

confirmed and declared valid to all intents and purposes, and the substitution created by the will of the late Gilbert Leduc, made before Messrs. Alphonse Clovis Decary, and Joseph Alphonse Brunet, notaries, on the 5th September, 1889, is declared opened as regards the property covered by the said two deeds of gift and the immoveable so given is declared to have become absolutely and completely, by the said gifts, the property of the said donees, Gilbert and Benjamin Leduc respectively.

2. The deed of sale by Gilbert Leduc, senior, Gilbert Leduc, junior, Benjamin Leduc and Théophile Prud'homme, curator, and the deed of sale by Gilbert Leduc and Théophile Prud'homme to Findlay and Howard, executed before Mr. Ernest R. Décary, notary, on the 18th January, 1911, of the portions of the said lot No. 1,022 given by Gilbert Leduc to his sons, Gilbert Leduc and Benjamin Leduc, and of the residue of the said lot No. 1,022 which, when the said deeds of sale were executed, belonged to Gilbert Leduc as institute, and the deed of renunciation of usufructuary rights by Dame Julie Giroux wife of Joseph Perrier passed on the 18th January 1911 before Mr. E. R. Décary notary, are confirmed, ratified and declared valid to all intents and purposes.

Certain deeds
of sale, &c.,
ratified.

3. This act shall come into force on the day of its sanction.

Coming into
force.

CHAP. 127

An act to ratify a deed of sale to Lambert Lyman, by Simon Lacombe in his capacity of legatee and institute in the substitution of the late Dame Marie Louise Durand *dit* Desmarchais, widow of Joseph Lacombe.

[Assented to 24th March, 1911]

WHEREAS, Lambert Lyman, clerk, of the city of Montreal, real, has, by his petition, represented ;

That the late Dame Marie Louise Durand *dit* Desmarchais, in her life-time widow of Joseph Lacombe, both of the village of Côte des Neiges, in the district of Montreal, by her solemn will made before N. Pérodeau and his colleague, notaries, at Montreal, on the 22nd May, 1890, bequeathed to her son, Simon Lacombe, the southeast part of the lot of land known as No. 130 of the official plan and book of reference of the village of Côte des Neiges, with the buildings thereon erected, circumstances and dependencies as the said lot of land is more

fully described in the said will ; the said Simon Lacombe to enjoy the said portion of land during his life-time, as substitute subject to his transmitting the ownership thereof to his children of the first degree or to the legal representatives of those among them deceased at the date of her death, in equal portions and shares and by roots, the whole according to the various clauses and conditions mentioned in the said will ;

That the fourth clause of the said will gives the said Simon Lacombe the right to ask to sell and to sell the whole or any part of the said piece of land, by complying, in so doing, with the formalities required for the alienation of the property of minors after judicial authorization, by calling for the intervention of the curator who should have been appointed to such substitution ; on condition however that, on receiving the price of sale he should at the same time invest it in the purchase of other immoveables with the sanction of the court, as more fully set forth in the said will ;

That Joseph Lacombe, brother of the said Simon Lacombe, was appointed curator to the substitution created by the will of the late Dame Lacombe, by an act of curatorship homologated by J. E. Champoux, deputy-prothonotary of the Superior Court for the district of Montreal, on the 27th October, 1903 ;

That under authorization granted on the advice of the family council by His Honour Judge E. Lafontaine, at Montreal, on the 12th March, 1910, the said Simon Lacombe, in his capacity of legatee and institute of the said late Dame Lacombe, and the said Joseph Lacombe, in his capacity of curator to the said substitution, were authorized to sell at the minimum price of two thousand dollars per arpent, the portion of land described in the said petition on the terms and in the manner therein mentioned ;

That in accordance with the said authorization to sell, the sale by auction of the said piece of land described in the said authorization was advertized to take place at the office of N. Pérodeau, notary, at Montreal, on the 25th April, 1910, at 10 o'clock in the morning, when the said piece of land was put up for sale in the presence of the said Joseph Lacombe, curator to the said substitution and could not be finally adjudged because the highest bid did not reach the upset price of two thousand dollars per arpent authorized by the terms of the said authorization to sell ;

