

## SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the northern side of Inglis Street in the City and County of Halifax, Nova Scotia, and being shown on a plan showing subdivision of property of Cyril F. Abbott, made by George T. Bates, Provincial Land Surveyor, and dated June 8th, 1948, said Lot No. 2 being more particularly described as follows:-

BEGINNING on the northern official street line of Inglis Street at a point distant westerly three hundred and ninety-eight feet from the intersection formed by the said northern official street line of Inglis Street and the western official street line of Wellington Street; the said point of beginning being also the southeast corner of Lot No. 1 as shown on said plan;

THENCE northerly along the eastern boundary of Lot No. 1 one hundred and forty feet to the northeast corner thereof;

THENCE easterly parallel with the northern official street line of Inglis Street sixty-nine point twenty-five feet to an iron pipe;

THENCE southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid;

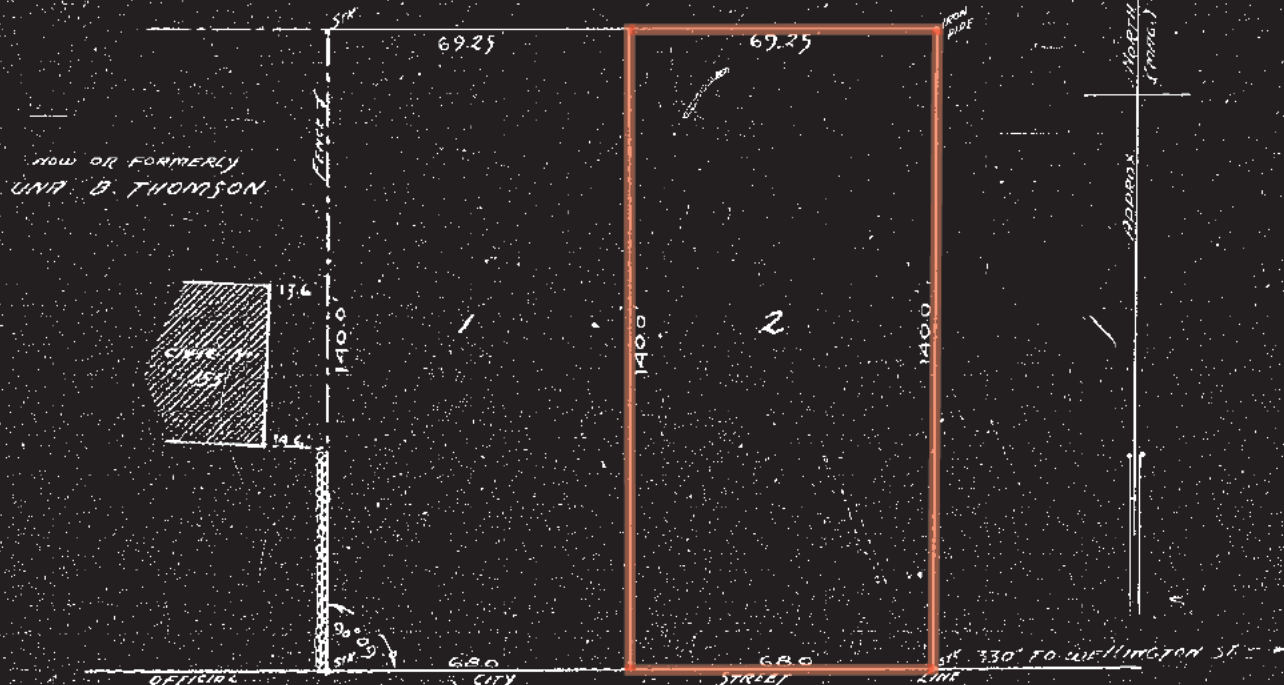
THENCE westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning;

SUBJECT to an Agreement made between Harold C. Read et ux and J. L. Ilsley et ux, dated July 29th, A.D., 1965, and recorded in the Registry of Deeds at Halifax, N.S., in Book 2061, Page 1002.

<b>REFERENCE INFORMATION</b> Information contained herein is for reference purposes only. In the event of discrepancy, the metes and bounds description shall have precedence.	PID#	0	0	0	5	3	4	4	7
	AAN#	0	1	9	9	1	4	3	4

Survey and Plan 948  
June 26<sup>th</sup> 1948

Subject Property -----



INGLIS

STREET

PLAN

SHOWING SUBDIVISION OF PROPERTY OF

CYRIL F. ABBOTT

— INGLIS STREET —

HALIFAX

NOVA SCOTIA

SCALE 1"=40

JUNE 8<sup>th</sup> 1948

George T. Bates  
GEORGE T. BATES PLS.

X. A.

3572 ✓

Registered at 10.55 A. m. of the 13th day of October

A. D. 1943 on the oath of  
W. H. Thomson  
G. L. Torey**This Indenture,**made this **Second** day of **September** in the year of Our Lord  
One Thousand Nine Hundred and forty- **three**.**Between** **RICHARD LESLIE HALLIBURTON COLLINS**, of Thurston House  
Thurston Bury, St. Edwards in the County of Suffolk,  
England, Lieutenant Colonel in His Majesty's Forces,  
and **NICOLE LOUISE MARIE COLLINS**, his wife, hereinafter  
called the "Grantors"  
of the One Part, and**JOHN W. BROOKFIELD**, of Halifax in the County of  
Halifax, hereinafter called the "Grantee"

of the Other Part

**Witnesseth** That the said **Grantors**for and in consideration of the sum of **One Dollar**of lawful money of the Dominion of Canada, to the said **Grantor**in hand well and truly paid by the said **Grantee**at or before the ensembling and delivery of **These Presents**, (the receipt whereof is hereby  
acknowledged) have and each of them hath granted,  
bargained, sold, aliened, enfeoffed, 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 unto the said**Grantee, his****Heirs, and Assigns, ALL** that certain lot, piece or parcel of land situate,  
lying and being in the City and County of Halifax and Province of  
Nova Scotia, and more particularly described as follows, viz:  
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 prolongation of the northern boundary line of the said

last named landg 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

CONTINUED ON PAGE 960

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 the said

Heirs and Assigns to their sole use, benefit and behoof forever.

