

Maryville east of the Nashwaak River thence running along the eastern side of Third street north 21 degrees 30 minutes east 556 feet 4 inches to another post thence south 89 degrees 30 minutes east 270 feet to another post, thence along 30 degrees 30 minutes west 548 feet to the north side of Park Lane aforesaid, at post and thence along the same westerly 370 feet or to the place of beginning. Containing 2 acres, 1 rood and 24 perches, more or less, and distinguished as Tract No. 7.

TRACT NO. 1. Beginning at the intersection of the east side of Third street with the south side of Park Lane, in the Town of Maryville, east of Nashwaak River, thence south 21 degrees 30 minutes west along the eastern side of Third street 331 feet 9 inches to another post standing on the north side of Main street, thence along the same south 71 degrees 30 minutes east 870 feet 3 inches to another post, thence north 21 degrees 30 minutes east 140 feet to the southern side of Park Lane aforesaid, and thence along the same in a westerly direction 370 feet, containing 2 acres, 13 perches, more or less, and distinguished as Tract No. 3.

TRACT NO. 2. Beginning at the intersection of the southern side of Church street with the eastern side of Church street in the Town of Maryville, east of the Nashwaak River, thence north 71 degrees 30 minutes east along the southern side of Main street 87 feet 10 inches to another post, thence at right angles south 806 feet to another post, thence north 71 degrees 30 minutes east 486 feet 3 inches to another post distant 123 feet measured at right angles easterly from the east side of Church street, thence south 22 degrees 45 minutes west parallel with Church street 260 feet, or to the eastern side of the lot owned by the Roman Catholic Church or its prolongation, thence along the said line north 46 degrees west 180 feet or to the east side of Church street aforesaid, thence along the same north 24 degrees 30 minutes east 71 feet 7 inches and thence degrees 4 minutes east 450 feet to the place of beginning. Containing 5 acres, 2 roods and 21 perches, more or less, and distinguished as Tract No. 2. The whole of the Nine Tracts containing together 32 acres, 1 rood and 24 perches, more or less.

The said lands hereby conveyed are delineated and colored pink on the map or plan hereunto annexed.

Together with the Cotton Mill, and all buildings connected therewith and all houses, outhouses, edifices, warehouses, plant, machinery, tools, plant, fixtures, furniture and other equipment contained therein and on said premises, fences, improvements, profits, privileges, easements and appurtenances to the same belonging or in any manner appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, right and title, interest, use, possession, property, claim and demand either at law or in equity of the said The Alexander Gibson Railway and Manufacturing Company of, into, or out of the same, and every part and parcel thereof, either the appurtenances, including the right of free access to and from all streets and lanes dividing or adjoining the said several tracts of land, or any of them.

And also All and Singular a certain Mill Dam and reservoir situate on the Mill Brook (so called) in the said County of York, and belonging to the said The Alexander Gibson Railway and Manufacturing Company, together with the pipe or pipes from the said mill dam said across the lands of the said The Alexander Gibson Railway and Manufacturing Company to the property hereby conveyed to the said David Morris, Senior, the present position of the said mill dam and the said pipe line being shown in red on the plan hereunto annexed, with the privilege to the said David Morris, Senior, his heirs, executors, administrators or assigns, to use, to the said mill dam and reservoir, and to said pipe line by the most convenient and direct route with or without teams, carts, carriages, wagons, sleds and other vehicles and returning therefrom from time to time and at all times as may be deemed necessary, doing however no unnecessary damage to the lands of the said The Alexander Gibson Railway and Manufacturing Company, and also the right to replace, renew or repair the said mill dam and said pipes at such time or times as the said David Morris, Senior, his heirs, executors, administrators or assigns may deem expedient, and also all rights that the said The Alexander Gibson Railway and Manufacturing Company may have in the said Mill Brook, with the power so far as the said The Alexander Gibson Railway and Manufacturing Company may grant the same to construct and maintain dams thereon. Provided, however, and it is hereby agreed, that the supply of water as now furnished from the said mill brook to the houses owned by the said The Alexander Gibson Railway and Manufacturing Company at Maryville shall not be discontinued by the said David Morris, Senior, his heirs, executors, administrators or assigns, and further provided and agreed, that the maintenance and renewal of the pipes and hydrants in connection with the said mill brook shall be paid for by all the parties using the same in proportion to the municipal valuation of their respective property.

And also the exclusive right to the springs shown on the plan hereunto annexed and marked thereon by the numbers 1, 2 and 3 and the pipe shown on the said plan as running from said springs to the property hereby conveyed for the purpose of conveying water from the said springs across the land of the said The Alexander Gibson Railway and Manufacturing Company to or towards the property hereby conveyed to the said David Morris, Senior, with the privilege to the said David Morris, Senior, his heirs, executors, administrators or assigns, to use, to the said springs and to said pipe line by the most convenient and direct route with or without teams, carts, wagons or other vehicles and returning therefrom from time to time and at all times as may be deemed necessary, doing however no unnecessary damage to the said lands of the said The Alexander Gibson Railway and Manufacturing Company, and also the right to replace, renew or repair the said pipes at such time or times as the said David Morris, Senior, his heirs, executors, administrators or assigns may deem expedient. Provided, however, and it is hereby agreed, that the water supply as now furnished from the said springs to the two houses owned by the said The Alexander Gibson Railway and Manufacturing Company, and now occupied one by one Norman Cochran and the other by one Alfred Barker, shall not be discontinued by the said David Morris, Senior, his heirs, executors, administrators or assigns, and further provided and agreed, that the maintenance and renewal of the said pipe lines and hydrants shall be paid for by the parties using the same in proportion to the municipal valuation of their respective property.

The whole property being sold subject to a certain annuity of five thousand dollars per annum charged upon the said real estate in the said Bill of Complaint set forth payable to the defendant Alexander Gibson monthly at the Bank of Montreal, Fredericton, and also subject to the use for life, rent free, by the said Alexander Gibson of the dwelling house and outbuildings now occupied by him at Maryville in the County of York, the same being parcel of the said mortgage premises.

For terms of sale and other particulars apply to the Plaintiff's Solicitor, dated the ninth day of September, A. D. 1910.

HAVELOCK COY. Master of the Supreme Court.

WED R. TAYLOR, Plaintiff's Solicitor.

are now on file for inspection at the Office of the Registrar and at the Office of Fred R. Taylor, Plaintiff's Solicitor, in the County of York, among the conditions of Sale there, and any other conditions, the following

ing conditions, namely:—"All bidders for the said property shall, at the time of making a bid therefore, sign the bidding paper, and at the time of making said bid shall deposit with Havelock Coy, Master of the Supreme Court, a certified cheque on an incorporated Bank of the Dominion of Canada for the sum of ten thousand dollars, said cheque being payable to the said Havelock Coy at par in Fredericton."

"The said bidder shall also, if the said property is knocked down to him at the sale, sign an agreement of purchase and deliver to the said Havelock Coy, Master of the Supreme Court, a certified cheque for fifty thousand dollars, said cheque to be drawn on an incorporated Bank of the Dominion of Canada, payable to the said Havelock Coy, Master of the Supreme Court, at par in the City of Fredericton."

HAVELOCK COY, Master of the Supreme Court.

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