That by deed of sale executed before the said N. Pérodeau, notary, on the 11th July, 1910, the said Simon Lacombe, in his said capacity of legatee and institute in the substitution of the said late Dame Lacombe under the latter's above mentioned will, acting both under the authority of the said authorization to sell and under the provisions of article 1354 of

the Code of Civil Procedure, sold to the said Lambert Lyman, the piece of land described in the said deed of sale as forming part of lot No. 130 of the cadastre of the village of Côte des Neiges, being the piece of land the sale whereof was authorized by the said authorization to sell, such sale having to be made without the said Joseph Lacombe, the curator to the substitution, appearing in the deed of sale, owing to his refusal to do so notwithstanding his declaration in writing annexed to the original of the said deed of sale ;

That the said sale was so made for the price of two thousand dollars per superficial arpent, namely the price authorized by the said authorization to sell, payable on the terms and in the manner set forth in the said authorization to sell ;

Whereas it has been represented that since the date of the authorization to sell, the property had increased in value, and that the confirmation of the said deed of sale for the price and upon the conditions therein mentioned would prejudice the said substitution ;

Whereas the petitioner has declared his willingness that the said substitution should benefit by any profit which may be realized within a fixed delay by again putting up the said land to auction ;

Whereas the said Lambert Lyman, has, as he is bound to do under the terms of the said deed of sale, prayed that an act be passed to ratify the sale to him made by the said Simon Lacombe in his said capacity, on the terms and conditions therein mentioned and whereas it is expedient to grant his prayer ;

Therefore, His Majesty, with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows :

1. The deed of sale executed before N. Pérodeau, notary, at Montreal, to Lambert Lyman by Simon Lacombe in his capacity of legatee and institute in the substitution of the late Dame Marie Louise Durand *dit* Desmarchais, widow of Joseph Lacombe, of the piece of land therein described as forming part of lot No. 130 of the cadastre of the village of Côte des Neiges, for the price and according to the terms, clauses and conditions set forth in the said deed of sale reproduced as schedule A to this act, is hereby ratified and declared valid, but the clause in the said contract respecting the first instalment of the price of sale is amended to give two months instead of eight days from the coming into force of this act, for the payment of the sum of nine thousand dollars therein mentioned, and, as soon as the purchaser shall have paid the price of sale and fulfilled the clauses and conditions of his contract, as set forth in his said deed of sale and in this act, Certain deed of sale ratified, &c.

he shall be validly discharged therefrom and shall not be obliged to see to the same thereafter.

Certain land
to be put up
to auction,
&c.

2. Within forty days from the coming into force of this act, and after compliance with the formalities prescribed by article 1352 of the Code of Civil Procedure, the said parcel of land measuring twenty-two arpents and sixty perches in superficies, more or less, and described in the deed of sale set forth in schedule A, shall be offered for sale by public auction, at the office of the Prothonotary in the court house in the city of Montreal, and shall be adjudged to the last and highest bidder, provided that the bid exceeds two thousand dollars per superficial arpent, and in such case the purchaser, upon depositing forthwith the sum of five hundred dollars to secure the costs, and upon payment, within eight days, of the difference between the amount of the purchase price and the sum of forty-five thousand two hundred dollars as well as the costs occasioned by the auction and adjudication, of the costs in the cause, No. 3068 pending in the Superior Court, Montreal, in which R. Lacombe and others are plaintiffs and Simon Lacombe and Lambert Lyman are defendants, and Joseph Lacombe is *mis en cause*, and of the costs of the curator to the substitution in connection with the passage of this act, shall be subrogated in the rights and subject to the obligations of the said Lambert Lyman, mentioned in the said deed of sale.

Resale for
false bidding
in certain
case, &c.

3. If the purchaser do not pay, within the above mentioned delay, the difference between the amount of his bid and the price mentioned in the aforesaid deed of sale, the immoveable shall be resold for false bidding upon the authorization of the proper court obtained upon the application of the institute or of the curator to the substitution created by the will of Dame Marie Louise Durand *dite* Dermarchais, widow of Joseph Lacombe, and in accordance with the requirements of article 761 of the Code of Civil Procedure in so far as they can apply and if necessary, the purchaser in default shall be liable to the same penalties and obligations as a false bidder on immoveables sold under execution. Upon so ordering the resale for false bidding the court may extend the delay for the payment of the sum of nine thousand dollars due for the first instalment of the price of sale mentioned in this act and in the said deed of sale.

