

C H A P. 152

An Act to ratify and confirm a deed of rectification by Guillaume Narcisse Ducharme *et al*, in favor of James N. Greenshields.

[Assented to 28th February, 1907]

Preamble.

WHEREAS the Black Lake Chrome and Asbestos Company, a body politic and corporate, having its head office in the city and district of Montreal, has, by its petition, represented :

That by deed passed on the thirteenth of July, nineteen hundred and three, before C. E. Leclerc, notary, it acquired from James N. Greenshields, advocate and King's Counsel, of Montreal, all those parts of immoveables known as blocks A and B of the township of Coleraine, in the county of Megantic, which the said James N. Greenshields himself had acquired, from the Coleraine Mining Company (Limited), by deed of sale, dated the twenty-ninth of April, nineteen hundred and three before the same notary ;

That there was an error in the description of the immoveables as stated in the said deed of sale of the twenty-ninth of April, nineteen hundred and three, in so far as it was said that deduction should be made of the portions of the said blocks A and B which were leased by the Coleraine Mining Company (Limited) to W. H. Lambly, by deed passed before the said C. E. Leclerc, notary, on the fifth of September, eighteen hundred and eighty-eight, and of the portion which was leased to W. H. Lambly and J. Camélien Noël, by deed passed before the same notary on the twenty-third of July, eighteen hundred and ninety-four, while the intention of the contracting parties was that such sale should comprise the said parts so leased to the said Lambly and Noël, but that it was made subject to the rights that may exist in favor of the said Lambly and Noël, under their leases ;

That the said Coleraine Mining Company (Limited), which consented to the deed of the twenty-ninth of April, nineteen hundred and three has since been put into liquidation, under the Winding Up Act on or about the thirtieth of September, nineteen hundred and three ;

That the liquidation is complete, the liquidator having been discharged by a judgment of the Superior Court of the district of Montreal on the twenty-ninth day of December, nineteen hundred and four ; that the said company being now dissolved, there no longer exists any legal person authorized to rectify such error ;

That the said Black Lake Chrome and Asbestos Company has issued debentures to the amount of eighty-one thousand dollars in settlement of part of the price of sale stipulated in the deed of purchase and that the said debentures have been delivered to the shareholders and creditors of the Coleraine Mining Company (Limited), to pay what was due them, and that the said creditors and shareholders are the only persons interested in the said rectification :

That by a trust deed of hypothec, passed on the twenty-ninth of September, nineteen hundred and four, before Duntou, N. P., the Black Lake Chrome and Asbestos Company gave a hypothec on the said immoveables to secure the said debentures, and that the same error was made in the description of the immoveables hypothecated :

That the said interested parties passed a deed on the twenty-ninth day of December, nineteen hundred and six, before Mtre. A. Jobin, notary, at Montreal, acknowledging the error contained in the deed of the twenty-ninth of April, nineteen hundred and three, and rectified the same in so far as it was in their power to do so. The said interested parties have further consented to the passing of an act ratifying and confirming the said deed of rectification ;

That the said J. N. Greenshields has, himself, rectified the error made in the deed passed on the thirteenth of July, nineteen hundred and three, between him and the Black Lake Chrome and Asbestos Company, before C. E. Leclerc, notary, and has consented to the passing of this act :

Whereas the said company has prayed for the passing of an act to ratify and confirm the deed of rectification passed on the twenty-ninth of December, nineteen hundred and six, before Mtre. A. D. Jobin, N. P., at Montreal by G. N. Ducharme and others, and to confirm and ratify its title to the property described in the said deed and to confirm and ratify the issue of debentures by it effected :

Whereas it is expedient to grant the prayer of the said petition ;

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 rectification by G. N. Ducharme and others, Deed of ratification from G. N. Ducharme & al., to J. N. Greenshields of Dec. 29th, 1906, confirmed. dated the twenty-ninth day of December, nineteen hundred and six, before Mtre. A. D. Jobin, N. P., at Montreal, a copy whereof is annexed as a schedule to this act, is hereby ratified and confirmed ; the said deed of rectification shall have full effect as if it had been consented to by the Coleraine Mining Company (Limited),

before its dissolution, and the said James N. Greenshields is declared to have had, alone, from the twenty-ninth of April, nineteen hundred and three, the possession and ownership of the immoveables described in the said deed of rectification and to have transferred them by deed of sale of the thirteenth of July, nineteen hundred and three, passed before C. E. Leclere, N. P., to the said Black Lake Chrome and Asbestos Company.

