

Two hundred and ninety-three leaf

593

said lot three hundred and ninety three (393) on the cadastral plan and in the book of reference for said Township of Orford. The present sale and transfer is thus made. 10. For One Dollar and other consideration, the receipt whereof is hereby acknowledged by the vendor, whereof quit. 20. Subject to the following conditions: (a) The purchaser is to take the said immovables in their present condition without recourse against the vendor for delivery, entry in possession or otherwise. (b) The purchaser shall maintain all passive servitudes and may exercise all active servitudes attaching to the said immovables at his own risk. (c) The purchaser agrees to assume to the exoneration of the vendor payment of all assessments and taxes both general and special which may hereafter be imposed upon said properties from the date hereof. (d) The above described properties are transferred on the distinct understanding that the purchaser agrees to assume to the exoneration of the vendor the payment of all repairs to building, upkeep of fences, if any there be, and the insurance premiums for insurance carried from the date hereof. (e) All rentals, if any there be, to be adjusted as at the date hereof. (f) The purchaser shall carry out the terms of all leases, agreements and contracts existing in connection with any one of the aforesaid immovables and this to the complete exoneration and discharge of the vendor, and more specially of agreements of sale in favor of François Delafontaine of the immovables described under firstly, in favor of J. Colbac of the immovables described under secondly, and in favor of Wm. McBain of the immovables described under thirdly, the balance due in principal and interests by said occupants under said agreements of sale being as at September fifteenth last, 1927, as follows: François Delafontaine, Four hundred and eight 32/100 dollars (\$408.32); J. Colbac, eight hundred and eighty six 83/100 dollars (\$886.83); Wm. McBain, seven hundred and forty four 02/100 dollars (\$744.02). The vendor doth hereby subrogate and substitute said purchaser in and to all the rights, claims, privileges and actions resulting under said agreements of sale, which shall be binding upon said purchaser, who hereby undertakes to carry out all the terms and conditions thereof as aforesaid. To these presents intervenes Ralph Haynes Fletcher, of the Town of Lennoxville, Farmer, who hereby acknowledged his full and complete concurrence in all the provisions hereof and, in consideration of these presents doth hereby relinquish unto the purchaser accepting, his interest in and to the aforesaid immovables and under the hereinbefore mentioned agreements of sale. Done and passed at the City of Sherbrooke, on the date firstly written, under number five thousand eight hundred and seventy eight. And after due reading hereof, the parties have signed with me Notary. (Signed) The Royal Trust Company, R. P. Jellett, Assistant General Manager, Allan McDougall, Assistant Secretary, H. Bruce Fletcher, R. H. Fletcher, Chénier Picard, Not. True copy of the original of record in my office. Chénier Picard, Not. - - - - -

No. 21724.
Registered at ten o'clock in the forenoon the fourth of November 1927. *Lovel & Oliver* Ry

Under Vol. 87. No. 28378, for Renewal Notice by The Southern Canada Power Co. Ltd. Lovel & Oliver Ry