Law to ap-
ply to sale.

Articles 1050 and 1051 of the Code of Civil Procedure, shall apply *mutatis mutandis*, to the sale of the said parcel of land, and the court may extend the delay for the payment of the said sum of nine thousand dollars.

Person ap-
pointed to

4. For such purpose J. Albert Girard, advocate and deputy-prothonotary of the Superior Court, district of Montreal,

is specially charged to take the necessary proceedings and ^{conduct sale,} make the necessary publications, fix the date of the sale, give ^{&c.} the notices required, receive the bids, award the property to the last and highest bidder, draw up minutes of the bids and of his proceedings, and give a title to the purchaser, if proper, for and in the name of the institute and of the curator to the substitution created by the will of the said Dame Marie Louise Durand *dit* Desmarchais, widow of Joseph Lacombe.

The said J. Albert Girard shall cause to be taxed by the judge, the costs and disbursements, including his own, which ^{Taxation of certain costs, &c.} the purchaser will have to pay over and above the price of sale, and is authorized to draw up a list of charges containing the conditions of the sale, and, with the permission of the judge, to rectify the description of the said parcel of land, so as to indicate clearly the part which the said Simon Lacombe has reserved, namely the part fronting on the Cote des Neiges road, with a depth from the said Cote des Neiges road of two hundred and forty feet, French measure, with buildings thereon erected including the house built by the said Simon Lacombe. If the said J. Albert Girard is prevented from performing the duties assigned to him the court may appoint another person to replace him.

The surplus of the price of sale if there is a bid of more than ^{Application of surplus of price of sale.} forty-five thousand two hundred dollars shall be employed and the interest thereon paid in the manner mentioned in the said deed of sale.

5. On the day fixed for the sale, if there is no bid of more than ^{Consequence of upset price not being exceeded.} two thousand dollars per superficial arpent the said parcel of land described in the said deed of sale reproduced in schedule A shall remain the property of the said Lambert Lyman, upon the terms and conditions mentioned in the said deed and in section 1 of this act, and the costs occasioned by the auction of the said parcel of land and the fees of the said J. Albert Girard shall be paid out of the first instalment of the price of sale to be paid by the said Lambert Lyman in accordance with the terms of the said contract of sale.

6. Upon judicial authorization given on the application ^{Investment of price of sale.} of the institute and of the curator to the said substitution the price, or part of the price, of sale, of the said parcel of land, may be invested in conformity with article 981o of the Civil Code.

7. This act shall come into force on the day of its sanction. ^{Coming into force.}

SCHEDULE A

In the year 1910, on the 11th of July.

BEFORE :

NARCISSE PÉRODEAU, the undersigned notary public, for the Province of Quebec, residing and practising in the city of Montreal.

CAME AND APPEARED :

MR. SIMON LACOMBE, farmer, residing in Mount Royal ward, heretofore called the town of Notre-Dame des Neiges, and now forming part of the said city of Montreal, in his capacity of legatee and institute under the substitution created by the will of the late Dame Marie Louise Durand *dit* Desmarchais, in her life-time of the village of Côte des Neiges and afterwards called the town of Notre-Dame des Neiges, widow of the late Mr. Joseph Lacombe, in his life-time, farmer, of the same place, made before the undersigned notary and his colleague, at Montreal, on the 22nd May, 1890, a copy whereof was registered in the office of the registration division of the counties of Hochelaga and Jacques-Cartier, on the 20th September, 1895, under the No. 58,256, with a copy registered at the same time under No. 58,257 of a declaration made by Joseph Lacombe before the undersigned notary on the 5th September, 1895, of the decease of the said late Dame Lacombe and of the immoveables belonging to her estate.

Of the first part ;

AND

MR. LAMBERT LYMAN, clerk, of the said city of Montreal,

Of the second part.

