

No 63

Dated May 5

1889

Amos H Blakney

—TO—

John Pattillo & Co

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# Bill of Sale.

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James Bowes & Sons, Law Printers, 125 Hollis St. Halifax



9.30 A.M. 6<sup>th</sup> May 1890

John Ferguson  
by

# This Indenture made

the *first* day of *May* in the year of our Lord one thousand eight hundred and *eighty ninth*

Between *Amos N Blakney of Sturarton in the County of Pictou Bookkeeper of the first part and Fitch Pattillo & Co of Toronto in the County of Colchester Merchants of the Second part*

Whereas the said party of the First Part is possessed by the *goods and Chattels* hereinafter set forth described and enumerated, and hath contracted and agreed with the said party of the Second part for the absolute Sale to *them the said Fitch Pattillo & Co* of the same, for the Sum of *Ninety Three Dollars & 44/100*

Now this Indenture witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of *One dollar*

of lawful money of Canada, paid by the said party of the Second Part to the said party of the First Part, at or before the sealing and delivery of these Presents, (the receipt whereof is hereby acknowledged) the said party of the First Part *hath* Bargained, sold, assigned, transferred and set over, and by these Presents *Doth* Bargain, sell, assign, transfer and set over unto the said party of the Second Part, *them* executors, administrators and assigns

All those the said *goods and Chattels at present in store occupied by said Amos N Blakney (and owned by one B D Rogers) and Situate in Sturarton aforesaid comprising Books, Stationery, Fancy Goods & Wall Papers, and <sup>all other</sup> General Merchandise, ~~Stationery~~ *Travelling* of whatever kind and description*

To have and to hold the said hereinbefore assigned *goods and Chattels* and every of them and every part thereof, with the appurtenances and all the right, title, and interest of the said part *y* of the First Part thereto and therein, as aforesaid, unto and to the use of the said part *is* of the Second Part, *them* executors, administrators and assigns, to and for *them* sole and only use FOR EVER:

And the said part *y* of the First part **Doth** hereby, for *himself* heirs, executors and administrators, COVENANT, PROMISE, and AGREE with the said part *is* of the Second Part, *them* executors and administrators, in the manner following, that is to say: **That** *he* the said part *y* of the First Part *is* now rightfully and absolutely possessed of and entitled to the said hereby assigned *goods and Chattels* and every of them and every part thereof; **And** that the said part *y* of the First Part now has in *him* good right to assign the same unto the said part *is* of the Second Part, *them* executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these Presents; **And** that the said part *is* hereto of the Second Part *them* executors, and administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned *goods and Chattels* and every of them and every part thereof, to and for *them* own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by *the said part y* of the First Part, or any person or persons whomsoever; **And** that free and clear, and freely and absolutely released and discharged, or otherwise, at the costs of the said part *y* of the First Part, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

**And moreover,** that *he* the said part *y* of the First Part, and all persons rightfully claiming or to claim any estate, right, title or interest of, in or to the said hereby assigned *goods and Chattels* and every of them, and every part thereof, shall and will from time to time and at all times hereafter, upon every reasonable request of the said part *is* of the Second Part, *them* executors, administrators or assigns, but at the cost and charges of the said part *is* of the Second part, make, do and execute, or cause or procure to be made, done and executed all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned *goods and Chattels* unto the said part *is* of the Second Part, *them* executors, administrators or assigns, or his *or their* counsel, shall be reasonably advised or required

**In Witness Whereof,** the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

in the Presence of

*Archibald Nicholson*

*A. B. Blakney*



~~all which said chattels and effects are contained in a dwelling house situate and being~~

*And* all the right, title, interest, property, claim and demand whatsoever, both at Law and in Equity, or otherwise howsoever, of *him* the said party of the First Part of, in, to and out of the same, and every part thereof:

*Discharge in*

Canada :  
Province of Nova Scotia,  
County of *Pictou*

I, *Amos H. Blakely*  
of *Stellaarton*  
*Pictou*

in the County of  
make oath and say as follows:—

I am the Grantor mentioned in the accompanying Bill of Sale.

The amount set forth therein as being the consideration thereof, is justly and honestly due and owing by the Grantor to the Grantee, and the Bill of Sale was executed in good faith, and not for the purpose of protecting the property mentioned therein against the creditors of the Grantor, or of preventing the creditors of such Grantor from obtaining payment of any claims against him.

Sworn to at *Stellaarton*  
in the County of *Pictou*  
this *fifty* day of *May*  
A. D., 18*90*

*A. H. Blakely*

Before me

*Don Gray J.P.*