

No 98 15A-21000

# AGREEMENT

BETWEEN

→ MILLER BROTHERS, ←

— AND —

Name, David Duncan  
engine driver

Date, Aug 26 1890

Residence, Stellarton Pictou Co NS

Style of 10 Barn Oxen

No of 24484

Payments due Nov 20 day of each 1890

for 30 Months

Value of .....

Amt. of 145 Compensation.

\$ .....

For Value Received,

..... hereby guarantee  
the payments of within lease at dates  
specified.

Witness 6 PM 27 Sept 1890  
John Ferguson  
Ref.

Witness .....

This Agreement, made by and between MILLER BROS., Middleton, Nova Scotia,

Merchants, hereinafter called the party of the first part and *David Duncan* of *Stellarton County of Pictou Engine driver* hereinafter called the party of the second part. Witnesseth: The party of the first part hereby demises, leases and rents to the party of the second part *One Farm Argon #10* No. *24484* for the period of *Thirty* months from the date hereof, for the consideration of the sum of

*One hundred & forty five* dollars paid in advance and the further sum of *One hundred & forty five* dollars, payable promptly at the office of the said **MILLER BROS.,** Middleton, Nova Scotia, as herein mentioned.

*Ten dollars to be paid in three months from date and five dollars to be paid every month till the whole amount is paid*

for which payments the said party of the second part has given to the said party of the first part certain promissory notes for \$ *145<sup>00</sup>* bearing even date herewith and payable *as aforesaid* months after date.

And the said party of the second part hereby agrees to use said *Argon* with all reasonable and proper care and pay for use thereof the said several sums above mentioned in the manner and at the times above specified.

In case the said party of the second part shall fail to make said payments at the times and in the manner as above stated or shall in any way violate any of the conditions herein, or in case the said party of the second part shall become insolvent or abscond from the Province of Nova Scotia or shall in anywise become involved so that the said *Argon* shall become liable to seizure for debts of the party of the second part or to distress for rent or shall attempt to sell or dispose of the same then and in such case the party of the first part shall be entitled to take immediate possession of the said *Argon* and all the rights of the party of the second part thereto shall wholly cease and determine.

And it is Further Agreed, by and between said parties that if the said party of the second part shall at any time within *thirty* months from this date pay to the said party of the first part the sum of *\$145<sup>00</sup>* dollars, the said party of the first part agrees on receipt of said sum to deliver to the said party of the second part one style *10 Argon* with a receipted bill of sale thereof; and notwithstanding any provision herein contained the said *Argon* shall remain the property of the said party of the first part until he otherwise hereafter dispose of it, and it is not to be removed from the present residence of the said party of the second part without full authority in writing from the said party of the first part.

In Witness Whereof, we have hereunto subscribed our names and affixed our seals, this *26* day of *August* 18*90*

SIGNED, SEALED AND DELIVERED

in presence of  
*Edna Morrow*  
On hiring by me

*Miller Bros per J. F. Morrow*  
*David Duncan*  
Agent  
from

MILLER BROS., of a I hereby release all claim and right of distress thereon for rent now due or hereafter to accrue due for house and premises

PROVINCE OF NOVA SCOTIA,

COUNTY OF *Pictou*

I, *Edna Morrow* of *New Glasgow* in the County of *Pictou*

make oath and say as follows:..

I am the subscribing witness to the within written or accompanying lease or agreement for sale and the same was signed and executed in my presence by the therein named Parties.

Sworn to at *New Glasgow* in the County of *Pictou* this *26* day of

*August*

A. D., 1890, before me

J. P.

*Edna Morrow*

*James Roy*

Ms 98 15A-2100D

AGREEMENT

BETWEEN

*MILLER BROTHERS,*

AND

Name, *David Dunson*  
*Engine driver*  
Date, *Aug 26 1890*  
Residence, *Hellarton Pictou Co. N.S.*  
Style of *10 Barn Byron*

No of *24484*

Payments due *Nov 2 day of each 1890*

for *30* Months

Value of

Compensation.

Amt. of *14.00*

\$

For Value Received,

hereby guarantee the payments of within lease at dates specified.

*Recd 6 P.M. 27 Aug 1890*  
*Edna Morrow*  
*Clk.*

Witness

PROVINCE OF NOVA SCOTIA,

County of

I, *J F Morrow* of *New Glasgow* in the County of *Pictou*, agent for the said *Miller Bros* party of the first part make oath and say as follows:..

1. I am the agent of the hirer, lessor or bargainer mentioned in the within written or accompanying lease or agreement for sale.

2. The said lease or agreement truly sets forth the agreement between the parties thereto and truly sets forth the claims, lien or balance due to the said hirer, lessor or bargainer, and was executed in good faith and for the express purpose of securing to said hirer, lessor or bargainer the payment of the claim, lien or charge thereon, at the times and under the terms set out in the said lease or agreement, and for no other purpose.

Sworn to at *New Glasgow* in the County of *Pictou* this *26* day of

*August*

A. D., 1890 before me

J. P.

*J F Morrow*