And the said Grantee, his Heirs and Assigns,

for

Heirs, Executors and Administrators hereby

covenant promise and agree to and with the said Grantors, their Heirs and Assigns to observe and perform the said covenants, restrictions and conditions.

Heirs and Assigns, in manner following, that is to say: That it shall be lawful for the said

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 for themselves, their Heirs, Executors, and Administrators, hereby covenant, promise and agree to and with the said Grantee, his Heirs and Assigns, in manner following, that is to say: That it shall be lawful for the said Grantee, his

Heirs and Assigns, from time to time, and at all times, hereafter, peaceably and quietly, to enter into the said Land and Premises, and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by the said

### Grantors

or any person or persons whomsoever, lawfully claiming or to claim the same. And also that the said

### Grantors, have

a good, sure perfect and indefeasible estate of inheritance in fee simple in the said Land and Premises, and good right, full power and lawful authority to sell and convey the same, in manner and form as they are hereby sold and conveyed and mentioned or intended so to be and that the same are free from encumbrances.

~~And that the said~~

heirs, executors and administrators, at the request and at the charges of the said

shall and will from time to time and all times hereafter execute or cause to be executed such further and other acts, conveyances and assurances in the law for the better assuring to the said

heirs and assigns, of the land and premises above described in manner as above conveyed or mentioned and intended so to be as by the said

heirs or assigns, or their counsel learned  
in the law shall be reasonably advised or required.

And lastly that the said

Grantors, their

Heirs, the said Land and Premises and every part thereof, unto the said

Grantee, his

Heirs and Assigns, against the lawful claims of all persons whomsoever, shall and will by these present WARRANT and forever DEFEND.

**In Witness Whereof,** the said Grantors have executed These Presents by their Attorney, The Eastern Trust Company, and the Grantee has executed These Presents the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

W. H. Thomson

C. L. Torey

Witness to the signature  
of John W. Brookfield

Richard Leslie Halliburton Collins (ls)

Nicole Louise Marie Colline (ls)

By THE EASTERN TRUST COMPANY  
F. B. McCurdy President  
F. H. M. Jones General Manager  
Attorney (L.S.)

John W. Brookfield (ls)

COUNTY OF

**\$.**

Be it Remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 194\_\_\_\_  
before me, the subscriber, personally came and appeared \_\_\_\_\_

mentioned in the foregoing Indenture, who, having been by me examined separate and apart from her said husband, did declare and acknowledge that the said Indenture, is her free act and deed, and that she executed the same freely and voluntarily, without fear, threat or compulsion of, from or by her said husband, and for a full release of all her claims to the land and premises therein mentioned.

### Province of Nova Scotia

COUNTY OF

**Halifax**

### 2.3.

F.B.A.  
October

A. D., 194 3

before me, the subscriber, personally came and appeared W. H. Thomson

a subscribing Witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that The Eastern Trust Company, Attorney for Richard Leslie Halliburton Collins, and Nicole Louise Marie Collins, caused the ~~the parties thereto, signed, sealed and delivered the same in his presence~~ same to be executed by F. B. McCurdy its President and F. H. M. Jones, its General Manager, and its corporate seal to be affixed thereto by its proper officers in his presence.

F. B. A. Chipman A Commissioner of the Supreme Court of Nova Scotia.

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX SS

**F.B.A.**

On this 6th day of October, A. D., 1943, before me, the subscriber personally came and appeared C. L. Torey a subscribing Witness to the foregoing Indenture, who having been by me duly sworn made oath and said that John W. Brookfield, one of the parties thereto, signed, sealed and delivered the same in his presence.

F. B. A. Chipman A Commissioner of the Supreme Court of Nova Scotia.  
CONTINUED FROM PAGE 95g.

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 owned and occupied and in possession of the Grantors 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 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; (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.

Subject Property -----  
Deed 3572 863/957 -----

ROBIE STREET

Collins Field 1404.31

STREET

STREET

INGLIS

SOUTH

MARLBOROUGH STREET

WELLINGTON

STREET

Property outlined in red  
by deed from Richard Leslie Wellbourn Collins

Property outlined in yellow  
by deed from Gorsebrook Golf Club

PLAN OF LANDS KNOWN AS COLLINS FIELD

HALIFAX, NOVA SCOTIA

SCALE 50 FEET TO ONE INCH

APRIL 10<sup>th</sup> 1944

PROVINCIAL LAND SURVEYOR

583

39 ✓

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

Sc.

# 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 <sup>en</sup> 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 unto the said

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



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

THE ROYAL TRUST COMPANY

H. F. Halliburton  
H. F. Halliburton, Manager, Halifax Branch

G. F. Publicover

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

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

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

J. D. Campbell

Cyril F. Abbott

(1s)

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 SS )

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 SS )

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.

5629 ✓

Registered at 10152 A.M. of the 12th day of September A. D. 1949

This Indenture made this First day of September

in the year of our Lord One Thousand Nine Hundred and forty-nine

Between Cyril F. Abbott of Halifax in the County of Halifax,  
Real Estate Agent, and Carrie M. Abbott his wife,

hereinafter called the "GRANTOR S" of the one Part;  
and Harold Cecil Read of Halifax in the County of Halifax, Doctor  
and Catherine M. Read his wife

hereinafter called the "GRANTEES" of the Other Part;

Witnesseth, that the said Grantors

for and in consideration of the sum of One dollar

of lawful money of Canada to the said Grantors  
(so)  
in hand well and truly paid by the said Grantee  
at or before the sealing and delivery of These Presents, the receipt whereof is  
hereby acknowledged,

~~and the said Grantors have acknowledged the execution of these presents~~

~~and the said Grantee have acknowledged the receipt of the sum of one dollar~~

do and each of them doth grant, bargain, sell  
alien, enfeoff, release, remise, convey and confirm unto the said Grantees their  
Heirs and Assigns, ~~and~~ and the survivor of them and his or her Heirs and  
Assigns, as joint tenants and not as tenants in common, ALL that certain  
lot, piece or parcel of land situate, lying and being on the northern  
side of Inglis Street in the City and County of Halifax, Nova Scotia,  
and being shown on a plan showing sub-division of property of Cyril F.  
Abbott, made by George T. Bates, Provincial Land Surveyor, and dated June  
8th, 1948, said Lot No. 2 being more particularly described as follows:  
Beginning on the northern official street line of Inglis Street at a  
point distant westerly three hundred ninety-eight feet from the inter-  
section formed by the said northern official street line of Inglis Street  
and the western official street line of Wellington Street, the said point  
of beginning being also the southeast corner of Lot No. 1 as shown on

said plan; thence northerly along the eastern boundary of Lot No. 1, one hundred and forty feet to the north-east corner thereof; thence easterly parallel with the northern official street line of Inglis Street sixty-nine point twenty-five feet to an iron pipe; thence southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid; thence westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning;

and the buildings, hereditaments, easements and appurtenances to the same belonging, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, <sup>property</sup> and demand of the said **Grantors**

of, in or to the same.

To Have And to Hold the said above granted and described land and premises, with the appurtenances, unto and to the use of the said **Grantees, their** Heirs and Assigns ~~for ever~~ and unto and to the use of the survivor of them and his or her Heirs and Assigns, forever, as joint tenants and not as tenants in common

And the said **Grantors** Heirs, Executors and Administrators, do hereby Covenant with the

**Grantees their**

Heirs and Assigns, that they

the said **Grantors**

have a good, sure, perfect and indefeasible estate of inheritance in fee simple in the said land and premises, and have also good right, full power and absolute authority to grant and convey the same in manner and form aforesaid according to the true intent and meaning thereof.

And Also that the said **Grantees**

and **their**

Heirs and Assigns

shall and may, at all times hereafter, peaceably and quietly hold and enjoy the said land and premises, with the appurtenances, without hindrance or disturbance of, from or by the said **Grantors**

or any person or persons whatsoever lawfully claiming the same, or any part thereof, and that the same are free from encumbrances.

And Also that the said Grantor & their Heirs, Executors and Administrators, at the request and at the charges of the said Grantee shall and will from time to time, and at all times hereafter execute or cause to be executed, such further and other acts, conveyances and assurances in the law for the better assuring to the said Grantee & their Heirs and Assigns, of the land and premises above described in manner as above conveyed or mentioned and intended so to be as by the said Grantee & their Heirs and Assigns, or their counsel learned in the law shall be reasonably advised or required.

And Also that the said **Grantors**

and **their**

Heirs,

the said land and premises unto the said **Grantees their**

Heirs and Assigns, against the lawful claims and demands of all persons, shall and will by these presents **Warrant** and forever defend.

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

Signed, Sealed and Delivered  
in the presence of

Cyril F. Abbott

(ls)

Carrie M. Abbott

(ls)

W. J. MacInnes

Province of Nova Scotia

S.S. }

Be It Remembered, that on this

day of

A.D., 194

before me, the subscriber, personally came and appeared

wife of

mentioned in the foregoing Indenture, who having been by me examined separate and apart from her said husband, did declare and acknowledge that the said Indenture, is her free act and deed, and that she executed the same freely and voluntarily, without fear, threat or compulsion of, from or by her said husband, and a full release of all her claims to the land therein mentioned.

A Barrister of the Supreme Court of Nova Scotia.

Province of Nova Scotia

County of Halifax

S.S. }

On this 10th day of

September

A.D., 1949

before me, the subscriber, personally came and appeared

W. J. MacInnes

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

Cyril F. Abbott and Carrie M. Abbott two of

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

Florence M. Bell

A Barrister of the Supreme Court of Nova Scotia.  
Commissioner

THIS AGREEMENT made this

29<sup>th</sup> day of July, A. D. 1965.

BETWEEN:

HAROLD CECIL READ of Halifax, in the County of Halifax, Province of Nova Scotia, Medical Doctor, and CATHERINE M. READ, his wife, of the same place, (hereinafter referred to as "the Reads")

OF THE ONE PART

- and -

JAMES L. ILSLEY of Halifax aforesaid, Chief Justice of Nova Scotia, and EVELYN ILSLEY, his wife, of the same place, (hereinafter referred to as "the Ilsleys")

