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ThisIndenture made this fourth day of November in the
year of Our Lord one thousand eight hundred and fifty four between
Alexander Brown senior of the West River of Pictou in the County of Pictou
Garnier of the one part and Alexander Brown of the West River of Pictou in
the County of Pictou Garnier of the other part Witnesseth that the said Alexander
Brown sr. for and in consideration of the sum of five shillings of lawful money
of Nova Scotia to him in hand paid at or before the enrolling & delivery of these
presents the receipt whereof is hereby acknowledged as well as in consideration of
the conditions hereinafter mentioned, He doth grant, bargain, sell, release, convey
and confirmed & by these presents Doth grant, bargain, sell, release and confirm
unto the said Alexander Brown jr. his Heirs & Assigns forever a certain lot
of land situate at West River aforesaid abutted & bounded as follows Viz,
Beginning at the shore of the West River aforesaid and at the south east angle
of William Grassers land & to run from thence north eighteen degrees east five & one
half rods thence north sixty eight degrees east eight rods thence north twenty three
degrees east six rods, thence north seventy one degrees east nine rods thence north
sixty six degrees east twelve rods thence north fifty three degrees east ten rods thence
north forty degrees west twenty five rods thence south eighty four degrees west twenty
five rods thence north forty five degrees west along William Grassers east line two
hundred rods to the eight mile Brook, thence the various courses of the Brook
up stream until it comes to the south angle of a lot of land sold by the said
Alexander Brown sr. to one Stitman Lippencott thence north thirty five degrees
east thirty six rods to the old post road thence along said road westerly to
the eight mile Brook aforesaid thence the various courses of the Brook up stream
until it comes to the north west corner of a lot of land deeded to John Brown by
the said Alexander Brown sr. thence south forty five degrees east two hundred
eighty rods more or less to a stake & stones on the top of the bank of the West River
aforesaid thence south fifty three degrees west nineteen rods thence south
seventy two degrees east nineteen rods to the River aforesaid thence the
various courses of the River up stream to the place of beginning to contain
ninety two acres or the one half of the said Alexander Brown sr. farm lot at
West River after deducting four acres for his sons George & Robert, Together
with all the buildings & improvements thereon ways, waters, watercourses,
woods, trees and appurtenances to the said premises belonging To Have
& To Hold the said premises hereby granted & sold unto him the said
Alexander Brown jr. his Heirs & Assigns to his & their own proper benefit
& behoof forever, And that he the said Alexander Brown jr. his Heirs
& Assigns shall and may at any time hereafter and at all times peaceably and
quietly enter into, have, hold, occupy, possess & enjoy the same & every part
thereof without any let, hinderance, molestation, eviction or disturbance
from or by any person or persons whomsoever claiming the same or
any part thereof, And that the said Alexander Brown sr. & his Heirs
doth give & convey the said land & premises & every part thereof to the said Alexander Brown jr.

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154 1/2

his Heirs and Assigns against the lawful claims and demands of all and every person or persons shall & will forever warrant and defend,

Provided always and it is the true intent & meaning of these presents and the parties thereto that if the said Alexander Brown his Heirs Executors and Administrators shall not in every particular conform to all, and comply with all and singular the covenants and agreements hereinafter made and entered into by the said Alexander Brown junr his Heirs and Assigns Executors and Administrators then and in such case these presents so far as they convey the said lands to him the said Alexander Brown junr, are to be void & of no effect; And be the said Alexander Brown senr. shall & may immediately upon the violation or breach of any of the said covenants of him the said Alexander Brown junr enter into & repossess the said lands and hold and enjoy the same as his own property, And all the right & title to the same of him the said Alexander Brown junr shall instantly cease And be the said Alexander Brown senr. his Heirs & Assigns, And be the said Alexander Brown junr his Heirs Executors & Administrators shall make up to the said Alexander Brown senr. all the loss, injury or damage which he may sustain or receive in consequence of the violation of any of the covenants of him the said Alexander Brown junr his Heirs, Executors or Administrators, And the said Alexander Brown junr for himself his Heirs & Administrators doth covenant & agree with the said Alexander Brown senr. in manner and form following, That is to say the said Alexander Brown junr shall during the natural lifetime of the said Alexander Brown senr. & Jane Brown his wife or the longest liver of them allow them comfortable house accommodation and the use of the orchard at the west side of the house they now reside in keep for them two sheep & the half keeping of one cow yearly and every year without decrease And to provide & deliver to them yearly and every year during their natural lifetime or the longest liver of them seven bushels of wheat, one hundred & twelve pounds of oat meal, six bushels of potatoes, six pounds of tea, twenty pounds of sugar, fifty pounds of beef, one & one half gallons of molasses, fourteen pounds of shelled barley, two pairs of shoes, six pounds of tallow, three pounds of tobacco, one pound two shillings & sixpence Nova Scotia currency in cash & to bear the one half of the expence of keeping them in stores and fuel and medical & other necessary attendance his brother John Brown bearing the other half

And also the said Alexander Brown junr to pay to his sister Margaret Brown the sum of seven pounds ten shillings

Nova Scotia currency in two yearly instalments viz three pounds fifteen shillings on or before the fourth of November eighteen hundred & fifty five & three pounds fifteen shillings on or before the fourth of November eighteen hundred and fifty six. If she the said Margaret Brown should become unable to work she is to receive the one half of her yearly maintenance from the said Alexander Brown jr during her inability. If she the said Margaret Brown chooses to leave her brother's house or give up her claim upon him then & in that case the said Alexander Brown is to pay to the said Margaret Brown the sum of ten pounds currency in two yearly instalments commencing from the time of her giving up her claim on him for her maintenance. But as long as she chooses to remain in the house of the said Alexander Brown jr & labour for him she is to be boarded & clothed by him. If the said Margaret Brown should survive her parents she is to have the use of the large room in the east end of the House which her parents now own.

In Witness whereof the party to these presents has hereunto subscribed & set his hand & seal the day and year first before written.

Signed Sealed & Delivered
in the presence of

across the lower half of D Graham

95 Rods thence to the Road 98 Rods

to the corner N. E corner of A Gains

land & W corner of Dow Graham

+ William Graham

Surveyed for W Graham

28 April 1869

Beginning of the Road

thence S 21° E 119

across the road 153

thence S 41° W 164

thence S 88° W 132

thence N 43° E 7

N 61° E along

the Road 16

511
55
59

angle

at the road 182

thence 9 links

164 98
118 164
279 262

376 324
118 164
279 262

262 116
376

town in

