

Dated ^{No 13} January 30th 1890

Ellison Collesbar
To

Brotherton W. Davidson

Assignment in Trust

to file

THIS INDENTURE made in Triplicate this ^{Thirtieth} day of ~~January~~ A.D. one thousand eight hundred and ninety - **BETWEEN** - Ellison Collishaw of New Glasgow in the County of Pictou and Province of Nova Scotia Grocer of the first part, Brotherton Martin Davidson of Halifax in the County of Halifax and Province aforesaid, Merchant, of the second part and the several persons firms and corporations who are creditors of the said Ellison Collishaw who shall become parties hereto of the third part

WHEREAS the said Ellison Collishaw is indebted unto divers persons in sums of money which he is unable at present to pay in full and in order to have his assets collected and faithfully applied he has agreed to execute these presents and assign all his personal estate and effects to the said Brotherton Martin Davidson upon the trusts and in the manner hereinafter set forth

NOW THEREFORE THIS INDENTURE WITNESSETH that the said Ellison Collishaw in pursuance of the said Agreement in consideration of the premises and of the sum of one dollar of lawful money of Canada to him in hand well and truly paid by the said Brotherton Martin Davidson at or before the ensembling or delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained assigned transferred and set over and by these presents doth grant bargain assign transfer and set over unto the said Brotherton Martin Davidson his executors administrators and assigns all and every his stock in trade consisting of one soda fountain cylinders biscuits harness and all other goods and chattels belonging to the said Ellison Collishaw and situate in New Glasgow aforesaid and all other property whatsoever and wheresoever situate (excepting such as is exempt from levy under execution) and also all drafts bills notes bonds bills of sale mortgage judgments specialties choses in action books of account book and other debts and securities for the payment of money now due or growing due belonging to the said Ellison Collishaw or to which he may be entitled **TO HAVE AND TO HOLD** the above granted and assigned stock in trade goods and other personal property and every part thereof unto the said Brotherton Martin Davidson his executors administrators and assigns - **IN TRUST NEVERTHELESS** for the uses and purposes following that is to say :-
To take possession of the said property and to sell and dispose of the same with all reasonable diligence either at private sale or at public auction and for the best prices that can be obtained therefor and to convert the same into money and also to collect all debts and demands hereby assigned and which may be collectable and out of the whole proceeds of the sales and collections
FIRST- To pay the reasonable costs and charges of this Assignment and other legal charges connect-

ed herewith already incurred and to be incurred for the carrying into effect of this assignment and the trusts hereby created also the lawful reasonable commissions charges and expenses of the said Brotherton Martin Davidson for his own time and labor and for the time labor of clerks agents or attorneys and for all and other purposes and matters necessary and incidental hereto

SECOND— To pay and discharge all lawful claims which are further liens encumbrances and charges upon the above assigned property or any part thereof

THIRD— To apply the residue and remainder of said proceeds in and toward the payment of the claims of such of the creditors of the said Ellison Collishaw as shall execute these presents within sixty days from the date hereof in proportion to the amount of their respective claims without any preference or priority whatever

FOURTH— And to apply the residue if any among the remaining creditors of the said Ellison Collishaw to the payment of their respective claims share and share alike

— And for the better and more effectual execution of these presents the said Ellison Collishaw doth hereby constitute and appoint the said Brotherton Martin Davidson his true and lawful attorney irrevocable with full power and authority for and on behalf of the said Ellison Collishaw and in his name or otherwise to do transact and perform all acts deeds matters and things which may be necessary in the premises and to the full execution of the said trusts demand sue for recover and receive of and from all persons the property debts or demands belonging or owing to the said Ellison Collishaw and to give acquittances and discharges for the same and to adjust settle compound and to submit to arbitration every or any debt owing to or by the said Ellison Collishaw upon such terms as he shall think advantageous or expedient and to sue prosecute defend and implead for the same and to execute acknowledge and deliver all assignments releases and satisfaction pieces necessary or proper for the execution of the trusts hereby appointed under the said Ellison Collishaw and to appoint one or more attorneys under him and at his pleasure to revoke such appointments hereby ratifying and confirming whatsoever the said Brotherton Martin Davidson or his substitute shall lawfully do in the premises

IN WITNESS WHEREOF the parties to these presents have hereunto their respective hands and seals subscribed and set the day and year first above written

Signed Sealed and Delivered
in the presence of

James F. Maclean

Ellison Collishaw
Brotherton Martin Davidson

Andrew Brotherton

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF PICTOU

I Ellison Collishaw of New Glasgow in the County of Pictou, Grocer, make oath and say as follows :-

I am the grantor mentioned in the accompanying assignment - That said assignment truly sets out the purposes for which the same was executed and the same was executed in good faith and not for the purpose of protecting the property therein mentioned against my creditors or of preventing my said creditors from obtaining payment of their claims against me

Sworn to at NewGlasgow
in the County of Pictou this
30th day of January A. D.
1890 before me

James F. [unclear]
Notary Public

Ellison Collishaw