OF THE OTHER PART

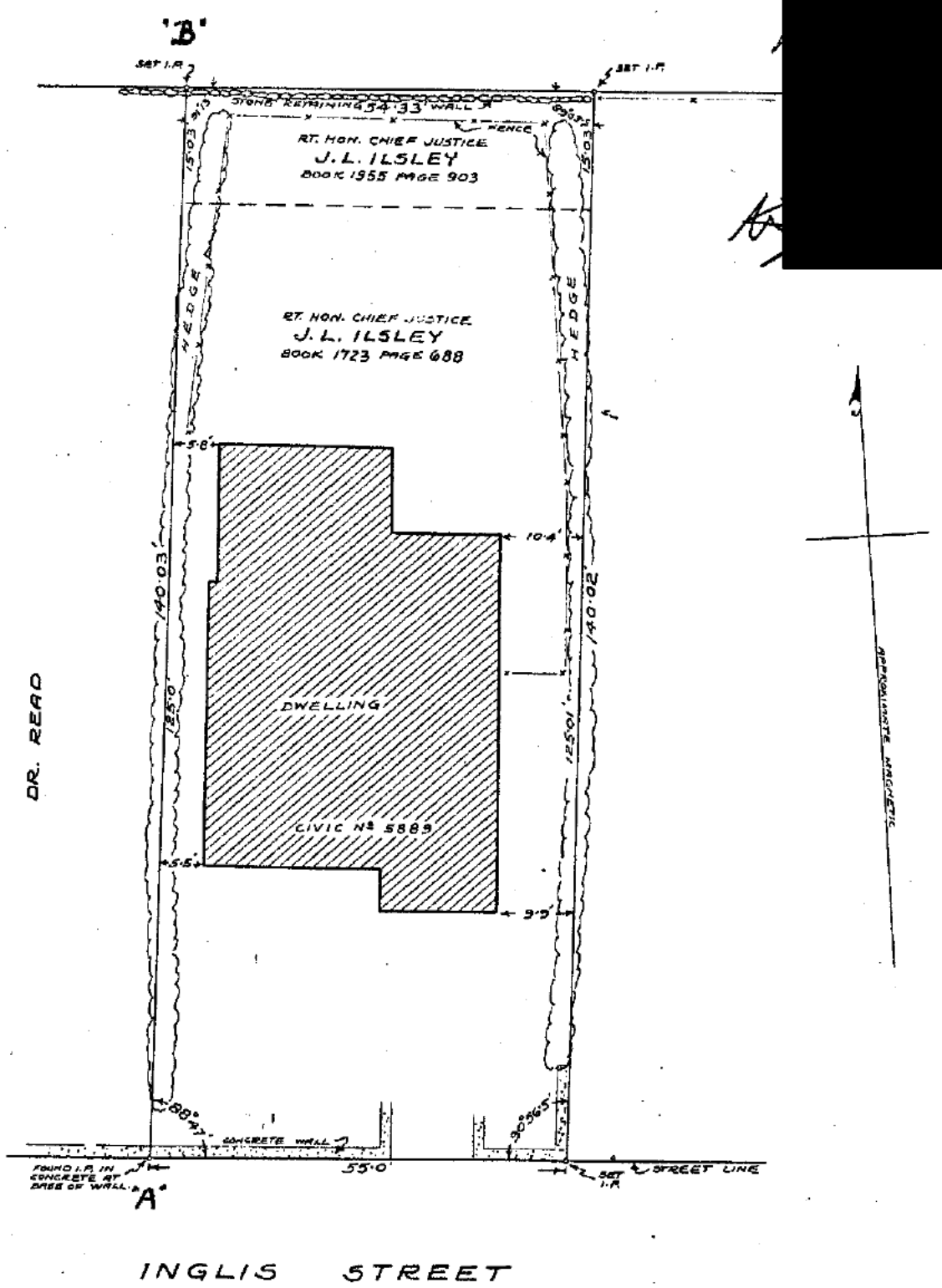
WHEREAS the Reads are the owners in

fee simple and in possession of

<sup>or</sup> ALL that certain lot, piece or parcel of land situate, lying and being on the northern side of Inglis Street in the City and County of Halifax, Nova Scotia, and being shown on a plan showing sub-division of property of Cyril F. Abbott, made by George T. Bates, Provincial Land Surveyor, and dated June 8th, 1948, said Lot No. 2 being more particularly described as follows: BEGINNING on the northern official street line of Inglis Street at a point distant westerly three hundred ninety-eight feet from the intersection formed by the said northern official street line of Inglis Street and the western official street line of Wellington Street, the said point of beginning being also the southeast corner of Lot No. 1 as shown on said plan; THENCE northerly along the eastern boundary of Lot No. 1, one hundred and forty feet to the northeast corner thereof; THENCE easterly parallel with the northern official street line of Inglis Street sixty-nine point twenty-five feet to an



Schedule "A"



PLAN

SHOWING PROPERTY OF  
RT. HON. CHIEF JUSTICE J.L. ILSLEY  
CIVIC NO 5889 INGLIS STREET  
HALIFAX — NOVA SCOTIA

SCALE: 1" = 20'

NOVEMBER 4<sup>th</sup> 1964.

HALIFAX, N.S.

- 2 -

iron pipe; THENCE southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid; THENCE westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning; (hereinafter referred to as "the Reads lot")

AND WHEREAS the said James L. Ilsley is the owner in fee simple and in possession of

ALL that certain lot, piece and parcel of land on the northern side of Inglis Street west of Wellington Street, being shown marked as Lot No. 6 on a plan entitled "Revised Subdivision City Owned Property at Inglis and Wellington Streets", filed in the office of the Commissioner of Works, August 4th, 1945, as Plan No. LL-1-9621, said land being more particularly described as follows: BEGINNING at a point where the western boundary line of Lot No. 5 on said plan intersects the northern official street line of Inglis Street, said point being distant two hundred and seventy-five (275) feet westwardly from the western official street line of Wellington Street; THENCE westwardly along said northern official street line of Inglis Street fifty-five (55) feet, more or less, or to the eastern boundary line of property now or formerly owned by one Brookfield; THENCE northwardly along the said eastern boundary line of the said Brookfield property one hundred and twenty-five (125) feet; THENCE eastwardly and parallel to the northern official street line of Inglis Street fifty-four and four tenths (54.4) feet, more or less, or to the western boundary line of Lot No. 5 on said plan; THENCE southwardly along the said western boundary line of Lot

No. 5 one hundred and twenty-five (125) feet to the place of beginning; subject to certain building and other restrictions and conditions expressed in a Deed dated February 3, 1961, from C. Pink et al to James L. Ilsley, and ALL that certain lot, piece or parcel of land situate, lying and being at the rear of Lot No. 6, said Lot No. 6 being on the northern side of Inglis Street between Wellington Street and Robie Street in the City of Halifax, being Lot 6A as shown on a plan entitled "Plan Showing Land at Rear Civic #5889 Inglis Street", dated November 13, 1963, and being on file in the Office of the Commissioner of Works for the City of Halifax at City Hall as Plan No. 00-0-15853, said land being more particularly described as follows: BEGINNING at the point where the northern boundary line of land now or formerly owned by James Lorimer Ilsley is intersected by the eastern boundary line of land now or formerly owned by Harold Cecil and Catherine M. Read; THENCE northwardly along the said eastern boundary line of land now or formerly owned by Harold Cecil and Catherine M. Read for a distance of fifteen feet (15'); THENCE eastwardly parallel to and distant northwardly fifteen feet (15') from the said Ilsley's northern boundary line for a distance of fifty-four feet and thirty-three hundredths of a foot (54.33') to the prolongation northwardly of the eastern boundary line of said Ilsley's land; THENCE southwardly along the said prolongation northwardly of said Ilsley's eastern boundary line for a distance of fifteen feet (15') to the said Ilsley's northern boundary line; THENCE westwardly along the said

- 4 -

Ilsley's northern boundary line for a distance of fifty-four feet and four tenths of a foot (54.4') more or less, or to the place of beginning, CONTAINING an area of eight hundred and sixteen square feet (816 sq. ft.) - (hereinafter referred to as "the Ilsley lot");

AND WHEREAS the boundary line between the Reads lot and the Ilsley lot is shown as a straight line between an iron pipe set in concrete at base of wall on the northern official street line of Inglis Street and an iron pipe set in the westward continuation of the line of the stone retaining wall on the northern boundary of the Ilsley lot on a "Plan showing property of Rt. Hon. Chief Justice J. L. Ilsley, Civic No. 5889 Inglis Street, Halifax, Nova Scotia" dated November 4th, 1964 made by J. D. MacKenzie, Provincial Land Surveyor, which said plan is attached hereto marked "Schedule "A" and hereafter referred to as "the said plan", the location of the said iron pipes being shown on the said plan by the letters "A" and "B" respectively.

NOW THIS AGREEMENT WITNESSETH that in consideration of These Presents and the sum of One Dollar of lawful money of Canada now paid by each of the parties hereto to the other (the receipt whereof by each of the parties hereto from the other is hereby acknowledged) and for other good and valuable consideration each of the parties hereto acknowledges and agrees each with the other as follows:-

1. That the line marked A-B on the said plan is the boundary line between the Reads lot and the Ilsley lot.
2. That the land lying to the east of the line marked A-B on the said plan is the land of the said James L. Ilsley.
3. That the land lying to the west of the line marked A-B on the said plan is the land of the Reads.

4. That any portion of the land lying to the east of the line marked A-B on the said plan which is in the possession, occupation or use of the Reads is in their possession, occupation or use only with the consent, permission and license of the said James L. Ilsley.

5. That any portion of the land lying to the west of the line marked A-B on the said plan which is in the possession, occupation or use of the said James L. Ilsley is in his possession, occupation or use only with the consent, permission and license of the Reads.

And in and for the consideration aforesaid the Reads do and each of them doth hereby remise, release and forever quit claim to the said James L. Ilsley, his Heirs and Assigns all their right, title and interest in the land lying to the east of the line marked A-B on the said plan and the Ilsleys do and each of them doth hereby remise, release and forever quit claim to the Reads, their Heirs, and Assigns all their right, title and interest in the land lying to the west of the line marked A-B on the said plan.

Nothing hereinbefore contained shall derogate from the right of either party hereto, at any time hereafter, to withdraw and cancel the consent, permission and license hereby given and granted to the other party hereto to possess, occupy or use the lands of the other.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their Heirs, Executors, Administrators and Assigns, respectively.

- 6 -

IN WITNESS WHEREOF the said Parties

hereto have hereunto their hands and seals set and affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of

... [REDACTED]  
Harold Cecil Read

..... [REDACTED]  
Catherine M. Read

... [REDACTED]  
James L. Hsley

... [REDACTED]  
Evelyn Hsley

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HALIFAX SS )

On this 30<sup>th</sup> day of July, A. D. 1965, before me, the subscriber, personally came and appeared *W. J. Mac James* of Halifax, a subscribing Witness, to the foregoing Indenture, who having been by me duly sworn, made oath and said that Harold Cecil Read and Catherine M. Read, two of the parties thereto signed, sealed and delivered the same in his presence.

.....  
A

E. J. Flinn  
A Barrister of The Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HALIFAX SS )

On this 30<sup>th</sup> day of July, A. D. 1965, before me, the subscriber, personally came and appeared *W. J. Mac James* of Halifax, a subscribing Witness, to the foregoing Indenture, who having been by me duly sworn, made oath and said that James L. Ilsley and Evelyn Ilsley, two of the parties thereto signed, sealed and delivered the same in his presence.

.....  
A

E. J. Flinn  
A Barrister of The Supreme Court  
of Nova Scotia

Province of Nova Scotia  
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N. S. at 4:16 o'clock P. M., of the 30<sup>th</sup> day of *July* A. D. 1965 in Book Number 2061 at Pages 1002-1008

of the County of Halifax

**This Indenture**

made this 31st day of May  
in the year of our Lord One Thousand Nine Hundred and Sixty-eight;

**Between**

HAROLD CECIL READ, of Halifax, in the County of  
Halifax, Province of Nova Scotia, Physician, and  
CATHERINE M. READ, his wife, of the same place,

hereinafter called the "GRANTORS" of the one Part: and

HAROLD BURGESS SABEAN of Halifax, in the County of  
Halifax, Province of Nova Scotia, Physician, and  
JEAN ELIZABETH SABEAN, his wife, of the same place,  
as Joint Tenants and not as Tenants in Common,

hereinafter called the "GRANTEES" of the Other Part:

**Witnesseth**, that the said Grantors for and in consideration of the sum of  
One Dollar

of lawful money of Canada to the said Grantors in hand well and truly paid by the said  
Grantee at or before the sealing and delivery of ~~These Presents~~, the receipt whereof is hereby  
acknowledged, do and each of them doth grant, bargain, sell, alien, enfeoff,  
release, remise, convey and confirm unto the said Grantees, their Heirs and Assigns,  
as Joint Tenants and not as Tenants in Common,

ALL that certain lot, piece or parcel of land situate, lying  
and being on the northern side of Inglis Street in the City  
and County of Halifax, Nova Scotia, and being shown on a plan  
showing subdivision of property of Cyril F. Abbott, made by  
George T. Bates, Provincial Land Surveyor, and dated June 8th,  
1948, said Lot No. 2 being more particularly described as  
follows:-

BEGINNING on the northern official street line of Inglis  
Street at a point distant westerly three hundred and ninety-  
eight feet from the intersection formed by the said northern  
official street line of Inglis Street and the western official  
street line of Wellington Street; the said point of beginning  
being also the southeast corner of Lot No. 1 as shown on said  
plan;

THENCE northerly along the eastern boundary of Lot No. 1 one  
hundred and forty feet to the northeast corner thereof;

THENCE easterly parallel with the northern official street  
line of Inglis Street sixty-nine point twenty-five feet to an



iron pipe;

THENCE southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid;

THENCE westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning;

SUBJECT to an Agreement made between Harold C. Read et ux and J. L. Ilesley et ux, dated July 29th, A. D., 1965, and recorded in the Registry of Deeds at Halifax, N. S., in Book 2061, Page 1002.

and the buildings, hereditaments, easements and appurtenances to the same belonging, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, property and demand of the said Grantor Sof, in or to the same.

~~To Have and to Hold~~ the said above granted and described land and premises, with the appurtenances, unto and to the use of the said Grantee s, their Heirs and Assigns ~~XXXX~~ as Joint Tenants and not as Tenants in Common, forever, subject as aforesaid.

~~And~~ the said Grantors, for themselves, their Heirs, Executors and Administrators, do hereby ~~Covenant~~ with the Grantee s, their Heirs and Assigns, as aforesaid, that they the said Grantors have a good, sure, perfect and indefeasible estate of inheritance in fee simple in the said land and premises, and have also good right, full power and absolute authority to grant and convey the same in manner and form aforesaid according to the true intent and meaning thereof.

~~And Also~~ that the said Grantee s, their Heirs and Assigns as aforesaid shall and may, at all times hereafter peaceably and quietly hold and enjoy the said land and premises, with the appurtenances, without hindrance or disturbance of, from or by the said Grantor or any person or persons whatsoever lawfully claiming the same, or any part thereof, and that the same are free from encumbrances., subject as aforesaid.

~~And Also~~ that the said Grantors, their Heirs, Executors and Administrators, at the request, and at the charges of the said Grantee shall and will from time to time, and at all times hereafter execute or cause to be executed, such further and other acts, conveyances and assurances in the law for the better assuring to the said Grantee s, their Heirs and Assigns as aforesaid of the land and premises above described in manner as above conveyed or mentioned and intended so to be as by the said Grantees, their Heirs and Assigns as aforesaid or their counsel learned in the law shall be reasonably advised or required.

And Also that the said Grantors and their Heirs, the said land and premises unto the said Grantees, their Heirs and Assigns as aforesaid against the lawful claims and demands of all persons, shall and will by these presents warrant and further defend., subject as aforesaid.

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N. S. at 3:20 o'clock P. M., of the 3rd day of June A. D. 1968 in Book Number 2244 at Pages 587-588

Registrar of Deeds for

In Witness Whereof, the said Grantors of these presents

have hereunto their hands and seals set and affixed this 31st day of May, A.D., 1968.

Signed, Sealed and Delivered  
in the presence of

[Redacted Signature] [Redacted Signature]

I hereby certify that the Deed Transfer Tax on the within described property transfer has been paid in full on this

3rd day of June A.D. 1968

for CIT [Redacted Signature]

Province of Nova Scotia

County of

SS.

On this day of A.D. 1968, before me, the subscriber, personally came and appeared of Halifax, a subscribing Witness, to the foregoing Indenture, who having been by me duly sworn, made oath and said that

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

A

of the Supreme Court of Nova Scotia.

Province of Nova Scotia

County of Halifax

SS.

I, W. J. MacInnes, hereby certify that on the 31st day of May, A.D. 1968, the foregoing Indenture was signed, sealed and delivered by the said Harold Cecil Read and Catherine M. Read, two of the parties thereto, in my presence.

W. J. MacInnes

A Barrister of The Supreme Court  
of Nova Scotia

**This Indenture**

made this 1st

day of April, A.D., 1975.

**Between**

HAROLD BURGESS SABEAN of Halifax,  
in the County of Halifax, Province  
of Nova Scotia, Physician and JEAN  
ELIZABETH SABEAN, his wife of the  
same place,

hereinafter called the "GRANTORS"

of the One Part

- and -

ALBERT W. TAYLOR, Doctor, of Halifax,  
in the County of Halifax, Province of  
Nova Scotia and ANNA G. TAYLOR, his  
wife, of the same place, as joint tenants  
and not as tenants in common,

hereinafter called the "GRANTEES"

of the Other Part

**Witnesseth** that in consideration of One Dollar (\$1.00)

The Grantors hereby convey to the Grantees the lands described in the Schedule marked "A" hereto annexed. as joint tenants and not as tenants in common.

ALL that certain lot, piece or parcel of land situate, lying and being on the northern side of Inglis Street in the City and County of Halifax, Nova Scotia, and being shown on a plan showing subdivision of property of Cyril F. Abbott, made by George T. Bates, Provincial Land Surveyor, and dated June 8th, 1948, said Lot No. 2 being more particularly described as follows:-

BEGINNING on the northern official street line of Inglis Street at a point distant westerly three hundred and ninety-eight feet from the intersection formed by the said northern official street line of Inglis Street and the western official street line of Wellington Street; the said point of beginning being also the southeast corner of Lot No. 1 as shown on said plan;

THENCE northerly along the eastern boundary of Lot No. 1 one hundred and forty feet to the northeast corner thereof;

THENCE easterly parallel with the northern official street line of Inglis Street sixty-nine point twenty-five feet to an iron pipe;

THENCE southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid;

THENCE westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning;

SUBJECT to an Agreement made between Harold C. Read et ux and J. L. Ilsley et ux, dated July 29th, A. D., 1965, and recorded in the Registry of Deeds at Halifax, N. S., in Book 2061, Page 1002.

Province of Nova Scotia  
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N.S. at 3:58 o'clock P.M. on the 12th day of April A. D. 1975 in Book Number 2885 at Pages 28-30

\_\_\_\_\_  
of the County of Halifax

## THE GRANTORS

covenant with the Grantees that the Grantees shall have quiet enjoyment of the lands, that the said Grantor have a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the said Grantors will procure such further assurances as may be reasonably required.

IN WITNESS WHEREOF the Grantors herein have properly executed this Indenture the day and year first above written.

IN THE PRESENCE OF

H

JEAN ELIZABETH SABEAN

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

S.S.

ON THIS 1st day of April, A.D. 1975, before me, the subscriber personally came and appeared J. D. Moore

, a subscribing witness to the foregoing

Indenture, who having been by me duly sworn, made oath and said that HAROLD BURGESS SABEAN and JEAN ELIZABETH SABEAN two of the parties thereto, signed, sealed and delivered the same in his presence.

A Commissioner of the Supreme Court  
of Nova Scotia

JOHN W. ARNOLD

PROVINCE OF NOVA SCOTIA

COUNTY OF

S.S.

ON THIS day of , A.D. , before me, the subscriber personally came and appeared a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that , one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in his presence.

I hereby certify that the Deed Transfer Tax on the within described property transfer has been paid in full on this

A Commissioner of the Supreme Court  
of Nova Scotia

1st day of June, A.D. 1975

① This Indenture made this 22<sup>d</sup>

day of June

A. D., 19 77

BETWEEN

ANNA G. TAYLOR, of Halifax, in  
the County of Halifax, Province  
of Nova Scotia, widow of the late  
Albert W. Taylor, Doctor, of the  
same place

hereinafter called the "GRANTOR"

OF THE ONE PART

and

HENRY LAU, and ASIAN LAU, his wife, both  
of Halifax, in the County of Halifax,  
Province of Nova Scotia, as joint tenants  
and not as tenants in common

hereinafter called the "GRANTEE'S"

OF THE OTHER PART

WITNESSETH that in consideration of the sum of One (\$1.00), . . . Dollars

The Grantor hereby convey s to the Grantee s the lands described in the Schedule marked "A" hereto annexed. As joint tenants and not as tenants in common.

ALL that certain lot, piece or parcel of land situate, lying and being on the northern side of Inglis Street in the City and County of Halifax, Nova Scotia, and being shown on a plan showing subdivision of property of Cyril F. Abbott, made by George T. Bates, Provincial Land Surveyor, and dated June 8th, 1948, said Lot No. 2 being more particularly described as follows:-

BEGINNING on the northern official street line of Inglis Street at a point distant westerly three hundred and ninety-eight feet from the intersection formed by the said northern official street line of Inglis Street and the western official street line of Wellington Street; the said point of beginning being also the southeast corner of Lot No. 1 as shown on said plan;

THENCE northerly along the eastern boundary of Lot No. 1 one hundred and forty feet to the northeast corner thereof;

THENCE easterly parallel with the northern official street line of Inglis Street sixty-nine point twenty-five feet to an iron pipe;

THENCE southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid;

THENCE westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning;

SUBJECT to an Agreement made between Harold C. Read et ux and J. L. Ilsley et ux, dated July 29th, A.D., 1965, and recorded in the Registry of Deeds at Halifax, N.S., in Book 2061, Page 1002.

## THE GRANTOR

covenant s with the Grantee s that the Grantees shall have quiet enjoyment of the lands, that the said Grantor has a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the said Grantor will procure such further assurances as may be reasonably required.

