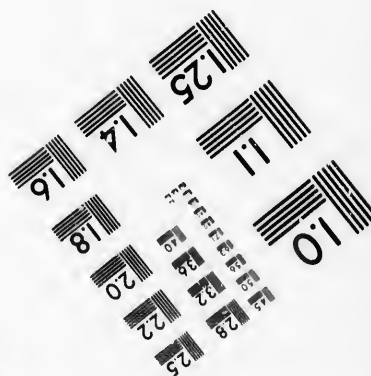
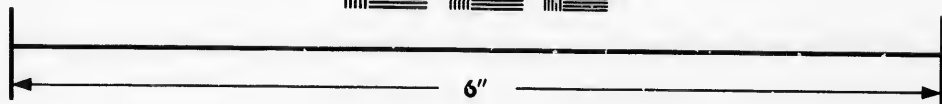
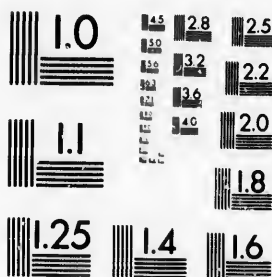


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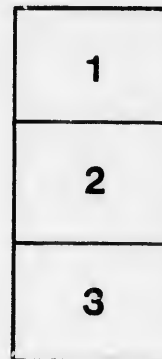
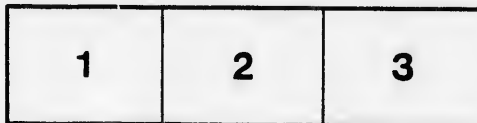
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In Chancery (CITY BANK AND OTHERS,
v. DRESSER AND OTHERS.)

NEW BRUNSWICK.

PARTICULARS AND CONDITIONS OF SALE.

OF AN IMPORTANT AND VALUABLE

FREEHOLD PROPERTY

KNOWN AS

THE LANCASTER MILLS ESTATE,

CONSISTING OF ABOUT

32,000 ACRES.

Advantageously situate about 14 Miles from the

CAPITAL CITY, ST. JOHN'S,

AND CLOSE TO THE

IN THE BAY OF FUNDY.

To be Sold by Auction, by Messrs.

VENTOM, CLARKE & BULL

IN CONJUNCTION WITH

Messrs. WINSTANLEY & HORWOOD,

At the Mart, Tokenhouse Yard, Lothbury, London,

On **THURSDAY, MAY 21st, 1868,**

AT ONE FOR TWO O'CLOCK, IN ONE LOT,

Pursuant to an Order of the High Court of Chancery.

Messrs. LINKLATERS, HACKWOOD & ADDISON, 713

Solicitors,

7. WATERLOO, E.C.

Rev. Judge, Printer, 9, 10, 11, Pallwood's Bents, Holborn, London.

NEW BRUNSWICK
MUSEUM

In Chancery, { CITY BANK AND OTHERS,
DRESSER AND OTHERS.

NEW BRUNSWICK.

PARTICULARS AND CONDITIONS OF SALE

OF AN IMPORTANT AND VALUABLE

FREEHOLD PROPERTY,

KNOWN AS

THE LANCASTER MILLS ESTATE,

CONSISTING OF ABOUT

32,000 ACRES,

Advantageously situate about 14 Miles from the

CAPITAL CITY OF ST. JOHN'S,

AND ABOUT FIVE MILES FROM THE

ANCHORAGE OF MUSQUASH HARBOUR,

IN THE BAY OF FUNDY.

To be Sold by Auction by

MESSRS. VENTOM, CLARKE & BULL,

IN CONJUNCTION WITH

MESSRS. WINSTANLEY & HORWOOD,

AT THE MART, TOKENHOUSE YARD, LOTHBURY, LONDON,

ON THURSDAY, MAY 21, 1868,

AT ONE FOR TWO O'CLOCK, IN ONE LOT,

Pursuant to an Order of the High Court of Chancery.