In the year one thousand nine hundred and twenty seven, the twenty fourth day of October. Before me, Chénier Picard, a Notary Public for the Province of Quebec, residing and practising in the City of Sherbrooke, district of St. Francis. Came and appeared: The Fletcher Pulp & Lumber Company, Limited, a body corporate and politic having its head office and chief place of business, at the City of Sherbrooke, herein acting and represented by Harold Bruce Fletcher, its President, duly authorized for the purposes hereof, under and by virtue of a resolution passed at a meeting of the Board of Directors of said Company, held on the fifteenth day of June last, 1927, ratified at a special general meeting of shareholders held the same day, certified copy of which resolutions is hereunto annexed, party hereto of the first part, hereinafter called the Vendor. And Southern Canada Power Company, Limited, a body corporate and politic having its head office and chief place of business at the City and District of Montreal, herein acting and represented by James B. Woodyatt, Managing Director, duly authorized for the purposes hereof, party hereto of the second part, hereinafter called the Purchaser. Which said vendor for the consideration hereinafter mentioned, doth hereby sell, convey and make over unto the purchaser hereby accepting, the hereinafter described immovable rights and properties. 10. The residue of lot six hundred and fifty one (651) on the cadastral plan and in the book of reference for the Township of Orford, after deducting therefrom the north three quarter of said lot sold to His Majesty The King, under and by virtue of a deed of sale dated the seventeenth day of October, 1917, registered at the Sherbrooke Division Registry Office under number 5992, Reg. B, Vol. 72, said residue supposed to contain thirty three acres, more or less, with the dam and improvements thereon and the right in perpetuity to flood certain islands known as numbers six hundred and fifty two (652) and six hundred and fifty three (653) on said cadastral plan and book of reference for the said Township of Orford. 20. Le droit, sans paiement d'indemnité, d'ériger, construire, entretenir, renouveler et de faire usage, dans la rivière ou ruisseau qui traverse le lot trois cent cinquante neuf sur le plan officiel du cadastre et dans le livre de renvoi pour le canton d'Orford, une dam ou chaussée pour faire monter et garder l'eau de la dite rivière et d'y asseoir les aboutements ou poliers de la dite dam ou chaussée sur les rives de la dite rivière, et de faire tous les travaux nécessaires ou utiles à cette fin et d'avoir le droit d'entrée et de sortie, à pied ou en voiture, sur le dit lot trois cent cinquante neuf en tout temps que la compagnie venderesse, ses successeurs ou représentants jugeront nécessaire pour construire, entretenir, réparer ou renouveler la dite dam ou chaussée ou d'en faire usage; et droit d'entrée et de sortie sera une servitude perpétuelle. Being the rights reserved by the vendor in a deed of sale to Louis Ernest Bourget, executed before Edouard Boudreau, Notary, the seventh day of September 1924, registered in the Sherbrooke Division Registry Office under number 17250, Reg. B, Vol. 79. 30. All the rights of the vendor acquired by its auteur in title J. A. Camirand from Alfred and Isidore Gendron, by deed before J. A. Archambault, N. P. of date the twenty second (22nd) day of May eighteen hundred and eighty nine (1889), registered in Register B, Volume 49, under the number 294, being floodage and flowage rights, and constituting a perpetual servitude upon the lots cadastral numbers -



