £25 for 30 rods  
Date → 8 May 1860

Notable is that this mortgage had no note attached indicating that it was discharged. The property was clearly paid for as John later sold/transferred it to his son, Silas, or at least 25 rods of it.

Also his wife is referred to in this one as Mary Ann.

This appears to be a new "form" as the final part of the indenture talks about inheritance and being free and clear of encumbrances.

**PANB MFM# F5035 Vol 22, pages 578-579]**

John Stillman & Wife to John Y. Hoyt

No. 8561

This indenture made this Eighth day of May in the Year of our Lord one Thousand Eight Hundred and Sixty Between John Stillman of the Parish of Richmond in the County of Carleton and Province of New Brunswick Farmer and Mary Ann his wife one Part; John Young Hoyt of the Parish County and Province aforesaid Merchant, of the other Part. Witnesseth that the said John Stillman and Mary Ann his wife for and in Consideration of the sum of Twenty five pounds of Lawful money of New Brunswick to them in hand well and truly paid at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged Hath Granted, Bargained Sold aliened released Conveyed and Confirmed and by these presents doth Grant Bargain, Sell Alien, Release, Convey and Confirm unto the said John Young Hoyt his Heirs and assigns all that certain tract piece or parcel of Land situate lying and being in the Parish of Richmond County and Province aforesaid known and distinguished as Part of the Lot A Granted to one Andrew Blair. Beginning at a marked cedar stake standing on the Road Leading from McKenzies Corner to Richmond Corner running North on said Road Ninety feet thence East right angles eighty feet, thence South right angles ninety feet to the Place of beginning Containing Thirty rods more or less. Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the same belonging or in any measure appertaining: and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and also all the Estate Rights, Titles, Dower rights and Title to Dower, Interests, Uses, Possession, Property Claims and Demands Either at Law or in Equity, of them the said John Stillman and Mary Ann his wife, of in to or out of the same and every part and parcel thereof. with the appurtenances. To Have and To Hold the said Lot, piece or parcel of Land and premises hereby Granted, Bargained, and sold or meant, mentioned or intended so to be and every part and parcel thereof with the appurtenances, unto the said John Young Hoyt his Heirs and assigns to the only proper use benefit and behoof of the said John Young Hoyt his heirs and assigns forever. And the said John Stillman and Mary Ann his wife for themselves, their Heirs, Executors and administrators Do hereby Command promise Grant and agree to and with the said John Young Hoyt his Heirs and assigns in manner following, that is to say that they the said John Stillman and Mary Ann his wife Lawfully signed and possessed of this aforesaid Lot of Land and Premises hereby Granted bargained and sold as a Good indefeasible Estate of Inheritance in fee simple free and clear of and from all manner of encumbrances whatsoever and that they have Good rights full Powers and Lawful authority to Grant bargain and sell the same in manners and form as above set forth and further that they the said John Stillman and Mary Ann his wife all and singular the said Land Tenements hereditaments and Premises with him the said John Young Hoyt his heirs Executors Administrators and assigns against the said John Stillman and Mary Ann his wife their heirs Executors Administrators and assigns the Lawful

claim or demand of any and every person or persons whosever shall and will warrant and forever defend by these presents.

In Witness Whereof the said John Stillman and Mary Ann his wife have hereunto set their hands and seals this day and Year first above written. Signed sealed and delivered in [the] Presence

Of us. Hamilton Yerxa

John Stillman LS

John H. Moores

Mary Ann X Stillman LS

(her mark)

Carleton to wit. Be it remembered that on this Eighth day of May in the Year of our Lord One Thousand Eight Hundred and Sixty Before me Hamilton Yerxa Esqr one of her Majesty's Justices of the Peace for the County of Carleton Personally appeared John Stillman Grantor in the foregoing conveyance or instrument named Who acknowledged that he executed for the uses and purposes therein expressed and likewise at the same time appeared Mary Ann wife of the said John Stillman who after being examined by me separate and apart from her said Husband acknowledged that she signed sealed and executed the said Deed freely and voluntarily without any fear threat or compulsion of or from her said husband for the uses and purposes in the same expressed.

Hamilton Yerxa Justice of the Peace for the County of Carleton

Registered the 9th May one thousand Eight hundred and sixty.

G.A. Bedell Reg. Of Deeds

[Type → Sale

Property → part of Lot A, Richmond Parish

Seller/Mortgagor → John and Mary Ann Stillman

Buyer/Mortgage Provider → Silas Stillman (son of John and Mary Ann Stillman)

Value/Mortgage Amount → £20 for 25 rods

Date → 8 May 1860

This one was interesting for several reasons. John's signature has his middle initial as "H", the first time I have seen this. Also, son Charles Wesley Stillman was a witness.