Descriptive Particulars, with Plans and Conditions of Sale, may be obtained in New Brunswick of Mr. WILLIAM THOMPSON, Ship Broker, St. John's; and of Messrs. GRAY & KAY, Solicitors, St. John's; and in London of Messrs. LINKLATER, HACKWOOD & ADDISON, Solicitors, No. 7, Warbrook, E.C.; of Messrs. COTERILL & SONS, Solicitors, No. 32, Throgmorton Street, E.C.; of Messrs. MACKENZIE, TREHERNE & TRINDER, Solicitors, No. 77, Gresham House, Old Broad Street, E.C.; of Messrs. ELSLIE, FORSYTH & SIDGWICK, Solicitors, No. 27, Leadenhall Street, E.C.; of FREDERICK MAYNARD, Esq., the Receiver appointed by the Court of Chancery, No. 19, Broad Street, Cheapside, E.C.; of Messrs. WINSTANLEY & HORWOOD, Auctioneers and Estate Agents, No. 10, Paternoster Row, St. Paul's, E.C.; and of Messrs. VENTOM, CLARKE & BULL, Auctioneers and Surveyors, No. 8, Bucklersbury, E.C.

Particulars.

A VALUABLE

FREEHOLD ESTATE,

KNOWN AS

The Lancaster Mills Estate,

Advantageously Situate about Fourteen Miles from the

CITY OF ST. JOHN'S,

NEW BRUNSWICK,

AND ABOUT

Five Miles from the Anchorage of Musquash Harbour,

IN THE BAY OF FUNDY.

IT COMPRISES ABOUT

50 Square Miles, or 32000 Acres of Land,

PARTLY COVERED WITH

FORESTS OF SPRUCE, LARCH, CEDAR, BIRCH, AND OTHER TREES.

This important Property lies within 65 and 68 degrees of West Longitude, and 45 and 48 North Latitude. The High Road between St. John's and St. Andrew's passes near to the Property, and the numerous Lakes on the Estate (some of which are of considerable extent—the principal one, Loch Alva, covering at High Water about 1800 acres), communicate with the River Musquash, leading to the Anchorage of Musquash Harbour, in the Bay of Fundy. The Water Power is of great magnitude, and particularly valuable for the Manufactures carried on on the Estate, especially of Lumber, which forms the principal item of export from the Colony. Ships are also built here equal in beauty, durability and speed, to any wooden vessels, and obtain the highest classification at Lloyd's, and the best prices in the English Market.

ON THE ESTATE ARE

THE TIMBER SAWING MILLS,

WITH

ABUNDANT WATER PRIVILEGES,

AND THE

PLANT AND MACHINERY,

Principally consisting of two Gangs of Saws, one Single Saw, two Circular Edging Saws, three Circular Cross Cut Saws, one Circular Trimming Saw, one Shingle making Machine, and two Lath or Picket Machines, the whole of which are driven by

Two Water Wheels of 25-ft. Diameter and 10-ft. Face.

The supply of Water is abundant, the average cutting being about

900,000 SUPERFICIAL FEET OF DEALS, BATTENS, &c.
PER MONTH.

THERE IS ALSO

A WOODEN MILL STORE,

With good Cellars and Office attached, with appropriate Fixtures.

The other Buildings on the Estate are 21 in Number, including a School House, &c.

THE SHIP YARD,

Is advantageously situated, with Buildings, &c.

THE DAMS ON THE VARIOUS STREAMS

Add also much to the Business Capabilities of the Estate.

The foregoing description applied to the property Condition of the property in the year 1868 but the purchaser is to take the property in its present state and shall not make any objection in respect of any such buildings or machinery not being in existence or being out of repair nor shall he require any compensation in respect thereof -

The following Schedule of the Boundaries and Contents of the various tracts of Land will, with the appended Plan, afford a description of the Estate:—

ALL THE
MILL AND ESTATE,
COMMONLY CALLED THE
LANCASTER MILL PROPERTY,

Described as follows:

FIRST,

A TRACT OF LAND,
SITUATE IN THE
PARISHES OF LANCASTER & WESTFIELD,
IN THE COUNTIES OF ST. JOHN AND KINGS,
IN THE
PROVINCE OF NEW BRUNSWICK,