six hundred and sixty (660), and six hundred and fifty eight (658), formerly -- known as the north half of the west half of lot number ten (10) in the eleventh (11th) range of the Township of Orford, and part of the west half of the lot -- number nine (9) in the said range, and all the water privileges attached to part of lot number three hundred and fifty six (356) in the Township of Orford, described in paragraph Firstly of the Agreement hereinbefore referred to between -- C. H. Fletcher and the party of the second part, dated the twenty sixth day of -- May one thousand nine hundred and sixteen, and registered in the Sherbrooke Division Registry Office, under number 17718, Vol. 79, including the right of flow age on about sixty acres (60) of the property of the Declarant adjoining, caused by the dam at its height on the fourteenth of March 1910, and which dam is not -- to be raised to any greater height. Being all the rights acquired by the vendor from the Royal Trust Company, under and by virtue of a deed of sale and transfer executed before the undersigned Notary, the twenty fifth day of August 1927, -- registered at the Sherbrooke Division Registry Office under number 21482, Reg. -- B, Vol. 82. 40. The right of maintaining a power transmission line over and -- across lots numbers five hundred and sixty eight (568), five hundred and sixty -- nine (569), six hundred and twenty three (623), six hundred and twenty four (624) six hundred and fifty (650), and six hundred and fifty one (651) on the official cadastral plan for the said Township of Orford, with the right of planting there on the poles and the works necessary for that purpose, and with the right in -- favour of its employees to pass over said lots when necessary to erect, repair -- or inspect the same; said line to be located and the necessary poles planted before the first day of May next (1918), and a plan indicating the location of the same to be forwarded to the party of the First part (His Majesty The King, in -- His right of the Province of Quebec) within thirty days of that date, and failure on the part of the party of the second part to comply with this provision -- will entail the forfeiture of all its rights under this paragraph; being the -- rights reserved in a deed of exchange dated the seventeenth of October 1917, and registered in Sherbrooke Registry Office under number 5992, the vendor declaring to have complied with the conditions above referred to. 50. That certain tract or parcel of land known as lot thirty one (31) in the ninth range on the cadastral plan and book of reference for the Township of Brompton, after deducting -- therefrom, that portion thereof sold to His Majesty The King, under and by virtue of the deed of Exchange above referred to and therein described as follows: -- That part of lot number thirty one (31) lying north easterly of a line starting at the point of intersection of the south easterly line of said lot with the -- northerly limit of the road or highway, thence north westerly parallel with the north easterly line of said lot, being the line between ranges eight and nine to the point of intersection with the north westerly line of said lot, containing -- about one hundred and eighty three acres. 60. The right in perpetuity to flood by the erection and maintenance of a dam on the Key Brook, such dam, to be built located and maintained as and in such a manner as said purchaser shall see fit, -- lot number three hundred and fifty six (356) on the cadastral plan and in the -- book of reference for the Township of Orford, save and except the portion thereof sold by the vendor to Louis Ernest Bourget, by the aforesaid deed of sale -- executed before Edouard Boudreau, Notary, the seventh day of May 1924, and there in described as follows: Une petite pointe de terre formant partie du lot numéro quatre du rang sept du canton d'Orford, maintenant décrite et connue comme -- étant toute la partie du lot numéro trois cent cinquante six (pt) 356) sur le plan et dans le livre de renvoi officiels pour le canton d'Orford, située au sud du chemin public et bornée au sud par la ligne sud du dit lot trois cent cinquante six (356) et sur les autres cotés, par le dit chemin public. 70. The right of flowage that may be caused through the installation of a new dam or other -- works that may be necessary through the operation of the present dam, at the -- outlet of the Little Brompton Lake, on all portion of lot number twenty nine -- (29) in the ninth range on the cadastral plan and book of reference of the Township of Brompton, lying south westerly of Little Brompton Lake, bounded north -- easterly by the said lake and on all the other sides, by the lines of said lot. -- 80. The rights of flowage that may be caused through the installation of a new dam or other works that may be necessary or through the operation of the present dam at the outlet of the Little Brompton Lake, on all that portion of lot number thirty (30) in the ninth range on the cadastral plan and in the book of reference for the Township of Brompton, lying south westerly of said Little Brompton -- Lake, and bounded north easterly by the said Lake and on all the other sides by the lines of said lot, as reserved in a deed of sale from the vendor to Sherbrooke Ice Company, executed before Edouard Boudreau, Notary, the seventeenth day of October, 1925, registered in the Richmond Division Registry Office under number 13364, Reg. B, Vol. 40. Minerals and Mining rights belonging to the Crown, or -- to third parties, who have themselves reserved the same, are not included in the said present deed, but all of the said minerals and mining rights are expressly reserved in favor of those to whom the same may belong, including the vendor. -- The present sale and conveyance is thus made for the price and consideration of the sum of Fifteen hundred dollars paid in cash by the purchaser to the vendor -- before the execution hereof, receipt whereof, is hereby acknowledged. Done and passed at the City of Sherbrooke, on the date firstly written, under number five thousand eight hundred and seventy nine. After due reading the parties have -- signed with me, Notary. (Signed) H. Bruce Fletcher, Jas. B. Woodyatt, Chénier Picard, Not. True copy of the original of record in my office. Chénier Picard, Not.



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No. 21725.
Registered at 7 en
o'clock in the
forenoon the four-
th of November
1927. *Loell Oliver*

In the year one thousand nine hundred and twenty seven, the thirty first day of October. Before me, Chénier Picard, a Notary Public for the Province of Quebec, residing and practising in the City of Sherbrooke, in the district of St. -- Francis. Came and appeared: Daniel Alphonse McManamy and Terence Gerald Walsh, -- both of the City of Sherbrooke, Brokers, parties hereto of the first part, hereinafter called the Borrowers. And Misses Mary Josephine McManamy, née Walsh, --