Certain issue
of debentures
confirmed,
&c.

2. The issue of debentures to the amount of eighty-one thousand dollars by the Black Lake Chrome and Asbestos Company, secured by the trust deed of hypothec, passed on the twenty-ninth September, nineteen hundred and four, before Dunton, N. P., is confirmed and ratified, and the mortgage consented by the said deed in favor of the trustees, is declared to have its full effect upon the immoveables of the said Black Lake Chrome and Asbestos Company as described in the said deed of rectification annexed as schedule to this act.

Coming into
force.

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

SCHEDULE

In the year one thousand nine hundred and six, on the twenty-ninth day of December,

Before Mtre ANDRÉ DAMASE JOBIN, the undersigned notary public in and for the Province of Quebec, residing and practising in the city and district of Montreal.

CAME AND APPEARED :

GUILLAUME NARCISSE DUCHARME, burgess, president of *La Banque Provinciale du Canada* ; WILLIAM E. BLUMHART, journalist ; TANCRÈDE BIENVENU, bank manager ; the Honorable ALFRED A. THIBAUDEAU, senator, all of the city and district of Montreal : LA BANQUE PROVINCIALE DU CANADA, a body politic and corporate, having its principal place of business in the city and district of Montreal, herein represented by the said Tancrède Bienvenu, its general manager, duly authorized thereto by a resolution of the board of directors of the said bank, dated the nineteenth day of December, one thousand nine hundred and six ; the Honorable ALPHONSE DESJARDINS, of the city and district of Montreal, ex-minister : HUBERT DESJARDINS, of the town of Maisonneuve, district of Montreal,

manager of a financial company; LUDGER MONTPETIT, of the city and district of Montreal, physician, and ELZEAR MONTPETIT, of Rigaud, in the county of Vaudreuil physician, in their quality of testamentary executors, duly appointed, to the will of the late Dame Mathilde Leclaire, wife of J. M. Papineau, by deed before Mtre L. N. Dumouchel, notary, on the seventh day of April, one thousand eight hundred and ninety-one; LUDGER MONTPETIT, of the city and district of Montreal, physician; EDOUARD MONTPETIT, advocate, and VALMORE LAMARQUE, notary, of the same place, all three in their quality of testamentary executors to the will of the said late J. M. Papineau, appointed by the will of the latter by deed passed before C. Paquet, notary, on the second day of March, one thousand nine hundred and three, and Anatole Larose, of Montreal, civil servant.

Parties of the first part;

AND

JAMES N. GREENSHIELDS, Esquire, of the city and district of Montreal, advocate and King's Counsel,

Party of the second part;

Which parties declared as follows:

A. On the twenty-ninth day of April, one thousand nine hundred and three, by deed passed before Mtre. C. E. Leclerc, notary, under the number 14,762, registered in the registry office for the county of Megantic under the number 37,778, The Coleraine Mining Company, Limited, a body politic and corporate, having its principal place of business at the city of Montreal, represented therein by Guillaume Narcisse Ducharme of the city and district of Montreal, its president, and William E. Blumhart, of the same place, its secretary-treasurer, both duly authorized for that purpose by a resolution adopted by the shareholders of the said company at a meeting held at Montreal, on the tenth day of October, one thousand nine hundred and two and in virtue of a resolution adopted by the board of directors of the said company on the thirty-first day of October, one thousand nine hundred and two, and the twenty-eighth day of April, one thousand nine hundred and three, did sell to James N. Greenshields, Esquire, of the city and district of Montreal, advocate and King's Counsel, the following immoveables, namely:

FIRST DESCRIPTION

1. All that part of the lot of land known as block A, in the township of Coleraine, in the county of Megantic, bounded on the north-west by the township of Ireland, to the south-east partly by Lake Caribou, partly by the tenth and eleventh ranges of the township of Coleraine and partly by the unsurveyed lands of the said township of Coleraine.