Which parties declared as follows :

That under the authorization granted on the advice of the family council by His Honour Judge E. Lafontaine, at Montreal, on the 12th March, last, a copy whereof remains annexed to the original of these presents, that recourse may be had thereto, if necessary, after being signed by the parties and the undersigned notary for identification, the said Simon Lacombe, in his quality aforesaid, and Mr. Joseph Lacombe, farmer, of the said Mount Royal ward, in his capacity of curator

appointed to the substitution created by the will of the late Dame Lacombe, by deed of curatorship homologated by J. E. Champoux, deputy prothonotary of the Superior Court, at Montreal, on the 27th October, 1903, were authorized to sell by auction, a piece of land hereinafter described and sold, provided such piece of land be not sold for less than two thousand dollars per superficial arpent and that under such authorization Narcisse Pérodeau, the undersigned notary, was appointed to conduct and supervise the proceedings of the said sale ;

That in accordance with the said authorization to sell, the said Narcisse Pérodeau advertized the said sale to take place in his office, No. 7 Place d'Armes, Montreal, on Monday, the 25th April last, at ten o'clock in the forenoon, in two newspapers published in Montreal, to wit : *Le Canada*, a daily newspaper published in French, and *The Gazette*, a daily newspaper published in English, on the 29th March last and on the 5th, 8th, 12th, 19th and 22nd of April, also last, as appears by the certificates of publication of the notices of such sale annexed to the minutes hereinafter mentioned, said sale having been further advertized at various dates in *La Patrie*, *La Presse* and *The Star*, daily newspapers also published in Montreal.

On Monday, the 25th April last, at ten o'clock in the forenoon, in the office of the said Narcisse Pérodeau, No. 7 Place d'Armes, Montreal, being the date, hour and place indicated in the said notices of sale, for the purpose of having the said sale, in the presence of the said Joseph Lacombe, in his capacity of curator, appointed to the said substitution, the said Narcisse Pérodeau, the undersigned notary, specially appointed under the terms of the said authorization to sell, conduct and supervise the proceedings to follow for effecting the sale of the said piece of land, has offered and put up for sale the said piece of land, subject to the conditions and charges of such sale then read and given out and remained annexed to the said minutes of sale, and that after various bids were entered in the said minutes of sale, the price of the piece of land did not reach the authorized price of two thousand dollars per arpent, according to said authorization to sell in order to effect the sale of the said piece of land, as appears by the minutes of the proceedings of such sale, which minutes, dated the 25th April last, are signed by the said Narcisse Pérodeau, notary, appointed to conduct and supervise the proceedings of the said sale by Damase A. St. Amour, bailiff, through whom said piece of land was offered for sale and by the said Joseph Lacombe, curator to the said substitution, to which minutes are also annexed the notices and conditions of the sale and certificates of publication of the said notice

of sale in *Le Canada* and *The Gazette*, which minutes remain annexed to the original of these presents that recourse may be had thereto, if necessary, after being signed by the parties and the undersigned notary for identification ;

That since the date of the auction it has been impossible to find a purchaser to pay in cash two fifths of the price at which the sale was authorized to be made or to pay the balance thereof without having the faculty to do so by partial payments with a discharge from the general vendors' hypothec as hereinafter set forth, and not as indicated in the charges and conditions of the said sale, but that the party of the first part has found a purchaser in the person of the party of the second part to whom he can sell the said piece of land, both in accordance with the said authorization of sale and under the authority of article 1,354 of the Code of Civil Procedure on the terms and conditions hereinafter mentioned, without the concurrence, however, of the curator to the said substitution who declared that he could not concur therein for the reasons set forth in his written declaration of this day, hereto annexed, after having been signed by the parties and the undersigned notary for identification.

