

of and of the second part. Witnesseth that whereas the said deceased in his life time and the said party of the second part did enter into an agreement which is in the words and figures following To wit Memorandum of an agreement made between Joseph Forsyth of the one part and Benjamin W Thompson of the other part For the Consideration herein after mentioned. Joseph Forsyth agrees to sell to B W Thompson One undivided Eighth part of all the Bagdad Steam Mills mill property as it is owned jointly between himself E E Simpson J A Simpson & Benj Overman. Consisting of lands, Mills & all the Machinery tools, implements &c in actual use and employed in the prosecution of the business saving and reserving the individual received property belonging to either of them and also one Eighth interest in all the stock of Lumber Timber &c which remained in hand on the 31 day of December 1851 of which an inventory is duly prepared with valuation by agreement aforesaid & recorded in the Books of the Concern a copy of which is to be furnished said Thompson. The right and interest in all the aforesaid property to Commence and date from and after the 31<sup>st</sup> day of December 1851.

Benj W Thompson agrees to pay said Joseph Forsyth for the one Eighth interest in the Mill property as above decided the sum of Sixty two hundred & fifty dollars with interest at the rate of Eight per cent per annum from the 1<sup>st</sup> Jan'y 1852 until Paid. He also agrees to pay said Forsyth within twelve months from the first of January 1852 without interest One Eighth part of the amount of said Inventory according to the value appraised and approved as correct by Wm Egel E Simpson and John A Simpson which inventory (not being now fully completed) is to be made up finished & the total amount ascertained as speedily as possible and moreover it is agreed that upon the final payment of the aforesaid amounts by B W Thompson to Joseph Forsyth he the said Forsyth bind himself his heirs and assigns to execute a deed of the same in due form. Witness our hands this fifth day of Jan'y 1852

Witness

E E Simpson

Joseph Forsyth

B W Thompson

And whereas the said Joseph Forsyth having died before the fulfilment of said agreement according to the tenor and effect thereof and before the execution of the Conveyance therein provided for and the said Benjamin W Thompson having fully completed on his part with said agreement by having fully paid off and discharged the said sum of money named and set forth in said agreement for him to pay together with the said interest thereon. Therefore by the authority of law in us vested as Testamentary Executors aforesaid we the said party of the first part for and in consideration of the premises and the said sum of money in the said agreement specified paid by the said party of the second part. The receipt whereof is truly acknowledged and confessed have granted bargained sold conveyed and confirmed and