Articles of Agreement for Joseph Frederick Wallet Des Barres represented by Edward Barron

January 19, 1784

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Authors: Barron, Edward
Summary: For a Tract of Tracts of lands situate lying and being on the West side of the River Memerumock (sic) in the Country aforesaid" to be a townsite, farmlands, etc. Signed by Edward Barron, with the marks of Pierre Casey, Pierre Bellivoe, and Pierre Richare. Witnessed by Joseph DuCoin and Pierre Voutor.
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Nova Scotia ss


1st It is agreed that the said J.F.W. Des Barres for and in consideration of the covenants hereafter mentioned doth demise let unto Farm To the
above named persons and their lawful Issue, Heirs, and Assigns for ever a Tract or Tracts of lands situate lying and being on the West side of the River Memerumcok in the County aforesaid, being the property of the said J.F.W. Des Barres to consist of acres of Marsh and acres of Upland and being a part and comprehended within a Tract of Thousand Acres granted to said J.F.W. Des Barres as aforesaid —

2nd It is agreed that thirty acres be reserved on the place matt conveniently situated for erecting a Town and that the said Town be shaped and laid not agreeably to a plan now in possession of said Des Barres provided the Ground will render its execution practicable, and that each family have one lot.

3rd It is agreed that the said J.F.W. Des Barres do allow the customary price of the County for the Dikes, Aboideaus, and Drains; and the said aforementioned Tenants their Heirs, Administrators or Assigns shall keep and maintain good forever afterwards; at their own expenses and charge —

4th It is agreed that the said J.F.W. Des Barres his Heirs or Assigns will after the expiration of four years from the date hereof put unto the care and possession of the said beforementioned persons as much breeding or growing cattle of all sorts as the said persons shall be able to maintain on the said premises for the mutual advantage of both the said Parties —

5th It is agreed that the said Tenants shall have to themselves all the milk of the said breeding cattle and all the wool of the sheep and their Heirs for ever —

6th It is agreed that the said Tenants their Heirs, Administrators or Assigns shall well and truly yield yearly and every year when the Lambs shall be fall to the said J.F.W. Des Barres his Heirs and Assigns for his covenanted half part of the Increase of the said Cattle the following proportions viz. for every twelve
sheep six lambs but if the proportion of lambs should not exceed eight for every twelve sheep then the said Tenants their Heirs or Assigns shall yeild but five lambs to the said Des Barres his Heirs or Assigns and if the said twelve sheep should have but six lambs then the said Tenants shall yeild but four lambs to the said Des Barres his heirs or Assigns, and so on with all other battle.

7th It is agreed that if any of the said stock or of the Increase thereof should die owing to the negligence or fault of any of the said Tenants their Heirs or Assigns then shall the said Tenants their Heirs or Assigns be obliged to replace the same at his or their costs, but if by any accident any of the said stock should die or be lost, then it is agreed that it shall be replaced out of the undivided increase. —

8th It is agreed that the Increase of the Horses and of the horned kind be divided when about four years old every first day of September and the sheep increase when about one year and a half old.

9th That the said Tenants may at any Time have meat of their own to kill, they are hereby permitted to keep these head of Black Cattle for each of the above recited ten Tenements for their only use and profit; all the rest of the stock being kept for the mutual profit of both the above named parties, in the manner and at the date aforesaid.

10th It is agreed that the said Tenants their Heirs, Administrators or Assigns shall well and truly yeild one third part of all the sorts of grains that shall be raised on the hereby granted premises which they shall deliver clean and fit for market into the Ganary or Store or to the order of said Des Barres his Heirs or Assigns on or before the first day of Aprill following each crop —

11th It is agreed that the said Tenants their Heirs or Assigns shall sow yearly and every year a quantity not less than twelve Bushels of seed Wheat for Tenement —
12th It is agreed that in case any of the said Tenants shall choose to sell their Lease they shall offer the preference of the purchase to their Cotenants and in case that these decline purchasing that then the refusal thereof be given to the said Des Barres his Heirs or Assigns —

13th It is also agreed that if by any extraordinary high Tides some considerable Aboideaus or Dikes be broken or carried away this happening without any neglect of the said Tenants their Heirs or Assigns then and in that case the said Des Barres his Heirs or Assigns shall assist the said Tenants with provisions to enable them to repair the said Dikes or Aboideaus which provisions the said Tenants shall afterwards repay —

14th It is agreed that the said J.F.W. Des Barres do pay 15 Shillings to each of the aforementioned Tenants for Ploughs and a Whip Saw —

15th It is agreed that the said Des Barres his Heirs or Assigns advance thirty pounds of Hog’s lard and two Gallons of Rum to each of the aforenamed Tenants —

16th It is agreed that the said Des Barres his Heirs or Assigns shall be one half part of the expenses of building Mills for which he the said Des Barres his Heirs or Assigns shall receive one Quarter part of all the neat profit of said Mills or Mills —

17th It is agreed that the said Des Barres his Heirs or Assigns shall

shall preserve the exclusive right of working any mine or quarry on the premises paying the Tenants for all the damages they may thereby suffer —

18th It is agreed that the said Tenants their Heirs Executors Administrators or Assigns shall always pay all His Majesty’s Quit Rents and all Taxes Assessments or other Duties which may hereafter be laid by Government on the hereby granted Premises —
19th –

20th It is further agreed that the said Tenants shall declare as soon as conveniently can be done what quantity of Marsh they shall be able to improve for the mutual advantage of both Parties, in order that after the Said Des Barres his Heirs or Assigns shall have determined the same that the said determined proportion of Marsh Lands be granted to said Tenants their Heirs or Assigns for ever, on the conditions already abovementioned viz. That the said Tenants their Heirs or Assigns yielding to said J.F.W. Des Barres his Heirs or Assigns, one third part of all the grain and one half part of all the Increase of Cattle raised on the Premises granted —

21st It is agreed that the said Tenants their Heirs & Assigns shall yeild to said Des Barres hif Heirs or Assigns one third part of all the Swine or Pork they shall kill —.

To the performance of all which clauses articles Covenants and agreements, aforesaid each one of the said several before named do hereby bind themselves. that is to say the said Pierre Casey, Joseph Casey, Joseph Gogan Junior, Joseph Landry, Pierre Bellivoe, Michael Basterach, Joseph Basterach Joseph Gervior, Charles LeBlanc, Baptist Godet, Joseph LeBlanc Pierre

Pierre Godet, Marturin Godet, Joseph Grange, John Godet, John Godet junior, Pierre Richare, Joseph Richare, John Richare, Pierre Leger, James Leger, John Richare Junior, Michael Richare, Joseph Richare Junior, Joseph Leger, Basile Richare, Paul Babineau, John De Rock bind themselves their Heirs Administrators and Assigns with the said Joseph Frederick Wallet Des Barres his Heirs and Assigns unto each other in the Penal sum of three hundred pounds to be recovered from any of the abovenamed persons failing to perform their part in the above agreement; in witness whereof the said parties have hereunto set their hands and seals the day and year first
herein —

his Edward Barron ( LS )
Pierre Casey ( LS ) Attorney for
mark J. F. W. Des Barres —

his
Pierre Bellivoe ( LS )
mark

his
Pierre Richare ( LS )
mark

The above three men declare that they were deputed
by the others herein named, that they mean to abide by
the agreement which they shall make until an opportunity
offers for their signing this themselves —

Signed sealed and delivered
in presence of

Joseph Du Coin
his
Pierre Voutor
mark