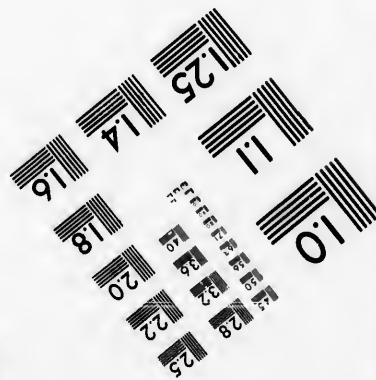
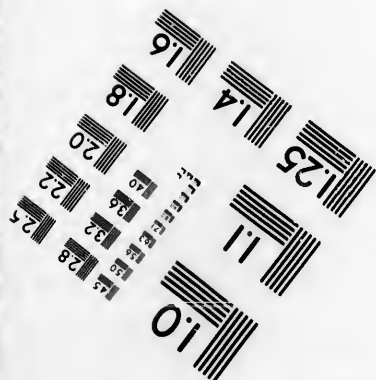
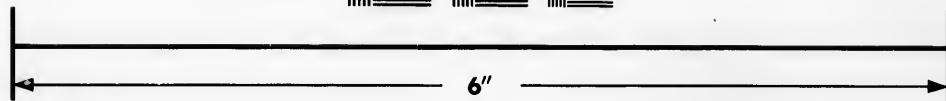
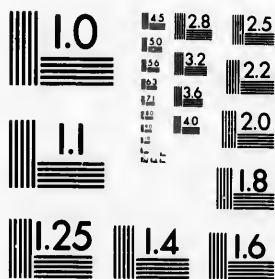


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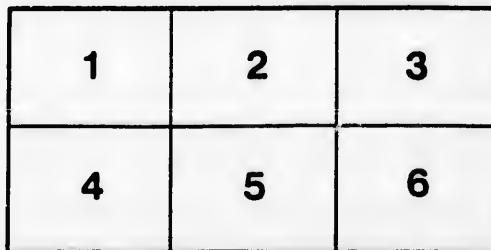
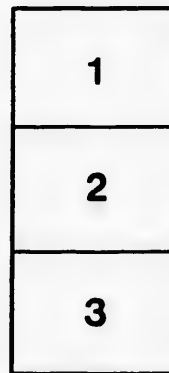
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IN CHANCERY.

Between

THOMAS PATON,

PLAINTIFF,

AND

*William Ashwell, Richard Ashwell, George Ashwell, James
Thurpe, Charles Barfe Rudd, Robert M. Harris, Adam
Kope, Lawrence Lamrson, William Fraser, John Birrell,
The Bank of Montreal, Richard Springer, James Framby,
Samuel Tretheway, Robert Frost, Charles Turkey, the
President, Directors, and Company of the Gore Bank, Francis
Smith, John Plummer, John Mery, Stephen J. Lancaster,
and William Glass, and Andrew Ferguson, Joseph Calder,
William S. Longley, John S. Smith, Joseph Walker, John W. Lee,
Sergeon Atkey, Peter Cook, Edward Currier -*

CITY OF LONDON.

DEFENDANTS.

To the Honorable WILLIAM HUME BLAKE Chancellor of Upper Canada,

HUMBLY COMPLAINING, shows unto your Lordship your Orator, Thomas Paton, of the City of Montreal, Esquire.

1.—That sometime in the year One Thousand Eight Hundred and Fifty-one, the above-named Defendant, Charles Barfe Rudd and one Andrew Ferguson, (since deceased) contracted and agreed for the purchase and sale of a piece of Land, of which the said Andrew Ferguson was seized in fee simple, consisting of Two Acres, or thereabouts, and composed of part of Lots numbers Fourteen and Fifteen, in the Third Concession of the said Township of Lobo : which parcel of Land so contracted to be sold contained a Mill Privilege, and may be accurately and more particularly described as follows,—that is to say [Commencing at the Southern limit of the Port Sarnia Road seven chains and ninety-seven links, on a course of North eighty-seven degrees West from the Western limit of the road allowance between the Townships of London and Lobo ; thence South three degrees, West four chains ; thence North eighty-seven degrees, West five chains ; thence North three degrees, East four chains, more or less, to the Port Sarnia Road ; thence East along the Port Sarnia Road, South eighty-seven degrees, five chains, more or less, to the place of beginning : That thereupon, the said Andrew Ferguson, employed one William McMillan, a Deputy Provincial Surveyor, to make a survey and measurement of the said piece of land so contracted to be sold, and thereafter to prepare a conveyance thereof in favor of the said Charles Barfe Rudd ; That the said McMillan made such survey and measurement accordingly, but by a mistake in setting forth the description of the said piece of land, he described it in the said instrument so prepared by him, and afterwards executed by the said Andrew Ferguson as hereinafter mentioned, as commencing at the Southern limit of the Port Sarnia Road five chains and twenty-six links, on a course of North eighty-seven degrees West from the Western limit of the road allowance between the Townships of London and Lobo, instead of seven chains and ninety-seven links West of the Western limit of said road allowance, as had been agreed upon by the said Andrew Ferguson and Charles Barfe Rudd : That without discovering the said mistake, the said Andrew Ferguson, for a valuable consideration by a certain Indenture, being the same instrument which had been prepared by said McMillan as aforesaid, bearing date the Third day of December, in the year of Our Lord One Thousand Eight Hundred and Fifty-one, and made between the said Andrew Ferguson and Janet his wife, and the said Charles Barfe Rudd (all the said parties intending that the said Indenture should be, and believing, under a mutual mistake, that the same was indeed a conveyance of the said premises firstly above described) conveyed the land commencing, as described therein, at the Southern limit of the Port Sarnia Road five chains and twenty-six links, on a course of North eighty-seven degrees, West from the Western limit of road allowance between the Townships of London and Lobo ; thence South three degrees, West four chains ; thence North eighty-seven degrees, West five chains ; thence North three degrees, East four chains, more or less, to the Port Sarnia Road ; thence South eighty-seven degrees, East along the Port Sarnia Road five chains, more or less, to