Accordingly, the party of the first part, in his capacity as aforesaid, acting both under the authority of the said authorization, and under the provisions of the said article 1,354 of the Code of Civil Procedure, has, by these presents sold with all usual legal warranties, free and clear of all debts and hypothecs less, however, that hereinafter mentioned, to the party of the second part therein accepting, as purchaser, a piece of land described as follows, in the authorization to sell, to wit :

DESCRIPTION

A piece of land forming part, on the southeast line, of the lot known and designated as No. 130 of the official plan and book of reference of the village of Côte des Neiges, now Mount Royal ward of the said city of Montreal with such contents as the said lot may have both in width and in depth, according as such contents may be determined and seem to have namely : about fifty-eight feet, French measure, in width at its northeast end as far as a point where it assumes a width of about one arpent and a quarter, going in a straight line to the depth of the said lot ; such piece of land being bounded as follows ; to wit : at one end by the portion of the said lot No. 130 above reserved by the said Simon Lacombe, at the other end at the southeast side by the land of the Dames Lacombe, sisters of the said Simon Lacombe, on the northwest side by a portion of the said lot No. 130 belonging to Joseph Lacombe, on the southwest side by Xavier Cardinal, without any build-

ings thereon erected ; those that are thereon, to be by him replaced on the said piece of land above reserved by the said Simon Lacombe on the said piece of land so reserved the purchaser shall give a right of way in favor of the said portion of lands to be so sold, so long as there is no other issue for or exit from the said piece of land.

The piece of land above described and sold contains, from measurements made by Messrs, Chopin and Rinfret, architects and civil engineers, twenty-two arpents and sixty perches.

As the whole now is.

TITLES

The said piece of land, with a greater area, belongs to the said Simon Lacombe as institute in the substitution in favor of his children under the terms of the aforesaid will of the said late Dame Lacombe.

The said piece of land having been acquired, with a greater area, with another lot, during the community of property which existed between the said late Joseph Lacombe and the said late Dame Marie Louise Durand *dit* Desmarchais, by the said late Joseph Lacombe, father of the said Simon Lacombe, and Simon Lacombe jointly, from the estate of Pascal Persillier *dit* Lachapelle, senior, by deed of sale before the late J. H. Jobin, notary, dated the 14th July, 1869, a copy whereof is registered in the former registration division of Montreal on the twenty-second of the same month, under the No. 54,790.

Subsequently, under a deed of partition between the said Simon and Joseph Lacombe, before the undersigned notary, on the 5th March, 1878, copy whereof was registered in the said registry office of the counties of Hochelaga and Jacques-Cartier, on the sixteenth of the same month, under, the No. 1,163, the land whereof the piece above described and detached devolved to the said late Joseph Lacombe.

Then the said piece of land, with a greater area, to wit : the portion thereof fronting on the highway and reserved by the said Simon Lacombe, being part of the universal legacy in ownership by the said late Joseph Lacombe to the said late Dame Marie Louise Durand *dit* Desmarchais, his wife, under will made before the undersigned notary and his colleague on the 15th March, 1890, a copy whereof was registered in the said registry office of the counties of Hochelaga and Jacques-Cartier, on the 26th September following, under the No. 35,241 with a copy, registered at the same time under the No. 35,242, of a declaration made by the said late Dame Lacombe and others before the undersigned notary on the 23rd September, 1890, of the death of the said late Joseph

Lacombe, and of the immoveables belonging to his estate ; so that such immoveables belonged, one half to the said late Dame Marie Louise Durand *dit* Desmarchais, owing to her rights in the said community of property, and the other half as universal residuary legatee in full ownership of the said late Joseph Lacombe, her husband, copies of which several deeds, up to the sale by the estate of Pascal Persillier *dit* Lachapelle to Messrs. Simon and Joseph Lacombe, with certificates of searches for hypothecs, have been handed to the party of the second part who acknowledge the same and gives acquittance therefor ; the said Simon Lacombe not being obliged to supply any title-deeds prior to the said sale by the estate of Pascal Persillier *dit* Lachapelle.

It is here noted that the partition of the sums of money, being the proceeds of the sale of the said land was made between the various heirs Lachapelle, before H. P. Pépin, notary on the 18th December, 1899.

TENURE

All seigniorial rights on the said piece of land, with a greater area, have been commuted by deed of commutation executed before F. Faure, notary, on the 21st July, 1871.

POSSESSION

By these presents the purchaser shall do with and dispose of what is hereby sold in full ownership and possession from the date of the ratification of the present deed of sale by the Legislature of Quebec.