PANB MFM# F5035 Vol 22, pages 615-617]

John Stillman & Wife to Silus Stillman

No. 8580

This indenture made this Eighth day of May in the Year of our Lord one Thousand Eight Hundred and Sixty Between John Stillman of the Parish of Richmond in the County of Carleton and Province of New Brunswick Farmer and Mary Ann his wife one Part; Silus Stillman of the Parish County and Province aforesaid Farmer, of the other Part. Witnesseth that the [said] John Stillman his wife for and in Consideration of the sum of Twenty pounds of Lawful money of New Brunswick to them in hand well and truly paid at or before the ensealing and delivery of these presents by the said Silus Stillman, the receipt thereof is hereby acknowledged Hath Granted, Bargained Sold released aliened Conveyed and Confirmed and by these presents doth Grant Bargain, Sell Alien, Release, Convey and Confirm unto the said Silus Stillman his Heirs and assigns all that certain tract piece or parcel of Land situate lying and being in the Parish of Richmond County and Province aforesaid known and distinguished as Part of the Lot A Granted to one Andrew Blair. Fronting on the Road leading from McKenzies Corner to Richmond Corner to Richmond Corner [yes, it was in the document twice] Commencing at John Y. Hoyts Northwest corner running North on said road, Eighty feet thence East at right angles Eighty feet. Thence South Eighty to said Hoyt's North East corner thence west along said Hoyt's line Eighty feet to place of beginning to Contain Twenty-five rods more or less. Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the same belonging or in any measure appurtenant: and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and also all the Estate Rights, Titles, Dower rights and Title to Dower, Interests, Uses, Possession, Property Claims and Demand Either at Law or in Equity, of them the said John Stillman and Mary Ann his wife, of in to or out of the same and every part and piece and parcel thereof. [with] the appurtenances. And To Have and To Hold the said Lot, piece or parcel of Land and premises hereby Granted, Bargained, and sold or meant, mentioned or intended so to be and every part and parcel thereof with the appurtenances, unto the said Silus Stillman his Heirs and assigns Forever. And the said John Stillman and Mary Ann his wife for themselves, their Heirs, Executors and administrators Do hereby Command[?] promise Grant and agree to and with the said Silus Stillman his Heirs and assigns in manner following, that is to say that they the said John Stillman and Mary Ann his wife Lawfully signed and possessed of this aforesaid Lot of Land and Premises hereby Granted Bargained and Sold, as a Good indefeasible Estate of Inheritance in fee simple free and clear of and from all measures of incumbrances whatsoever and that they have Good rights full Powers and Lawful authority to Grant bargain and sell the same in manners and form as above set forth and further that they the said John Stillman and Mary Ann his wife all deed singular the said Land Tenements hereditaments and Premises with him the said Silus Stillman his heirs Executors Administrators and assigns against the said John Stillman and Mary Ann his wife their heirs Executors Administrators and assigns the Lawful claim demand of any and every person or persons whosever shall and will warrant and Forever defend by these Presents.

In Witness Whereof the said John Stillman and Mary Ann his wife have herewith set their hands and seals this day and Year first above written. Signed sealed and delivered in [the] Presence

Of. Hamilton Yerxa  
Charles W. Stillman

John H. Stillman LS  
Mary Ann X Stillman LS  
(her mark)

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County of Carleton. Be it remembered that on this Eighth day of May in the Year of our Lord One Thousand Eight Hundred and Sixty Before me Hamilton Yerxa Esqr one of her Majesty's Justices of the Peace for the County of Carleton Personally appeared John Stillman one of the Grantors ...within Deed of Bargain and Sales Who acknowledged that he signed sealed and executed for the uses and purposes therein expressed also at the same time appeared Mary Ann wife of the said John Stillman who after being examined by me separate and apart from her said Husband acknowledged that she signed sealed and executed the said Deed freely and truly and voluntarily without any fear threat or compulsion from her said husband for the uses and purposes in the same expressed.

Hamilton Yerxa Justice of the Peace for the County of Carleton

Registered the Twenty sixth day of May one thousand Eight hundred and sixty.



[Type → Sale  
Property → Lot C, Richmond Parish  
Seller/Mortgagor → James Carr  
Buyer/Mortgage Provider → Samuel Stillman  
Value/Mortgage Amount → £140 for 100 acres  
Date → 13 March 1855

This one was interesting since it is the first property that Samuel purchased in New Brunswick after having moved from the Parrsboro area of Nova Scotia.

