

No Irish Wanted

Lowell Southern Book 14 page 340 - 1832

Wm Hilliard Jr., et al to Geo. H. Brown

Know all men by these Presents, That we William Hilliard Junior and Francis Hilliard both of Lowell in the County of Middlesex and Commonwealth of Massachusetts Attorneys at Law. In consideration of One Thousand Six hundred and Eighty Seven Dollars + fifty cents to us paid by George H. Brown, of said Lowell, Mason the receipt whereof we do hereby acknowledge, have granted remised released and forever quit claimed, and do for ourselves and our heirs by these presents remise, release and forever quit claim unto the said George H. Brown, his heirs and assigns, a certain piece of land containing thirty seven hundred + fifty square feet, situated in said Lowell on the Northerly and Easterly side of Fenwick Street so called and thus bounded, Viz:

Beginning at the Southwesterly corner of land conveyed July 27 AD 1831 by the Proprietors of the Locks + Canals on Merrimack River, to Whitney and Kimball, thence running Southerly on said Street fifty feet to a right angle in said Street, thence Easterly on said Street seventy five feet, to land conveyed by said Proprietors to Sherman + others, thence Northerly at a right angle fifty feet to said Whitney + Kimballs land, thence Westerly at a right angle seventy five feet to the point of beginning , with all the buildings thereon standing being the same land conveyed to the said Hilliards by the said Proprietors by deed dated July 27, 1831.

And this conveyance is on the express condition that the said Brown shall neither convey nor lease by parol or by deed, said land or any part thereof, or any building or part of any building thereon standing to any Irishman or Irishwoman for the space of three months from the date hereof, nor ever after provided in that time, the owners of land on Fenwick Street shall by a certain mortgage of land now occupied by Irishmen on said Street according to their present plan and **shall commence legal operations to expel said Irishmen therefrom** and this conveyance is on the further condition that the said _ shall not for three months nor ever after, provided said owners shall proceed as aforesaid in regard to said mortgage in any way convey lease or dispose of the aforegranted premises to any person or persons without an express condition **that if any Irishmen be suffered to occupy the same said conveyance, lease or disposition shall be void.**

To Have and To Hold the aforementioned premises with all the privileges and appurtenances thereunto belonging to him the said George H. Brown, his heirs and assigns forever, so that

neither we the said Hilliards nor our heirs or any other person or persons claiming from or under us or them, or in the name, right or stead of us or them, shall, or will, by any way or means have claim, or demand any right or title to the aforesaid premises or their appurtenances, or to any part or parcel thereof forever, except the Proprietors of the Locks and Canals on Merrimack River, by virtue of a mortgage, dated July 27, 1831. In witness whereof we the said William Hilliard Junior + Francis Hilliard and Catharine D. H. Hilliard, wife of the said Francis, who hereby releases her right + title to dower, in the aforegranted premises, have hereunto set our hands and seals this twenty third day of August in the year of our Lord, One Thousand Eight Hundred and Thirty Two. Signed Sealed and delivered in presence of us

Elisha Glidden

The words "with all the buildings thereon standing" interlined before signing.

William Hilliard Jr. seal

Francis Hilliard seal

Catharine D. H. Hilliard seal

Middlesex ss August 23d 1832.

Then the above named Francis Hilliard personally appeared and acknowledged the above instrument to be his free act and deed. Before me, Elisha Glidden Just. Of Peace.

Middlesex ss August 27, 1832

Rec'd + Recorded

By Wm. F. Stone Regr.

A true copy

Attest

Horace K. Osborn Examiner