

Agreement of Sale
between Mrs Mitchell
and Mrs Mitchell

To
Messrs Macmillan & Co

1710-1810 H
Miss J. R. Mitchell
John H. Mitchell
John H. Mitchell

230

Province of Nova Scotia, Registrar of Deeds
Office, County of Pictou, 29th May 1902

I certify that the within instrument was duly re-
gistered at 10⁰⁰ of the above day in Book
Page 612-191-50 on the certificate

John H. Mitchell
Registrar

Case 81500

In consideration of the sum of one dollar of lawful money of Canada
to us in hand paid by Burnham and Howell Bankers, the receipt
whereof is here by acknowledged, We have bargained, sold, assigned, trans-
ferred and set over, and by these presents do bargain, sell, assign, trans-
fer and set over unto the said Burnham and Howell Bankers their heirs
~~and assigns~~ ^{the} ~~and assigns~~ written undertakers of above, and all our and each of our
estate, rights, title, interest, claims, property and demand of us and to the
heirs, executors, administrators and assigns therein mentioned and all
the privileges and rights therein contained which we and each of us now have
or may or can have by means of said undertakers or otherwise; subject
however to the debts and covenants in said undertakes contained
We Witness whereof we have hereunto subscribed our names and
affixed our seals this 14th day of March A.D. 1902
Signed and sealed in
presence of
John Green
Charles R. MacLennan
John W. Mitchell

I do certify that Charles A. MacLennan and John W.
Mitchell, the parties to the foregoing assignment, being called
and executed the same in my presence
Witness my hand this 15th day of March A.D. 1902
John Green
Notary Public

Nova Scotia

Thousand Eight Hundred and Ninety four
Between Anna B. S. Reighlin
of Cape John in the County of Pictou
of the First part and Chas
McLeman and John W. Mitchell of River John
in the County aforesaid of the second part
Witnesseth that the said party of the first
part for and in consideration of the cots
covenants and agreements hereinafter
mentioned received and contained on the
part and behalf of the said parties of
the second part their executors administrators
and assigns to be paid kept and performed
have granted demand and let unto the
said parties of the second their executors
administrators and assigns all that
certain lot or piece of upland and beach
situate lying and being on the North
shore of Cape John bounded and
described as follows viz Beginning
at a stake and stone near the bank
near the boundary line between
Ann B. S. Reighlin and Daul Salisbury
and running in an easterly direction
one hundred & fifty yards ^{to a stake and stone} along said Bank
& thence Thirty Eight yards south westerly to a
stake & stone & running thence one Hundred & fifty yards
North westerly to a stake & stone & thence North Easterly to the

To have and to hold the said above
mentioned and described premises with the
appurtenances unto the said parties of
the second part, their executors administrators
and assigns from the day of the date
of these presents for and during and
until the full end and term of ten
years thence next ensuing and fully
to be complete and ended yielding and
paying therefore unto the said party
of the first part her heirs or assigns
yearly and every year during said term
hereby granted the yearly rent or sum
of Fifteen Dollars of Lawful Money
of Canada on the ~~twenty~~^{twenty} Day of
August each and every year of
said term and Two days of shells.

And it is further agreed that the said
parties of the second part shall and
may during the continuance of this
demise, erect such buildings put
up such machinery and place all
such necessary equipments on said
demised premises as may be necessary
for successfully carrying on a Lobster
canning or other fishing business
That the said parties of the second
part shall and may during said
term use and occupy the Road
from main road along following line

That the said parties of the second part shall have the privilege and right to dig a well on the premises & have the free use of water from said well for the use of their factory

At the expiration of said Lease it shall be lawful for the said parties of the second part to take down take remove and carry away any and all buildings machinery and fixtures which they may have caused to be erected or placed upon the said demised premises during said term At the expiration of the said period of ten years the said party of the first part agrees to renew this demise for a further period of ten years as the said parties of the second part shall or may desire subject to the same rents conditions and agreements as in this demise reserved contained and agreed on

And the said parties of the second part of themselves and their heirs executors and administrators do hereby covenant and agree to and with the said party of the first part her heirs and assigns by these presents that the said parties of the second part their executors administrators or assigns shall and will yearly and

and every year during said term
hereby granted, well and truly pay
or cause to be paid unto the said
party of the first part her heirs or
assigns the said yearly rent above
referred on the days and in the
manner limited and prescribed aforesaid
for the payment thereof without any
deduction fraud or delay according
to the true intent and meaning of
these presents and obey and fulfil
the covenants hereinbefore contained
and that on the last day of the
said term the said parties of the second
part their executors administrators
or assigns shall and will peacefully
and quietly bear surrender and
yield up unto the said party of the
first part her heirs or assigns all
and singular the said demised premises
in as good state and condition as
reasonable use thereof will permit

In witness whereof the said parties to
these presents have hereunto their hand
and seal subscribed and set the day and
year first above written, *Anna B. S. Keightley*
Signed sealed & delivered in the presence of *her seal*
Baronnet Douthwright *Chas. H. Wetherman*
John W. Mitchell



Provee of Massachusetts
County of Peters & S.

I hereby Certify that Harriet Southwicks
Subscribing Witness to the foregoing instrument
made & set before me that the same was
Signed & sealed and executed in her presence
by the parties therein named.

Witness my hand & seal
at New York

26th January 1895

John McKee, J.P.