**PANB MFM# F5031 Vol 16, pages 615-616]**

James Carr & wife to Samuel Stilman

No 1357

This Indenture made this Thirteenth day of March in the Year of our Lord one Thousand Eight Hundred and Fifty five Between James Carr of the Parish of Richmond of the County of Carleton and Province of New Brunswick and Ann his wife of the one Part and Samuel Stilman of the Province County and Parish aforesaid Farmer of the other Part: Witnesseth that the said James Carr and Ann his wife for and in consideration of the sum of One hundred and forty Pounds of Lawful money of New Brunswick to them in hand well and truly paid at or before the ensealing and delivery of these presents the receipt thereof is hereby acknowledged Have Granted, Bargained sold, aliened released and Confirmed unto the said Samuel Stillman his Heirs and assigns all that certain tract piece or parcel of Land situate in the Richmond Settlement in the said Parish of Richmond granted to the said James Carr and described as Lot C Commencing at a marked spruce tree standing at the South Eastern angle of Lot Letter B thence running West sixty Chains of Four Pole each Crossing a reserved road in that distance, thence south twenty five degrees west twenty chains, thence East Sixty chains Crossing the said reserved road and thence North twenty five degrees east twenty chains to the place of beginning Containing one hundred acres more or less Together with all the privileges and ...inities thereunto belonging and as any wise appertaining: To Have and To Hold the Land and premises above Granted with their appurtenances unto the said Samuel Stilman his Heirs and assigns Forever. And the said James Carr and his heirs the said piece and parcel of land hereby bargained and sold unto the said Samuel Stilman his heirs and assigns shall and with warrants and forever defend by these presents.

In Witness Whereof the said James Carr and Ann his wife have hereunto their hands and seals subscribed and set this day and Year first above written. Signed sealed and delivered  
W.H. Perley  
Charles Perley  
James Carr LS  
Ann Carr LS

Be it remembered that on this Thirteenth day [of March] in the Year of our Lord One Thousand Eight Hundred and Fifty five Personally appeared Before me Charles Perley Esqr one of her Majesty's Justices of the Peace in and for the said County James Carr the Grantor within named and acknowledged that he executed the within written Instrument for the uses and purposes therein mentioned. At the same time also appeared Ann wife of the said James Carr and being examined by me separate and apart from her said Husband acknowledged that [she] executed the same freely and voluntarily without any fear threat or compulsion from her said husband. Given under my hand at my office in the Woodstock the day and date above written

Charles Perley Jpeace for the County of Carleton

Registered the Seventeenth day of March one thousand Eight hundred and fifty five.  
G.A. Bedell Reg. Of Deeds

[Type → Sale

Property → Old Lime Kiln Road, Richmond Parish - mistakenly noted as Woodstock Parish

Seller/Mortgagor → Benjamin Johnston

Buyer/Mortgage Provider → Samuel Stillman

Value/Mortgage Amount → £36 for 12 acres

Date → 13 March 1855

**PANB MFM# F5031 Vol 16, pages 616-617]**

Benjamin Johnston to Samuel Stilman

No 1358

This Indenture made this Thirteenth day of March in the Year of our Lord one Thousand Eight Hundred and Fifty five Between Benjamin Johnston of the Parish of Richmond County of Carleton Province of New Brunswick and Jane his wife of the one Part and Samuel Stilman of the Province County and Parish aforesaid Farmer of the other Part: Witnesseth that the said Benjamin Johnston and Jane his wife for and in consideration of the sum of Thirty six Pounds of Lawful money of New Brunswick to them in hand well and truly paid at or before the ensembling and delivery of these presents by the said Samuel Stilman the receipt whereof is hereby acknowledged Have Granted, Bargained sold, aliened released and Conveyed and by these presents Do Grant, Bargain, Sell, Alien, release and convey unto the said Samuel Stillman his Heirs and assigns all that certain Lot piece or parcel of Land lying and being in the Richmond Settlement Parish of Woodstock abutted and bounded as follows Beginning at a stake on the North Line of Robert Hendersons Grant and western side of Old Lime Kiln Road from thence running west along the said Line Thirty four chains as to the west line of the Lot granted to William Blair of which this present Conveyance forms a part from thence along the western or rear Line of the said Road to the place of beginning Containing twelve acres more or less Together with all the buildings, fences, Improvements Profits and appurtenances thereunto belonging and also all the estate, Right, title, Interest, claims and demands either at Law or Equity of them the said Benjamin Johnston and Jane his wife in to and out of the same and every part and parcel thereof with their appurtenances. To Have and To Hold the said Lot, piece or parcel of Land and premises hereby Granted Bargained and Sold, and any part and parcel thereof with their appurtenances unto the said Samuel Stilman his Heirs and assigns Forever.

In Witness Whereof the said Parties of the first part here unto set their hands and seals this day and Year first above written. Signed sealed and delivered in presence of – Read to Jane Johnston before signing  
W.H. Perley Benjamin Johnston LS  
Charles Perley Jane x Johnston LS  
(her mark)

Be it remembered that on this Thirteenth day of March One Thousand Eight Hundred and Fifty five Before me Charles Perley Esqr one of her Majesty's Justices of the Peace for the said County of Carleton Personally appeared Benjamin Johnston and Jane his wife Grantors in the foregoing Deed and Bargain and Sale named who acknowledged the same to be their free act and Deed sealed and executed by them for the uses and purposes therein mentioned. And said Jane being by me examined separate and apart from her said Husband declared that she executed the same of her own free will and accord without fear threat or compulsion from him.