Commencing at a point on the south-easterly outer line of the township of Ireland at a distance of one hundred and nine chains and forty links, more or less, from the most southerly corner of the said township of Ireland, thence, following the south-easterly outer line, north, thirty-six degrees forty minutes, astronomically, three hundred and twenty-three chains and ten links, more or less, to a boundary post or stone marking the most northerly angle of the said block of land; thence to the south, fifty-three degrees, twenty minutes, east, one hundred and eighty-one chains, more or less, to a boundary post or stone marking the eastern corner of the said block of land; thence to the south, thirty-six degrees, forty minutes, west, five chains and fifty links, more or less, to the shore of said Lake Caribou, and thence following the north-western shore of the said Lake Caribou in a south-westerly direction to a boundary post or stone placed at a perpendicular distance of eighty-nine chains from the north-eastern boundary of the said block of land; thence, fifty-three degrees, twenty minutes west, twenty-two chains and fifty links, more or less, to a boundary post or stone; thence to the south, thirty-six degrees forty minutes west, one hundred and twenty-eight chains, more or less, to a boundary post or stone; thence south, fifty-three degrees twenty minutes east, ninety chains, more or less, to a boundary post or stone; thence south, thirty-six degrees forty minutes west; one hundred and six chains and ten links, more or less, to a point indicating the most southerly corner of the said block of land, situate at a distance of twenty-three chains and ten links to the south-west of a certain original line drawn for the south-western boundary of the said block of land by Frederick William Blaicklock, provincial land surveyor, and thence in a direction parallel to the said north line fifty-three degrees twenty minutes west, two hundred and twenty-eight links, more or less, to the point of departure.

The said block of land A bounded as above containing five thousand and sixty acres of land, more or less, with the usual reservation of five per cent for the public highways, and being bounded to the north-east and south-west by the unsurveyed lands of the said township of Coleraine.

2. A lot of land situate in the said township of Coleraine, containing, according to survey, six hundred and forty acres of land, more or less, with the usual reservation for public highways.

Which said lot of land is also designated as follows: block B of the township of Coleraine aforesaid; which block of land is bounded to the north-east by the block of land A above described, to the north-west by the south-westerly boundary line of the township of Ireland; to the south-east and to the south-west by the unsurveyed lands of the township of Coleraine, commencing at a boundary post or stone placed at the south-easterly outer line of the said township of Ireland and marking the most westerly angle of block of land A; thence following the south-westerly boundary of the said block of land A, south, fifty-three degrees twenty minutes east, astronomically, two hundred chains, more or less, to a boundary stone or post marking the most southerly angle of the said block of land A; thence following the prolongation of the south-eastern boundary line of the said block of land A, south, thirty-six degrees forty minutes west, thirty-three chains and eighty links to a boundary post or stone; thence to the north, fifty-three degrees twenty minutes west, two hundred chains, more or less, to the south-eastern outer boundary of the township of Ireland, north thirty-six degrees forty minutes east, thirty-three chains and sixty-five links to the point of departure.

With the reservation, however, of such portions of the said blocks of land as have been sold to the hereinafter mentioned persons:

1. That part of the block of land A, which was sold by the Honorable Joseph Adolphe Chapleau and others to William H. Irwin and Robert Thomas Hopper, by deed passed before C. E. Leclerc, notary, at Montreal, on the nineteenth day of December, one thousand eight hundred and eighty-five, under the number 3350 of the repertory of the said notary, described in the said deed, as follows:

A lot of land situate in the township of Coleraine, in the county of Megantic, in the said district of Arthabaska, forming part of block A, containing thirteen hundred and fifty feet in width in front and in rear, being a parallel line with the north-eastern line of the said block A, at a distance of eight hundred and ninety-two feet from the said north-eastern line of the said block A, by the depth which may be found from the line of the township of Ireland to Lake Caribou.

This lot of land being bounded as follows: in front, by the township of Ireland; in rear, by the said Lake Caribou; on one side, by the portions of the said block A running along-side of the range B of the said township of Coleraine, and be-

longing to the vendors, measuring eight hundred and ninety-two feet in width, and on the other side by the other portion of the said block A belonging to the said vendors."

2. That part of the block of land A which was sold by the same above mentioned parties to Richard Liepman, by deed passed before the same notary at Montreal, on the second day of September, one thousand eight hundred and eighty-six, and which land the said Liepman has since sold to the Scottish Canadian Asbestos Company, Limited, by deed passed before the same notary on the eleventh day of October, one thousand eight hundred and eighty-six, under the number 3691 of the repertory of the said notary.