CHARGES AND CONDITIONS

The present sale is also made subject to the following conditions which the purchaser binds himself to fulfill.:

1. To pay the costs of these presents and of their registration and to give a registered copy to the vendor, *ès-qualité* ;
2. To pay all taxes and assessments to be levied upon the said piece of land counting from the taking of possession of the said land ;
3. To maintain a division line between the portion of land hereby sold and the balance or northwest portion of the said lot known as No. 130 of the village of Côte des Neiges belonging to the said Joseph Lacombe ;
4. And to respect the servitude established on the said piece of land by deed of agreement between the said Joseph Lacombe and others and the Montreal Water and Power

Company, before John Fair, notary, dated the 30th March, 1908.

PRICE OF SALE

The present sale is further made for and in consideration of the sum of forty-five thousand two hundred dollars, being at the rate of two thousand dollars per superficial arpent, taking as a basis therefor that the said lot contains twenty-two arpents and sixty perches, from measurements made by Messrs, Chopin and Rinfret, saving the purchaser's right to have such measurements verified between now and twelve months, and if, after such verification, it is established to the vendor's satisfaction that there is an error in the contents above indicated, the price of sale shall be increased or diminished accordingly at the rate of two thousand dollars per arpent, such sum of two thousand dollars per arpent being the price for which the said Simon and Joseph Lacombe in their said names and capacities were authorized to sell the said portion of land as the upset price thereof under the said authorization to sell, but which upset price was not reached when the said piece of land was put up at auction.

On account of the said sum of forty-five thousand two hundred dollars, the purchaser shall pay, for and on behalf of the said substitution, to the estate of Sir George Etienne Cartier, the sum of three thousand dollars for an obligation in his favor by the said Simon Lacombe in his capacity of legatee and institute in the substitution of the said late Dame Lacombe, the curator to the said substitution having intervened therein, before the undersigned notary on the 22nd April, 1907, a copy whereof was registered at the registry office of the counties of Hochelaga and Jacques-Cartier on the 10th June following, under the No. 134,223, the said sum of three thousand dollars being payable within five years from the date of the said obligation, with interest at the rate of five and a half per cent per annum, payable half yearly, counting as far as the purchaser is concerned from the date at which he shall take possession of the said land.

And the purchaser, under the vendor's privilege on the property hereby reserved and the hypothec hereby given on the said piece of land sold, promises to pay the balance of forty-two thousand two hundred dollars, remaining due on the said price of sale to the said Simon Lacombe in his said capacity and to the curator to the said substitution under the aforesaid will of the said late Dame Lacombe, as follows, to wit : nine thousand dollars within eight days from the ratification of the present deed of sale by the Legislature of Quebec, and the balance within any time within the delay of five years from such ratification, in one or more payments, provid-

ed the payments be not less than one thousand dollars at a time and upon giving eight days notice in writing to the vendor *ès-qualité*, and to the curator to the said substitution, indicating the amount to be so paid by anticipation.

Every portion of the price of sale remaining unpaid shall bear interest at the rate of five and a half per cent per annum, payable half yearly to the said Simon Lacombe, during his usufruct and afterwards to whomsoever may be entitled thereto, counting from the said ratification.

All interest due half yearly and not paid, shall bear interest at the same rate, counting from the date when it became due until payment thereof.

Every portion of the said price of sale payable during the usufruct of the said Simon Lacombe shall be invested at the same time, in the purchase of other immoveables under the sanction of the court according to the advice of the family council, in conformity with the will of the said late Dame Lacombe and the said authorization to sell or, in default of such immediate investment, every portion of the said price of sale when received and pending such investment, shall be deposited as a judicial deposit in the hands of the prothonotary of the Superior Court for the district of Montreal, according to the provisions of article 953a, paragraph 5 of the Civil Code, the whole in accordance with the will of the said late Dame Lacombe, and the said authorization to sell.

So long as the purchaser shall not have paid the sum of eighteen thousand dollars on account of the said price of sale, the vendors shall have the right to ask for the setting aside of the present sale in the event of the purchaser failing to pay his interest or the balance of the price of sale in the event of the maturing of the yearly interest or the maturing of the payment of any portion of the said price of sale, and in either case, if such default should continue for one month after such date of maturity, without the vendor having to repay to the purchaser anything therefor out of what he may have paid or received on account of the price of sale both for capital or interest, nor to repay him the cost of the sale, nor to indemnify him for any buildings erected or expense incurred on the said piece of land, or for any sums of money which may have been paid in connection with any piece of the said land ; the present resolatory clause shall not apply to any piece of land which may be discharged from the vendor's hypothec, as hereinafter provided.