Charles Perley JPeace for the County of Carleton

Registered the Seventeenth day of March one thousand Eight hundred and fifty five.

G.A. Bedell Reg. Of Deeds

[Type → Mortgage  
Property → Lot C and Old Lime Kiln Road, Richmond Parish  
Seller/Mortgagor → Samuel and Mary Stillman  
Buyer/Mortgage Provider → Isaac VanWart  
Value/Mortgage Amount → £90 for 112 acres in total  
Date → 16 March 1855, discharged on 28 December 1863

PANB MFM# F5031 Vol 16, pages 617-620]

Samuel Stilman & wife to Isaac Vanwart

No 1359

This Indenture made this Sixteenth day of March in the Year of our Lord one Thousand Eight Hundred and Fifty five Between Samuel Stilman of the Parish of Richmond of the County of Carleton and Province of New Brunswick Farmer and Mary his wife of the one Part and Isaac Vanwart of Woodstock in the County & Province aforesaid Gentleman of the other Part: Witnesseth that in consideration of the sum of Ninety Pounds of Lawful money of the said Province by the said Isaac Vanwart to the said Samuel Stilman in hand well and truly paid at or immediately before the sealing and delivery of these presents the receipt thereof is hereby acknowledged They the said Samuel Stilman and Mary his wife Have Granted, Bargained sold, released and Confirmed unto the said Isaac Vanwart his Heirs and assigns all that certain tract piece or parcel of Land situate in the Parish of Richmond aforesaid granted to the said Andrew Blair in Richmond Settlement known as Lot C Commencing at a marked spruce tree standing at the South Eastern angle of Lot Letter B thence running West sixty Chains of Four Poles each Crossing a reserved road in that distance, thence south twenty five degrees west twenty chains, thence East Sixty chains recrossing the said reserved road and thence North twenty five degrees east twenty chains to the place of beginning Containing one hundred acres more or less. Also all that certain other Lot piece or parcel of Land situate lying and being in the Parish of Richmond aforesaid and bounded as follows Beginning at a stake on the North Line of Robert Hendersons Grant and western side of Old Lime Kiln Road from thence running west along the said Line Thirty four chains as to the main line of the Lot granted to William Blair of which this present Conveyance forms a part from thence along the western or rear Line of the said William Blair Grant three chains Eighty Eight Links from thence East to the Lime Kiln Road and from thence along the said Road to the place of beginning Containing twelve acres more or less Together with all and singular the buildings, Improvements Privileges and appurtenances to the said premises belonging or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof; and also all the Estate Rights, Titles, Dower rights of Dower, claims and Demand whatsoever, both at Law and in Equity, of them the said Samuel Stilman and Mary his wife in, to, out of or upon the same premises and every or any part thereof To Have and To Hold, all and singular the said Land and premises hereby Granted and released or intended so to be and every part thereof with their and any of their appurtenances unto the said Isaac Vanwart and his Heirs and assigns Forever. Provided always that if the said Samuel Stilman his heirs executors administrators or assigns shall and do pay unto the said Isaac Vanwart his heirs executors administrators or assigns the full sum of ninety pounds of Lawful money of the Province aforesaid with lawful interest upon the same in Eighteen months from the date of these presents, The Interest to be paid at the end of the year written above sums being the Condition of a certain Bond or obligation bearing near? date herewith then this Indenture to be void.

Provided always and it is hereby expressly agreed and declared between and by the said parties hereto, that if default shall be made in payments of the said sum of Ninety Pounds and interest, or any part of the same, Contrary to the aforesaid Promise for payment of the same and the true interest and meaning of these presents, it shall be Lawful for the said Isaac Vanwart his Executors Administrators or assigns, at any time or times thereafter, on giving three calendar months previous notice in writing to the said Samuel Stilman or his Executors Administrators or assigns in case he or they may be resident in this Province or if not so resident, then without any such notice. Absolutely to sell and dispose of the said Lands and premises hereby granted and released or intended so to be and their appurtenances, or any of them, or any part thereof, either by public auction or private contract, in one Lot or in separate parcels, or parts thereof one way, and part the others, for such prices as to the said Isaac Vanwart his Executors