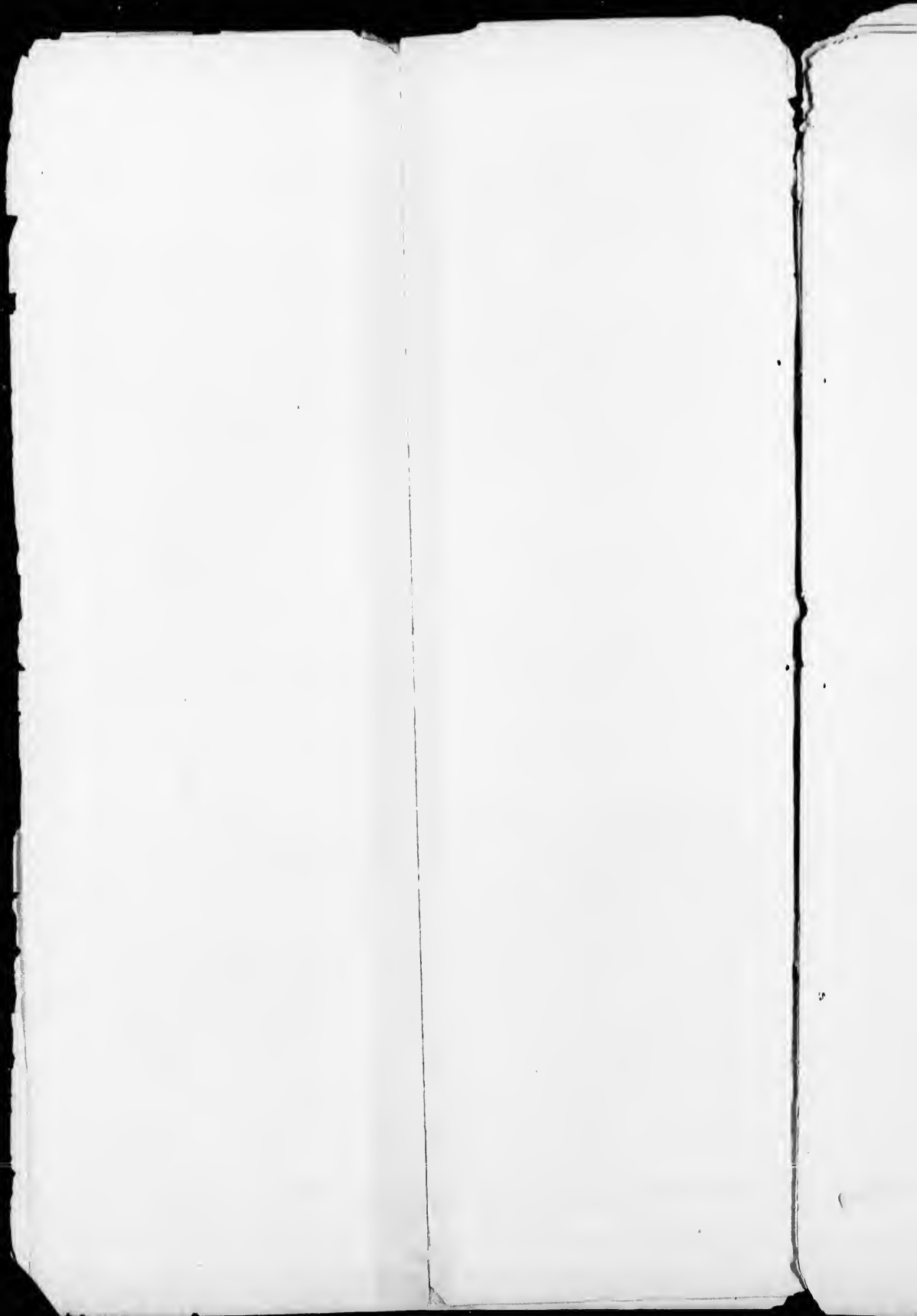


the place of beginning : That immediately after the execution of said Indenture, the said Charles Barfe Rudd entered into possession of the said parcel of Land firstly above described and contracted for by him, and so, as aforesaid intended to be conveyed by the said Andrew Ferguson.

2.—That subsequently to the execution and registration of the said Indenture and without discovering the said mistake in the description of the land contained in the said conveyance, the said Andrew Ferguson, for a valuable consideration by a certain other Indenture, bearing date the Twenty-third day of June, in the year One Thousand Eight Hundred and Fifty-three, and made between the said Andrew Ferguson and Janet his wife, and the above-named Defendant, Stephen J. Lancaster, conveyed the parcel of Land situated immediately to the East of the said piece of Land sold to the said Charles Barfe Rudd, and intended to be conveyed to him, which parcel of Land so conveyed to the said Stephen J. Lancaster, contains by admeasurement One Acre, and is accurately described in the said conveyance by the said Andrew Ferguson, to said Stephen J. Lancaster as follows,—that is to say : Commencing at the Southern limit of the London and Port Sarnia Road, and North eighty degrees, West four chains and sixty-one links from the Western limit of the Townships of London and Lobo ; thence North eighty-seven degrees, West along the London and Port Sarnia Road three chains and thirty-six links ; thence South three degrees, West three chains ; thence South eighty-seven degrees, East three chains and thirty-six links ; thence North three degrees, East three chains, more or less, to the place of beginning,—a considerable portion of which piece of land so described in the conveyance to the said Stephen J. Lancaster with a frontage on the Port Sarnia Road of two chains and seventy-one links, having been theretofore, by mistake, been embraced in and purporting to be conveyed by the above-mentioned conveyance from the said Andrew Ferguson to said Charles Barfe Rudd.