Which lot of land is described in the said last mentioned deed, as follows, namely :

A lot of land situate in the township of Coleraine, in the county of Megantic, in the said district of Arthabaska, forming part of the property known as block A, commonly known as "Glover and Fry's Block," containing five hundred and twenty feet in width, beginning at the north-east corner of said block A, and running parallel to the north-east line of said block A, by half the depth of said block A, from its front line near the Quebec Central Railway, the said lot being bounded : in front, by the township of Ireland ; in rear and on one side, by the remainder of the said block A, and on the other side, by the range B of the said township of Coleraine.

3. That part of the said block of land A which was leased by the said Coleraine Mining Company to Louis Israël Fréchette, merchant, by deed passed before the same notary, at Montreal, on the fifteenth day of August, one thousand eight hundred and eighty-five, under the number 3228.

Which lot of land is described in the said deed as follows, namely :

A lot of land situated in the township of Coleraine, in the county of Megantic, forming part of the property known as block A, commonly called "Glover & Fry's Block," containing three hundred and seventy-two feet in width, by the full depth of said block A, and being between the lots of land now occupied by Louis A. Sénécal and Charles Lionnais, respectively, as tenants.

Which said lot of land was subsequently sold by the said Fréchette *et al* to The United Asbestos Company, of London, by deed passed before Mre. Phillips, notary, at Montreal, on the eleventh day of November, one thousand eight hundred and eighty-nine, registered at the aforesaid registry office on the twelfth day of November, one thousand eight hundred and eighty-nine.

4. Such portion of the said lots of land as may be declared deducted therefrom by the judgment of the court in the action for settlement of boundaries actually pending between the said Coleraine Mining Company and King Brothers.

Deduction being also made of the portions of the said blocks of land A and B which were leased by the said Coleraine Mining Company, namely :

1. That portion thereof which was leased to William Harvard Lambly by deed passed before C. E. Leclere, notary, on the fifth day of September, one thousand eight hundred and eighty-eight, under the number 4762 of the repertory of the said notary, and described in the said deed, as follows :

A lot of land forming part of blocks A and B in the township of Coleraine, in the county of Megantic, containing sixty arpents in superficies, that is to say, two arpents in front by thirty arpents in depth, bounded in front, to the south-east, by a line parallel to the main line of the township of Ireland, at a distance of about thirty arpents therefrom ; to the north-west, by the township of Ireland ; on one side, to the south-west, by the lot of land leased to Andrew Kennedy, now occupied by the Megantic Company, and on the other side, to the north-east by the property of the parties of the first part.

Together with the right on the part of the party of the second part to extract and sell, for his own profit, asbestos to an amount not exceeding one hundred and sixty-seven long tons, per annum.

2. That portion thereof which was leased to William H. Lambly and Joseph Camélien Noël, by deed passed before the same notary, on the twenty-third day of July, one thousand eight hundred and ninety-four, under the number 8382 of the repertory of the said notary, and described in the said deed, as follows :

A lot of land situated at Black Lake, in the township of Coleraine, in the county of Megantic, Province of Quebec, two arpents in front by fourteen arpents in depth, being the lot of land of which François-Xavier Provencal, Joseph Nadeau and others took illegal possession, and running in the direction of Lake Caribou parallel to the north-east boundary as surveyed and bounded by Tremblay, land-surveyor, and as now in the possession of the party of the second part, and being on the south-west side of the mine occupied by Pierre Jobidon, under agreement dated the sixteenth instant, passed before the undersigned notary under the number 8378 of his repertory described in the said deed of sale.

B. The above description is erroneous in so far as it is stated that deduction must be made of the following parts of the blocks of land A and B, namely :

Deduction being also made of the portions of the said blocks of land A and B which were leased by the said Coleraine Mining Company, namely :

1. That portion thereof which was leased to William Harvard Lambly, by deed passed before C. E. Leclerc, notary, on the fifth day of September, one thousand eight hundred and eighty-eight, under the number 4762 of the repertory of the said notary and described in the said deed, as follows :

A lot of land forming parts of blocks A and B in the township of Coleraine, in the county of Megantic, containing sixty arpents in superficies, that is to say, two arpents in front by thirty arpents in depth, bounded in front, to the south-east, by a line parallel to the main line of the township of Ireland, at a distance of about thirty arpents therefrom : to the north-west by the township of Ireland ; on one side, to the south-west, by the lot of land leased to Andrew Kennedy, now occupied by The Megantic Company, and on the other side, to the north-east, by the property of the parties of the first part.

