

arised in the Schedule hereto and containing in the whole 337 a. 1 r. 6 per. Statute Measures or thereabouts and shown on the Map hereunto annexed and thereon surrounded by a brown verge line TO HOLD the same unto the said Robert A. Macaulay and his heirs to the use that each Purchaser to whose portion or portions of land set opposite his name in the Schedule hereto the benefit of any easement or right is expressed to be annexed and the heirs and assigns of such Purchaser may for ever hereafter exercise and enjoy in respect of such portion or portions of Land such easement or right with all ancillary rights of way and other rights necessary or convenient for the enjoyment of such easement or right and subject as aforesaid as to the portion or portions of land set opposite the name of any of the Purchasers in the Schedule hereto to the use of such Purchaser, his heirs and assigns for ever subject to the easement or right easements or rights if any to which such portion or portions is or are in the appropriate column of the said Schedule stated to be subject PROVIDED ALWAYS that as respects the remainder expectant on the life estate of the Vendor in the premises and the title to and further assurance of the premises after his death the covenants by the Vendor which are implied by reason of his hereby conveying and being expressed to convey as Beneficial Owner shall not extend to the Acts or defaults of any person or persons other than or besides himself and his own heirs and persons claiming through or in trust for him, him or any of them PROVIDED ALWAYS and it is hereby agreed that the Vendor or his heirs shall not be under any liability in respect of the rights or easements hereby granted and that any way or passage expressed to be granted to any Purchaser or Purchasers shall be made, laid out and repaired by and at the expense of such Purchaser or Purchasers, his or their heirs and assigns and that in all cases in which gates are already erected or are intended to be erected across any such way or passage the same shall so far as possible be kept closed but not locked and that the expense of erecting and maintaining such gates shall be borne by the person or persons on whom the expense of erecting and maintaining such way or passage is hereby imposed and if it is hereby agreed that the roads or ways marked respectively c, d, e, f, g, h, j, k, l, m, n, p, q, r, s, t, v, w, x, y, z, a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z, on the said Map shall be repairable by the Purchasers, their heirs and assigns as a body and that in each year the work to be done and the expenses to be incurred in connection with such repairs and the mode in which the work is to be done and the expenses to be borne shall be determined by a committee of the Purchasers and those claiming under them the number of members of such committee not to be less than five or more than seven, such committee to be elected annually from amongst the persons so liable by such of the whole body of persons liable for such repairs as shall be present at a meeting to be summoned by the retiring committee or failing them by any of the persons liable as aforesaid and any casual vacancy in the committee to be filled by co-option by the continuing members, five members of the Committee present to constitute a Quorum, the Chairman of any meeting of the Purchasers or Committee to have a casting vote in addition to his or her original vote and each contributory or member of committee to be deemed to have been duly summoned to any meeting if notice of such meeting be left at his or her residence or sent by post to such residence four days prior to the day fixed for the meeting. In witness whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein written.

