

Sarah Wilgoe to carry out the provisions of the will of the said Bamister Stone so as to save him and his heirs, administrators and executors harmless from all responsibility whatever on account of the said Estate from the time of the death of the said Bamister Stone or the legatees under this will or their heirs and representatives or any other person or persons whatsoever. I the said parties of the second part do further agree to receive from the said Sarah Wilgoe all funds which she may have in his possession as Executor or Trustee for Asher Stone under the will of the said Bamister Stone and to save him and his heirs harmless from all responsibility to the said Asher Stone on account of the same. And they further covenant and agree to manage the said legacy given in the will of the said Bamister Stone to the said Asher Stone according to the provision of the said will or in some other mode more satisfactory to the said Asher Stone. They likewise covenant and agree to take possession of the property which was in the hands of the widow of Bamister Stone at his death belonging to this estate and divide out the same according to the provision of the Will or in some other mode more satisfactory to the legatees. The said parties of the second do further covenant and agree with the said Josiah Wilgoe the party of the first part, to save him and his heirs Executors and administrators harmless from all responsibility on account of the estate of Bamister Stone deceased to the minor children of the late Mrs William Goldsmith who was the daughter and Legatee of the said Bamister Stone and they do further covenant and agree to save the said Sarah Wilgoe harmless from all demands which Andrew Stone may have against him as Executor of the said estate on account of the legacy given Asher Stone in the said will and in certain contingencies to the said Andrew Stone.

And it is further covenanted and agreed between the parties of the first part and the parties of the second part that the Bill in Equity filed by the said Josiah Wilgoe against Asher Stone and Andrew Stone shall be made a final settlement and the parties of the second part do covenant and agree jointly and severally for themselves and their heirs Executors and administrators to and with the said Sarah Wilgoe to inform all every part of their covenant agreement and the said Josiah Wilgoe on his part to inform his heirs executors, administrators to perform and carry out all and every part of this stipulation herein mentioned.

In Testimony whereof we have set our hands
seals in the presence of

The Stockman
B. F. Wilgoe

Josiah Wilgoe *Seal*
Wm Goldsmith *Seal*
D F Stanley *Seal*
A J Stone *Seal*
Josette Stone *Seal*

Received Mar 9th 1855 of Josiah Wilgoe his note of hand due one day after for forty five hundred and twenty four dollars and also the other note for one hundred dollars with interest from the 1st April last which several sums amounts to the full amount in the hands of Josiah Wilgoe exec of Bamister Stone which would have been going to James