

A

In Chancery.

BETWEEN THOMAS PATON,

PLAINTIFF,

AND

**ABRAHAM KERBY AND MATTHEW WILLIAM PRUYN, BY BILL, AND
CHARLES HAMMILL AND OTHERS, MADE PARTIES IN THE MASTERS
OFFICE,**

DEFENDANTS.

Particulars and Conditions of Sale of Lands and Premises to be sold by Mr. WILLIAM MATHEWS, in the Court House, in the Town of Brantford, on FRIDAY, THE SEVENTEENTH DAY OF AUGUST, 1860, at the hour of twelve o'clock noon, in pursuance of the Decree and Order for Sale in this Cause.

The Estate consists of the Grist Mill known as the "KERBY CRIST MILL," together with all the land lying south of West Mill Street, bounded westerly by the lands of Abraham K. Smith, and extending to the foot of Church Street, including and comprehending the two Islands know as the "KERBY ISLANDS," situate and lying in front of and southerly of West Mill Street aforesaid.

CONDITIONS OF SALE.

1. No person shall advance less than two pounds at any bidding under £100, nor less than five pounds at any bidding over £100; and no person shall retract his bidding.
2. The highest bidder shall be the purchaser, and if any dispute arises as to the last or highest bidder, the property shall be put up at a former bidding.
3. The parties to the suit are to be at liberty to bid excepting the Vendor.
4. The purchaser shall at the time of sale pay down a deposit, in the proportion of ten pounds to every hundred pounds of his purchase money, to the Vendor or his Solicitor, and shall pay the remainder of his purchase money within nine weeks thereafter, and upon such payment the purchaser shall be entitled to the conveyance and to be let into possession. The purchaser at the time of such sale, to sign an agreement for the completion of the purchase.
5. The purchaser shall have the conveyance prepared at his own expense, and tender the same for execution.
6. If the purchaser shall fail to comply with the conditions aforesaid, or any of them, the deposits and all other payments thereon shall be forfeited, and the premises may be resold, and the deficiency, if any, by such resale, together with all charges attending the same or occasioned by the defaulter, shall be made good by the defaulter.

E. B. WOOD,

PLAINTIFF'S ATTORNEY.

JNO. CAMERON,

MASTER AT BRANTFORD.

I agree to purchase the Property mentioned in the annexed particulars for the sum of *one thousand*
no account, pounds. —
and upon the terms mentioned in the above conditions of sale.

WITNESS:

George S. Murray

James