Described as follows, to wit: beginning at a cedar stake, placed at the Westerly Angle of lot number four in the Parish of Westfield, King's County, granted to ALEXANDER REED, Senior, and thence running by the magnet along the Southerly Side of a reserved road west, one hundred and eighty chains of four poles each, and seventy-six links to a cedar stake, marked LMCCW, thence along the Easterly Side of another reserved road south, three hundred chains (crossing Labrador Lake), to a marked spruce stake, thence along the Southerly Side of another reserved road north, seventy-five degrees west, two hundred and six chains (crossing Sherwood Lake near its outlet), to a marked cedar, thence along the Easterly Side of another reserved road south, fifteen degrees west, two hundred chains to a marked spruce tree, thence along the Northerly Side of another reserved road south, seventy-five degrees east, one hundred and one chains, to a marked spruce tree, thence along the Easterly Side of another reserved road south, fifteen degrees west, one hundred and fifty-seven chains, thence south, seventy-five degrees east five chains and eighty-eight links to a marked spruce tree, thence east, forty chains to a marked cedar stake, thence south, one hundred and thirty chains to a marked spruce tree, standing on the Northerly boundary line of land granted to JOHN MOUNT and Associates, thence along the said boundary line north, seventy-two degrees east, one hundred and four chains and eighty-four links, to a marked fir tree, standing in the north-east angle of lot number eight in the said grant to JOHN MOUNT and Associates, thence along the Easterly lateral line of the said lot, number eight south, eighteen degrees east, fifteen chains to a marked fir tree, thence north, seventy-two degrees east, twenty-two chains (crossing the north-east branch of the Musquash River,) to a marked maple tree, thence south, eighteen degrees east, eighty-seven chains and fifty links to a marked spruce tree, thence north, seventy-six degrees east, two hundred and eighteen chains, to a marked pine tree, thence north, one hundred and forty chains to a marked white birch tree, thence east, one hundred and ninety chains and thirty-seven links to a marked spruce tree, standing in the Westerly boundary line of land granted to JOHN

MENAMARA, thence along the said boundary line north, five degrees west, eleven chains and fifteen links to its termination, thence east, seventy-six chains and sixty-seven links to a marked fir tree, standing on the north-east angle of the last mentioned grant, thence south, three degrees east, twenty-five chains and twenty-two links, thence east, one hundred chains to a cedar stake, standing on the Westerly boundary line of lot number thirty granted to JOHN VANDEPUTTAN, thence north, three degrees west, eighty-six chains and sixty-two links to a marked stake, thence north, eighty-eight degrees west, forty-three chains and fifty links to the Easterly boundary line of the lands granted to JOHN CLARKE, thence along the said line south, five degrees east, twenty-seven chains and sixty-seven links to a marked yellow birch tree at the termination thereof; thence west, one hundred and ten chains to a marked spruce stake, thence north, fourteen degrees west, eighty-three chains and fifty links to the Southerly boundary line of land granted to JAMES JOYCE, thence along the said line west, thirty-four chains and fifty links to its termination; thence north, fifteen chains to the Southerly boundary line of land granted to EDWARD NELSON, thence along the said line west, seven chains and fifty links to its termination; thence north, seventeen degrees and thirty minutes west, forty-five chains and fifty links to the Southerly boundary line of land granted to MICHAEL GIBSON, thence along the said line west, twelve chains and ninety-five links to its termination, at a marked cedar stake, thence north, eighty-nine chains to a fir stake, placed in the north-west angle of land granted to MARTIN REARDIN, thence east, one hundred and one chains to another fir stake, placed in the Westerly boundary line of land granted to BENAMIN COLE, thence along the said boundary line north, twenty-eight degrees east, eleven chains to the Southerly boundary line of lands granted to WILLIAM McCORDICK, thence along the said boundary line west, twenty-eight chains to its termination; thence north, sixteen degrees east, sixteen chains to a reserved road, thence west, five chains, thence to and along the Westerly boundary line of land, located to NATHANIEL O'DONNELL, north, forty chains to a spruce stake, placed in the Southerly boundary line of land granted to GEORGE ELLIOTT, thence along the said boundary line west, fifty-two chains to its termination, at a spruce stake, thence north, thirty-eight degrees west, forty chains to a spruce stake placed in the north-west angle of land, granted to EDWARD TOBIN, thence along the northerly boundary line of the said land east, thirty-four chains, thence north, thirty-eight degrees west, fifty-eight chains to a spruce stake, thence east, seventy-five chains, thence north, thirty-eight degrees west, twenty-three chains, thence west, one hundred and eighty-nine links to a spruce stake, placed in the south-west angle of the Westfield Glebe lot granted to PENELOPE and SARAH WAINLOW, thence north, forty-five chains to the north-east angle of the Westfield Glebe lot thence east, thirty-four chains to a cedar stake, thence north, forty degrees and thirty minutes east, one hundred and seventy-seven links to a spruce stake, thence along the rear boundary line of land granted to PETER LINGLEY, north, fifty-one degrees west, twenty-eight chains to a spruce stake, thence north, thirty-seven degrees east, eight chains and thirty-three links to another spruce stake, thence along the rear line of land granted to JOSEPH and ABRAHAM LINGLEY, north, fifty-one degrees west, one hundred and seven chains (more or less), to the south east boundary line of land granted to PETER REID, thence along the last mentioned boundary line south, thirty-eight degrees west, forty-three chains and thirty-three links, more or less to its termination, at a cedar stake placed on the south-west bank or shore of Robin Hood Lake, near its outlet, and thence along the rear line of land, granted to the said PETER REID, and its prolongation north, fifty-two degrees west, one hundred and one chains to the place of beginning, the said tract containing