3.—That sometime subsequent to the execution of the said conveyance by the said Andrew Ferguson to the said Charles Barfe Rudd, but before the mistake in the description of the said parcel of land thereby intended to be conveyed had been discovered, the said Charles Barfe Rudd contracted for the sale of the said parcel of land firstly hereinbefore described with William Ashwell, one other of the Defendants hereto, who soon afterwards, but before a conveyance thereof to him had been made, entered into possession, erected a valuable grist mill, and made other large improvements thereon : and thereafter by an Indenture bearing date the Thirteenth day of December, in the year One Thousand Eight Hundred and Fifty-six, and made, in pursuance of the said contract, between the said Charles Barfe Rudd and Mary his wife, and the said William Ashwell, and Richard Ashwell, and George Ashwell, two other of the Defendants hereto, with whom the said William Ashwell had formed a co-partnership for carrying on the business of Millers on the said premises, the said Charles Barfe Rudd, for the valuable consideration therein mentioned, sold and conveyed to the said William Ashwell, Richard Ashwell, and George Ashwell the said parcel of land firstly hereinbefore mentioned, but which was in the said Indenture executed by the said parties, by a continuation of the said mutual mistake, and under the belief that the same was the proper description of the said premises firstly above mentioned, described as follows,—that is to say : All and singular that certain parcel or tract of Land situate, lying and being in the Township of Lobo, in the County of Middlesex, containing, by admeasurement, Two Acres, be the same more or less, and being composed of part of Lot number Fifteen, in the Third Concession, which parcel or tract of Land is bounded and bounded as follows : Commencing at the Southern limit of the Port Sarnia Road, and five chains and twenty-six links on a course of North eighty-seven degrees, West from the Western limit of road allowance between the Townships of London and Lobo ; thence South three degrees, West four chains and twenty-six links ; thence North thirty-seven degrees, West five chains ; thence North three degrees, East four chains, more or less, to the Port Sarnia Road ; thence South eighty-seven degrees, East along the Port Sarnia Road five chains, more or less, to the place of beginning ; such description having been copied from the description in the said Indenture executed by the said Andrew Ferguson.

4.—That while the said mistake in the description of the said parcel of Land



firstly hereinbefore mentioned and intended to be conveyed by the said Andrew Ferguson to said Charles Barfe Rudd, and by said Charles Barfe Rudd to the said William Ashwell, Richard Ashwell, and George Ashwell, remained undiscovered. the said William Ashwell, Richard Ashwell, and George Ashwell by a certain other Indenture bearing date the Fifteenth day of January, in the year One Thousand Eight Hundred and Fifty-eight, and made between the said William Ashwell, Richard Ashwell, and George Ashwell of the first part, and your Orator of the second part, whereby, in consideration of the indebtedness of the said William Ashwell, Richard Ashwell, and George Ashwell to the Bank of British North America in the sum of One Thousand Three Hundred and Fifty Pounds, the said William Ashwell, Richard Ashwell, and George Ashwell granted, bargained, sold, conveyed, released, and assured unto your Orator his heirs and assigns, the lands and premises firstly hereinbefore mentioned, but which by a continuation of the said mutual mistake, consequent on following the description set forth in the said conveyance by Charles Barfe Rudd, and under the mutual belief that the same was the accurate description thereof, were described in the same manner as erroneously set forth in the said last mentioned conveyance. To hold the same unto your Orator, his heirs and assigns forever; but subject to redemption on payment by the said William Ashwell, Richard Ashwell, and George Ashwell of the said sum of One Thousand Three Hundred and Fifty Pounds with interest thereon after the rate of six per centum per annum on the days and times and in manner following, that is to say: The sum of Three Hundred Pounds with lawful interest thereon, from the Third day of December, in the year One Thousand Eight Hundred and Fifty-seven; the further sum of Two Hundred Pounds with interest thereon, from the Fourteenth day of said month of December in said year One Thousand Eight Hundred and Fifty-seven; the further sum of One Hundred Pounds, with interest thereon from said Fourteenth day of December, on the Fifteenth day of May next following the date of the said Indenture of Mortgage; and the further sum of Two Hundred Pounds with interest thereon, from the Nineteenth day of said month of December, in the year One Thousand Eight Hundred and Fifty-seven; and the further sum of Two Hundred and Fifty Pounds with interest thereon, from the Twenty-sixth day of said month of December; and the further sum of one Hundred Pounds with interest thereon, from the Fifth day of January, in the year One Thousand Eight Hundred and Fifty-eight; and the further sum of Two Hundred Pounds with interest thereon, from the twenty-second day of February, in the year One Thousand Eight Hundred and Fifty-eight—on the Fifteenth day of September, in the said year One Thousand Eight Hundred and Fifty-eight,—your Orator having been declared by the said Indenture of Mortgage, to be a Trustee for the said Bank of British North America, in manner as is therein mentioned. That the said mistake in the description of the said parcel of land intended to be conveyed by the said Andrew Ferguson, and Charles Barfe Rudd respectively, and by the said Indenture of Mortgage to your Orator remained undiscovered until after the execution and registration of the said Mortgage security, and until a very recent date. That all the said Indentures were duly registered in the proper Registry Office, in the order in which they are herein set forth.

5.—That subsequently to the execution of the said conveyance made by the said Andrew Ferguson to the said Stephen J. Lancaster, and sometime in the Fall of the year One Thousand Eight Hundred and Fifty-three, the said Andrew Ferguson departed this life, having first made and published his last will and testament, in writing, bearing date the Second day of May, in the year One Thousand Eight Hundred and Fifty, whereby he gave and devised to the said Janet Ferguson, his wife, all his lands, tenements and hereditaments, wherever situated at the time of his death, during her life, and after her death to Robert Ferguson, his eldest son, in fee, all that part of the North-half of said Lot number Fourteen, in the Third Concession of the Township of Lobo aforesaid, lying on the South-side of the graded Road leading from London to Port Sarnia,—comprising that portion of said Lot number Fourteen intended as aforesaid to be conveyed by the said Andrew Ferguson, deceased to the said Charles Barfe Rudd, but omitted, by mistake, from the said conveyance; and to his son, Andrew Ferguson, after the death of his said wife, the said Testator gave and devised, in fee, the Gore, (meaning thereby, the whole of

X and
William
Bright, Esq
John R.
Pickering
and Edw

said Lot number Fifteen, in the Third Concession of Lobo aforesaid, so far as then not already conveyed) comprising that portion of said Lot number Fifteen intended to be conveyed by the said Testator to the said Charles Barfe Rudd, but omitted, by mistake, from the said conveyance in manner hereinbefore mentioned.

