

No 116

Dated 18th October 1890

Benjamin Bigney

TO

Annie J. Bigney

Bill of Sale.

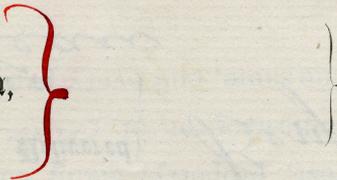
Newsome & Leyden, Law Stationers, 46 Adelaide St. East, Toronto.

Price 4.00 P.M. 18th Oct 1890

John Ferguson

Ref.

Canada:
Province of Nova Scotia,
County of Pictou



I Benjamin Bigney of Pictou _____ in the county of
Pictou make oath and say as follows:—

the Grantor _____ I am

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 claim against him.

Sworn to at Pictou _____
in the County of Pictou this 18th day
of October A. D., 1890.

Benj Bigney

Before me
D. W. MacKean J.P.

This Indenture made at Pictou

the Eighteenth day of October in the year of our Lord
one thousand eight hundred and ~~eighty~~ ninety

Between Benjamin Bigney of Pictou Town
in the County of Pictou Shoemaker,
of the first part:

And Annie Jane
Bigney of Pictou Town and County
aforesaid of the other or second part.

Whereas the said part y of the First Part is possessed of the Villa Gem
Organ Style D No. 19988 hereinafter set forth
described and enumerated, and hath contracted and agreed with the said part y
of the Second Part for the absolute Sale to the said Annie
Jane Bigney

of the same, for the sum of

one hundred and thirty dollars.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and
in consideration of the sum of

one hundred and thirty dollars of lawful
money of Canada, paid by the said part y of the Second Part to the said part y
of the First Part, at or before the sealing and delivery of these Presents, (the receipt
whereof is hereby acknowledged) He the said
part y 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 part y of the Second Part, her heirs executors, administrators,
and assigns.

All those the said

Cabinet Organ
described as follows: that is to say,
Villa Gem Organ Style D No. 19988,
manufactured by the Dominion Organ
and Piano Company of Bowmanville
Ontario.

Organ and every of them and every part thereof with the appurtenances and all the right, title, and interest of the said party of the First Part thereto and therein, as aforesaid, unto and to the use of the said party of the Second Part, *her* executors, administrators and assigns, to and for *her & their* sole and only use FOR EVER:

And the said party of the First Part *Doth* hereby, for *himself, his* heirs, executors and administrators, COVENANT, PROMISE and AGREE with the said party of the Second Part, *her* executors and administrators, in the manner following, that is to say: That ~~He~~ *He* the said party of the First Part *is* now rightfully and absolutely possessed of and entitled to the said hereby assigned *property (with the exception afore mentioned)* and every of them and every part thereof; And that the said party of the First Part now has in *himself a* good right to assign the same unto the said party of the Second Part, *Her* executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these Presents; And that the said party hereto of the Second Part *her* 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 *Cabinet Organ* and every of them and every part thereof, to and for *her own* use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever, from or by *him* the said party of the First Part, or any other person or persons whatsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the costs of the said party 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 party 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 *Cabinet Organ* 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 party of the Second Part, *her* executors, administrators or assigns, but at the cost and charges of the said party 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 *Cabinet Organ* unto the said party of the Second Part, *her* executors, administrators or assigns, or ~~his~~ *her Agent or* 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

Wm. Keane

Benjamin Bequoy



Bought from W. H. Johnson & Co.
of Halifax, and subject to a
Chattel Mortgage for part pay-
ment of the same

all which said chattels and effects are contained in a dwelling house situate and
being at the West end of Falkland Street in
the Town of Pictou.

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: