BILL OF SALE

THIS INSTRUMENT made and entered into this 14th day of October, in the year one thousand nine hundred and fifty-three, by and between THE NEW YORK CENTRAL RAILROAD COMPANY, Sub-lessee of the Canada Southern Railway, hereinafter called the seller, and

W. V. BURCHELL of London, Ontario, hereinafter called the purchaser.

WITNESSETH: That the seller in consideration of the sum of Two Thousand Four Hundred Seventy-five dollars ($2,475.00) lawful money of the United States, to it paid by the purchaser, the receipt of which is hereby acknowledged, hereby sells, transfers, and assigns, to the purchaser:

Track pan facilities of the Seller, all located in the Province of Ontario, as follows:

Tilbury, Kent County. Boiler house, frame, 20x36x16' - one story
Coal House - frame 1x4x8'; including boiler
Granite track pan paving blocks - Consideration: $200.00

West Lorne, Elgin County - Boiler house, frame, 20x36x18', including 6x14x8' addition.
One boiler in boiler house.
Granite track pan paving blocks
One wooden water tank on steel tower. Consideration: $300.00

Tillsonburg, Oxford County - One wooden water tank and steel tower.
Pump house, frame, 26x32x16'
One Allis-Chalmers Centrifugal Pump, 25 HP motor.
One Worthington steam pump, with boiler.
Pump house, frame, 20x42x16'
One walking beam pump
One 25 HP gasoline engine
Boiler house, frame, 20x36x16', with boiler.
Coal house, frame, 12x30'. Consideration: $1200.00

Waterford, Norfolk County - Pump house, frame, 14x38x10.6'.
Pump, Fairbanks-Morse - 20 HP Combination.
Boiler house, frame, 20x36x16'.
Coal house, frame, 13x39'.
Boiler in boiler house.
Water tank, steel, on steel tower.
Coaling station, frame, 200 ton - Fairbanks-Morse Co.
Consideration: 475.00

Forks Creek, Welland County - Boiler house, frame, 32x36x16'
Coal house, frame, 12x44x6'.
Outhouse, frame, 4'x5'
Oil house - 6' x 6'
Pump, Worthington Centrifugal with 15 HP motor.
Pump, Smith-Vaille, Duplex steam, with 100 HP locomotive type boiler.
Water tank, wood, on steel tower. Consideration: 300.00

Total $2475.00
upon the covenants and conditions hereinafter contained, to which the purchaser hereby agrees as part of the consideration for this sale:

First: That before proceeding with the removal of said property as hereinafter provided, the purchaser shall, at his own cost and expense, first obtain a permit therefor, if required by local ordinance or by any municipal authority, and shall furnish a copy thereof to the seller before any work is begun.

Second: That the sale of said property above described shall not be deemed to include any right, title, interest or easement in or to the land upon which the same is located.

Third: That the purchaser shall, at his own cost and expense, remove said property above described, from the lands and premises of the seller within (120) days from the date of this instrument, time being of the essence of this agreement; and if the purchaser shall fail or neglect to do so within said period, the ownership of said property above described shall revert to the seller, and all right, title and interest therein of the purchaser hereunder shall cease and determine.

Fourth: That in removing the said property from the lands and premises of the seller, the purchaser shall, at his own cost and expense, fill in the cellar, if any, level with the surface of surrounding ground, clean up and remove all debris, rubbish or other material, caused by or accumulated in connection with said removal to the satisfaction of the seller's Chief Engineer, also properly cut and cap sewer, water and gas connections, if any, and leave the premises of the seller in a neat and sightly condition, and should the purchaser fail or neglect to do as aforesaid, the necessary work may be done by the seller at the expense of the purchaser, who hereby covenants and agrees to pay the cost thereof to the seller promptly upon the renditon of bill therefor.

