

# CHANCERY RE-SALE OF TOWN LOTS! IN BRANTFORD.

## IN CHANCERY.

BETWEEN James Sumler, - - - - - Plaintiff.

AND

Abraham Kerby, Charles Hammill, Charles Hutchinson, Walter Capron, John H. Moore, William Muirhead, Frederick D. Jenkins, Charles Whitlaw, George Black Wylie, The Bank of Montreal, Thomas Cockburn, Kerr and John Brown, Daniel Brooke, Allen Cleghorn, The Bank of Upper Canada, William Darby, The Bank of British North America, Morritz Howell, Matthew M. Pruyn, and David Curtis, by Bill, and Benjamin F. Sheppard, The Commercial Bank of Canada, Thomas Patton, Assignee of James Coleman, Neil McBride, Hugh Batson and James McMichael, made parties in the Master's Office, - - - - - DEFENDANTS.

In pursuance of the Decree and of an Order, made in this cause and dated respectively the Eighth day of June, 1859, and the Eleventh day of October, 1861, and with the approbation of the undersigned Master of the Court of Chancery at Brantford, the following real estate will be sold by

# PUBLIC AUCTION!

By William Mathews

At his Office, Market Street, in the TOWN OF BRANTFORD,

ON THURSDAY, the Second day of APRIL next,

AT TWELVE O'CLOCK, NOON.

In two lots, the following valuable property. The first consisting of Lot No. Twenty-nine on the north side of Dalhousie Street, in the said Town of Brantford, containing one-fifth of an acre of land more or less, and upon which is erected a neat frame cottage; the second, consisting of lot number Thirty on the north side of said Dalhousie Street, in the said Town of Brantford, containing one-fifth of an acre of land more or less, upon which there is also erected a neat Frame Cottage.

The purchaser or purchasers, is or are, at the time of sale to pay down a deposit of Ten Pounds for every One Hundred Pounds of his or their purchase money to the Commercial Bank of Canada, Assignees of the defendants, Charles Hutchinson, the Vendors, or their Solicitor, and to pay the balance on the Second day of May following, when the purchaser or purchasers, is or are to be entitled to a conveyance. The parties to this suit, with the exception of the Vendor, are to be at liberty to bid. The purchaser or purchasers shall have the conveyance or conveyances, prepared at his, her or their own expense and tender the same for execution.

In other respects the Conditions of Sale are the standing Conditions of Sale of the Court of Chancery. Particulars and Conditions of Sale may be had at the Law Office of E. Jones Parke, Esquire, in the City of London, Messrs. Brooke & McKenzie, and Graeme M. Wilson, Esquire, in the Town of Brantford, and Charles McGrath, Esquire, in the city of Toronto, and at the Chambers of the undersigned, in the said Town of Brantford.

Dated this 24th day of February, 1863.

**E. JONES PARKE, London.**

Solicitor for the Commercial Bank of Canada, Assignees of Charles Hutchinson, the Vendor.

**John Cameron,**

["EXPOSITOR" PRINT.

Master in Chancery at Brantford.