administrators or assigns shall [deem] reasonable and to convey and assume the said Lands and premises, which shall be so absolutely sold to the purchaser or respective purchasers thereof or as he or they respectively shall direct, and it is hereby agreed and declared between and by the said parties hereto, that all Contracts which shall be entered into and all conveyances and assurances which shall be executed by the said Isaac Vanwart his heirs executors administrators or assigns or any of them for the purpose of effecting any such sales shall be valid and effectual, notwithstanding the said Samuel Stilman his heirs executors, administrators or assigns or any of them shall not join therein on assent thereto. And that it shall not be incumbent on the respective purchasers of the said Lands and premises, or any part thereof to ascertain or enquire, whether, previously to such sales such notice of sale shall actually have been given; and that no such purchaser shall be bound or under any responsibility as to the application of the proceeds of any such sales and that the said Isaac Vanwart his Heirs Executors Administrators or assigns shall own of the money to be produced by any such sale of the said Lands and premises, or any part thereof, in the first place, defray the surplus of making out the Title and Completing such sales and all other expenses consequent thereon or incidental to this present Indenture of the execution of the trust and Powers thereof, and in the next place defray or retain to him the said Isaac Vanwart his Heirs Executors Administrators or assigns the said Principle sum of Ninety Pounds or so much thereof as shall remain due and all interest on amounts of the same or if not sufficient for the whole sum due then on there as far as the same may extend, and shall pay the surplus (if any) to the said Samuel Stilman his Executors Administrators or assigns as part of his Personal Estate In Witness Whereof the said Samuel Stilman and Mary his wife have hereunto set their Hands and Seals the day and Year first above written. Signed sealed and delivered in presence of

Read over and explained before signing.

G.A. Bedell  
G.W. Vanwart

Samuel X Stilman LS (his mark)  
Mary X Stilman LS (her mark)

County of Carleton Be it remembered that on this Seventeenth day of March in the Year of our Lord One Thousand Eight Hundred and Fifty five Personally before me G. A. Bedell Registrar of Deeds & in and for the County of Carleton the within named Samuel Stilman and Mary his wife the Grantors named in the foregoing Deed of Mortgage and severally acknowledged and declared that they did sign seal and execute the said mortgage for the uses and purposes in the same Contained. The said Mary Stilman being first examined by me separate and apart from Her said Husband declared that she did sign and execute the same of her own free will and accord without any fear threat or compulsion from Her said Husband or any other person.

G.A.Bedell Regr of Deeds County of Carleton

Registered the Seventeenth day of March one thousand Eight hundred and fifty five.

**Note attached to 1359:** Received the full amount due on the within mortgage both for principal and Interest due & record discharge the same from the record this 28 day of December AD1863. Isaac Vanwart. G.A. Bedell Reg of Deeds

[Type → Sale

Property → north part of Lot D, Richmond Parish

Seller/Mortgagor → George Connell

Buyer/Mortgage Provider → Daniel Stillman (son of Samuel and Mary Stillman)

Value/Mortgage Amount → £100 for 100 acres in total

Date → 21 January 1863

**PANB MFM# F5038 Vol 26, pages 205-206]**

George H. Connell & wife to Daniel Stillman

No 9947

This Indenture made this Twenty First day of January in the Year of our Lord one Thousand Eight Hundred and Sixty three Between George H. Connell of the Town of Woodstock of the County of Carleton and Province of New Brunswick Gentleman and Isabel C. A. Connell his wife of the one Part and Daniel Stillman of the Parish of Richmond County & Province aforesaid Farmer of the other Part: Witnesseth that the said George H. Connell and Isabel C. A. Connell his wife for and in consideration of the sum of One Hundred Pounds of Lawful money of New Brunswick to the said George H. Connell in hand well and truly paid at or immediately before the ensembling and delivery of these presents by the said Daniel Stillman the receipt of which is hereby acknowledged, Hath Granted, Bargained sold aliened released and Confirmed and by these presents Doth Grant, Bargain Sell Alien release Convey and Confirm unto the said Daniel Stillman his Heirs and assigns all that piece or parcel of Land Beginning at a cedar tree standing in the southeastern angles of Lot C in the fourth Tier Granted to Andrew Blair thence running by the magnet Of the Year one Thousand Eight Hundred and Thirty, was sixty chains crossing the south Branch of Bulls Creek, along the southerly line of said Grant to the Easterly line of a Grant to Robert Fleming, thence along the same and the easterly line of a Grant to John Fleming south Twenty five degrees was Eighteen Chains and Fifty links, thence East Fifty Five chains recrossing the South Branch of Bulls Creek on to the southerly Bank or shore of a Small Lake, thence following the various courses of the same in an Easterly direction to a ....tree standing in the westerly line of Granted Land in the Third Line and thence along the same North twenty five degrees East Eighteen chains to the place of beginning Containing one hundred acres more or less distinguished as the North part of Lot D in the fourth line being the same granted by the Crown to G. H. Connell bearing date fourth day of July One Thousand Eight Hundred and Fifty Six. Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the same belonging, or in any measure appertaining; and the [Reversion and] Reversions, Remainder and Remainders, Rents Issues and Profits thereof; and also all the Estate Rights, Titles, Dower rights and the Title to Dower, Interest, uses, Possession, Property claims and Demand either at Law and in Equity, of them the said George H. Connell and Isabella C.A. Connell his wife of in, to, out of the same, and every part and parcel thereof with the appurtenances. To Have and To Hold the said Lot, piece or parcel of Land and premises, hereby Granted, Bargained and sold or meant, mentioned or intended so to be, and every part and parcel thereof with the appurtenances unto the said Daniel Stillman his Heirs and assigns with the only possession, use, benefit and behoof of the said Daniel Stillman his heirs and assigns for Ever.