*X and Joseph Coulson,
William Lowell, John
Bright, Eliza Weston
John R. Lee, Selma K.
Kieking, Deke Stubb
and Edward Cusby -*

6.—That the above-named Defendants, Robert W. Harris, Adam Hope, Lawrence Lawson, William Fraser, John Birrell, Charles Barfe Rudd, The Bank of Montreal, Richard Springer, James Oranby, Samuel Tretheway, Robert Croft, Charles Tuckey, The President, Directors and Company of the Gore Bank, Francis Smith, John Plummer, John Pacey, Stephen J. Lancaster, and Andrew Ferguson, are, or pretend to be, Judgment Creditors of the said William Ashwell, Richard Ashwell, and George Ashwell, or one of them; and they further pretend, that they have registered their said judgments in the Registry Office of the said County of Middlesex,—the judgments of some of the said creditors, including certain of the judgments recovered by the said Robert W. Harris, and Adam Hope, having been registered prior, and the judgments of others of the said creditors, including certain of the judgments recovered by the said Robert W. Harris and Adam Hope, and including also the judgments recovered by the said Bank of Montreal, Charles Tuckey, Robert Croft, Samuel Tretheway, John Plummer, and John Pacey having been registered subsequently to execution and registration of the said mortgage security to your Orator, which was duly registered on the Eighteenth day of the said month of January, in the year One Thousand Eight Hundred and Fifty-eight; and the said pretended judgment creditors claim, that the said William Ashwell, Richard Ashwell, and George Ashwell were, at the time of the registration of their said judgments, legally or equitably entitled to the whole of the said parcel of land firstly hereinbefore described, and also to the parcel of land so conveyed to the said Stephen J. Lancaster, and, by mistake, embraced in the said conveyance to the said Charles Barfe Rudd; and they claim that as the said Indenture of Mortgage made to your Orator covers only the Eastern portion of the said parcel of land firstly above described, having a frontage on the Sarnia Road of two chains and twenty-five links, and does not in terms affect the Western portion of the said parcel of land whereon the said Grist Mill has been erected, and other large improvements have been made,—they are prior incumbrancers on the said Western portion of the said land,—and that your Orator is not an incumbrancer thereon; and they claim that they are also incumbrancers with your Orator on the Eastern portion of the said parcel of land, and on the said parcel so conveyed to the said Stephen J. Lancaster, and embraced in the said conveyance to said Charles Barfe Rudd, and that their respective rights to recover payment therefrom should be settled by priority of registration.

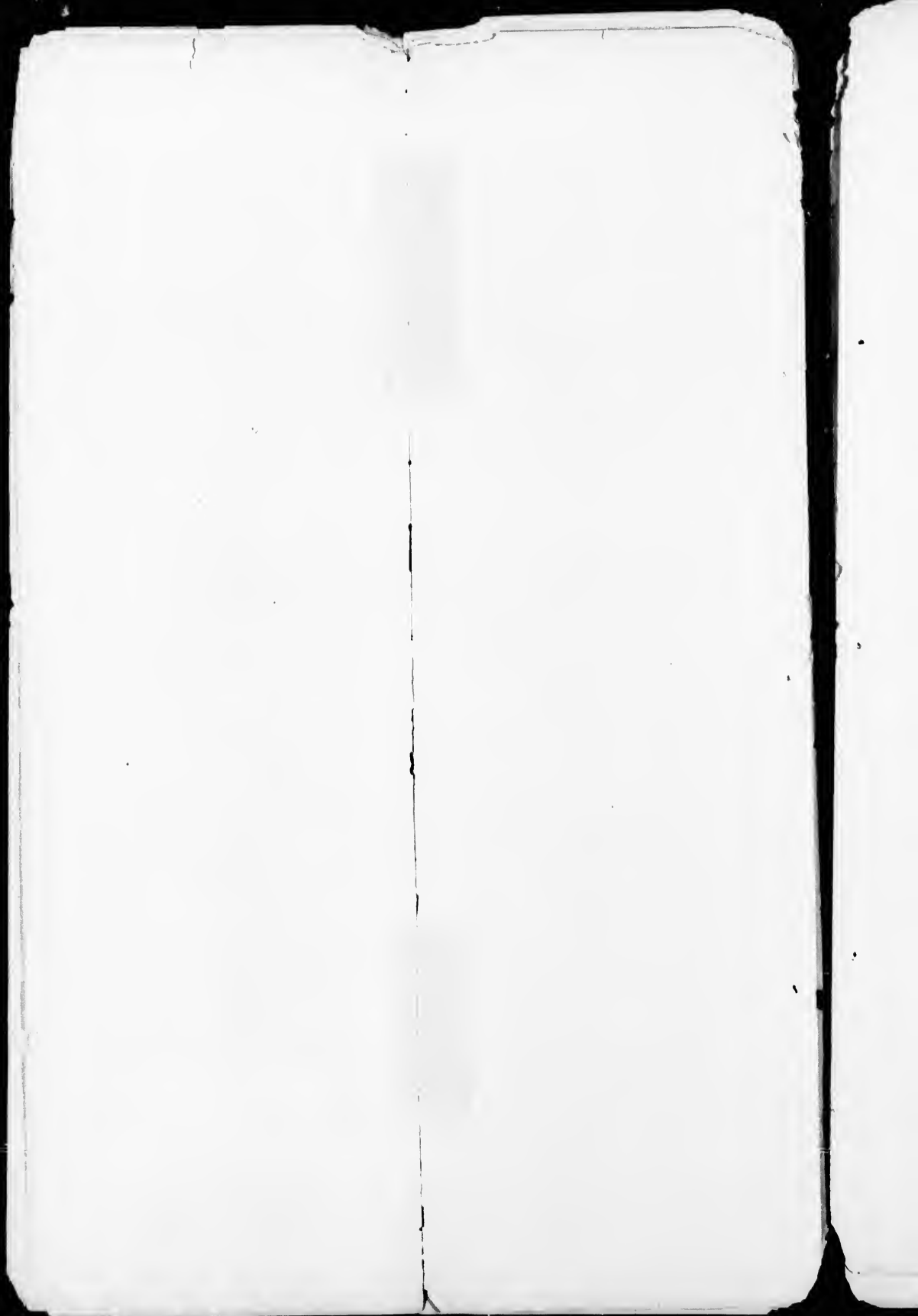
7.—That by certain articles of agreement, bearing date the First day of February, in this present year One Thousand Eight Hundred and Fifty-nine, and made and executed by and between the said William Ashwell, Richard Ashwell, and George Ashwell of the first part, and the above named defendant James Sharp of the second part, the said William Ashwell, Richard Ashwell, and George Ashwell, for the considerations therein mentioned, covenanted and agreed with the said defendant James Sharp, that so soon as the said mistake in the description of the said parcel of land firstly hereinbefore mentioned should be rectified, they would properly convey, assign and assure to the said James Sharp said parcel of land, and all their right, title, estate and interest in and to the same: By virtue of which said articles of agreement, the said Defendant James Sharp entered into, and has since continued in possession of the whole of the said said property firstly above mentioned with the appurtenances, and has become, and claims to be entitled to the equity of redemption of the said mortgaged premises.