IN WITNESS WHEREOF the Grantor has hereunto set her hand  
and affixed her seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of

ANNA G. TAYLOR

Province of Nova Scotia  
County of Halifax

I hereby certify that the within instrument  
was recorded in the Registry of Deeds Office  
at Halifax, in the County of Halifax, N.S.  
at 3:05 o'clock P. M., on  
the 23 day of June  
A. D. 1977 in Book Number 3126  
at Pages 677-678

Registrar of Deeds for the Registration District  
of the County of Halifax

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX SS

ON THIS 22d day of June, A.D., 1977,  
before me, the subscriber personally came and appeared John Arnold  
, a subscribing witness to the foregoing Indenture,  
who having been by me duly sworn, made oath and said that ANNA G. TAYLOR  
one of the parties thereto, signed, sealed, and delivered  
the same in his presence

I hereby certify that the Deed Transfer  
Tax on the within described property  
transfer has been paid in full on this

23rd day of June

A. D., 1977



Registration Date: From 1749-01-01 To 2002-12-31

Data current from 1749 to Doc. 126354654 registered on 2025/08/28 14:22

( HALIFAX COUNTY )

GRANTORS						
LAU, ASIAN						
LAU, HENRY						
Year	Book / Page	Doc #	Batch #	Inst.	Grantee	Searchers' Notes:
1982	3549 / 519	2737		MORTGAGE	MONTREAL TRUST	114 Barrington Street, Halifax
2002	7196 / 161	47265		DEED	HALIFAX HAVEN G	Lot 2 Cyril F Abbott, Inglis St, Halifax

HALIFAX COUNTY REGISTRY OF DEEDS		
I certify that this document was registered as shown here.		
Gillian Shute Registrar		
47265	7196	16-164
Document #	Book	Pages
OCT 30 2002		8:38
MM DD YYYY		Time

161

THIS WARRANTY DEED made this 30 day of October, 2002.

**BETWEEN:**

**HENRY LAU and ASIAN LAU**, of Halifax, in the County of Halifax, Province of Nova Scotia, being the Owners of the lands described in Schedule "A" herein  
(hereinafter called the "Grantors")

- and -

**HALIFAX HAVEN GUEST HOME SOCIETY**, a body corporate, with an office at Waterville, in the County of Kings County, Province of Nova Scotia,  
(hereinafter called the "Grantee")

**WITNESSETH THAT** in consideration of One Dollar and other good and valuable consideration;

**THE GRANTORS** hereby convey to the Grantee the lands described in Schedule "A" to this Warranty Deed (the "lands") and hereby consent to this disposition, pursuant to the *Matrimonial Property Act* of Nova Scotia.

**THE GRANTORS** covenant with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantors have good title in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances, and that the Grantors will procure such further -- assurances as may be reasonably required.

**IN THIS** Warranty Deed the singular includes the plural and the masculine includes the feminine, with the intent that this Warranty Deed shall be read with all appropriate changes of number and gender.

I hereby certify that:  
The Deed Transfer Tax has been paid  
No Deed Transfer Tax is due and payable  
within described property transfer.  
Dated this 30 day of Oct 2002 AD.  
[Signature]  
Housing and Municipal Affairs  
Gillian Shute Halifax Registrar of Deeds

IN WITNESS WHEREOF, the Grantors have properly executed this Indenture the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of

[Redacted Signature]

[Redacted Signature]

HENRY LAU

[Redacted Signature]

ASIAN LAU

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

I CERTIFY that on this 16<sup>th</sup> day of October, 2002, HENRY LAU and ASIAN LAU, the Grantors in this Deed, signed, sealed and delivered this Indenture in my presence and I have signed as a witness to such execution.

[Redacted Signature]

Catherine S. Walker, Q.C.  
A Barrister of the Supreme Court  
of Nova Scotia

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

We, Henry Lau and Asian Lau of Halifax in the County of Halifax, Province of Nova Scotia, make oath and swear that:

1. We acknowledge that we executed the foregoing instrument under seal on the date of this affidavit.
2. This acknowledgment is made pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 for the purpose of registering the instrument.
3. We are nineteen years of age or older and are resident in Canada under the *Income Tax Act* (Canada).
4. For the purpose of this Affidavit "spouse" means either of a man or a woman who:
  - (i) are married to each other;
  - (ii) are married to each other by a marriage that is voidable and has not been annulled by a judgment of nullity;
  - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
  - (iv) is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
5. We are the spouses of each other. Neither of us has any other spouse or any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*.

SWORN TO at Halifax, in the County of Halifax,  
Province of Nova Scotia this 18 day of October,  
2002, before me,

[Redacted Signature]

Catherine S. Walker, Q.C.  
A Barrister of the Supreme Court of  
Nova Scotia

H

ASL

## SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the northern side of Inglis Street in the City and County of Halifax, Nova Scotia, and being shown on a plan showing subdivision of property of Cyril F. Abbott, made by George T. Bates, Provincial Land Surveyor, and dated June 8th, 1948, said Lot No. 2 being more particularly described as follows:-

BEGINNING on the northern official street line of Inglis Street at a point distant westerly three hundred and ninety-eight feet from the intersection formed by the said northern official street line of Inglis Street and the western official street line of Wellington Street; the said point of beginning being also the southeast corner of Lot No. 1 as shown on said plan;

THENCE northerly along the eastern boundary of Lot No. 1 one hundred and forty feet to the northeast corner thereof;

THENCE easterly parallel with the northern official street line of Inglis Street sixty-nine point twenty-five feet to an iron pipe;

THENCE southerly one hundred and forty feet to the northern official street line of Inglis Street aforesaid;

THENCE westerly along the northern official street line of Inglis Street sixty-eight feet to the place of beginning;

SUBJECT to an Agreement made between Harold C. Read et ux and J. L. Ilsley et ux, dated July 29th, A.D., 1965, and recorded in the Registry of Deeds at Halifax, N.S., in Book 2061, Page 1002.

<b>REFERENCE INFORMATION</b> Information contained herein is for reference purposes only. In the event of discrepancy, the metes and bounds description shall have precedence.	PID#	0	0	0	5	3	4	4	7
	AAN#	0	1	9	9	1	4	3	4