Together with the right on the part of the party of the second part to extract and sell, for his own profit, asbestos to an amount not exceeding one hundred and sixty-seven long tons, per annum.

2. That portion thereof which was leased to William H. Lambly and Joseph Camélien Noël, by deed passed before the said notary, on the twenty-third day of July, one thousand eight hundred and ninety-four, under the number 8382 of the repertory of the said notary, and described in the said deed, as follows :

A lot of land, situated at Black Lake, Province of Quebec, two arpents in front by fourteen arpents in depth, being the lot of land of which François-Xavier Provencal, Joseph Nadeau and others took illegal possession, and running in the direction of Lake Caribou parallel to the north-eastern boundary as surveyed and bounded by Tremblay, land surveyor, and as now in the possession of the party of the second part and being on the south-west side of the mine occupied by Pierre Jobidon, under agreement dated the sixteenth instant, passed before the undersigned notary, under the number 8378 of his repertory.

C. The intention of the contracting parties was not to deduct the lots of land above described, but to sell, transfer and make over all the rights of property and others which the said Coleraine Mining Company has in the said properties, subject to the leases granted in favor of William H. Lambly, by deed passed before C. E. Leclerc, notary, on the fifth day of September, one thousand eight hundred and eighty-eight,

and to William H. Lambly and J. Camélien Noël, by deed passed before C. E. Leclerc, notary, on the twenty-third day of July, one thousand eight hundred and ninety-four.

D. The Coleraine Mining Company above mentioned having been put into liquidation and the liquidator having obtained a legal discharge, the company has no longer any legal existence.

E. The said parties of the first part and the said A. E. Philippe Panet, of Windsor, Ontario, advocate, were, at the time of the passing of the deed of sale of the twenty-ninth day of April, one thousand nine hundred and three, the only persons interested, either as shareholders or creditors, in the said Coleraine Mining Company, and the said A. E. P. Panet, has since sold all his rights and claims in the said Coleraine Mining Company to the said Tancredè Bienvenu, one of the parties of the first part herein.

F. The said parties of the first part declare that they wish to rectify, in so far as they are able, the error of description contained in the deed of sale hereinabove set forth of the twenty-ninth day of April, one thousand nine hundred and three so that the present rectification may avail in so far as the same may be possible.

G. Consequently the persons hereinabove described as parties of the first part declare that the immoveables which are mentioned in the said deed of sale passed on the said twenty-ninth day of April, one thousand nine hundred and three, before C. E. Leclerc, N. P., and registered under the number 37,778, should have been and shall be described in the said deed as follows, namely :

SECOND DESCRIPTION

1. All that part of the lot of land known as block A, in the township of Coleraine, in the county of Megantic, bounded to the north-west by the township of Ireland; to the south-east, partly by Lake Caribou, partly by the tenth and eleventh ranges of the township of Coleraine and partly by the unsurveyed lands of the said township :

Commencing at a point on the south-eastern outer line of the township of Ireland at a distance of one hundred and nine chains and forty links, more or less, from the most southerly corner of the said township; thence following the south-eastern outer line, north, thirty-six degrees forty minutes east, astronomically, three hundred and twenty-three chains and ten links, more or less, to a boundary post or stone marking the most northern angle of the said block of land; thence, to the south, fifty-three degrees twenty minutes east, one hundred and eighty-one chains, more or less, to a bound-

ary post or stone, marking the most easterly corner of the said block of land; thence, to the south, thirty-six degrees forty minutes west, five chains and fifty links, more or less, to the shore of the said Lake Caribou and thence, following the north-west shore of the lake in a south-westerly direction to a boundary post or stone placed at a perpendicular distance of eighty-nine chains from the boundary line of the said block; thence fifty-three degrees twenty minutes west, twenty-two chains and fifty links, more or less, to a boundary post or stone; thence, to the south, thirty-six degrees forty minutes west, one hundred and twenty-eight chains, more or less, to a boundary post or stone; thence south, fifty-three degrees, twenty minutes east, ninety chains, more or less, to a post and stone boundary; thence, to the south, thirty-six degrees forty minutes west, one hundred and six chains, and ten links, more or less, to a point indicating the most southerly corner of the said block of land, situated at a distance of twenty-three chains and ten links south-west of a certain original line drawn by Frederick William Blaiklock, provincial land-surveyor, as the southwestern limit of the said block of land, and thence, following a parallel distance to the said north line, fifty-three degrees twenty minutes west, two hundred and twenty-eight chains, more or less, to the point of departure.

