

Secretary of the Acadia Coal Company "LIMITED"

Witness to the Seal and Signature of  
the President and Secretary.

*Henry Ashley*

Witness to Seal and Signature of

\$ 200 <sup>00</sup>/<sub>100</sub>

Received on the day of the date of the foregoing Deed, from the within named  
*Isaiah Gouletier* the sum of *two hundred*  
Dollars of lawful money, being the consideration money herein mentioned.

*J. M. Clouston*  
President of the Acadia Coal Company "LIMITED"

282 185

United States of America )  
STATE OF NEW YORK )  
CITY OF NEW YORK, S.S. )

I, *A. Percy Ashley* of the City of New York,  
in the State of New York, in the United States of America, make oath and say that I am  
a subscribing witness to the foregoing Deed of Indenture; that I was personally present and  
did see the ~~ACADIA COAL COMPANY~~ <sup>LIMITED</sup> by their President and Secretary, duly sign, seal and  
execute the same for the purposes therein contained.

Sworn to at New York aforesaid  
this *22<sup>nd</sup>*  
of *April* A.D. 188*8*



Before me  
*William McCoy*

Notary Public  
Kings County  
N. Y.

Certified filed in N. Y. Co.

United States of America,  
STATE OF NEW YORK,  
CITY OF NEW YORK, S.S.

*William Mollay*

of the City of New York,

in the State of New York, in the United States of America, a Notary Public, by lawful authority duly admitted, qualified and sworn, residing and practicing at New York aforesaid, do hereby certify to all whom it doth concern, that

*H. Percy Ashley*

whose name is subscribed to the foregoing affidavit, personally appeared before me on the day of the date hereof, and made solemn oath that the contents of the same are true, and that he was personally present and did see the ACADIA COAL COMPANY, one of the parties to the foregoing Deed of Indenture, by their President and Secretary, duly sign, seal and execute the same for the purposes therein contained.

In Witness Whereof, I have hereunto subscribed my hand and affixed my

Notarial Seal, this

*Twelfth*

day

of *April*

in the year of our Lord 1888.



*William Mollay*

Notary Public,  
Kings County,  
N. Y.

Certificate filed in N. Y. Co.

Province of Nova Scotia  
Registrars Office Pictou 19<sup>th</sup> May 1888 I Certify that the within  
Instrument was duly registered at 11 A.M. of the above day in  
Book 91 pages 716, 717, 718, 719 & 720 and this certificate of William Mollay Not. Pub.  
*John Ferguson*  
Reg.

J. Brewster

11-19

420

This Indenture Made this *Twelfth* day of *April* in the year of our Lord One Thousand Eight Hundred and *eighty eight*, Between the ACADIA COAL COMPANY, <sup>"LIMITED"</sup> a body corporate, of the one part, and

*John Brewster*

of the other part, WITNESSETH, That the said ACADIA COAL COMPANY, for and in consideration of the sum of *Two hundred*

Dollars of lawful money of the United States, to them in hand paid by the said

*John Brewster*

at or before the ensembling and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, entefeoff, conveyed and confirmed, and by these Presents do grant, bargain, sell, alien, remise, release, entefeoff, convey and confirm unto the said

*John Brewster*

heirs and assigns, all that certain lot, piece or parcel of LAND, situate, lying, and being at *Westville* in the County aforesaid, abutted, bounded, and described as follows: that is to say

*Beginning* *at the intersection of the* *Quinn road* *which runs* *westward of the* *W. C. M. R. R. Road* *at a point* *distance on the said road from the intersection with the* *Quinn road*

new names and survey No. 20 (14 Chs - 90 Lbs) thence north  
with thirty four degrees east (N 34° E) sixteen Chans and survey  
No. 10 (16 Chs - 90 Lbs) or to the boundary line between Reading Court  
Ld. and Now Scotia Road Co. as defined by original Contract Oct. 1886  
thence along said line south westerly five degrees west (N 65° W) five  
Chans and twelve links (5 Chs - 12 Lbs) thence south thirty four  
degrees west (S 34° W) sixteen Chans and twelve links (16 Chs - 12 Lbs)  
or to the south side of the Old <sup>Rail</sup> Road thence along said  
Road south fifty five degrees east (S 55° E) to the place of  
beginning containing all eight acres and thirty square  
rods (8 acs 30 sq. Rods) more or less.