8.—That by a certain other Indenture bearing date the Twenty-ninth day of August in this present year One Thousand Eight Hundred and Fifty-nine, and made between the said Andrew Ferguson, in the last Will and Testament of the said Andrew Ferguson, deceased mentioned of the first part; the said Janet Ferguson, Widow of the said Andrew Ferguson, deceased of the second part; Elizabeth Ferguson, wife of the said Andrew Ferguson in the said last Will and Testament mentioned, and Janet Ferguson, wife of the said Robert Ferguson, also in the said last Will and Testament mentioned of the third part; the said Defendants William Ashwell,



Richard Ashwell, and George Ashwell of the fourth part; the said Defendants Stephen J. Lancaster of the fifth part; and the said Robert Ferguson of the sixth part—after reciting the agreement for sale and purchase between the said Andrew Ferguson, deceased, and the said Charles Barfe Rudd, of the parcel of land firstly hereinbefore mentioned, and the subsequent agreement between the said Andrew Ferguson, deceased and the said Stephen J. Lancaster, of the piece of land described in the said conveyance thereof, by the said Andrew Ferguson, deceased to the said Stephen J. Lancaster, and the said two several conveyances made by the said Andrew Ferguson, deceased to the said Charles Barfe Rudd, and Stephen J. Lancaster respectively, and the said mistake in the description of the piece of land firstly above mentioned, contained in the said conveyance by the said Andrew Ferguson, deceased to the said Charles Barfe Rudd, the sale of the said piece of land firstly above mentioned by the said Charles Barfe Rudd, to the said William Ashwell, Richard Ashwell, and George Ashwell, and the said conveyance made by the said Charles Barfe Rudd in pursuance thereof, and the said mistake made in the said conveyance, the death of the said Andrew Ferguson the Testator, and his said last Will and Testament, the said William Ashwell, Richard Ashwell, and George Ashwell granted, bargained, released and quit claimed unto the said Stephen J. Lancaster that portion of the said parcel of land described in the said conveyance to him, by the said Andrew Ferguson, deceased, which the said Charles Barfe Rudd conveyed by mistake to the said William Ashwell, Richard Ashwell, and George Ashwell, and the said Andrew Ferguson, Janet Ferguson, and Robert Ferguson granted, bargained, sold and assigned unto the said William Ashwell, Richard Ashwell, their heirs and assigns forever, all that portion of the parcel of land firstly above mentioned, which may be described as follows:—Commencing at the Southern limit of the Port Sarnia Road, and ten chains and twenty-six links on a course, North eighty-seven degrees, West from the Western limit of the road, allowance between the Townships of London and Lobo; thence South three degrees, West four chains; thence North eighty-seven degrees, West two chains and twenty-one links; thence North three degrees, East four chains, more or less, to the Port Sarnia Road; thence South eighty-seven degrees, East two chains and seventy-one links, more or less, to the place of beginning.

9.—That the said Defendants, Robert W. Harris, Adam Hope, The Bank of Montreal, Charles Tuckey, Robert Croft, Samuel Trettheway, John Plummer, and John Pacey have severally sued out of the Court of Queen's Bench, the Court of Common Pleas, and the County Court of the County of Middlesex certain writs of *ferri factus de terris* on their said pretended judgments against the lands of the said William Ashwell, Richard Ashwell, and George Ashwell, and have lodged the said writs with the above-named Defendant, William Glass, the Sheriff of the said County of Middlesex, who has, under their instructions, advertised for sale that portion of the said parcel of land and premises firstly above described, and comprising the said mill property and appurtenances, following the description thereof as set forth in the said Indenture lastly hereinbefore mentioned, bearing date the said Twenty-ninth day of August, in this present year One Thousand Eight Hundred and Fifty-nine, and purporting to convey the same to the said William Ashwell, Richard Ashwell, and George Ashwell; and the said Sheriff threatens and intends, and has actually advertised to sell the same, free from all claims by your Orator, by virtue of the said several writs, on the Seventeenth day of December instant. That the description of the said premises so advertised by the said Sheriff is in the words following,—that is to say:—“Two acres, more or less, being composed of parts of Lots numbers 14 and 15, in the 3rd Concession of the Township of Lobo, described as follows: “Commencing at the Southern limit of the Port Sarnia Road, and ten chains and “twenty-six links on a course North, eighty-seven degrees West from the Western “limit of the road allowance between the Townships of London and Lobo; thence “South three degrees, West four chains; thence North eighty-seven degrees, West “two chains and seventy-one links; thence North three degrees, East four chains, “more or less, to the Port Sarnia Road; thence South eighty-seven degrees, East “two chains and seventy-one links, more or less, to the place of beginning, on which “are situate a Grist Mill and Foundry.” That no part of the said premises described