The said block A, bounded as aforesaid containing five thousand and sixty acres of land, more or less, with usual reservation of five per cent for public highways, and being bounded to the north-east and south-west by the unsurveyed lands of the said township of Coleraine.

2. A lot of land situate in the said township of Coleraine, containing, according to survey, six hundred and forty acres of land, more or less, with the usual reservation for public highways.

Which lot of land is thus described: Block B of the said township of Coleraine; the said block B being bounded to the north-east by block A above described; to the north-west by the south-western boundary line of the township of Ireland; to the south-east and to the south-west by the unsurveyed lands of the township of Coleraine, commencing at a post and stone boundary placed at the south-eastern, outer line of the township of Ireland and marking the most westerly angle of block of land A; thence, following the south-western boundary of the said block of land A, south, fifty-three degrees twenty minutes, east, astronomically, two hundred chains, more or less, to a post and stone boundary marking the most southerly angle of said block of land A; thence, following the prolongation of the south-eastern boundary of said block A, south, thirty-six degrees forty minutes, west, thirty-three chains and

eighty links to a post and stone boundary : thence, north, fifty-three degrees twenty minutes, west, two hundred chains, more or less, to the south-eastern outer boundary of the township of Ireland, north, thirty-six degrees forty minutes east, thirty-three chains, and sixty-five links, to the point of departure.

With the reservation however of such portions of the said blocks of land as have been sold to the persons hereinafter mentioned :

1. That part of the block of land A, which was sold by the Honorable Joseph Adolphe Chapleau and others to William H. Irwin and Robert Thomas Hopper, by deed passed before C. E. Leclerc, notary, at Montreal, on the nineteenth day of December, one thousand eight hundred and eight-five, under the number 3350 of the repertory of the said notary, and described in the said deed as follows :

A lot of land situate in the township of Coleraine, in the county of Megantic, in the said district of Arthabaska, forming part of block A, containing thirteen hundred and fifty feet in width in front and in rear, being in a parallel line with the north-eastern line of the said block A, at a distance of eight hundred and ninety-two feet from the said north-eastern line of the said block A : by the depth which may be found from the line of the township of Ireland to lake Caribou.

This lot of land being bounded as follows : in front by the township of Ireland, in rear by the said Lake Caribou ; on one side, by the portions of the said block A, running alongside of the range B of the said township of Coleraine, and belonging to the vendors, measuring eight hundred and ninety-two feet in width, and on the other side by the other portion of the said block A belonging to the said vendors.

2. The part of the block of land A, which was sold by the same above mentioned parties to Richard Liepman, by deed passed before the same notary, at Montreal, on the second day of September, one thousand eight hundred and eighty-six, and which the said Liepman sold to The Scottish Canadian Asbestos Company, Limited, by deed passed before the same notary, on the eleventh day of October, one thousand eight hundred and eighty six, under the number 3691 of the repertory of the said notary.

Which lot of land is thus described in the said last deed, namely :

A lot of land situate in the township of Coleraine, in the county of Megantic, in the said district of Arthabaska, forming part of the property known as block A, commonly called "Glover & Fry's block" containing five hundred and twenty feet in width, beginning at the north-east corner of

said block A, and running parallel to the north-east line of said block A, by half the depth of said block A, from its front line near the Quebec Central Railway ; the said lot being bounded : in front by the township of Ireland, in rear and on one side, by the remainder of the said block A, and on the other side by the range B of the said township of Coleraine.

3. That part of the said block of land A, which was leased by the said Coleraine Mining Company to Louis Israël Fréchette, merchant, by deed passed before the same notary, at Montreal, on the fifteenth day of August, one thousand eight hundred and eighty-five, under the number 3228.

Which lot of land is thus described in the said deed, namely :

A lot of land situate in the township of Coleraine, in the county of Megantic, in the district of Arthabaska, forming part of the property known as block A, commonly called "Glover & Fry's block," containing three hundred and seventy-two feet in width by the full depth of the said block A ; and lying between the lots of land now occupied by Louis A. Sénécal and Charles Lionais, respectively, as tenants.