THIRTY-TWO THOUSAND ACRES,

more or less, (exclusive of allowance for a road around each one thousand acres, and an allowance for the land covered by the waters of the chain of Musquash Lakes) and being distinguished as

INGLEWOOD MANOR.

SECOND,

And also all that certain other

TRACT OF LAND,

SITUATE IN

THE PARISH OF LANCASTER,

IN THE COUNTY OF ST JOHN.

Originally granted by the Crown to CALVIN L. HATHERWAY, by letters patent under the great Seal of the Province of New Brunswick, bearing date the third day of October, in the year of our Lord one thousand eight hundred and thirty-four, and in the said letters patent described as follows:—Beginning at a marked birch tree, standing in the North Western Angle of lot number two, granted to JOHN MORSE, thence running by the magnet north, seventy-four degrees east, twenty-three chains of four poles each, thence north, twenty degrees west, eighty-seven chains and fifty links, thence south seventy degrees west, twenty-two chains and fifty links, and thence south twenty degrees east, eighty-four chains and fifty links, to the place of beginning, containing,

TWO HUNDRED ACRES

(More or less.)

THIRD,

ALL THAT

TRACT OF LAND,

IN

THE PARISH OF LANCASTER

AFORESAID,

Being a certain portion of the lot known as numbered seven, Irrell's survey in the grant thereof to JOHN MORSE, heretofore conveyed by MOSES H. PERLEY and JANE, his wife, by indenture bearing date the third day of May, in the year of our Lord one thousand eight hundred and thirty-six, to the Lancaster Mill Company, and therein described as follows:—Beginning on the Western bank of the Musquash stream at the extremity of a point of rocks, marked, LM, thence running by the magnet south, seventy-two degrees west, thirty-nine rods and ten links to a spruce stake in the eastern line of a reserved road, of three rods in width, thence north, eighteen degrees west, along the eastern line of the said road, forty rods and six links to a stake and stones, standing in or near a small water course, thence north, sixty-four degrees east to another point of rocks, on the Western bank of the said Musquash stream, thence following down the several courses of the said stream to the place of beginning. The said portion of land containing by estimation

SIX ACRES,

Be the same more or less, together with a right of way at all times over a reserved road of three rods in width, along the western line of the portion of land last above described, and thence following the westerly line of the said lot, number seven, until it meets the great road leading from St. John's to St. Andrew's.