In Witness Whereof the said George H. Connell and Isabella C.A. Connell have hereunto set their Hands and Seals the day and Year first above written. Sealed and delivered in presence  
Of Charles Connell

George H. Connell LS  
Isabel C.A. Connell LS

Carleton To Wit Be it Remembered that on the Twenty First day of January in the Year of our Lord One Thousand Eight Hundred and sixty Three Personally before me Charles Connell Esquire, one of her Majesty's Justices of the Peace in and for the County of Carleton George H. Connell and Isabel C.A. Connell his wife who acknowledged that they executed the within Deed for the uses and purposes therein expressed at the same time personally appeared Isabel C.A. Connell wife of said G.H. Connell also acknowledged that she executed the same freely and voluntarily for the uses and purposes therein expressed and without threat, fear or compulsion from Her said Husband

Charles Connell JP Co Carleton

Registered the 22<sup>nd</sup> of January one thousand Eight hundred and sixty three.  
G.A. Bedell Reg of Deeds

[Type → Mortgage

Property → north part of Lot D, Richmond Parish

Seller/Mortgagor → Daniel Stillman (son of Samuel and Mary Stillman)

Buyer/Mortgage Provider → George Connell

Value/Mortgage Amount → £107+ for 100 acres in total

Date → 21 January 1863

The mortgage is for an amount greater than the sales price of the property.

PANB MFM# F5038 Vol 26, page 206-209]

Daniel Stillman to George H. Connell

No 9948

This Indenture made this Twenty First day of January in the Year of our Lord one Thousand Eight Hundred and Sixty three Between Daniel Stillman of the Parish of Richmond and County of Carleton and Province of New Brunswick Farmer of the one Part and George H. Connell of the Town of Woodstock County and Province aforesaid Gentleman of the other Part: Witnesseth that in consideration of the sum of One Hundred and seven Pounds Ten shillings of Lawful money of said Province, by the said George H. Connell to the said Daniel Stillman in hand well and truly paid at or immediately before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, he, the said Daniel Stillman Hath Granted, Bargained sold released and Confirmed, and by these presents Doth Grant, Bargain release and Confirm unto the said George H. Connell his Heirs and assigns all that piece or parcel of Land Beginning at a cedar tree standing in the southeasterly angle of Lot C in the fourth Tier Granted to Andrew Blair thence running by the magnet Of the Year one Thousand Eight Hundred and Thirty, was sixty chains crossing the south Branch of Bulls Creek, along the southerly line of said Grant to the Easterly line of a Grant to Robert Fleming, thence along the same and the easterly line of a Grant to John Fleming south Twenty five degrees was Eighteen Chains and Fifty links, thence East Fifty Five chains recrossing the South Branch of Bulls Creek on to the northerly Bank or shore of a small Lake, thence following the various courses of the same in an Easterly direction to a ...tree standing on the westerly line of Granted Land in the Third Line and thence along the same North twenty four degrees East Eighteen chains to the place of beginning Containing one hundred acres more or less distinguished as the North part of Lot D in the fourth line Together with all and singular the Buildings, Improvements, Privileges and appurtenances to the said premises belonging or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof; and all the Estate Rights, Interest, uses, Property claims and Demand whatsoever either at Law and in Equity, of him the said Daniel Stillman of in, to, out of or upon the same premises, and every or any part thereof To Have and To Hold all and singular the said Land and premises, hereby Granted and released or intended so to be, and every part thereof with their and every of their appurtenances, unto the said George H. Connell and his Heirs to the use of him the said George H. Connell his heirs and assigns Forever. Provided Always that if the said Daniel Stillman his Heirs Executors Administrators assigns shall and do pay unto the said George H. Connell his Heirs Executors Administrators or assigns the full sum of One Hundred and seven Pounds Ten shillings with Lawful Interest on the same as follows Twenty pounds and Interest on the whole amount on the Twenty first day of January next, Twenty pounds and interest on the whole amount on the Twenty first day of January in the [Year] one Thousand Eight Hundred and sixty five, Twenty pounds and interest on the whole amount on the Twenty first day of January one Thousand Eight Hundred and sixty six, Twenty pounds and Interest on the whole amount on the Twenty first day of January one Thousand Eight Hundred and sixty seven, Twenty pounds and Interest on the whole amount on the Twenty first day of January one Thousand Eight Hundred and sixty Eight, Seven pounds Ten shillings and all Interest due on the Twenty first day of January one Thousand Eight Hundred and sixty Nine: thence this Indenture to be void. Provided Always, and it is hereby expressly agreed and declared between and by the said parties hereto, that if default shall be made in payment of the said sum of One Hundred and seven pounds Ten Shillings, and Interest or any part of the same Contrary to the aforesaid Proviso for the payment of the sums and the true intent and meaning of these presents, it shall be Lawful for the said George H. Connell his Executors Administrators or assigns at any time or times there after on Giving one Calendar month