Fifth: That the purchaser shall and does from and after the date he has assume all risk of loss, damage or injury to said property by fire or otherwise, and all risk of damage to property or injury to or death of persons, of every kind whatsoever, by reason of the condition of said property, its location near to or adjoining the tracks of the... and the operation of the railroad of the... and also all damage, injuries or death which may be caused by or in connection with the work of removing said property as above provided; and the purchaser hereby agrees to indemnify and save harmless the said seller from all claims and demand for any such loss, damage, injury or death, whether caused or contributed to by negligence on the part of the seller, or its agents, employes or otherwise howsoever.

Sixth: That the said property shall not be placed upon any land required by the seller or The New York Central Railroad Company.

Seventh: That in no case shall the Purchaser in removing said property enter upon any lands of the Seller upon which any tracks, wires, structures, or facilities of any kind are constructed, or upon any lands of the seller in such proximity thereto as may result in interference therewith, unless the written consent of the Superintendent be first had and obtained, and subject to such restrictions as said Superintendent of the Seller may impose; and in every case of the removal of said property as an entirety, the Purchaser shall remove the same over such route as the Seller may reasonably require.

Eighth: That no assignment of this contract shall be made by the purchaser unless the consent of the seller to such assignment shall first be had and obtained.

This agreement shall inure to the benefit of, and be binding upon the executors, administrators, successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the seller has caused these presents to be signed by its hand and seal on the day and year first above written.

Witness:

THE NEW YORK CENTRAL RAILROAD COMPANY, Sub-lessor of the Canada Southern Railway
By... (Sgd) R. B. Rice L.S.
Real Estate & Tax Agent

(Sgd) W. V. Burchell
Purchaser
St. Thomas, Ontario,  
October 30th, 1953

Mr. W. H. Miesse:

With reference to your letter dated October 8th, 1953, file A-5309E, regarding the sale of the scrap and black pipe at the five locations where we have removed the track pans, please be advised that Mr. Burchell has removed a large portion of this scrap pipe and we are in receipt of his cheque to cover the scrap already removed.

In order that we may handle this cheque therefore, would you kindly arrange to request necessary Sales Order.

We are attaching hereto a statement, in duplicate, showing the amount of scrap pipe salvaged at each location, for your handling with Mr. R. I. Renfrew.

T. E. Batzold

Attach
Statement showing Miscellaneous Scrap Pipe sold to Mr. W. V. Burchell

<table>
<thead>
<tr>
<th>Location</th>
<th>Weight</th>
<th>Price per Net Ton</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tilbury</td>
<td>10,510 lbs.</td>
<td>$27.00</td>
<td>$141.89</td>
</tr>
<tr>
<td>Tillsonburg</td>
<td>9,090</td>
<td>27.00</td>
<td>122.74</td>
</tr>
<tr>
<td>West Lorne</td>
<td>14,670</td>
<td>27.00</td>
<td>198.05</td>
</tr>
<tr>
<td>Waterford</td>
<td>14,200</td>
<td>27.00</td>
<td>191.70</td>
</tr>
<tr>
<td>Forks Creek</td>
<td>11,380</td>
<td>27.00</td>
<td>153.62</td>
</tr>
<tr>
<td></td>
<td><strong>59,850 lbs.</strong></td>
<td><strong>27.00 N.T.</strong></td>
<td><strong>$808.00</strong></td>
</tr>
</tbody>
</table>

Office of Division Engineer,  
New York Central Railroad,  
St. Thomas, Ontario.  

October 30th, 1953.
Mr. W. H. Miesse:

With reference to our letter dated October 30th referring to your file A-5309E regarding the sale of scrap pipe at the five track pans, we would advise that there is an estimated 13,500 lbs. of scrap pipe still to be picked up which, when added to the 59,850 lbs. already picked up, would make a total of 73,350 lbs.

We would suggest that a request be made for a Sales Order to cover approximately 75,000 lbs. of scrap pipe.

T. E. Batzold
Detroit, November 13, 1953

Sales Order

Mr. A. L. Prentice:

By Bill of Sale, track pan facilities at Tilbury, West Lorne, Tillsonburg, Waterford and Forks Creek, have been sold to Mr. W. V. Burchell, London, Ontario, and money credited against AFE-1223 and AFE-1224.