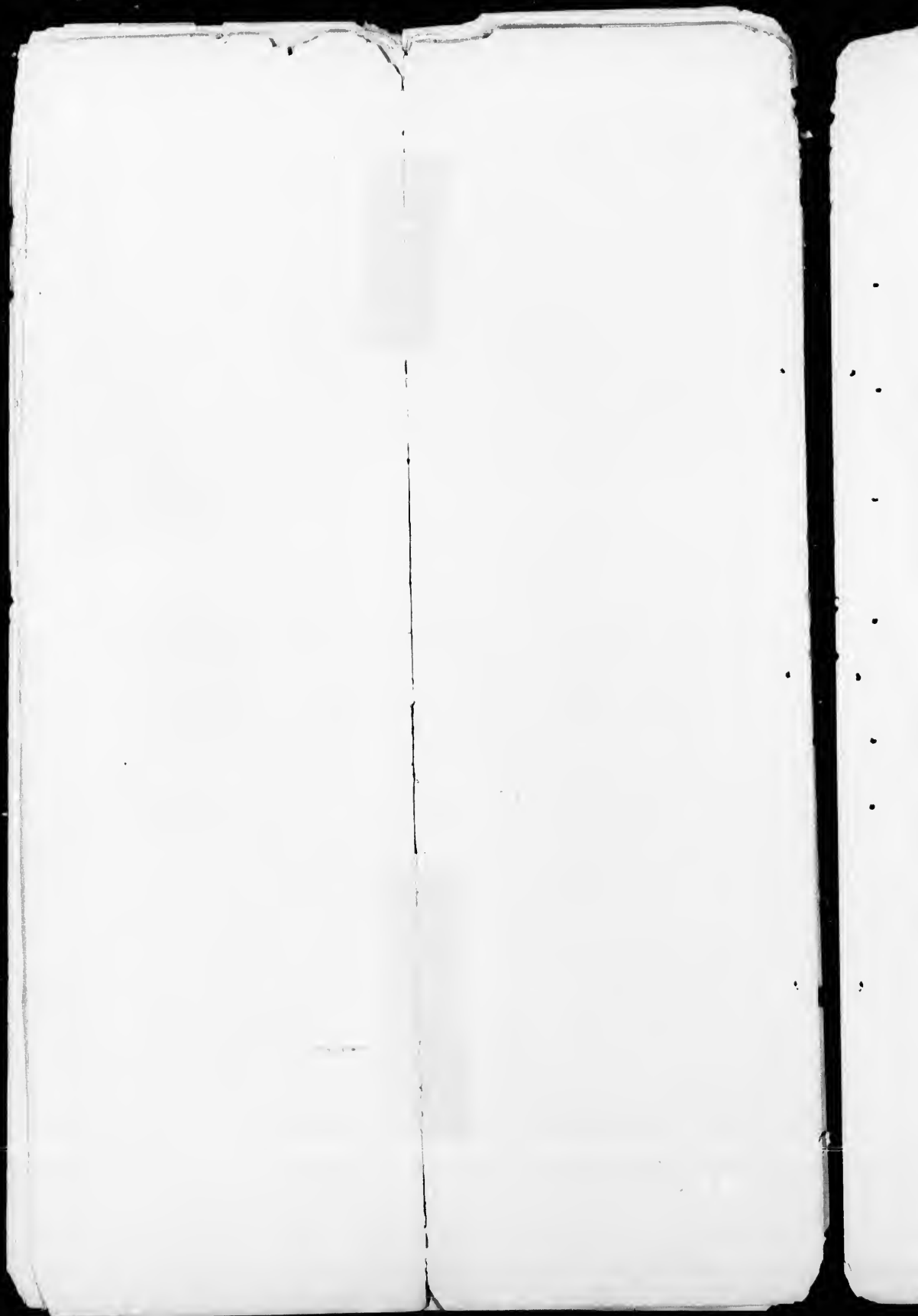
in the said Sheriff's advertisement were in fact conveyed by the said Indentures executed by the said Andrew Ferguson, now deceased, and Charles Barle Rudd; and the said Defendants, William Ashwell, Richard Ashwell, and George Ashwell had not at the time the said several writs, or any of them, were placed in the hands of the said Sheriff, or at the time of the pretended seizure of the lands and premises in the said advertisement described, or at the date of the said advertisement, or at any time before the said Twenty-ninth day of August last, any legal title or conveyance thereof, but only an equitable right to such conveyance, or to a reformation of the said Indenture, subject to the claims of the said Defendant, James Sharp, under the said article of Agreement bearing date the First day of February last, and that such equitable right of the said William Ashwell, Richard Ashwell, and George Ashwell is not, and was not then seizable or saleable under a common law execution against lands; and that the required time has not elapsed since ever the same became so seizable or saleable.

And your Orator charges that the said Robert W. Harris, Adam Hope, the Bank of Montreal, Charles Tuckey, Robert Croft, Samuel Tretchway, John Plummer, and John Pacey have not registered their said pretended judgments in the Registry of the said County of Middlesex in such a manner as can make the said judgments a lien charge or incumbrance on the said lands and premises firstly hereinbefore mentioned; and that the said several writs of *feri facias*, by virtue of which the said mill property and appurtenances have been advertised to be sold by the said Sheriff of Middlesex, have become inoperative and ineffectual, as a warrant to the said Sheriff, for such intended sale.

