

39 ✓

Registered at 3:10 p.m. of the 4th day of January A. D. 1949

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This Indenture,

made this 10th day of June in the year of Our Lord
One Thousand Nine Hundred and forty-eight

Between THE ROYAL TRUST COMPANY one of the Trust Companies of Canada
having an office at Halifax, in the Province of Nova Scotia, and SAMUEL
CARR BROOKFIELD of Halifax aforesaid, Executors and Trustees of and
under the Last Will and Testament of John Waites Brookfield, late of
Halifax, in the Province of Nova Scotia, Contractor, hereinafter called
the "GRANTORS"

of the One Part, and CYRIL F. ABBOTT of Halifax, in the Province of Nova Scotia,
Merchant, hereinafter called the "GRANTEE"

of the Other Part

Witnesseth That the said Grantors

for and in consideration of the sum of Three Thousand Five Hundred Dollars (\$3,500.00)
of lawful money of the Dominion of Canada, to the said Grantors

in hand well and truly paid by the said Grantee

at or before the ^{en} sealing and delivery of **These Presents**, (the receipt whereof is hereby
acknowledged) have and each of them hath granted, bargained, sold, aliened,
released, remised, conveyed and confirmed and by These Presents do and
each of them doth grant, bargain, sell, alien, enfeoff, release, remise
convey and confirm

Grantee, his

Heirs, and Assigns, ALL that piece and parcel of land situate on the north
side of Inglis Street in the City of Halifax and described as follows:
Beginning on the northern boundary line of Inglis Street at the
southeastern angle of that lot formerly conveyed by the Eastern Trust
Company to Miss Una B. Thomson; thence to run on the eastern boundary
line of the said lands conveyed to the said Una B. Thomson, northwardly,
140 feet unto the northeastern angle thereof; thence to run on a

1024

prolongation of the northern boundary line of the said last named lands, eastwardly, 136 feet, more or less, unto the western boundary line of a proposed street known as "Marlborough Street"; thence to run on the western boundary line of the said Marlborough Street, southwardly 140 feet more or less, unto the first mentioned northern boundary line of Inglis Street; thence to run on the said northern boundary line of Inglis Street, westwardly 136 feet, more or less unto the point of beginning.

together with all and singular the Buildings, Easements, Tenements, Hereditaments and Appurtenances to the same belonging, or in anywise appertaining, with the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand, both at law and in Equity of the said Grantors

of, in, to or out of the same, or any part thereof. ~~TO HAVE AND TO HOLD, the said land and Premises with the appurtenances, and every part thereof, unto and to the use of the said~~

The said hereinbefore described lands shall be subject to the following building and other restrictions and conditions which shall be deemed to be covenants running with the lands for the benefit of the owner or owners from time to time of the lands now or formerly owned and occupied and in possession of Richard Leslie Halliburton Collins fronting on Inglis Street aforesaid of which the said hereinbefore specifically described lands form a part.

(a) That no building shall be erected nearer than 20 feet from any city Street line; (b) That no building shall be erected except a residential building for the use of a single family nor shall any building now or hereafter erected be used for other than residential purposes; (c) That no building shall be erected costing less than Seven Thousand Dollars (\$7,000.00); (d) That only two buildings shall be erected, provided however that necessary garages or other outbuildings may be erected in connection with a private residence.

AND the Grantee, his Heirs and Assigns, hereby covenants, promises and agrees to and with the said Grantors their Heirs, successors and assigns, to observe and perform the said covenants, restrictions and conditions. TO HAVE AND TO HOLD, the said land and premises, with the appurtenances, and every part thereof, unto the said Grantee, his heirs and assigns, to his and their sole use, benefit and behoof forever.

AND the said Grantors hereby covenant that they have not executed or done or knowingly suffered or been party or privy to any deed or thing whereby or by means whereof the subject matter of this conveyance or any part thereof is or may be impeached, charged, affected, or encumbered in title, estate or otherwise or whereby or by means whereof they are in anywise hindered from conveying the subject matter of this conveyance of any part thereof in the manner in which it is expressed to be conveyed.

In Witness Whereof, the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

J. D. Campbell
Witness as to execution
by THE ROYAL TRUST COMPANY
J. D. Campbell
J. D. Campbell

THE ROYAL TRUST COMPANY

H. F. Haliburton

H. F. Haliburton, Manager, Halifax Branch

G. F. Publicover

G. F. Publicover, Secretary, Halifax Branch
(L.S.)

Samuel Carr Brookfield (1s)
Executors and Trustees of and under the
Last Will and Testament of John Waites
Brookfield
Cyril F. Abbott (1s)

1024

Province of Nova Scotia
COUNTY OF Halifax S.S. }

On this 23rd day of June A.D., 1948
before me, the subscriber, personally came and appeared John D. Campbell

a subscribing Witness to the foregoing Indenture, who having been by me duly sworn, made oath and
said that Samuel Carr Brookfield one of

the parties thereto, signed, sealed and delivered the same in his presence.

J. W. Godfrey

A Barrister of the Supreme Court of Nova Scotia.

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX S.S.)

On this 23rd day of June A.D. 1948, before me the subscriber,
personally came and appeared John D. Campbell a subscribing Witness
to the foregoing Indenture, who having been by me duly sworn, made
oath and said that The Royal Trust Company, one of the parties thereto,
caused the same to be executed by the hand of H. F. Haliburton its
Manager and G. F. Publicover its Secretary and its corporate seal
to be thereunto affixed by the hand of its said G. F. Publicover
in his presence.

J. W. Godfrey A Barrister of the Supreme Court of Nova Scotia.

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX S.S.)

On this 23rd day of June, A.D. 1948, before me the subscriber,
personally came and appeared John D. Campbell a subscribing
Witness to the foregoing Indenture, who having been by me duly
sworn, made oath and said that CYRIL F. ABBOTT, one of the parties
thereto, signed, sealed and delivered the same in his presence.

J. W. Godfrey A Barrister of the Supreme Court of Nova Scotia.