Together with the buildings, easements, ways, waters, water-courses and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, with all the estate, right, title, interest, property, claim and demand of the said ACADIA COAL COMPANY, <sup>"LIMITED"</sup> OF, IN, to, out of and upon the said described lot, piece and parcel of land, and every part and parcel thereof, excepting and reserving nevertheless to the said ACADIA COAL COMPANY, <sup>"LIMITED"</sup> its successors and assigns, all beds and seams of coal, in and under said land and premises, and also the right to excavate and dig under and beneath said premises, and every part thereof, for the purpose of mining and raising coal and other minerals in such places and at such times, and in such manner and ways as the officers of the said ACADIA COAL COMPANY, <sup>"LIMITED"</sup> its successors or assigns may deem expedient, and to do such other work as may be incident or necessary in that behalf, without being or becoming liable in any way to the said

*Isaiah Bowtcher*

or any person or persons whomsoever claiming under.

*him* for any loss or damage sustained, or alleged to be sustained in consequence of, or in connection with, any of the mines and excavations now existing under said premises, or of any which may hereafter be made there, or of any mining work or operations which may hereafter be carried on or done thereon or thereunder by the Company or on its behalf, or of the explosion, burning or caving in of any of the said mines or excavations; or of the subsidence of or alterations in the surface of the ground above or near them or any of them, no matter how caused or created.

TO HAVE AND TO HOLD the said described lot, piece and parcel of land and premises, with the appurtenances, unto the said

*Isaiah Bowtcher*

heirs and assigns forever, subject always to the reservations hereinbefore mentioned. And the said

*Isaiah Bowtcher*

for *his* heirs, executors, administrators, and assigns, hereby covenant and agree to and with the said ACADIA COAL COMPANY, <sup>"LIMITED"</sup> their successors and assigns; and this Deed is upon this express condition, that neither the said

*Isaiah Boutlier*

nor *his* heirs, executors, administrators, or assigns, at any time hereafter, shall sell, or suffer or allow to be sold, by wholesale or retail, or otherwise, any spirituous or intoxicating liquors on any part of the said described lot, piece, or parcel of land, and should the said

*Isaiah Boutlier*

*his* heirs or assigns, at any time hereafter, sell, lease or convey the said described lot, piece, or parcel of land, or any part thereof, he or they shall insert in the deed, lease, or conveyance thereof, a proviso that the purchaser or receiver thereof shall prohibit the purchaser, or his assigns, by covenant and conditions equivalent in law to those contained in this Deed, from selling or permitting, or causing to be sold, by wholesale or retail, spirituous or intoxicating liquors on any part of the said described premises; and any future Deed or lease of such premises not containing such restrictions on any letting or hiring thereof, shall be absolutely void and of no effect, anything herein contained to the contrary notwithstanding. And the said ACADIA COAL COMPANY, <sup>"LIMITED"</sup> their successors or assigns, upon breach of any of the foregoing covenants, provisions, stipulations and conditions by the said

*Isaiah Boutlier*

*his* executors, administrators and assigns, or any person or persons, company or companies claiming by, from or under *him* may, without any previous formal demand or proceeding, enter into and take possession of the said premises, as if this Deed had not been made; and should the said

*Isaiah Boutlier*

*his* heirs, executors, administrators or assigns, violate either or any of the foregoing covenants, stipulations, agreements and conditions, then and in such case this Deed and the estate hereby created or conferred shall be and become null and void, and the said lot, piece or parcel of land above described, with the appurtenances, shall revert to and without entry being made for breach of any of said stipulations, covenants or conditions, and the said lot, piece or parcel of land above described, with the appurtenances, shall revert to and be reverted in the ACADIA COAL COMPANY, <sup>"LIMITED"</sup> their successors or assigns, any act or thing herein contained to the contrary notwithstanding.

And the said

*Sarah Bowditch*

for

*herself*

and

*his*

heirs, executors, administrators and assigns, doth hereby covenant to and with the said ACADIA COAL COMPANY, <sup>"LIMITED"</sup> and its assigns, that *he* will not, nor will they or any of them, use, or suffer or permit said property to be used, for any use or purpose directly or indirectly prohibited by this Deed.

<sup>"LIMITED"</sup>  
In Witness Whereof, the said ACADIA COAL COMPANY have hereunto caused to be set their corporate seal and their President hath hereto set his hand, and the Secretary thereof hath countersigned and attested the same, for and on behalf of said Company, the day and year first above written.

*J. M. Clavin*

President of the Acadia Coal Company, <sup>"LIMITED"</sup>