The present sale is further made subject to the payment by the vendor of all costs and charges of the sale, in conformity with the said conditions of the sale, without any hypothec being given or reserved upon the said piece of land as security for such payment ; on the contrary such hypothec is hereby

renounced, and further the conditions of the present deed of sale shall be ratified by the Legislature of Quebec, which the purchaser binds himself to have done at his own expense at the next session of the Legislature.

The present sale is further made on condition that it shall be optional for the purchaser, as soon as he shall have paid the said sum of nine thousand dollars, payable on account of the said price of sale after the ratification of the present deed of sale by the Legislature, to obtain at his own expense from the said vendor, *es-qualité* and from the curator to the said substitution a discharge from the general hypothec for the security of the payment of the said balance of price of sale upon any portion of the said piece of land, on payment of ten cents per superficial foot for any part which he may desire to have discharged from the general vendor's hypothec, inasmuch as it is the intention of the purchaser to divide the said piece of land into building lots, and to that end, to make streets or lanes so that the said limitation of hypothec shall apply to the building lots, and all parts of streets or lanes connected therewith shall be free from such hypothec.

The party of the first part in consenting alone to the present deed of sale considers that he is acting in the interest of the said substitution ; he considers also that it is more profitable to effect the present sale on the terms and conditions above set forth, rather than to have recourse to a fresh judicial authorization, in view of the annexed declaration of the said Joseph Lacombe, the curator to the said substitution, that he would be prepared to concur in any deed of sale which would be made of the said piece of land, in the manner therein mentioned.

WHEREOF ACTE. Done and passed at the said city of Montreal under the No, 14,215 of the minutes of the undersigned notary.

And the parties have signed with and in the presence of the undersigned notary, these presents duly read.

(Signed) SIMÉON LACOMBE,
“ L. LYMAN,
“ N. PÉRODEAU, N. P.

True copy of the minutes of these presents remaining of record in my office.

N. PÉRODEAU, N. P.

I, the undersigned, Joseph Lacombe, farmer, residing at Mount Royal ward, in the city of Montreal, hereby declare,

in answer to a notification sent me by Mr. Simon Lacombe, *ès-qualité*, on the 9th July, 1910, through J. A. Landry, notary, that I am prepared to concur in my capacity of curator to the substitution created by the will of the late Dame Marie Louise Durand *dit* Desmarchais, widow of the late Joseph Lacombe, in any sale which shall be made :

- a. According to law ;
- b. According to the will of the said Dame Marie Louise Durand *dit* Desmarchais, dated the 22nd May, 1890 ;
- c. In accordance with the judicial authorization.

Notwithstanding the short notice which has been served upon me, I proceed this day to the office of the notary, Honorable N. Pérodeau, to sign any deed in accordance with what I have said above and I deposit there the present writing.

Done and signed in duplicate, at Montreal, the 11th day of July, 1910.

(Signed) JOSEPH LACOMBE.

Signed by the parties and the undersigned notary for identification, as being the writing or declaration of Joseph Lacombe mentioned in the above deed of sale and written elsewhere herein, executed this day, before the undersigned notary by Mr. Simon Lacombe, *ès-qualité* to Mr. Lambert Lyman.

Montreal, this 11th July, 1910.

(Signed) SIMON LACOMBE,
 " L. LYMAN,
 " N. PÉRODEAU, N. P.

True copy.

N. PÉRODEAU, N. P.

CHAP. 128

An act to confirm the title of James Maher to lot 331, parish of Sault au Récollet.

[Assented to 24th March, 1911]

Preamble.

WHEREAS, James Maher of the town of Outremont, contractor, has, by his petition represented :

That by deed of sale passed before P. J. B. Crevier, notary, of date 23rd December, 1910, he purchased from Gervais Cousineau *et al*, a certain lot of land known as No. 331 on the official plan and book of reference of the parish of Sault au Récollet, which property the said Gervais Cousineau had bought from