Which said lot of land was subsequently sold by the said Fréchette *et al* to The United Asbestos Company, of London, by deed passed before Mtre Phillips, notary, at Montreal, on the eleventh day of November, one thousand eight hundred and eighty-nine, registered at the aforesaid registry office on the twelfth day of November, one thousand eighth hundred and eighty-nine.

4. Such portion of the said lots of land as may be declared deducted therefrom by a judgment of the court in the action for settlement of boundaries actually pending between the said Coleraine Mining Company and King Brothers.

And the said appearing parties of the first part further declare that the said sale of the said twenty-ninth day of April, one thousand nine hundred and three, should have been and is made on the following terms ;

The present sale is subject to whatever rights may exist in favor of W. H. Lambly and Joseph Camélien Noël in virtue of the following deeds by which the hereinbelow described portions of blocks A and B have been leased to them, namely :

That portion which was leased to William Harvard Lambly, by deed passed before the said C. E. Leclerc, notary, on the fifth day of September, one thousand eight hundred and eighty-eight, under the number 4762 of the repertory of the said notary, and therein described, as follows :

A lot of land forming part of blocks A and B of the township of Coleraine, in the county of Megantic, containing sixty arpents in superficies, that is to say : two acres in front by

thirty arpents in depth ; bounded in front to the south-east by a line parallel to the main line of the township of Ireland, at a distance of about thirty arpents therefrom ; to the north-west by the township of Ireland : on one side, to the south-west by the lot of land leased to Andrew Kennedy, now occupied by the Megantic Company, and on the other side, to the north-east, by the property of the parties of the first part.

Together with the right on the part of the party of the second part to extract and sell, for his own profit, asbestos to an amount not exceeding one hundred and sixty-seven long tons, per annum.

2. That portion thereof which was leased to William H. Lambly and Joseph Camélie Noël, by deed passed before the same notary, on the twenty third day of July, one thousand eight hundred and ninety-four, under the number 8382 of the repertory of the said notary, and described in the said deed, as follows :

A lot of land situate at Black Lake, in the township of Coleraine, in the county of Megantic, Province of Quebec, of two arpents in front by fourteen arpents in depth, being the lot of land of which François-Xavier Provençal, Joseph Nadeau and others took illegal possession, and running in the direction of Lake Caribou parallel to the north-eastern boundary as surveyed and bounded by Tremblay, land surveyor, and as now in the possession of the party of the second part, and being on the south-west side of the mine occupied by Pierre Jobidon, under agreement dated the sixteenth instant, passed before the undersigned notary, under the number 8378 of the repertory of the same.

The said parties of the first part consenting that the second description, as above, do replace the first description contained in the deed of sale of the twenty-ninth day of April, one thousand nine hundred and three, between the said Coleraine Mining Company, Limited, and the said James N. Greenshields to all intents and purposes.

It is well understood that the parties of the first part assume no responsibility under the present deed of rectification which is made without any warranty on their part, not even of their own acts and promises.

The party of the second part shall pay the cost of the present deed and of its registration.

WHEREOF ACTE :

DONE AND PASSED at Montreal on the day, and in the month and year aforesaid, under the number sixteen thousand and nineteen of the minutes of the undersigned notary.

And the parties have signed with me and in my presence, these presents duly read.

(Signed) J. N. GREENSHIELDS,
 “ A. LAROSE,
 “ G. N. DUCHARME,
 “ WM. E. BLUMHART,
 “ ALPH. DESJARDINS,
 “ HUB. DESJARDINS,
 “ ELZEAR MONTPETIT, and
 “ LUDGER MONTPETIT,
 Testamentary executors
 of the late Mathilde Leclerc,
 by EDOUARD MONTPETIT,
 Attorney,
 “ TANCREDE BIENVENU,
 “ ALF. A. THIBAUDEAU,
 “ FOR LA BANQUE PRO-
 VINCIALE DU CANADA,
 “ TANCREDE BIENVENU,
 General Manager,
 “ EDOUARD MONTPETIT,
 Testamentary executor
 of J. M. Papineau,
 “ LUDGER MONTPETIT,
 Testamentary executor do
 by EDOUARD MONTPETIT,
 Attorney,
 “ VALMORE LAMARCHE,
 Testamentary executor do
 by EDOUARD MONTPETIT,
 Attorney.
 “ A. J. JOBIN, N. P.

True copy of the original remaining in my office.

A. J. JOBIN, N. P.
