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Province of Nova Scotia
County of Pictou, S.S.

I, Amos H. Blakeley of Stellarton
in the County of Pictou, Merchant, make
oath and say as follows:-

1. I am the assignor mentioned in
~~the accompanying and annexed assign-~~

2. The amount set forth therein as
being the amount due by me to J. C.
Allen and Company of Halifax is just-
ly and honestly due and owing by me
to the said J. C. Allen and Company
and the said assignment was executed
in good faith and not for the purpose
of protecting the property mentioned there-
in against ^{my} creditors or of preventing
~~my creditors from obtaining payment of~~
any claims against me.

"my"

Sworn to at Stellarton in the County of Pictou this 17th day
of May A.D. 1890 Before me
J. M. Fulton J.P.
in and for the County of Pictou.

Dated May 17th A.D. 1890

No 40

Assignment.

Amos H. Blakeney

to

Thos. S. H. Harris.

filed 2 P.M. 20th May 1890

John Ferguson
Clerk

said Assigner and all the estate right title interest
deu teeth
THIS INDENTURE made this nineteenth day of May in the
property ~~property~~ claim and demand of him the said AS-
year of our Lord one thousand eight hundred and ninety
Assigner or in to or out of the said real and personal
BETWEEN Amos H Blakeney of Stellarton in the County of Pictou
estate and effects together with all deeds writings
Merchant, hereinafter called the said Assigner of the first
books bills notes papers and vouchers touching the said
part, and Thomas S H Harris of Halifax in the County of Halli-
or any part thereof, TO HAVE AND TO HOLD receive take
fax Clerk, hereinafter called the said Assignee of the second

creditors of the said Insolvent who may execute these presents
ments, notes bonds, mortgages, securities for money, and
of the third part

Whereas the said Assigner is indebted to the several persons
executors, administrators and assigns subject never-
firms, corporations, parties hereto of the third part and others
in various sums of money and being unable to pay the same
or affecting the same, Upon the trusts nevertheless
has proposed to make an assignment of all his property unto
the said Assignee in trust for the benefit of his creditors
as hereinafter expressed

And the said Assigner hereby nominates and ap-
NOW THIS INDENTURE WITNESSETH that in consideration of the
premises and of the sum of one dollar of lawful money of
Canada to him in hand paid by the said Assignee the receipt
whereof is hereby acknowledged he the said Assigner hath
granted bargained sold conveyed assigned transferred and set
over and by these Presents doth grant bargain, sell convey
assign transfer and set over unto the said Assignee his heirs
executors administrators and assigns for the purposes of the
real, and personal property specified in the Schedule hereto
annexed marked "A" signed by the said Assigner (subject at
accounts, books, of account, credits, payments, notes, bonds, mort-
gages, securities for money choses in action and all other
the real and personal estate and effects of whatsoever kind
and wheresoever situate, now belonging, due or owing to the

said Assignee shall have and exercise his own discretion
said Assignor and all the estate right title interest
property ~~any~~ claim and demand of him the said As-
signer of in to or out of the said real and personal
estate and effects together with all deeds writings
books bills notes papers and vouchers touching the same
or any part thereof. TO HAVE AND TO HOLD receive take

ments, notes bonds, mortgages, securities for money, and
choses in action unto him the said Assignee his heirs
executors, administrators and assigns subject never-
theless to any incumbrances now existing thereupon
or affecting the same. Upon the trusts nevertheless
and for the purposes hereinafter declared concerning
the same.

