

THE
NEW BRUNSWICK
MUSEUM

that the property sold is believed to be held under the abstracted title, and no objection or requisition shall be made or found upon any variance between the present measurements, and the quantities (if any) stated in the abstracted muniments.

7. ~~X~~—If the purchaser shall, consistently with these conditions, require an abstract, or the production of any deed or document not in the possession of the vendor or his solicitors, or any office, attested, or other copy of, or extract from any deed or document, whether in such possession or not, whether for the purpose of verifying the abstract, or of accompanying or completing the title or otherwise, or any affidavit, statutory declaration, certificate, or other evidence, or any further information as to the said title of the City Bank and Dresser, than the abstracting of the Bill and Order for Sale, and any subsequent orders, the expense of complying, or endeavouring to comply with every such requisition, including the expense of obtaining a conveyance or vesting order of or us to, or order to convey any legal estate, shall be borne by such purchaser, who shall also bear all expenses attending the stamping or re-stamping (if necessary) of any unstamped or insufficiently stamped muniments or other documents of title, should any such there be, and of all searches, enquiries, and journeys for any of the above purposes. The purchaser shall not require from any conveying party any other covenant than a covenant that such party has not incumbered, or require for any purpose the concurrence of any person in respect of any beneficial interest bound by the order for sale, or require any such order to be enrolled.

8. ~~X~~—The purchaser is to pay the remainder of his purchase-money to the said Receiver, ~~as directed by the Court of Chancery, by any order which may be made in the said suit on or before the 15th day of May next~~ and if the same is not so paid, then the purchaser is to pay interest thereon at the rate of £5 per cent. per annum from the said ~~15th~~ day of ~~August~~ ^{15th} ~~1880~~ ^{May next} to the day on which the same is actually paid, deducting property tax. Upon the purchaser paying all monies payable by him, he is to be entitled to possession as from the said ~~15th~~ day of ~~August~~ ^{15th} ~~1880~~ ^{May} down to which time all outgoings are to be paid by the vendor, and for the purposes of this condition such outgoings, if the circumstances so require, shall be apportioned. ~~But if the purchaser shall pay the remainder of this said purchase-money before the said 15th day of May, then he shall be entitled to possession as from the date of such payment, down to which time all outgoings are to be paid by the vendor and apportionment made if necessary.~~

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LASTLY.—If the purchaser shall not pay his purchase-money at the time above specified, or at any other time which may be named in any order for that purpose, and if all other respects perform these conditions, an order may be made by the said Judge, upon application at Chambers for the resale of the property and for payment by the purchaser of the deficiency (if any) in the price which may be obtained upon such resale, and of all costs and expenses occasioned by such resale.

9. Without prejudice to the rights of either party under this Contract the Vendor shall at any time after the Confirmation of this Contract allow the purchaser whom he deems it to take possession of the said property for the purpose of preserving it from depreciation and shall furnish him with full authority for that purpose but in such case the purchaser shall pay interest upon the balance of the purchase money at the rate of ~~5 per cent~~ ^{5 per cent} ~~per annum~~ ^{per annum} ~~from the date of his taking possession until the full payment thereof.~~ ^{—aforeward from the date of his so taking possession.}

10. Upon payment of the whole of the purchase money the Vendor will procure all proper parties to convey the property to the purchaser or to such persons as he shall direct.

MEMORANDUM.

I James Stewart of Liverpool as agent for ~~James Stewart~~ ^{E Knight of St John New Brunswick CB} hereby acknowledge, that ~~at the sale by auction this~~ ^{as agent} I am the ~~only~~ ^{sole} purchaser of the property mentioned in the foregoing particulars, I was the highest bidder for and was admitted the purchaser, subject to the foregoing conditions of sale, at the price of £3025 --- Sterling and that I have paid the sum of £302 --- by way of deposit and in part payment of the said purchase money to and hereby agree to pay the remainder of the said purchase money and complete the said purchase according to the aforesaid conditions, and subject to the approval of the Judge to whose Court the said ~~Suit of City Bank & Dresser is attached.~~

I ratify this sale and acknowledge the receipt of the said deposit of £302



James Stewart
Receiver

Feb 10 - 1871