FOURTH.

All those certain

PIECES OR PARCELS OF LAND AND PREMISES

IN THE

PARISH OF LANCASTER,

Being part of the lands and premises heretofore granted by the Crown to the late JOHN MOUNT, which were heretofore conveyed by GERVAISE CLOVES CARMAN and ELIZA A.V., his wife, to the Lancaster Mill Company, by indenture bearing date the first day of August, in the year of our Lord one thousand eight hundred and thirty-six, and therein described as follows:—First, a tract of land containing, by estimation, two hundred acres be the same more or less, being part of the lots known by the numbers seven and eight in the aforesaid grant, and bounded as follows:—Beginning on the Eastern Side of the east branch of the Musquash River, now called the Lancaster stream at the mouth of Waldrons Brook, thence running north, seventy-two degrees, thirty minutes east, nine chains of four poles each to a cedar stake standing on the east line of the said lot, number eight, thence north, seventeen degrees thirty minutes west, crossing the branches of the said Lancaster stream and a small island lying therein, to the rear line of the said lot, number eight, thence south, seventy-two degrees and thirty minutes west along the said rear line, fifteen chains to the Eastern Side line of lot number seven, thence south, seventy-two degrees and thirty minutes east, along the said side line to the Lancaster stream, thence following down the several courses of the said stream on the Western Side, at the distance of one rod from the bank or shore thereof to the falls, at the head of the tide, thence crossing the said stream to the eastern shore thereof, at a part now known as the Mill Island, and thence following the southern shore of the said island, and the eastern bank of the said stream their several courses and distances to the place of beginning. Also a certain other piece or portion of land, of four rods in width above ordinary high water mark, along the eastern shore or bank of the said Lancaster stream, and following its several courses, commencing at the mouth of Waldrons Brook aforesaid, and terminating at the northern or upper side line of the great high road leading from St. John to St. Andrew's; also a certain other piece or portion of land on the southern or lower side line of said high road, commencing at a stake on the bank of the stream near the eastern end of the bridge, thence running north, sixty-four degrees east, three chains to another stake, thence south, twenty-six degrees east, five chains and thirty-eight links to another stake, thence south, sixty-four degrees west, three chains to another stake on the bank of the stream and thence north, twenty-six degrees west to the place of beginning, containing

ONE ACRE.

Be the same more or less.

Together with all and singular the Mills, Milldams, Messuages, Buildings, Erections, Improvements, Lakes, Ponds, Steams, Fishings, Ways, Waters, Water-courses, Rights, Liberties, Hereditaments, and Appurtenances whatsoever, unto the said several Tracts, Pieces, Parcels, or portions of Land and Premises, belonging to or in anywise appertaining.

CONDITIONS OF SALE.

- 4.—No person is to advance less than £20 at each bidding.
- 7.—The sale is subject to a reserved price, which has been fixed by the judge to whose Court this cause is attached.
- 11.—The purchaser is at the time of sale to subscribe his name and address to his bidding (in the bidding paper), and the abstract of title, and all written notices and communications and summonses are to be deemed duly delivered to and served upon the purchaser, by being left for him at such address, unless or until he is represented by a solicitor.

1. 12.—The purchaser is at the time of sale to pay a deposit of £10 per cent, on the amount of his purchase money to the Auctioneers, *Frederick Maynard Esq the Receiver appointed by the Court in the abve mentioned suit.*

2. ~~The chief clerk of the said Judge will give the said purchaser a copy of the contract and the order of sale, with all possible speed, and will also give him a copy of the order of the Master of the Rolls, the order of the Court, and the said cause of the said Court, and will also give him a copy of the contract and the order of sale, and will in due course be signed and the contract.~~