Previous Notice in writing to Daniel Stillman or his Executors Administrators or assigns, in case he or they may be resident in this Province, or if not so resident, then without any such notice absolutely to sell and dispose of the said Land and premises hereby Granted and released or intended so to be, and their appurtenances, or any of them, or any part thereof, either by public auction, or private contract in one Lot or in separate parcels or parts thereof one way and part the other, for such price or prices as to the said George H. Connell his Executors Administrators or assigns shall deem reasonable, and to Convey and assure the said Land and premises which shall he so absolutely sold to the purchaser or respective purchasers thereof, or as he or they respectively shall direct, And it is Hereby agreed and declared between and by the said parties hereto, that all Contracts which shall be entered into and all Conveyances and assurances, which shall be executed by the said George H. Connell his Heirs, Executors Administrators or assigns or any of them for the purpose of affecting any such sales shall be valid and effectual Notwithstanding the said Daniel Stillman his Heirs, Executors, Administrators or Assigns or any of them, shall not join therein or assure thereto, And that it shall not be incumbent on the respective purchasers of the said Land and premises or any part thereof, to ascertain or enquire whether previously to such sale such notice of sale shall actually have been Given, and that no such purchaser shall be bound or under any responsibility and the application of the proceeds of any such sale. And that the said George H. Connell his Executors Administrators or Assigns shall out of the money to be produced by any such sale of said Land and premises or any part thereof, in the first place defray the expense of making out the Title and Completing such Sales and all other expenses Consequent thereon or incidental to this present Indenture or the execution of the Trust and Powers thereof and in the next place pay or retain to him the said George H. Connell his Executors Administrators or Assigns the said Principal sum of one Hundred and Seven Pounds Ten Shillings or as much thereof as shall remain due and all Interest on amount of the same, or if not sufficient for the whole sum due thereon, then as far as the same may extend and shall pay the surplus, if any, to the said Daniel Stillman his Executors, Administrators or assigns as part of his Personal Estate.

In Witness Whereof the said Daniel Stillman hath hereunto set his Hand and Seal the day and Year first above written. Signed, Sealed and delivered in presence  
Of Charles Connell  
Jno Connell

Daniel Stillman LS

Carleton To Wit, Be it Remembered that on the Twenty First day of January in the Year of our Lord One Thousand Eight Hundred and sixty Three Personally appeared before me Charles Connell Esquire, one of her Majesty's Justices of the Peace in and for the County of Carleton Daniel Stillman the Grantor of the Indenture of Mortgage who acknowledged that he did sign seal and execute the same for the uses and purposes therein expressed.

Charles Connell JP Co Carleton

Registered the 22<sup>nd</sup> of January one thousand Eight hundred and sixty three.  
G.A. Bedell Reg of Deeds

**Note attached to 9948:** Discharge note was too dark to read on my copy.



## RS108 Land Petitions 1783-1918

(available online at: <http://archives.gnb.ca/Archives/SearchPortal.aspx?L=EN&Section=1>)

Index located on PANB MFM# F13763

**MFM # F9030**

**[1866**

**Thomas Curtis originally petitioned for 150 Acres in the then Woodstock Parish, Carleton County, New Brunswick, Lots 6 & 7 in the 7<sup>th</sup> Tier of South Richmond.**

**This claim was transferred to John W. Stillman on Feb. 15, 1844**

**In 1865, this claim was transferred to Elizabeth Potter and 150 Acres were granted 1867/09/03.]**

No 5045

To His Excellency Major General Charles Hastings Doyle Administrator of the Government and Commander in Chief of the Province of New Brunswick etc, etc, etc.

The Petition of Elizabeth Potter of the Parish of Richmond in the County of Carleton Humbly sheweth.

That she has purchased a lot of land from John W. Stillman as described in a Deed enclosed in this petitions and your Petitioner would pray that the Grant of Said Lot would be in her name and Your Petitioner is in duty bound.

