

one hundred and ten bounding North westerly by Prince Street and
 Southeastly by lot number one hundred and twenty three (123) which
 said lot had a front of forty (40) feet on said Prince Street and extends
 back in a Southeasterly direction one hundred feet more or less; also as
 the Northeastern half of lot number one hundred and nine (109)
 adjoining said lot number 110 bounding on the Northwest by Prince Street
 aforesaid and on the Northeast by said lot number 110 which said half of
 lot 109 has a front on said Prince Street of twenty (20) feet and extends
 back in a Southeasterly direction one hundred feet more or less. together with
 all houses outhouses barns buildings edifices fences improvements pro-
 fits, privileges and appurtenances to the same belonging or in any manner
 appertaining; and the reversion and reversions remainders and remainders
 rents issues and profits thereof: And also all the estate right title, right
 and tale, homestead interest use possession property claims and demands, either
 at law or in equity of him the said George Rowley, of in to or out of the same and
 every part and parcel thereof with the appurtenances To Have and to hold the
 said lot piece or parcel of land and premises hereby granted bargained and sold
 or meant mentioned or intended or to be and every part and parcel thereof
 with the appurtenances unto the said Mary Ann Sibbott her heirs and
 assigns to the only proper use benefit and behoof of the said Mary Ann
 Sibbott her heirs and assigns forever In witness whereof the said George
 Rowley hath hereunto set his hand and seal the day and year first above
 written Signed, Sealed and delivered in presence
 of (Sgt) John B. Baxter (Sgt) George Rowley. (i.s)

Province of New Brunswick, City and
 County of Saint John s.d. I, John B. M. Baxter, a Notary Public in and for the
 Province of New Brunswick by Royal Authority duly appointed and sworn receiving
 and practicing at the City of Saint John in the City and County of Saint John
 in said Province. Do hereby certify that on this first day of December A.D. 1905
 at the City of Saint John aforesaid before me, the said Notary, personally came and
 appeared the within named Grantor, George Rowley, to me known, and acknowledged
 that he executed the within written Instrument as and for his act and
 deed and to and for the uses and purposes therein mentioned and contained.
 In testimony whereof, I, the said Notary have hereunto set my hand and
 notarial seal at the City of Saint John aforesaid the day and year in this
 certificate above written.

(i.s)
 Registered 3rd December, A.D. 1905
 Book 1345 p. 77
 (Sgt) John B. Baxter
 J. W. McCallum
 Notary Public

210
 Deed No 78272
 R. Richard DeBury
 do
 Peter Mc Intyre
 In Chancery File Q-185
 This Indenture made the Fourteenth day of November
 in the year of our Lord one thousand nine hundred
 and five Between R. Richard DeBury of the City
 of Saint John, in the City and County of Saint
 John and Province of New Brunswick, Esquire,
 of the one part, and Peter Mc Intyre, of the same place, merchant, of the other part.
 Witnesses that the said R. Richard DeBury in consideration of the sum of
 One dollar, lawful money of Canada, paid by said Peter Mc Intyre to said
 R. Richard DeBury, the receipt whereof is hereby acknowledged, doth hereby grant
 bargain and sell unto the said Peter Mc Intyre his heirs and assigns all that
 certain lot, piece or parcel of land situate lying and being in the City of Saint

