

15D-2117F

207

Deed

A. M. G. F. S. S. W. A. L.

To

The Town of Boston

This Indenture made this
day of September in the year of our Lord
one thousand nine hundred and two.
Between A. M^c Gillivray Fraser of Carriboo
in the County of Pictou Farmer, Carrie J. Fraser
his wife and Catherine Fraser of the same
place widow of the late Donald Fraser,
of the one part, and The Town of Pictou a
body corporate and politic of the other part,
Witnesseth, that the said A. M^c Gillivray
Fraser Carrie J. Fraser and Catherine Fraser
for and in consideration of the sum of one dollar
of lawful money of the Dominion of Canada
to the said A. M^c Gillivray Fraser in hand
well and truly paid by the said The Town
of Pictou at or before the sealing or delivery
of these presents the receipt whereof is hereby
acknowledged, Have and each of them Hatha
granted bargained, sold, aliened enfeoffed
released, remised, conveyed and confirmed;
and by these presents He and each of them
Hatha grant bargain sell alien enfeoff release
remit, convey and confirm, unto the said
The Town of Pictou its successors and
assigns, All that certain lot of land
situate lying and being at Carriboo aforesaid
and abutted bounded and described as follows:
Beginning on the east side line of "Acadia Farm"
so called at a stake then driven ten hundred
and forty three (1043) feet distant in a northerly
direction from the north side line of the Base
or Section road so called, from thence
running northerly along the east side line
of the said Acadia Farm three hundred
and ninety nine feet more or less to a
stake then placed, thence north eighty

four degrees West two hundred and five feet
to a stake there placed, thence South nineteen
and three quarters degrees West one hundred
and thirty two feet more or less until it
comes to a point distant from Artesian
Well Number four of the Water System of
the Town of Pictou fifteen feet, thence South
six degrees West two hundred and sixty one
feet more or less until it comes to a
stake there driven, and thence South eighty
four degrees East two hundred and seven
feet to a stake there placed, thence Southwardly
in a line parallel to the East side line
of Acadia Farm until it comes to the North
side line of a lot of land conveyed to John
H. Ross by deed from the said A. Mc Gillivray
Fraser and others dated the eighteenth day
of December A. D. 1900, thence South eighty
four degrees East twenty five feet to the
East side line of Acadia Farm and thence
Northwardly along the East side line of
Acadia Farm to the place of beginning
together with all and singular the Easements
Easements, Hereditaments and Appurtenances
to the same belonging, or in any wise
appertaining with the reversion and reversions
remainders 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 said A. Mc Gillivray
Fraser, Carrie J. Fraser and Catherine Fraser
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 The Town
of Pictou its Successors and Assigns

to its and their sole use, and benefit and
behalf forever, Reserving however to and for
the said A. M^r Gellivray Fraser, his heirs
and assigns the free and uninterrupted
right for and during the term of 99

years from the date of these presents
to take receive and enjoy from and out of
the water supply of the Town of Pictou situated
upon said Acadia Farm such reasonable
quantities of water as may be required
for domestic ^{water} purposes upon and in
connection with the said Acadia Farm
not however to exceed
gallons per annum, with full right and power
under the direction and supervision and to
the satisfaction of the Engineer of the Town
of Pictou to lay all necessary pipes and
make all necessary connections with
the said water supply.

And the said A. M^r Gellivray Fraser doth
for himself his heirs executors and administrators
hereby covenant, promise and agree to and with
the said The Town of Pictou its successors
and assigns in manner following that is
to say: That it shall be lawful for the
said The Town of Pictou its successors 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 A. M^r Gellivray
Fraser or any person or persons whomsoever
lawfully claiming or to claim the same.

hath a good sure perfect and indefeasible
estate of inheritance in fee simple in the
said land and premises, and a 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
he the said A. Mc Gellivray from his heirs
executors and administrators at the request
and at the charges of the said The Town of
Picton, 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 The Town of Picton its successors or
assigns or its or their counsel learned in
the law shall be reasonably advised or
required, and lastly that the said A. Mc Gellivray
from and his heirs the said land and premises
and every part thereof unto the said The Town
of Picton its successors and assigns, against
the lawful claims of all persons whatsoever
shall and will by these presents Warrant
and forever be defended.

In Witness whereof the Parties 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

Province of Nova Scotia
County of Pictou N.S.

Be it remembered, that on this day
of September A.D. 1902, before me the subscriber
personally came and appeared Carrie J.
Fraser wife of A. Mc Gellivray Fraser —
mentioned in the foregoing Indenture who
having been by me examined separate and
apart from her said husband, did declare
and acknowledge that she executed the said
Indenture as and for her act and deed
without fear threat or compulsion of, from
or by her said husband and for a full
release of all her claims to the lands and
premises therein described.

Province of Nova Scotia
County of Pictou N.S.

On this day of September A.D. 1902 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 A. Mc Gellivray Fraser, Carrie J.
Fraser and Catherine Fraser the parties thereto
signed sealed, and delivered the same in
his presence.