Will ever Pray  
Elizabeth Potter

This Indenture made this Twenty fourth day of May in the year of Our Lord One Thousand and Sixty Six Between John W. Stillman of the Parish of Richmond in the County of Carleton and Province of New Brunswick Farmer and Lydia his Wife of the One part; and Elizabeth Potter of the Parish County and Province aforesaid Widow of the Other Part; Witnesseth that the said John W. Stillman and Lydia his wife for and in consideration of the sum of Two Hundred and Seventy Dollars of Lawful Money of New Brunswick to them in hand well and truly paid at or before the ensealing and delivery of these presents the receipt of which is hereby acknowledged, Hath granted, bargained, Sold, aliened, released, conveyed and confirmed and by these presents doth grant, bargain, Sell, alien, release, convey and confirm unto the Said Elizabeth Potter her Heirs and Assigns All that Certain tract Piece or Parcel of Land Situate lying and being in the Parish County and Province aforesaid bounded as follows on the North by lands owned by John Marshal on the South by lands Owned by the Said Elizabeth Potter on the East by lands owned also by the Said Elizabeth Potter and on the West by the Boundary Line between the State of Maine and the Province of New Brunswick being the land transferred from Thomas Curtis to the Said John W. Stillman contained One hundred and fifty acres more or less. Together with all Houses, out Houses, Barns, Buildings, Edifices, Fences, Improvements, Profits, Privileges and appurtenances to the Same belonging, or in any manner appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof; And Also all the Estate, Rights, Title, Dower, Right and Title to Dower, Interest, Uses, Possession, Property claim and Demand either at Law and in Equity, of them the said John W. Stillman and Lydia A. his wife of in to or out of the same and every part and parcel thereof with the appurtenances. To Have and To Hold the said Lot, Piece or Parcel of Land and Premises, hereby Granted, Bargained and Sold or Meant, Mentioned or Intended so to be, and every part and Parcel thereof with the Appurtenances unto the said Elizabeth Potter her Heirs and Assigns to the only proper use benefit and behoof of the said Elizabeth Potter her Heirs and Assigns for Ever and the Said John W. Stillman and Lydia his wife for themselves, their Heirs, Executors and Administrators in the Said piece and parcel of

Land herein before described to the Said Elizabeth Potter her Heirs and Assigns against any person or persons claiming right ... doth and will forever warrant and defend.

In Witness Whereof the Said John W. Stillman and Lydia A. his wife have hereunto set their Hands and Seals the day and Year above written. Sealed and delivered in presence  
Of H. Yerxa

John W. Stillman LS  
Lydia x A. Stillman LS  
(her mark)

Carleton To Wit

Be it Remembered that on the Twenty Fourth day of May in the Year of our Lord One Thousand Eight Hundred and Sixty Six Before me Hamilton Yerxa Esquire, one of her Majesty's Justices of the Peace in and for the County aforesaid at Richmond in the Said County Personally Appeared John W. Stillman one of the grantors in the aforegoing Deed of Bargain and Sale named who acknowledged that he executed the Same for the Purposes therein set forth. Also at the Same time and place appeared Lydia A. wife of the Said John W. Stillman having been by me examined Separate and apart from he[r] Said Husband acknowledged that she executed the Same freely for the uses and purposes therein set forth.

Hamilton Yerxa JP

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### **MFM # F9019**

Petition of John W. Stillman **[form with few details]**

Humbly sheweth that he is a British Subject and desirous of purchasing 100 acres of Crown Land situate as follows:

Lying in the Parish of Richmond and being Lot no 6, adjoining the Boundary Line containing 150 Acres.

Dated May 27, 1858

John W. Stillman

**[Notes on the form: one condition of granting land was that the petitioner had improved (i.e., cleared) the land]** Not Improved

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### **MFM# F9027**

Petition of Silas Stillman **[again a standard form, which has been updated]**

Silas Stillman of the Parish of South Richmond in the County of Carleton humbly sheweth that he is a British subject over 18 years of age, and is not at present interested in nor the owner of any other land.

That he is desirous of purchasing for actual settlement one hundred acres of Wilderness Crown Land situated as follows:

Lot 19, Range 2 in Block 4 of Deputy Whitehead Survey.

Dated September 6, 1862

Silas Stillman

**[Notes on form:]** York County, Southampton Parish, 100 acres, vacant

**[According to Indenture no. 8580 of May 1860 shown above, Silas purchased 25 rods of land from his parents]**

**MFM# F9029**

Petition of John W. Stillman & Samuel McIntire **[again a standard form, same as used by Silas]**

John W. Stillman of the Parish of Richmond in the County of Carleton humbly sheweth that he is a British subject over 18 years of age, and is not at present interested in nor the owner of any other land.

That he is desirous of purchasing for actual settlement one hundred acres of Wilderness Crown Land situated as follows:

Lots 25 & 26 on the South Side of Dineen Road

Dated:           1865                   John W. Stillman   Samuel McIntire

**[Notes on form:]** York County, Canterbury Parish, 100 acres.

**[Sorry, I didn't have much time left at the Archives, so I only copied down the year of this petition....]**

## **RS686 Land Grants**

(available online at: <http://archives.gnb.ca/Archives/SearchPortal.aspx?L=EN&Section=1>)

No land was granted to any Stillman or Dillman. Hence, the petitions shown above (except for Elizabeth Potter's) were denied.