We estimate there is approximately 75,000 lbs. of miscellaneous scrap and black pipe at the five locations and Mr. Burchell has offered to pick it up and pay $27.00 per net ton. I recommend this offer be accepted.

Please issue Sales Order to cover.

W. H. Miesse

CC- Mr. T. E. Batsold:

Your letters of October 30th and November 9th.

W.H.M.

RECEIVED

NOV 16 1953

DIVISION ENGINEER
ST. THOMAS, ONT.
St. Thomas, Ontario,
April 20th, 1954

Mr. C. G. Tinline:

We are enclosing herewith, under Valuable Package Register No. D 270608, the sum of $100.00 in cash to be deposited to the credit of this company.

This is additional payment on the purchase of track pan facilities at Tilbury, West Lorne, Tillsonburg, Waterford and Forks Creek by Mr. W. V. Burchell.

Please arrange to identify this amount on your T R-9-A form showing this to be a credit to A.F.E.'s 1223 and 1224.

It would also be appreciated if you would furnish this office with a copy of your T R-9-A form covering the deposit.

T. E. Batzold

Enc.
RCh:DG
According to the information we received coal dock and water station at Waterford were sold in one lump sum when they were dismantled. Inasmuch as the C & O Ry Co., is interested in the water station and not in the coal dock, it is necessary that we be advised as to how much salvage was received from the coal dock and how much from the water station in this lump sum.

Will you please let us have these figures if available.

H. A. Riedel,
WATERFORD

TOTAL CONSIDERATION — $475.00
LESS WATER TANK

$100.00

$375.00

R75

How much of this $375.00
IS FOR THE COAL DOCK. The balance
will be for the pumping facilities.

MR. W. H. Mlesse,
Engineer, Maintenance of Way,
Detroit, Michigan.

Mr. E. R. Burgess,
Head Clerk,
St. Thomas, Ontario

Mr. T. E. Batzold,
Division Engineer,
St. Thomas, Ontario.
Mr. W. H. Miesse,  
Engineer, Maintenance of Way,  
Detroit, Michigan.

On July 26, we asked you for information regarding the amount of money which we received for the coal dock and water station at Waterford, Ontario, which were sold in one lump sum when they were dismantled.

As you know the water station is a joint project in Waterford and we must, therefore, give the C & O credit for the amount realized for the material which was received from the water station only.

Will you please let us have an answer to our letter so that we may credit the C & O.

H. A. Riedel,  
Auditor of Expenditures

HLL/em

CC Mr. E. R. Burgess,  
Head Clerk,  
St. Thomas, Ontario

Mr. R. T. Shinn,  
Building & Bridge Supervisor,  
St. Thomas, Ontario

Mr. T. E. Batzold,  
Division Engineer,  
St. Thomas, Ontario.
St. Thomas, Ontario,  
August 16th, 1954

Mr. H. A. Riedel,  
Detroit, Michigan.

With reference to your letter dated  
July 26th, files 816.369.440 and 816.369.438, regarding  
abandonment of coal dock and water station at Waterford,  
kindly be advised that out of the total consideration  
of $375.00 listed for facilities at Waterford on the  
Bill of Sale, $100.00 was considered for the coal dock,  
leaving a balance of $275.00 for the water facilities.  

In addition to this, however, you have  
already received our Invoice No. 166 dated November 24th,  
1953, covering the sale of miscellaneous scrap pipe  
under Sales Order C-31773 in the amount of $122.74 for  
scrap pipe received from Tillsonburg.

T. E. Batzold

cc: Mr. W. H. Miesse  
RCM: DG
St. Thomas, Ontario,
August 18th, 1954

Mr. H. A. Riedel,
Detroit, Michigan.

With reference to your letter dated July 15th, file 816.369.440, regarding material salvaged by Section 41 at Tillsonburg Water Station, kindly be advised that none of this material has any connection with the facilities sold to Mr. W. V. Burchell for the amount of $1200.00.

T. E. Batzold