And your Orator further charges, that under the circumstances, the said Defendants Robert W. Harris, Adam Hope, the Bank of Montreal, Charles Tuckey, Robert Croft, Samuel Tretchway, John Plummer, and John Pacey, and William Glass are not entitled to sell the said parcel of land in the said advertisement described under the said several writs of *feri facias*, at all, or at any rate that they are not entitled to sell the same, free from your Orator's said claims, and that the said sale, even if the same were legal, would be under the circumstances, improper and inexpedient; inasmuch, as from the nature of the title of the said Defendants William Ashwell, Richard Ashwell, and George Ashwell, and the contention of the said execution creditors with your Orator, and the various circumstances herein set forth, the said premises would inevitably be sacrificed, and sold at a nominal price, and no purchaser could be found to buy the same at any substantial price. And your Orator charges that the said Defendants Robert W. Harris, Adam Hope, the Bank of Montreal, Charles Tuckey, Robert Croft, Samuel Tretchway, John Plummer, and John Pacey, and William Glass should be restrained from effecting or attempting any such sale, for the reasons herein set forth; and also, because such sale would cause a cloud on your Orator's title to the said land and premises. And your Orator charges that the said several matters and things are proper subjects for the interference of this Honourable Court.

10.--That neither the said sum of one thousand three hundred and fifty pounds contained in and due by the said mortgage security by the said William Ashwell, Richard Ashwell, and George Ashwell to your Orator, nor any part thereof, nor the interest accruing due thereon, or any part thereof, has been paid by the said William Ashwell, Richard Ashwell, and George Ashwell, or by any person claiming under them. That your Orator has not been in the possession or occupation of the said premises, or any part thereof, or in receipt of the rents and profits thereof, or any part thereof that there is now justly ^{due to your Orator in and by} ~~due to your Orator~~ the said Indenture the said sum of £1350, and interest, from the date thereof. That your Orator is willing to redeem the said parcel of land and premises firstly hereinbefore described from such of the said registered judgments as are proper charges or incumbrances thereon, but your Orator charges that he is entitled to have the said mortgage security by the said William Ashwell, Richard Ashwell, and George Ashwell to your Orator reformed, so that it shall accurately describe the lands and premises by the said Indenture of Mortgage intended to be mortgaged.

And your Orator charges that many of the said registered judgments have not been registered in accordance with the statutes in that behalf:—that they have otherwise