John aforesaid and described as follows: Beginning on the southerly side of main Street where the easterly side line of property in the possession or occupation of Doctor Roberts strikes the same thence easterly along the said side of main Street seventy five feet thence southerly parallel to Harrison Street two hundred and thirteen feet to the southerly side line of a reserved passage (twelve feet wide) thence westerly fifty feet or to the Northwesterly corner of a lot in the possession or occupation of one Martha Burns thence continuing westwardly along the Northwesterly line of said Burns lot fifty nine feet or until it strikes the rear line of the lot in the possession or occupation of one John B. Wallace thence Northwardly along the rear line of lots fronting on Douglas Avenue one hundred feet more or less to the Northwesterly corner of a lot of land conveyed by said R. Richard DeBury to the Trustees of the Christian Church thence westerly along the Northwesterly side of said lot to Douglas Avenue thence Northwesterly along Douglas Avenue thirteen feet to the Southwesterly corner of said Doctor Roberts' lot at a distance ^{thence easterly along the southerly side of said street to} of thirteen feet more or less from said Church lot, seventy one feet to the Southeastly corner of said Roberts' lot and thence Northwesterly following the easterly side of said Roberts' lot, seventy seven feet to the place of beginning, subject to a right of way given the Trustees of the Christian Church over that portion of said land lying between the said Church lot and the Roberts' lot and also to the mortgage hereinafter referred to together with full and free right of way for turn and travel and his and their tenants and servants and others authorized by him or them in common with all others having the like right, with or without horses, carts and carriages of all descriptions for all purposes connected with the use and enjoyment of the said land hereby granted, an appurtenant thereto, and along the reserved passage way twelve feet in width now laid out between the Southwesterly corner of the land hereby granted and Harrison Street, all of which is shown on the plan hereto annexed together also with all that the full right of using in common with all others having the like right to sewers, gutters constructed by the said R. Richard DeBury from the dwelling houses on said lot hereby granted through the land of said R. Richard DeBury adjoining said lot hereby granted to the main or public sewer on Harrison Street aforesaid and for this purpose forever hereafter to repair and maintain such sewers in such manner as may be reasonable and proper in that behalf making good nevertheless at his own expense all damage or disturbance which may be caused to the surface of the said land of said R. Richard DeBury in relation to such repairs and maintenance. Together also with all buildings and erections on the said land hereby granted, standing and being and the easements and appurtenances thereto belonging or reputed to be, and the revenues and accessories, remainders and remainders, rents, issues and profits thereof and all the estate, right, title, interest, equity of Redemption, property claims and demands at law and in equity of the said R. Richard DeBury, of, in and to the said lands and premises and every part and parcel thereof. To have and to hold all and singular the hereinbefore and premises hereby granted or expressed to be (subject nevertheless to the mortgage hereinafter mentioned) unto and to the use

of the said Peter M. Intyre his heirs and assigns forever And the said Peter M. Intyre doth hereby for himself his heirs, executors, administrators and assigns covenant with the said R. Viskart DeBury his executors, administrators and assigns that he the said Peter M. Intyre his heirs, executors, administrators or assigns will pay the principal sum secured by a certain Indenture of Mortgage whereby one Henry J. Simonds and Letitia Ann his wife by Condemne of Mortgage bearing date the fourteenth day of May A D 1856 conveyed unto one David J. Howard certain lands and premises therein described (part whereof is herein before described and expressed and intended to be hereby granted) to secure the payment of the sum of one thousand pounds herein referred to as four thousand dollars and interest on the manner therein set forth as will more fully appear by reference to said Indenture in record in the registry thereof in the Office of the Registrar of deeds in and for the City and County of Saint John in Book E No 4 of Records pages 449 450 451; and all interest hereafter to become due thereunder and will at all times hereafter keep indemnified the said R. Viskart DeBury his heirs executors and administrators from and against the payment of the said sum of four thousand dollars and the interest thereof and every part thereof respectively and from and against all actions claims and demands for or on account of the same or on any issue relating thereto And it is hereby mutually covenanted and agreed by and between the parties hereto that the said R. Viskart DeBury his heirs and assigns in and upon the land of him the said R. Viskart DeBury on main Street and Barrison Street aforesaid adjoining said lot of land hereby granted, and the said Peter M. Intyre his heirs and assigns in and upon the lands hereby granted, will not at any time hereafter use, exercise or carry on nor permit to be built used, exercised or carried on any smithery, slaughterhouse, butchery tannery soap factory tallow chandlery theatre for dramatic purposes or taverns or trade or the sale of spirituous liquors or any other noisy noxious or offensive trade or occupation whatsoever In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered in presence
 of alterations by me initialed and made (Sgd) R. Viskart DeBury (U.S.)
 (Sgd) E. Y. O. Knowles (Sgd) Peter M. Intyre (U.S.)

Province of New Brunswick City and County of Saint John del Edward Y. O. Knowles a Notary Public in and for said Province of New Brunswick by Royal Authority duly appointed and sworn and resident and practising therein do hereby certify that on this first day of December A D 1905 at the City of Saint John in said Province before me the said Notary Public personally came R. Viskart DeBury and Peter M. Intyre parties to the foregoing Indenture and acknowledged they did sign seal execute and deliver the said Indenture as and for their respective act and deed and for the uses and purposes in it expressed and contained In Testimony Whereof, I the said Notary Public have hereto subscribed my name and hereto affixed my official and Notarial Seal at the said City of Saint John the day and year last above in this certificate written

(L.S.) (Sgd) E. Y. O. Knowles
 Registered 2nd December A.D. 1905 Notary Public
 about 12.50 p.m. *J. W. Bellan*