3. ~~13.~~ ³⁰ The date of the order confirming the Contract.—
 13.—The vendor is, within ~~ten~~ ³⁰ days after such certificate has become binding, to deliver to the purchaser or his solicitor an abstract of the title subject to the stipulation contained in these conditions. The purchaser is within twenty-one days after delivery of the abstract, to deliver at the office of ~~the City Bank~~ ^{the City Bank & Co} in ~~Wallbrook, City~~ ^{Wallbrook, City} a statement in writing of his objections and requisitions (if any) to or on the title as deduced by such abstract, and upon the expiration of such period mentioned time, the title is to be considered as approved of and accepted by such purchaser, subject only to such objections and requisitions (if any) and a similar statement is to be delivered within seven days after the delivery of answers, to any previous statement, the title being considered as approved of and accepted, except as appearing by such similar statement, and time is to be deemed of the essence of this condition, as well in equity as at law, and for the purpose of any objection or requisition an abstract, shall be deemed perfect if it supply the information suggesting the same although otherwise defective. And if the purchaser shall insist on any objection or requisition which the vendor shall be advised not to remove or comply with, the vendor, with the sanction of the judge, shall notwithstanding any intermediate negotiation, and although he may have insisted that all or any of the objections and requisitions are or is unenforceable, be at liberty by notice in writing signed by his solicitors, to rescind the contract upon such terms in all respects as the judge shall direct or authorize.

14.—The title shall commence with a conveyance dated on the 1st November, 1853, and the purchaser shall be satisfied with the production of copies of the registries of such conveyance, certified by the registrars of the counties in which the property is situate, without requiring the production of the original conveyance, or making any requisition or objection in respect of the non-production thereof. The purchaser shall not, notwithstanding any recital, reference, or notice of or to prior title, be at liberty to investigate or require any explanation, or make any requisition or objection as to any title or evidence of title, or any other matter whatsoever prior to the said commencement, or appearing by such reference, recital, or notice. And the benefit of this condition shall not be waived or affected by the vendor originally, or subsequently furnishing an abstract of earlier title, or replying to any requisition of or giving any information to the purchaser. And all facts or matters admitted or provided in the above-mentioned suit of the City Bank v. Dresser, or certified by the chief clerk of the judge to whose Court that suit is attached, shall be deemed thereby conclusively evidenced, ^{provided that the purchaser shall be enabled to be satisfied as to the title of the property, and to the title and documents evidencing the absence of any claim to the property, and to the purchase of the property, and to the purchase of the property, and to the purchase of the property.}

15.—The property is believed and shall be taken to be accurately described as to quantity and extent, and is sold subject to all easements (if any) subsisting hereon, and the purchaser shall not make any objection or requisition whatsoever in respect of any want of title to the coals, gold, silver, and other mines and minerals in or under the property, and if any error, or misstatement, or omission in the particular be discovered, the same shall not annul the sale, nor shall either vendor or purchaser claim compensation in respect thereof. The plan of the property attached to the particulars is believed and shall be taken to be correct, but the vendor ~~must~~ ^{does} not pledge himself to its accuracy, the object of the plan being to give a general outline of the estate.

16.—The purchaser shall admit the identity of the property purchased by him with that comprised in the nomenclature offered by the vendor, as the title to such property upon the evidence afforded by a comparison of the descriptions in the particulars and minutiae, and a declaration to be made (if required) at the purchaser's expense,

take in 10 p.m.

200 here for sale by and afore

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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 1871, 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 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 August, 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 full price 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~~ ^{from the date of his taking possession until the full payment thereof.}

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~~ ^{James Stewart} Knight of ~~the~~ ^{the} ~~City Bank & Dresser~~ ^{City Bank & Dresser} hereby acknowledge, that ~~at the sale by auction this~~ ^{at the sale by auction this} ~~James Stewart~~ ^{James Stewart} is the ~~only~~ ^{only} 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~~ ^{Suit of City Bank & Dresser is} ~~attached.~~ ^{attached.}

I, ~~James Stewart~~ ^{James Stewart} do hereby certify this sale and acknowledge the receipt of the said deposit of £302



James Stewart
Receiver

Feb 10 - 1871