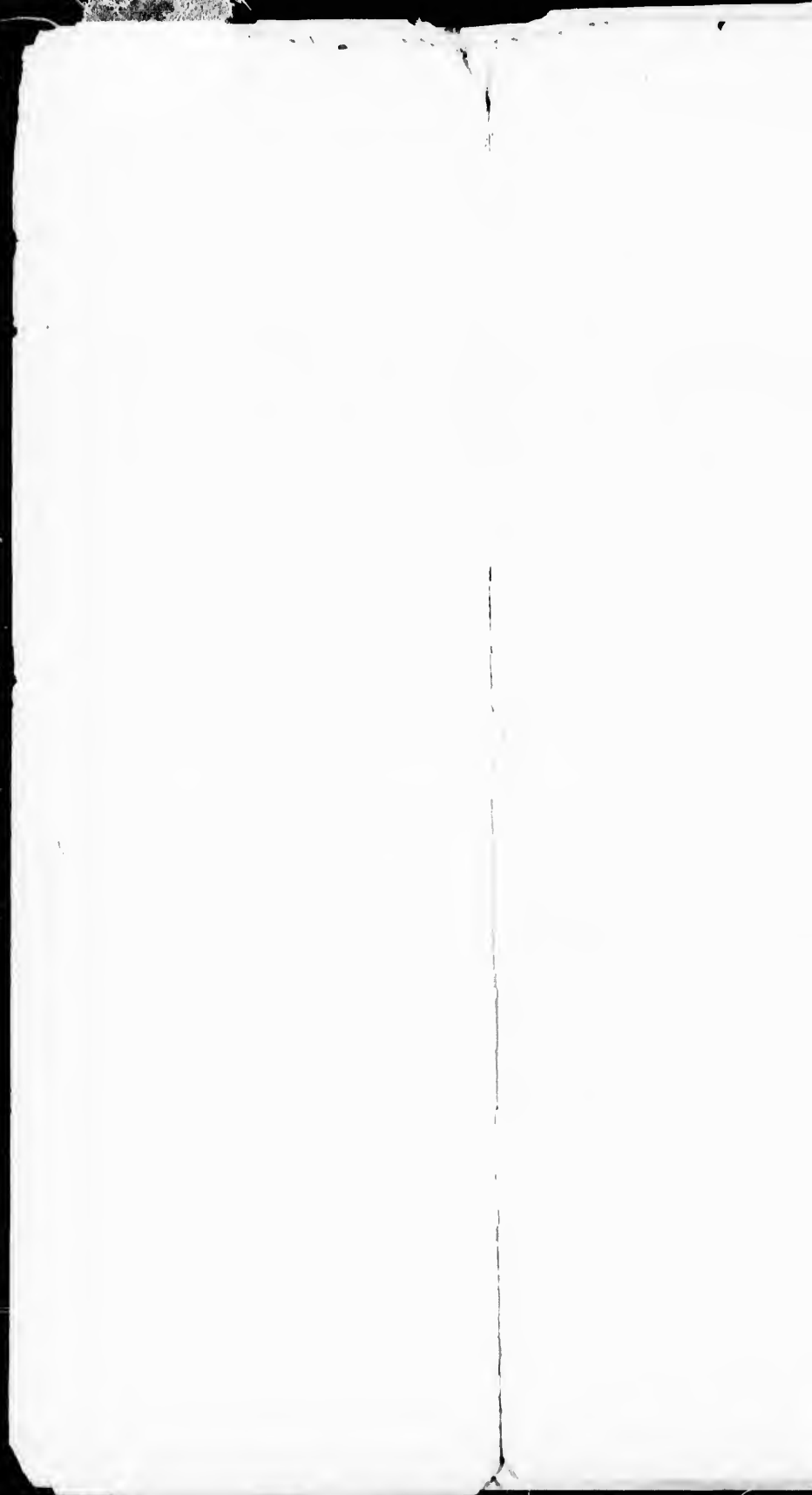


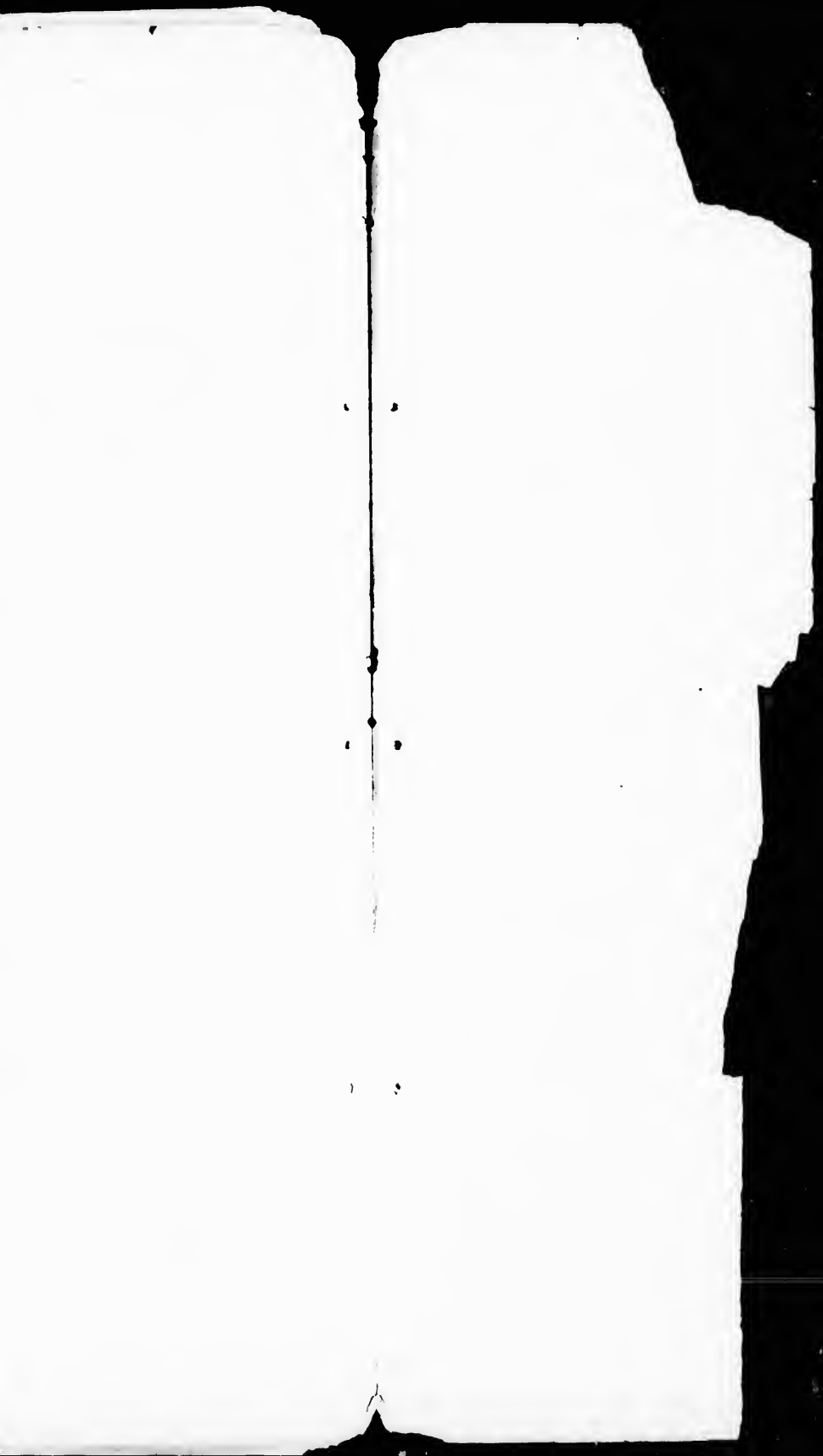
lost their apparent priority over your Orator's said mortgage, and that the same should be enquired into and declared by this Honourable Court in the Master's office.

Your Orator therefore prays that the said Indenture of Mortgage by the said William Ashwell Richard Ashwell, and George Ashwell, to your Orator may be respectively describe the said two acres of land firstly Charles Barfe Rudd respectively And that an account may be taken of what is Mortgage security, and of what, if anything is due to are, or pretend to be judgment creditors of the said William Ashwell, Richard Ashwell, and George Ashwell, so far as their said judgment parcel of land and premises, and of the priorities of Orator. And that your Orator's said Mortgage may be bid and effectual charge on the said lands so intended to the said claims of the said defendants the judgment registered after the execution of the said mortgage. And that your Orator may be permitted to redeem the said premises discharged of such of the said judgments as are proper liens on the said premises, with subsequent interest found due to your Orator upon the whole of what shall appear to be due to him as aforesaid, and what he shall have of this suit, and in default thereof that the equity of the said mortgage may be foreclosed.

And for that purpose that all proper directions may be given and accounts taken. And in the meantime that the said defendants, Robert W. Harris, Adam Hepe, The Bank of Montreal, Charles Tupper, John Pacey, and William Gladstone, may be restrained by the order and injunction of this Honourable Court from selling or attempting to sell, the said mill property and appurtenances so by them advertised to be sold, or any part thereof under their said judgments, or by virtue of the said several writs of *per fieri facias* lodged with the said Sheriff of Middlesex, or under their said advertisement. And that if such sale be at all allowed, the same may be adjourned unless continued, subject to the claims of your Orator, or his rights under the views hereinbefore set forth. And that your Orator may have such further or other relief in the premises as to this Honourable Court shall seem meet.

JOHN MACARA.





Chancery

Baton

vs

Ashwell

Amended

Bill

Filed 14th Dec 1857

J Shaulby

J Reg

Bill is filed by William
ist of the City of London
the County of Middlesex,
itor for the above named Plaintiff