And the said Assignor hereby nominates and ap-
pointeth the said Assignee his executors and adminis-

trators his true and lawful attorneys or attorneys
for him and in his name or otherwise to do perform and
execute take and ~~execute~~ prosecute all such acts mat-
ters and things, actions and proceedings, both at law

and in equity as the said attorneys or attorneys
shall think fit and expedient for the purposes of the
trusts and purposes following, that is to say:

IN TRUST:-- First,-- To pay and discharge the ex-
ecution thereof, the said Assignor hereby ratifying

and confirming and agreeing to ratify and confirm

all and whatsoever the said attorney or attorneys
shall do or cause to be done in and about the premises

Second.-- To pay all salaries and wages hereib-

And it is hereby understood, and agreed that the same

PROBETIA EXHIBITUM CUM SINGULIS QUAE DE HIS REBUS VENTURIS
SINGULIS VENTURIS SINGULIS SINGULIS SINGULIS SINGULIS

with which may be found by the said Assignee in his own discretion
said Assignee shall have and exercise his own discretion
and of administrators in winding up the said property here
as to the time and mode of disposing of the property here
which advances the said Assignee is hereby empowered them
by assigned to and vested in him in order to convert them
into money to the best possible advantage and shall
be at liberty if he shall deem it necessary and advisable
to carry on the business at present conducted by the said
Assigner until the same can be conveniently and advant-

agedly wound up and disposed of.

And the said Assignee is hereby empowered to use
and employ the said Assigner if he shall deem it advis-
able in winding up the said business and in the execution
of the trusts hereof and to pay him a reasonable salary
therefor and to have and employ servants and clerks in an
amount to be paid and devoted to the residence of said

Assignee his executors or administrators shall and do
stand and be possessed of all moneys to arise by the sale
of and to be produced from all and singular the estate
and effects hereby assigned or intended so to be, after

paying the expenses incidental thereto and to the execu-
tion of these Presents and of the trusts hereby created
and also do and shall stand possessed of all other money
by these Presents or otherwise declared subject to the
trusts of this Indenture upon and for the trusts, in-
tents and purposes following, that is to say:--

IN TRUST: First--To pay and discharge all costs
charges and expenses incidental to the execution of these
Presents and in and about the conducting and carrying

into effect the trusts hereof.

Second-- To pay all salaries and wages hereinh-
before authorized and all advances in money or other-
wise

... to the time and mode of disposing of the property here
... which may be made by the said Assignee his execut-

ors or administrators in winding up the said business

which advances the said Assignee is hereby empowered to

make
third.-- To retain a reasonable compensation based
upon the care and diligence required and bestowed in and
about the proper execution of the trusts of these Pres-

~~ents together with allowances and commissions customary
among merchants.~~

Fourth.-- To pay to T. C. Allen and Company of N
Halifax the sum of Six Hundred and Thirty-four Dollars
and ninety cents (\$634.90), being the amount due by the
said Assigner to the said T. C. Allen and Company.

Fifth.-- To pay and devote the residue of said
moneys to the payment and discharge in equal proportions
of the respective debts of all the creditors of the said
Assignee who shall have become parties to these Presents

Sixth.-- To pay and devote any surplus of said
moneys to the payment and discharge in equal proportions
of the respective debts of all the other creditors of the
said Assigner.

Provided Always that the said Assignee shall only
be answerable or chargeable for his own wilful neglect
or default and that nothing herein contained shall make
him responsible other than as such Assignee and to the
extent only of such trust estate for the payment of the
debts and liabilities of the said Assigner.

In Witness Whereof the parties to these Pres-
ents have hereto their hands and seals sub-

scribed

which advances the said business is hereby empowered to
one of administrators in winding up the said business

written.

Signed, Sealed and Delivered

Amos H. Blakely,

Thos. S. Harris



in presence of,
the word "unclear" on page 1 being
crossed out the word "seventy" explained

W. Cotton

ALFREN

~~Table~~
Schedule "A"

Stock in trade now being in and upon the premises, situate on East side of Main Street, owned by B. D. Rogers & Co, in the town of Stellarton County of Pictou Province of Nova Scotia.

"Furniture and"

~~Other household effects now being in and upon the premises situate on East side of Main Street, owned by B. D. Rogers & Co, in the town of Stellarton, County of Pictou, Province of Nova Scotia.~~
Furniture and
by B. D. Rogers & Co; in the town of Stellarton, County of Pictou, Province of Nova Scotia.

Amos H. Blackmer;
Chas. S. H. Harris.